



## AGENDA STAYTON CITY COUNCIL

**Monday, July 21, 2025**

Stayton Community Center  
400 W. Virginia Street  
Stayton, Oregon 97383

### HYBRID MEETING

The Stayton City Council will be holding a hybrid meeting utilizing Zoom video conferencing software. The meeting will be in-person but can also be live streamed on the City of Stayton's YouTube account. Please use the following option to view the meeting:

City Council Regular Session – <https://youtube.com/live/61V7tNEGehw>

**Public Comment and Public Hearing Testimony:** Meetings allow for in-person, virtual, or written public comment. If a community member has a barrier which prevents them from participating via one of the methods below, they should contact City staff at [citygovernment@staytonoregon.gov](mailto:citygovernment@staytonoregon.gov) **no less than three hours prior to the meeting start time** to make arrangements to participate.

Comments and testimony are limited to three minutes. All parties interested in providing public comment or testifying as part of a public hearing shall participate using one of the following methods:

- **In-Person Comment:** Parties interested in providing in-person verbal public comment shall fill out a "Request for Recognition" form available at the meeting. Forms must be filled out and submitted to the Assistant City Manager or designee prior to the meeting start time.
- **Video or Audio Conference Call:** Parties interested in providing virtual public comment shall contact City staff at [citygovernment@staytonoregon.gov](mailto:citygovernment@staytonoregon.gov) **at least three hours prior to the meeting start time** with their request. Staff will collect their contact information and provide them with information on how to access the meeting to provide comments.
- **Written Comment:** Written comment submitted to [citygovernment@staytonoregon.gov](mailto:citygovernment@staytonoregon.gov) **at least three hours prior to the meeting start time** will be provided to the public body in advance of the meeting and added to the City Council's webpage where agenda packets are posted.

#### 1. CALL TO ORDER

#### 2. FLAG SALUTE

#### 3. ANNOUNCEMENTS

- a. Additions to the agenda
- b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.

#### 4. PUBLIC COMMENT

## 5. **CONSENT AGENDA**

- a. June 16, 2025 City Council Regular Session Minutes
- b. Resolution No. 25-025, Approval of the Stayton Police Officers Association Collective Bargaining Agreement
- c. Resolution No. 25-021, Appointment of Michele Jungwirth and Eric Loftin to the Public Arts Commission
- d. Resolution No. 25-022, Accepting the Abstract of Election Results from the May 20, 2025 Special District Election

## 6. **PRESENTATIONS**

## 7. **PUBLIC HEARING**

**Ordinance No. 25-005, Amending Chapter 4.12 of the Stayton Municipal Code to Readopt Updated Terms and Conditions for the Pacific Power Franchise Agreement** **ACTION**

- a. Staff Report – Julia Hajduk
- b. Open Public Hearing
- c. Public Hearing
- d. Close Public Hearing
- e. Council Deliberation
- f. Council Decision on Ordinance No. 25-005

## 8. **GENERAL BUSINESS**

**a. Resolution No. 25-023, Adopting the City of Stayton Emergency Operations Plan (2025 Update)** **ACTION**

- 1. Staff Report – Julia Hajduk
- 2. Public Comment
- 3. Council Discussion
- 4. Council Decision

**b. Resolution No. 25-024, Ida Street Sewer Change Order Adjustment** **ACTION**

- 1. Staff Report – Barry Buchanan
- 2. Public Comment
- 3. Council Discussion
- 4. Council Decision

**c. Discussion of ODOT Park and Ride** **DISCUSSION**

- 1. Staff Report – Julia Hajduk
- 2. Public Comment
- 3. Council Discussion

**9. COMMUNICATION FROM CITY STAFF****10. COMMUNICATION FROM MAYOR AND COUNCIL****11. ADJOURN**

*The meeting location is accessible to people with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting. If you require special accommodations, contact City Hall at (503) 769-3425.*

## CALENDAR OF EVENTS

### JULY 2025

Wednesday	July 16	Library Board	6:00 p.m.	Stayton Public Library
Thursday	July 17	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	July 21	City Council	7:00 p.m.	<a href="https://youtube.com/live/61V7tNEGehw">https://youtube.com/live/61V7tNEGehw</a>
Monday	July 29	Planning Commission	7:00 p.m.	Stayton Community Center

### AUGUST 2025

Monday	August 4	City Council	7:00 p.m.	<a href="https://youtube.com/live/vFBtgWLkTsM">https://youtube.com/live/vFBtgWLkTsM</a>
Tuesday	August 5	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	August 18	City Council	7:00 p.m.	<a href="https://youtube.com/live/HX1Q2Lq8NEc">https://youtube.com/live/HX1Q2Lq8NEc</a>
Wednesday	August 20	Library Board	6:00 p.m.	Stayton Public Library
Thursday	August 21	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	August 25	Planning Commission	7:00 p.m.	Stayton Community Center

### SEPTEMBER 2025

Monday	September 1	<b>CITY OFFICES CLOSED IN OBSERVANCE OF LABOR DAY HOLIDAY</b>		
Tuesday	September 2	City Council	7:00 p.m.	<a href="https://youtube.com/live/6vwIDtLRESA">https://youtube.com/live/6vwIDtLRESA</a>
Wednesday	September 3	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	September 15	City Council	7:00 p.m.	<a href="https://youtube.com/live/odaMZ6zCRK0">https://youtube.com/live/odaMZ6zCRK0</a>
Wednesday	September 17	Library Board	6:00 p.m.	Stayton Public Library
Thursday	September 18	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	September 29	Planning Commission	7:00 p.m.	Stayton Community Center

### OCTOBER 2025

Monday	October 6	City Council	7:00 p.m.	<a href="https://youtube.com/live/DviU6vhw2bg">https://youtube.com/live/DviU6vhw2bg</a>
Tuesday	October 7	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Wednesday	October 15	Library Board	6:00 p.m.	Stayton Public Library
Thursday	October 16	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	October 20	City Council	7:00 p.m.	<a href="https://youtube.com/live/nC_6iywZb1A">https://youtube.com/live/nC_6iywZb1A</a>
Monday	October 27	Planning Commission	7:00 p.m.	Stayton Community Center

### NOVEMBER 2025

Monday	November 3	City Council	7:00 p.m.	
Tuesday	November 4	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	November 11	<b>CITY OFFICES CLOSED IN OBSERVANCE OF VETERANS DAY HOLIDAY</b>		
Monday	November 17	City Council	7:00 p.m.	
Wednesday	November 19	Library Board	6:00 p.m.	Stayton Public Library
Thursday	November 20	Public Arts Commission	6:00 p.m.	Public Works / Planning Offices
Monday	November 24	Planning Commission	7:00 p.m.	Stayton Community Center
Thursday	November 27	<b>CITY OFFICES CLOSED IN OBSERVANCE OF THANKSGIVING DAY HOLIDAY</b>		
Friday	November 28			



**City of Stayton  
City Council Minutes  
June 16, 2025**

**LOCATION:** STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON  
**Time Start:** 7:00 P.M. **Time End:** 8:38 P.M.

**COUNCIL MEETING ATTENDANCE LOG**

<b>COUNCIL</b>	<b>STAYTON STAFF</b>
Mayor Brian Quigley	Julia Hajduk, City Manager
Council President Stephen Sims	Alissa Angelo, Assistant City Manager
Councilor Ken Carey	Gwen Johns, Police Chief
Councilor Luke Bauer (excused)	Janna Moser, Library Director
Councilor Jordan Ohrt	James Brand, Finance Director
Councilor David Patty	Jennifer Siciliano, Community & Economic Development Director
	Barry Buchanan, Public Works Director
	Melanie Raba, Administrative Special Projects

<b>AGENDA</b>	<b>ACTIONS</b>
<b>REGULAR MEETING</b>	
<b>Announcements</b> a. Additions to the agenda  b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	None.  Mayor Quigley advised he has been in contact with Casey Falconer regarding the presentation he is giving.
<b>Public Comment</b>	<b>Polly Greaves, Stayton:</b> Spoke about the condition of the cemetery.  <b>James Baxter, Stayton:</b> Offered his services to help with the upkeep of the cemetery.
<b>Consent Agenda</b> a. June 2, 2025 City Council Regular Session Minutes	Motion from Councilor Ohrt, seconded by Councilor Sims, to approve the Consent Agenda, as presented.  <b>Ohrt, Sims, Carey, Patty: Yes</b> <b>Motion passed 4:0.</b>
<b>Presentations</b> Sylvan Springs HOA	Steven Spangle and Casey Falconer gave a presentation regarding the required maintenance and management of the wetlands area of The Village at Sylvan Springs.
<b>Public Hearing</b> <b>Resolution No. 25-019, Adopting the 2025-27 Budget, Making Appropriations and Imposing and Categorizing Ad Valorem Property Taxes for the 2025-26 Fiscal Year</b> a. Staff Report  b. Open Public Hearing	Mr. Brand reviewed the staff report.  Mayor Quigley opened the hearing at 7:47 p.m.

c. Public Hearing	None.
d. Close Public Hearing	Mayor Quigley closed the hearing at 7:48 p.m.
e. Council Deliberation	Discussion regarding the intent of moving \$50,000 from the budget, and the upgrades to the Community Center.
f. Council Decision on Resolution No. 25-019	<p>Motion from Councilor Sims, seconded by Councilor Ohrt to amend the resolution to increase the general fund contingency by \$50,000.</p> <p>Council discussion regarding spending authority.</p> <p><b>Ohrt, Sims, Carey, Patty: Yes</b> <b>Motion passed 4:0.</b></p> <p>Council discussion regarding generating revenue from city assets.</p> <p>Motion from Councilor Patty, seconded by Councilor Ohrt, to approve Resolution No. 25-019, as amended.</p> <p><b>Ohrt, Sims, Carey, Patty: Yes</b> <b>Motion passed 4:0.</b></p>
<b>Ordinance No. 25-004, Vacating an Alleyway Between N. First Avenue and N Second Avenue, Running from E Pine to E Fir Streets</b>	
a. Staff Report	Ms. Siciliano reviewed the staff report.
b. Open Public Hearing	Mayor Quigley opened the hearing at 8:06 p.m.
c. Public Hearing	<p><b><u>James Baxter, Stayton</u></b>: Spoke regarding how the alleyway is being used currently and the access limitations the use creates.</p> <p><b><u>Evelyn Bertoli</u></b>: Spoke regarding easement access.</p>
d. Close Public Hearing	Mayor Quigley closed the hearing at 8:18 p.m.
e. Council Deliberation	None.
f. Council Decision on Ordinance No. 25-004	<p>Motion from Councilor Patty, seconded by Councilor Sims, to approve Ordinance No. 25-004, as presented.</p> <p><b>Ohrt, Sims, Carey, Patty: Yes</b> <b>Motion passed 4:0.</b></p>

<p><b>General Business</b>  <b>Resolution No. 25-020, Community Improvement Grant 2024-25 Final Allocations</b></p> <p>a. Staff Report</p> <p>b. Public Comment</p> <p>c. Council Discussion</p> <p>d. Council Decision</p>	<p>Ms. Siciliano reviewed the staff report.</p> <p>None.</p> <p>Council discussion regarding previous reservations to providing funding to the Soccer Club.</p> <p>Motion from Councilor Ohrt, seconded by Councilor Patty, to approve Resolution No. 25-020, as presented.</p> <p>Council discussion regarding murals and theater remodel.</p> <p><b>Ohrt, Sims, Carey, Patty: Yes</b>  <b>Motion passed 4:0.</b></p>
<p><b>Communications from City Staff</b></p>	<p>Ms. Hajduk discussed a request from Commissioner Cameron for a representative from Stayton for the Materials Management Advisory Committee. She reviewed city sponsored activities including Hiking for Families and Summer Reading, Ice Cream Socials and the second Safe Streets for All open house. Ms. Hajduk introduced Howard, the Community Engagement Coordinator.</p>
<p><b>Communications from Mayor and Council</b></p>	<p>Councilor Carey discussed the vehicles parking behind the ambulance house across from the hospital.</p> <p>Councilor Patty expressed appreciation for the Budget Committee and staff.</p> <p>Mayor Quigley discussed the SIT end of year celebration, and possible grant opportunities to support SIT. He discussed community member request for an open forum regarding the Charter amendments. He also requested an update on the Park and Ride.</p>

APPROVED BY THE STAYTON CITY COUNCIL THIS 21<sup>ST</sup> DAY OF JULY 2025, BY A \_\_\_\_ VOTE OF THE STAYTON CITY COUNCIL.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Brian Quigley, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Julia Hajduk, City Manager



**CITY OF STAYTON**  
**M E M O R A N D U M**

**TO:** Mayor Brian Quigley and the Stayton City Council  
**FROM:** Gwen Johns, Chief of Police  
**DATE:** July 21, 2025  
**SUBJECT:** Collective Bargaining Agreement with Stayton Police Officers Association (SPOA)

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**ISSUE**

Whether or not to approve the Collective Bargaining Agreement between the City of Stayton and SPOA, as presented.

**ENCLOSURE(S)**

- Collective Bargaining Agreement

**STAFF RECOMENDATION**

Staff recommends adoption of the newly negotiated Collective Bargaining Agreement that will be in effect July 1, 2025, through June 30, 2028. The SPOA Bargaining Unit members have voted to approve the Agreement as presented.

**BACKGROUND INFORMATION**

The SPOA Collective Bargaining Agreement expired June 30, 2025. City staff met in negotiations with SPOA beginning February 2025. The SPOA members voted to ratify the proposed Collective Bargaining Agreement.

**MOTION(S)**

Consent Agenda approval.



**RESOLUTION NO. 25-025**  
**APPROVAL OF THE STAYTON POLICE OFFICERS ASSOCIATION COLLECTIVE**  
**BARGAINING AGREEMENT EFFECTIVE JULY 1, 2025 TO JUNE 30, 2028**

**WHEREAS**, the Stayton Police Officers Association's (SPOA) Collective Bargaining Agreement expired June 30, 2025;

**WHEREAS**, City staff met in negotiations with SPOA beginning February 2025;

**WHEREAS**, the City and the SPOA bargaining team reached an agreement following our bargaining sessions; and

**WHEREAS**, the SPOA members voted to ratify the proposed Collective Bargaining Agreement (Exhibit A).

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The Council approves the Stayton Police Officers Association Collective Bargaining Agreement as proposed, effective July 1, 2025 to June 30, 2028.

This Resolution shall become effective upon its adoption by the Stayton City Council.

**ADOPTED BY THE STAYTON CITY COUNCIL THIS 21<sup>ST</sup> DAY OF JULY 2025.**

CITY OF STAYTON

Signed: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Brian Quigley, Mayor

Signed: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_  
Julia Hajduk, City Manager

# **Collective Bargaining Agreement**

**The City of Stayton**

**and**

**Stayton Police Officers' Association**

**July 1, 2025 through June 30, 2028**

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## PREAMBLE

This agreement is made and entered into by the Stayton Police Officers Association, hereinafter referred to as the "Association," and the City of Stayton, hereinafter referred to as the "City" for the purpose of collective bargaining. Now, therefore, it is hereby agreed by and between the parties as follows:

## ARTICLE 1 – RECOGNITION

- Section 1. Scope of Unit. The City recognizes the Association as the exclusive bargaining agent for all police officers working half-time or more, excluding supervisors and confidential employees.
- Section 2. Exclusive Representative. The City shall not enter into any agreements regarding employment relations with any other organization or individual claiming to represent any group of employees in the bargaining unit nor engage in any conduct which would recognize anyone other than the Association as a representative of employees in the unit, unless specifically authorized to do so by the Association. It is understood that the Association Attorney, President, Vice-President and Secretary/Treasurer serve as Association representatives for purposes of collective bargaining, contract administration and employee representation.

## ARTICLE 2 – EXISTING CONDITIONS

The City agrees not to unilaterally change existing employee rights and benefits which are not specifically addressed in this agreement, and which are mandatory subjects of bargaining without first notifying the Association.

## ARTICLE 3 – MANAGEMENT RIGHTS

- Section 1. The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its lawful authority. The City retains the authority that the City has not expressly delegated or modified by this Agreement.
- Section 2. Management rights and responsibilities shall include, but are not limited to, the following examples:
1. The City and the Department shall retain all rights and authority to which by law they are entitled.
  2. The City shall have the authority to organize and reorganize the operations within the Department.

3. The Association recognizes the right of the Department to enforce the Department Rules and Regulations, and operational procedures and guidelines.
4. The City has the exclusive right to schedule work and overtime work as required in the manner most advantageous to the City, consistent with the applicable provisions of this Agreement.
5. The City has the right to assess an employee's performance of their job.
6. The City has the right to:
  - a. discipline, suspend, and discharge non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations, so long as the days off are consecutive, unless mutually agreed otherwise.
  - b. discharge probationary employees for any reason. Employees who are discharged before completing their probationary period shall not have access to the grievance procedures of this Agreement to protest or challenge the discharge, or the reasons, therefore.
  - c. to recruit, hire, promote, fill vacancies, transfer, assign, and retain employees.
  - d. to lay off employees for lack of work or funds or other legitimate reasons.
7. The City has the right to control the Police Department budget.
8. The City has the right to determine the methods, location, means and processes by which work shall be accomplished.
9. The City shall have the right to take any and all actions necessary in the event of an emergency.

Section 3. The parties recognize the City may perceive a need to make operational changes in areas that are not covered by the above management responsibilities. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Association at least fourteen (14) days written notice of the desired change. The Association may request bargaining of the issue, and the City thereafter will meet with the Association in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of an ERB mediator. If mediation is unsuccessful within thirty (30) days after a mediator is assigned, the issue will be taken to interest arbitration expeditiously.

## ARTICLE 4 – EMPLOYEE RIGHTS

- Section 1. Association Activities. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his exercise of these rights.
- Section 2. Equal Employment Opportunities. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, gender orientation, religion, national origin, disability, Association affiliation or political affiliation, or any other classification protected under federal or Oregon Law. The Association shall share equally with the City, the responsibility for applying the provisions of this Agreement.
- Section 3. Gender References. All references to employees or officers in this Agreement designate all genders, and wherever the male gender is used, it shall be construed to include employees of all genders.
- Section 4. Association Dues Deductions. Upon the signed written consent of an employee within the bargaining unit, the City will begin deducting Association dues or other deductions for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the request in writing. The Association shall be solely responsible for creating and offering dues deduction authorization and cancellation forms to bargaining unit employees and solely responsible to store the originals of same. Upon the City's written request, the Association shall promptly deliver complete and legible copies of signed authorization or cancellation forms to the City.

The aggregate deductions of all employees shall be remitted together with an itemized statement to the Secretary-Treasurer of the Association no later than the tenth (10) of the month following the month for which the deductions were withheld. Except for technical questions about deductions that only the City's Finance Department can answer, the City shall direct employees with requests to start or to end dues deductions to the Association.

The Association will indemnify, defend and hold the City harmless against any claims made or any suit instituted against the City on account of any payroll deductions for the Association. The Association agrees to refund to the City any amount paid to it in error.

Section 5. Association Activities. Members of the bargaining unit elected to serve as authorized representatives of the Association shall be expected to perform their duties as a representative of the Association on their own time, except as provided elsewhere in this Agreement. Two (2) employees appointed by the Association as members of the Association's Collective Bargaining Committee shall be granted time, if necessary subject to emergency call, to attend labor negotiations with the City without loss of pay during a regularly scheduled shift, if at least ten (10) days' notice is provided. In no event will the City be required to cover an authorized representative's shift and incur overtime expenses; however, the parties will cooperate scheduling and shift trade options.

Section 6. Arbitration of Anti-Association or EEO Claims. Sections 1 and 2 of this Article shall not be subject to the grievance procedure beyond step 3 unless the employee first agrees to be bound by the Arbitrator's decision and waives, in writing in a form acceptable to the City, the right to pursue claims in all other forums including the Bureau of Labor and Industries, the E.E.O.C., and State and Federal Court.

#### **ARTICLE 5 – WORK SCHEDULES**

Section 1. Workweek. The workweek shall consist of a forty (40) hour workweek of five (5) eight (8) hour shifts, four (4) ten (10) hour shifts, or a combination of two eight (8) hour shifts and two twelve (12) hour shifts at the option of the management. However, changes in the work schedule shall not be made for reasons that are arbitrary or capricious. An employee's work week shall commence on Sunday and shall end on the following Saturday.

Section 2. Workday. The workday is defined as a twenty-four (24) hour period, commencing at the beginning the employee's scheduled shift. Each shift shall have regular starting and quitting times.

Section 3. Work Schedule and Shift Change. The City shall post the work schedule showing the employees' workdays, shifts and hours on the Department scheduler not less than seven (7) days in advance and shall not change employee schedules unless for the following exceptions to this rule:

1. Emergencies. Defined as a declaration of emergency in any part of the City by a governmental body with the authority to declare an emergency; a determination by the Chief of Police of the occurrence of civil unrest in the City; or as a specific and fast emerging pattern of crime posing a critical threat to public safety in the City requiring a directed patrol response in less than seven (7) days;
2. Waiver by written agreement between the Chief of Police or his/her designee and the affected employee;

3. When employees voluntarily wish to exchange shifts of work or days of work, and the City approves the exchange;
4. When staffing situations must be resolved by holdover or call-back within one hour of the end or beginning of the shift at the overtime rate as a shift extension or to fill a shift vacancy. (When this occurs overtime pay is calculated according to Article 7;
5. Scheduling work in special assignments such as investigations, narcotics enforcement, canine and SRO.

Other than for the above-stated exceptions, employees whose schedules are changed less than seven (7) days from the day his/her schedule is posted on the Department scheduler will be paid an additional half (½) time differential for time worked in excess of their posted hours of work in accordance with Article VII.

Section 4. Individual Shift Trades. Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, may trade shifts with written approval prior to the trade (on a shift trade form) from the affected shift supervisor(s). Shift trades will not occur as a matter of entitlement and are intended as a means to accommodate unique and personal employee situations. The City shall not record hours worked on a trade in the time to payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the shift trade forms) they have participated in. Any dispute related to shift trades shall not be subject to grievance and shall be resolved by and between the employees who trade.

Section 5. Shift Rotation Trades. With approval of the Chief of Police, or authorized designee, employees may trade an entire quarterly shift rotation, provided that the trade does not result in overtime expense to the City. Such trades shall be requested in writing, signed by both affected parties, at least fourteen (14) days prior to the scheduled shift rotation.

Section 6. Shift Assignments. The association may choose to conduct a shift bidding process where the officers will bid for the shift(s) worked, based on a seniority bidding process. If a bidding process is chosen by the association the bidding process for the year will take place prior to November 1<sup>st</sup> of each year prior to the vacation bid process as set forth in Article 19. The bidding will be for the upcoming year for

March through February. The bidding year will be broken into four quarters of March through May, June through August, September through November, December through February. The most senior officer will choose a shift rotation in each of the four quarters of their choosing. The second most senior officer will then choose a shift rotation in each of the four quarters they choose to work. This process will continue until all officers have chosen a shift in each of the four quarters. When a different shift is available an officer must choose to work at least one shift rotation that is different than the other three quarters that they choose. The shift rotation that is different from the first three quarters must be a different time of day. In other words, if an officer chooses to work "day shift" for three quarters they must choose to work a "lap shift", a "swing shift", or a "graveyard shift" for the fourth quarter. They may not choose another "day shift" even if it is different days of the week.

If an officer chooses not to participate whether on purpose or not showing up to the bidding process, they will be placed into the remaining shifts. If an officer can't attend the process they may participate through a proxy or by phone at their own initiative.

Pursuant to Article 3 Section 4, Management has the right to choose the hours and the days of the shifts. Management has the right to change a particular shift(s) due to operational needs throughout the year pursuant to Article 5 Section 4. If this occurs the affected officer(s) will move with the shift that changes or participate in a mutually agreed upon shift trade with another officer as described below. Management has the right to assign a particular shift for an operational need to a particular skill assignment such as a motor officer or drug K9 assignment. If an extended vacancy occurs to a particular shift due to an extended illness or employment resignation, Management has the right to move an officer into that shift. Management will do what is feasible to minimize the impact when operational adjustments need to be made. Mid-year new employee placements will be put into a shift that causes the least amount of disruption possible to the other shifts but taking into consideration the amount of supervision the new employee needs based on their experience.

If the Association chooses not to conduct a bidding process, Management will place officers into the schedule. The officers' assignments will then rotate quarterly throughout the year.

Section 7. Rest Periods. All employees are provided a paid fifteen (15) minute rest period during each one-half (½) shift, or when workload requires may be taken as part of other break periods. Must be able to show that workload required the combining of rest periods and they may not be saved up to go home early.

- Section 8. Meal Periods. All employees are provided with a paid meal period of not less than forty-five (45) minutes during each work shift on a 4-10 shift schedule and thirty (30) minutes each work shift if on a 5-8 shift schedule. Employees assigned as Detective may be scheduled to an eight (8) hour shift with a one (1) hour unpaid meal period, which if interrupted will be flexed if possible or paid.
- Section 9. Flex Time and Alternate Schedules. Officers assigned to Detectives, SRO, DARE, Motor Investigative, Canine, Narcotics, or other Task Force units, may flex hours of work or work any alternate schedule mutually agreed upon. Officers attached to a Task Force will work the schedule and breaks of the host department to which assigned.

### ARTICLE 6 – TIME BETWEEN SHIFTS

If an employee, because of court time or call back time, believes that the employee has not had adequate rest prior to the beginning of the next shift, the employee shall consult with a supervisor as soon as practical so that the supervisor may determine whether the employee should be relieved from all or part of their next regularly scheduled shift.

- Section 1. 16 Hour Safety Clause. Employees working sixteen or more hours in a twenty-four-hour period who provide notice to their supervisor at least one hour prior to reaching the sixteen-hour threshold may be given their consecutive scheduled shift off with pay. The department will ensure there are eight (8) consecutive hours off before returning to work. Employees who work a shorter shift due to the 8-hour adjustment will be compensated for the time they were off (i.e., no extension of next shift hours). In such an event where an employee return to work to work due to the 16-hour clause and the remaining shift time is less than three hours in length the employee will be paid for the entire shift. The twenty-four-hour period described herein shall commence at the start of the employee's regularly scheduled shift.

### ARTICLE 7 – OVERTIME

- Section 1. Overtime Defined. Employees shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay for overtime work under the following conditions:
1. All assigned work in excess of eight (8) hours on any scheduled eight (8)-hour work day or in excess of ten (10) hours on any scheduled ten (10)-hour work day;
  2. All assigned work in excess of forty (40) hours in any one (1) work week;
  3. All assigned work in excess of forty (40) hours in a work week or the hours in excess of the regularly assigned shift.

Section 2. Call-Back. An employee called to work outside their regularly scheduled shift shall be paid overtime at the rate of one and one-half (1½) times the employee's regular hourly rate, for a minimum of three (3) hours. This shall include all notarizations and all court appearances resulting from Stayton cases, not occurring during the employee's regularly scheduled work shift. Court appearances which do not arise from work performed as a Stayton police officer do not constitute "hours worked." Members are responsible for calling the court scheduling hotline after 5:00 p.m. on the evening prior to their scheduled court appearance to confirm whether court will proceed. Failure to do so will result in forfeiture of any entitlement to call-out pay if the court is subsequently canceled.

For purposes of this section, a call back must occur more than one (1) hour before the start of the work shift. Holdover for work contiguous with and additional to work performed during the employee's scheduled shift is not a "call-back" but is payable at the overtime rate for the reasons described in Subsection 1 of this Article. For example: If an employee's scheduled shift starts at 11:00 hours but the employee is called in to work at 10:00 hours, the employee would earn overtime for an additional hour only. If the officer was called in to work prior to 10:00 hours, the officer would be paid at the overtime rate for a minimum of (3) hours.

This applies also to an employee who is called back to work after their shift ends when there is a break between the end of the shift and the employee being called back. For example: If an employee's shift ends at 2100 hours but is called back prior to 2200 hours, any overtime payable is due to a continuation of the shift and is governed by subsection 1 of this Article. If the employee is called back to work after 2200 hours, the employee would be paid for a minimum of (3) hours. If the officer's shift is scheduled to end at 2100 hours, but the employee is authorized by the City to continue working until 2300 hours, the officer is paid hour for hour at the overtime rate in accordance with Subsection 1 of this Article.

Section 3. Overtime Call Back List. Supervisors will determine available staff to work overtime shifts. Callbacks for the overtime shifts will be based on seniority. If the supervisor receives either a "No" or "Maybe" or is not able to reach the employee, they will call the next senior officer. If the supervisor is not able to find someone willing to work, they may mandate an officer to work after calling officers by seniority.

## **ARTICLE 8 – COMPENSATORY TIME**

Compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate. Compensatory time may be earned and taken off with the mutual agreement of the City and the employee. Compensatory time off must be granted within a



reasonable time of an employee request if the use of comp time does not unduly disrupt operations.

Employees may accumulate up to eighty (80) hours of compensatory time.

- Section 1. Upon separation from employment, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee.
- Section 2. Compensatory time will be taken off by the employee at times which do not disrupt operations or cause the City undue hardship or otherwise avoidable overtime expense.
- Section 3. The City may substitute cash and purchase the requested compensatory time off if an agreement to schedule requested compensatory time off cannot be reached.
- Section 4. Employees may request payment of up to twenty (20) compensatory time hours to be paid off by the City up to two times each fiscal year. The City may purchase an employee's compensatory time balance at any time.
- Section 5. Compensatory time requests may be submitted not more than ninety (90) days in advance. A supervisor shall respond within ninety-six (96) hours of receipt of a request for compensatory time utilization. Compensatory time shall be taken off in blocks no greater than forty (40) hours.

## **ARTICLE 9 – ASSOCIATION REPRESENTATION**

- Section 1. Association Representation. When a member reasonably believes that an interview may result in discipline, the employee may request to have an Association representative present. The schedule of such representative will be reasonably accommodated. The role of the Association representative is limited as follows:
  - 1. The representative may inquire, at the outset of the interview, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
  - 2. During the questioning of the employee by the employer, the representative may participate only to the extent of seeking clarification of questions.
  - 3. After the employer has completed the questioning of the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information.
  - 4. Before the end of the meeting, the representative may suggest to the employer other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on the employer's deliberations concerning discipline.

If an employee refuses to participate in an interview and the purpose of the interview does not relate to discipline of that employee, or the employee's belief that discipline may result is not reasonable, the investigator shall so inform the employee. The employee's failure to proceed under such circumstances, after being ordered to answer questions, may lead to discipline.

Section 2. Use of Tape Recordings. The complete interview of a member may be recorded consistent with applicable laws. If a tape recording is made of the interview, a member under investigation shall have access to the tape after request. If a transcription of the taped interview is made, the member under investigation shall be provided a copy of the transcription. A member under investigation may use a personal recording device and record any aspect of an interview.

Section 3. Employee Responsibilities. A member under investigation for non-criminal misconduct may be required to meet with a supervisor or an internal affairs investigator for an interview when a formal complaint has been filed against the member and the member has been notified of the complaint. When to do so does not jeopardize the interests of the City, at least 24-hours' notice will be given. Other employees will also be interviewed as appropriate. Members will answer fully all questions which they may be asked regarding an internal affairs investigation and will cooperate with the internal investigation process. At the same time, no employee shall be deprived of any rights or freedoms afforded to any ordinary citizen by the United States Constitution or by the laws of the State of Oregon.

## **ARTICLE 10 – DISCIPLINE AND DISCHARGE**

Section 1. Non-Embarrassment. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Counseling. When there is evidence of unsatisfactory conduct, ordinarily the supervisor will verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. Documentation of verbal warnings will not be kept in the employee's central personnel file, but may be retained in a separate file by the employer.

Section 3. Just Cause and Progressive Discipline.

1. Just Cause: No employee who has completed the initial probationary period shall be disciplined or discharged without just cause, or without benefit of due process procedures established by the City as required by state and federal law. The parties recognize the tenets of progressive discipline and acknowledge that they may not always apply based upon the severity of or repetitive nature of the misconduct involved.

2. Discipline: Disciplinary actions include suspension without pay, demotion, discharge and any combination thereof, or in lieu thereof with the consent of the employee, loss of vacation, holiday or compensatory time. Discipline shall not include administrative leave from duty with pay.
3. Pay Reduction in Lieu of Suspension Without Pay: In lieu of imposing a specified suspension without pay, the City with the employee's and Association's consent may permit an employee to remain on the job and may reduce the employees hourly rate of pay for a period of up to sixty (60) days. The reduction in hourly pay shall be an amount necessary so that the total loss of pay suffered by the employee equals the loss which would have resulted had the suspension been imposed. The City must declare the duration of the suspension relied upon to set the hourly pay reduction. This declaration shall be deemed the basis for challenging the discipline. The overtime rate shall not be affected by the reduction in the employee's hourly rate of pay.
4. Imposition of Suspension Without Pay and Discharge: Prior to suspending an employee without pay the City shall notify the employee of the reasons for which the City intends to suspend that employee without pay, including notification of the facts relied upon. The employee shall be furnished and provided an opportunity to respond to the charges and express the employee's point of view. Prior to discharging an employee, the City shall furnish the nature of the offense and the facts known to the City at the time upon which the discharge decision is being based. Any such investigative documents will be made available to the employee if relied upon in the administration of discipline. Any information relied upon to impose discipline or to assess the level of discipline must be made available to the employee for review and rebuttal.

After notice and reasonable time, the employee shall be provided the right to present the employee's point of view based upon the reasons and facts presented. If it is necessary for the employee to do so, the City will provide an opportunity to review tapes which relate to the reasons and facts upon which the discipline is based. Any information provided to the employee shall be provided to the Association upon request of the employee.

With the employee's and the Association's consent, the City may place an employee on probation for a fixed period up to one year in lieu of discipline resulting in loss of the job, pay or benefits.

Section 4. Dismissal. When the Chief believes cause for dismissal exists, the Chief shall give the employee whose dismissal is under consideration, written notice containing:

1. A statement of improper conduct, inadequate performance, or other cause of discipline engaged in by the employee;

2. A statement that dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and,
3. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee who has been notified that dismissal is under consideration must be given at least ten (10) calendar days prior to the effective date of such dismissal, to respond to the statements in the notice. If an employee is suspended during this period, such suspension shall be with pay for at least ten (10) calendar days and, if the employee has not yet responded, the suspension may then be converted administratively to a suspension without pay until such time as the employee has responded and a determination can be made.

Section 5. Notice of Complaint and Investigation. When the City intends to open an Internal Affairs Investigation in or to fully and formally determine facts related to suspicion of misconduct, the employee will be notified unless to do so would compromise an investigation of criminal misconduct. Employees will be notified of the disposition of all formal complaints in accordance with City policy.

Dismissal shall be by written notice to the employee setting forth the cause for dismissal. Dismissal may be effective upon delivery of notice of dismissal to the employee or upon any stated time thereafter.

Section 6. Use of Deadly Force Situations. The City of Stayton Police Department will comply with Policy 305 and the Marion County Law Enforcement Use of Deadly Physical Force Response Plan relating to officer-involved shootings which the City will not amend without prior notice to the Association and bargaining, as provided for by the Public Employees Collective Bargaining Act known as PECBA.

## **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1. Internal Resolution. This grievance procedure is designed to provide an orderly dispute resolution process, thereby maintaining harmonious relationships. The City agrees that no employee shall suffer any form of reprisal as the result of filing a grievance. Any grievance which may arise between the parties to this Agreement may be settled as set forth below:

Step 1. The aggrieved employee, or group of employees, with or without Association representation, shall present in writing the grievance to the immediate supervisor within seven (7) working days of its occurrence, not including the day of occurrence. The Supervisor shall give their written reply within seven (7) working days of the date of presentation of the grievance, not including the date of presentation.

Step 2. If the grievance is not settled in Step 1, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the Chief of Police seven (7) working days after the immediate supervisor's response is given. The Chief of Police shall meet with the aggrieved employee or group of employees, the Association representative, and the immediate supervisory personnel. The Chief of Police shall reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance.

Step 3. If the grievance is not settled in step 2, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the City Administrator seven (7) working days after the Chief of Police presents their response. The City Administrator shall meet with the aggrieved employee or group of employees, the Association representative, the immediate supervisory personnel and the Chief of Police. The City Administrator shall reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance.

Section 2. Arbitration. If the grievance has been so submitted through step 3 and the Association does not accept the outcome, the Association may advance the grievance to arbitration by notifying the City within fourteen (14) business days of the City Administrator's decision. Thereafter, the City or the Association shall, singularly or jointly, request the State Employment Relations Board for a list of thirteen (13) arbitrators who reside in Oregon or Washington and are approved on the Federal Mediation and Conciliation Service list.

The City and the Association shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternately striking the names. The first strike shall be determined by the flip of a coin. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision shall be within the scope and terms of this Agreement and in writing.

The arbitrator shall be asked to submit their award within thirty (30) calendar days from the date of the hearing. The decision may also provide retroactivity to the original date of this Agreement. The City and the Association shall equally divide the compensation of the arbitrator's fee and the cost of any hearing room unless such are paid by the State of Oregon.

Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties but shall not be subject to any alteration by a third (3rd) party. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to respond timely shall move the grievance to the next step. Time limits

shall be satisfied so long as the mailing of a grievance and/or response of the responsible party was postmarked within the time limits specified. A grievance may be withdrawn at any time upon receipt of a signed statement from the Association or the employee. Authorized representatives or the bargaining unit shall process grievances during regular business hours without loss of pay or benefits.

## **ARTICLE 12 – LAYOFF**

- Section 1. Seniority Defined. Seniority is defined as the length of continuous service in the Department from the date of the employee's most recent hire. Seniority under this agreement shall apply only to layoffs and to vacation scheduling as provided in Article 13.
- Section 2. Layoff. In the event a layoff is necessary, the City shall advise the affected employees fifteen (15) working days in advance of the effective date. Layoff shall be determined solely by seniority.
- Section 3. Recall. Employees who have been laid off will receive priority consideration for job openings in the department for a period of twelve (12) months following layoff. During that time, notices of all department openings will be mailed directly to the laid off employee's last known address. It shall be the employee's responsibility to keep the City apprised of their current mailing address for that period. No new employees shall be hired in any vacated classification until all employees on layoff have had an opportunity, ten (10) working days from date of mailing of job openings to laid-off employees, to return to work in their former classification.

## **ARTICLE 13 – TRIAL SERVICE PERIOD AND SENIORITY**

- Section 1. Trial Service Period. All employees shall serve an eighteen (18) month trial service period from their last date of hire. During the first (1st) eighteen (18) months following the last date of hire, trial service employees shall have no recourse to the grievance procedure of this Agreement as pertains to items of discipline and discharge. In-lieu of probation termination the Chief of Police may extend the trial service period up to six (6) additional months, if the Chief of Police feels the employee is showing progress but needs more time. If this occurs the Chief of Police will notify the Association President of the decision. The Chief of Police has the option to offer a certified lateral employee a (12) month trial service period if they left previous employment under satisfactory terms. Upon promotion, an employee shall serve a nine (9) month trial service period during which the employee may be returned to the former position without loss of seniority.
- Section 2. Seniority. Police officers who are senior in grade, service and performance of duty will be recognized through the designation of Senior Police Officer. A police officer becomes eligible for senior police officer designation upon reaching ten years (10)

as a certified officer with the Stayton Police Department and has not had any disciplinary actions against them in the past two (2) years. Prior law enforcement experience is not included in calculating the years of service for this recognition.

#### **ARTICLE 14 – PERSONNEL RECORDS**

- Section 1. Inspection. Each employee, upon written request, shall have the right to review the contents of their own personnel file at the convenience of management within two business days of receipt of the request by the City's Human Resources representatives.
- Section 2. Access. Access to a staff member's personnel file shall be limited to only the individual employee involved and/or their designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein, such clerical personnel whose duty it is to maintain personnel files, and the City Council, acting as a body, provided such access does not conflict with the provisions of the Oregon Revised Statutes.
- Section 3. Signature/Copy and Response Rights. No material, which in any form can be construed, interpreted or acknowledged to be derogatory toward the employee, shall be placed in an employee's personnel file that does not bear either the signature of the employee indicating that he has been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. An employee may file a response to be attached in the personnel file within ten (10) working days of receipt of the material.
- Section 4. Removal of Letters of Warning. Letters of warnings shall be considered temporary contents of the personnel file and shall be removed and retained in a separate file by the City no later than eighteen (18) months after they have been placed in the employee's personnel file.
- Section 5. Restriction on City Reliance and Transmittal. Material placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's personnel file shall be transmitted without the explicit consent or request of the employee other than those authorized in this Article or by order of a court of competent jurisdiction or as otherwise required by law.
- Section 6. Commendations. All letters and material of commendation shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

## ARTICLE 15 – HEALTH AND WELFARE

- Section 1. Health Benefits. The City shall use its best efforts to continue to make available to the employees a medical health, dental, and vision insurance policy, equal to or better than current coverage, for each employee and their dependents.
1. The City retains the right to change insurance carriers, and/or plan features, if premium increases in the current plans make such action appropriate or for any other legitimate business reason.
  2. The City agrees in the event it determines that such changes are necessary, it will make every effort to continue to offer medical plans with benefits.
  3. In the event the City determines a change in carrier or plan features becomes necessary under this provision, it will notify the union of the proposed changes.
  4. The parties acknowledge they do not have control over tier structure, or the plan year configuration of the insurance provided but do recognize the potential duty to bargain significant impacts caused by such changes.
  5. The parties recognize that all other City employees are subject to cost containment and cost sharing measures
  6. The City shall agree to fund the existing HRA VEBA accounts annually.
- Section 2. Life and Disability. The City shall provide the employee with life and disability insurance equal to or better than the current coverage at no cost to the employee.
- Section 3. Liability. The City shall provide the employee with liability insurance equal to or better than the current coverage at no cost to the employee, while acting in an official capacity.
- Section 4. Retirement. The City shall provide the present retirement system for all eligible employees at no cost to the employees.
- Section 5. Flexible Spending Account. At no cost to the City, an employee may elect to participate in flexible spending account on the same basis and for the same purposes as City non-represented employees.

## ARTICLE 16 – SICK LEAVE

- Section 1. Accrual. All employees accrue paid sick leave benefits as insurance against the impact of illness or injury. Sick leave shall accrue at the rate of ten (10) hours per full calendar month of service. For employees whose accrual of unused sick leave on July 1, 2019 was 1,040 hours or less the cap on sick leave accrual shall be 1,040 hours. Accrual shall begin on the first day of employment.



- Section 2. Utilization. Employees are eligible to use sick leave in accordance with state law and as listed in the City of Stayton Employee Handbook. Newly hired employees are entitled to use sick leave from their date of hire. Employees must notify their supervisor no less than two hours prior to their shift start time.
- Section 3. Bereavement Leave. Employees are eligible for bereavement leave in accordance with state law and as listed in the City of Stayton Employee Handbook.
- Section 4. Leave Donations. Employees may be eligible for leave donations as referenced in the City of Stayton Employee Handbook.
- Section 5. Job-Related Injuries. If an employee becomes absent from work due to illness or injury for which the City's worker's compensation insurer accepts a claim, the employee shall be paid the difference between the time loss benefit paid to the employee by the insurer and the employee's net salary, after all mandatory deductions or withholdings required by law. Such payments shall be made until the employee returns to work or the employee's bank of accrued sick leave is exhausted.

#### **ARTICLE 17 – LIMITED DUTY**

When an officer who has been injured is certified as fit for limited or light duty but not full duty, the City may provide and the officer may, if offered, accept light-duty work employment subject to the following limitations:

1. The maximum duration of any such light duty employment assignment shall be six (6) months, which may be extended by mutual agreement if the City determines that it is in the City's interest to do so. All such assignments are temporary.
2. There is light-duty work which is sustainable and available in a department of the City.
3. Pay for such position shall be as follows:
  - a. If the disability was the result of an injury suffered in the course of employment with the City, salary will be paid through workers' compensation.
  - b. If the disability is not the result of an injury suffered in the course of employment with the City except as excluded below, the employee shall be paid at the employee's regular rate.

With respect to both (a) and (b) above, there shall be no charge to sick leave or supplemental pay available from the employee's accumulated sick leave bank for the time spent working in a limited-duty capacity. Paid leave time, including sick leave at the employee's regular hourly rate, shall, however, continue to be available while on a limited-duty assignment, and shall be available with respect to hours not worked.

4. The City may limit light duty to one (1) full-time equivalent employee (FTE) placed in light-duty positions. In the event more than one (1) employee is eligible to be placed in the position, employees may share the job with each employee assigned to an equal share of the forty (40) weekly work hours available.
5. The officer must be medically released to perform available, suitable work.
6. This Article 17 relating to Limited Duty shall not be interpreted or applied in a manner which is not consistent with the legal requirements of the ADA, ADAA, FMLA, OFLA and Oregon laws relating to injured workers.

## **ARTICLE 18 – MILITARY LEAVE**

Leave for active duty and active duty for training (including weekend drills) shall be granted in accordance with state and federal law. Employees intending to take such leave shall provide the Police Chief with written notice of all dates of military leave within five workdays of learning of the unit's training schedule or of learning of approval for individual training.

An officer's request for military leave shall take precedence over another officer's request for five (5) or more days' leave under the provisions of Article 22 of this Agreement, provided that the City shall make reasonable good faith efforts to accommodate both, the request for military leave and the request for five (5) or more days leave.

## **ARTICLE 19 – VACATIONS**

Section 1. Vacation Entitlement. Regular full-time employees shall earn vacation leave monthly based on the number of continuous years of service the employee has worked for the City:

1 - 3 years	80 hours annually
4 - 7 years	120 hours annually
8 - 12 years	160 hours annually
13 years or more	200 hours annually

Section 2. Continuous Service and Unused Vacation. Continuous service shall be service unbroken by separation from the department, other than military leave, vacation, sick leave, or leaves of absence. Upon termination of a permanent employee, he shall be paid for all earned but unused vacation time. Unused vacation will be charged off in the order in which it was earned. In case of death, compensation of accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

Section 3. Accrual. Vacation leave may accumulate from year to year up to a maximum accumulation of two hundred forty (240) hours. If the number of vacation hours

accumulated on January 1<sup>st</sup> on any year exceeds two hundred forty (240) hours, the employee will automatically lose any unused vacation over the maximum of two hundred forty (240) hours with no other compensation being given to the employee. An employee whose vacation is denied or canceled due to operational needs shall not suffer a forfeiture of vacation hours; this exclusion applies to vacation hours up to the number denied or scheduled and then canceled. Hours carried forward and not forfeited shall be used within six (6) months or they will be forfeited. Unless otherwise agreed upon.

Section 4. Utilization and Scheduling. An employee shall not be eligible to take vacation leave during the first six months of employment. The new employee may take leave during the first 6 months if it was agreed upon prior to the date of hire by agreement with the Chief of Police due to a previously scheduled and paid-for trip or for special circumstances such as a funeral or wedding. Employees shall be permitted to take a portion of, or all of their vacation time in ten (10) hour increments, except for good cause and at the discretion of the Chief of Police, employees may take vacation in five (5) hour increments. Employees who work an eight (8) hour schedule may request to take four (4) or eight (8) hour blocks of time. Prior to December 1<sup>st</sup> but after/post "shift bidding" process of each year employees may submit requests to schedule vacation, in a minimum of forty (40) hour blocks and a maximum of 120 hours for the period of arch through February of the following year. Longer vacations may be approved by the Chief of Police.

The SPOA will organize together prior to December 1st to submit requests to schedule vacation. The employees will each have the opportunity by seniority to request one (1) block of vacation starting with the most senior employee and continuing until all employees have had an opportunity to request one (1) block of vacation time. After the least senior employee has had an opportunity to request a block of vacation, the selection process will start over. Again, the most senior officer will have a second opportunity to request a block of time and continue through to the least senior employee. The selection process may continue in this rotating method until requesting is complete. During this process employees may not request more time than what they would have accrued by the time the vacation occurs. The employee may not request blocks of time during the bid process knowing the employee could only take the time by combining vacation and unearned comp time together. The SPOA will submit the requests by December 1<sup>st</sup> to the scheduling supervisor.

Vacations requested during the bid process are subject to cancellation prior to December 31st of the year the bid was submitted without any compensation by the City due to reasonable scheduling issues.

During the bid process no more than one employee may request a bid block or portions of a block of time. Such conflict will be resolved in favor of seniority. This

does not prevent the supervisors from later granting a second employee time off on a particular date(s) if staffing levels permit.

It may become necessary to restrict vacation bids on certain dates of the year. Examples may be such as a major planned community event or anticipated employee absence or due to a block of department-wide training. In such cases, if at all possible, the SPOA will be notified prior to the vacation bid process.

Employees may submit vacation requests during other parts of the year or for periods of time in blocks of less than forty (40) hours which shall be approved or denied case by case and first come first served. Requests for vacation shall not be unreasonably denied by the City, and supervisors shall respond to such requests within ten (10) calendar days of their submission.

Section 5. Deductions. The City shall not deduct earned vacation time from an employee without the employee's consent. In cases of disciplinary action, the City may deduct vacation time from the accruals of the employee without their consent. The deduction of time cannot be removed until a final determination on discipline has been made.

Section 6. Cancellation. An employee's scheduled vacation may be canceled by the City because of an emergency. In such cases, the City shall reimburse the employee for all non-refundable deposits incurred because of reliance on the scheduled vacation period.

Section 7. Mandatory Vacation. The Chief of Police may require an employee, who the Chief determines has permitted job performance to deteriorate significantly, to take vacation from any date after the employee has given Notice of Resignation from employment, until the date of job termination.

## **ARTICLE 20 – HOLIDAYS**

In lieu of holidays, employees will receive one personal day per month. Employees shall be entitled to either use this day as an additional day off or receive an additional day of pay within the month the personal day was earned. There will no accrual of personal days. Employees who wish to use the day as an additional day off will be required to submit a written request. In the event the request is denied by the City for operational reasons and is unable to be re-scheduled within the month the personal day was earned, the employee will be paid for the day.

Upon the ratification of July 1, 2022 SPOA Collective Bargaining Agreement, holiday time (personal day per-month) has been converted into the salary schedule and shall remain as part of salary unless negotiated otherwise.

## ARTICLE 21 – HEALTH AND SAFETY REGULATIONS

Section 1. The City agrees to abide by and maintain, in its facilities and operations, standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. Substance Abuse.

1. Policy: the City considers its employees its most valuable asset and is concerned for the safety, health, and well-being of its employees, and the health risks and performance problems that substance abuse can cause. This drug and alcohol policy and procedure is established based on these concerns.

The misuse of alcohol and other drugs can impair an employee's performance and their physical and mental health. It may also jeopardize employee safety and the safety of the public, which relies on the ability of city personnel to respond in emergencies. The City is committed to maintaining a safe and healthy workplace for all employees by identifying the misuse of alcohol and drugs and by assisting employees to overcome drug or alcohol related problems through appropriate treatment and, if necessary, disciplinary action. Each employee will be responsible for meeting performance, safety, and attendance standards.

The City has responsibilities pursuant to the Drug Free Workplace Act of 1988. The City expects and requires that employees will not report to a scheduled work shift under the influence of intoxicating liquor or illegal drugs and that on-call employees will not report to a call-out when intoxicated. The use, sale, possession, manufacture, distribution, and/or dispensation by an employee of an intoxicating liquor, controlled, or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees, or the public, is strictly prohibited, except for alcohol or medically prescribed controlled substances used off-duty, and except for lawful possession of evidence by police employees while on-duty. The parties recognize that conduct in violation of this policy may result in disciplinary action and/or criminal investigation if appropriate. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this section.

Nothing in this section shall be construed or applied to prevent a supervisor from responding in an on-call circumstance when, in the judgment of the supervisor who has recently consumed an alcoholic beverage, the supervisor is able to respond and discharge his or her duties appropriately.

2. Reports of Permitted Use. Each employee must report to his/her immediate supervisor the use of medically authorized drugs or other substances which the employee knows or should know can impair job performance and shall provide proper written medical authorization to work from a physician while using such authorized drugs. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair job performance. Any failure to provide proper evidence of medical authorization can result in disciplinary action.
3. Reports of Drug Conviction. Each employee must report facts and circumstances to the department head no later than five (5) days after conviction for violating any criminal drug statute.
4. Employee Education. The City will afford employees an opportunity to deal with drug and alcohol-related problems. The Finance Officer maintains information relating to the hazards of and treatment for drug and alcohol related problems. Any employee may seek advice, information, and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.
5. Employee Assistance. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The Finance Officer (who will consult with health care providers as appropriate) will assist employees who wish to identify and select an appropriate treatment program.

If an employee seeks drug treatment voluntarily and not under adverse employment circumstances, earned sick leave benefits may be used while attending rehabilitation. After such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the City's policy of maintaining a drug free workplace.

6. Discipline Related to Abuse. As a result of disciplinary action arising from a drug or alcohol problem, an employee may be directed to consult with or be evaluated by a health care provider. Such an employee may be required to participate in a drug or alcohol treatment program as a condition of continued employment.

A supervisor, based on reasonable suspicion that substance abuse is a factor in employment, may require an employee to be evaluated for drug and alcohol use and treatment. An employee may be required to participate in

follow-up care as part of a comprehensive alcohol and drug treatment program based upon medical advice.

An employee may be required to authorize the Finance Officer or department head to monitor treatment and satisfactory participation, and to submit to random blood and urine screening for alcohol and/or drugs for a specified period of time, not to exceed thirty-six (36) months in any situation when treatment is the result of City intervention. Medical confidentiality will be preserved, subject to rights granted by the employee to the supervisor and Chief of Police to monitor treatment and program compliance through the Finance Officer or directly with a health care provider.

7. Drug Testing Upon Reasonable Suspicion. Where a supervisory employee of the Department has a reasonable suspicion that an employee is under the influence of alcohol or drugs, the employee in question will be asked to submit to discovery testing including but not limited to urinalysis, a blood screen, breathalyzer, or multiple tests to confirm involvement with alcohol or drugs or that the employee is drug or alcohol free at the time in question. If drug use is confirmed, sick leave benefits will not apply if the employee seeks drug treatment, even if treatment is imposed as a condition of return to work or continued employment.
8. Consequence of a Positive Test. An employee who is found to be under the influence of or impaired by alcohol or illegal drugs as a result of a test requested by the City based upon reasonable suspicion will be subject to disciplinary action including suspension or dismissal.
9. Consequence of Refusal to Submit to Testing. An employee who refused to submit to discovery testing for alcohol and drugs promptly upon request of the supervisor will be subject to suspension or discharge, or both. Alleged lack of reasonable suspicion is not grounds to refuse to submit to a test; however, it is reason to challenge discipline if discipline is imposed based on the test result alone.
10. Testing Procedure. When the employee is notified that he/she is required to consent and submit to such tests, he/she may request the presence of a witness to the test. The test may not be delayed unreasonably in order to wait for the witness. The absence of a witness will not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a witness will not disrupt or interfere with the tests. If requested, the employee will consent to blood, urine, or Breathalyzer test(s), or any combination, by signing a consent form. The form will contain the following information:

- a. Employee consent to release test results to the City;
- b. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
- c. The consequences of a confirmed positive test result for a controlled substance, including marijuana;
- d. The consequences of a positive test for alcohol, under the circumstances;
- e. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
- f. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
- g. The consequences of refusing to consent to the blood, urine or breathalyzer test.

In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the City will require that a second confirmatory test from the same sample be conducted, using gas chromatography, mass spectrograph techniques, or a qualitative equivalent, which also must be positive, before concluding the employee has such substance(s) present in the body.

If the blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the City.

The procedures to obtain, handle, and store blood and urine samples and to conduct laboratory tests will be documented to establish procedural integrity and chain of evidence. Such procedure will be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee will be notified of the results of all tests conducted pursuant to this policy.

11. Definitions. For the purpose of this policy, the following definitions of terms are provided:

- a. Reasonable suspicion is defined as specific articulable observations by a supervisory employee concerning the work performance,



appearance (including noticeable odor of an alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered to constitute reasonable suspicion for discovery testing for drugs and alcohol, where human factors contribute to the incident and where a question of sobriety short of reasonable suspicion exists.

- b. Under the influence is defined as any detectable level of drugs (in excess of trace amounts which can be attributable only to secondary exposure) in an employee's blood or urine or any noticeable or perceptible impairment of the employee's mental or physical faculties, or any such impairment coupled with a blood-alcohol level of at least .02 percent.
- c. Intoxicated is defined as being under the influence with a blood alcohol level of .08 percent or higher by weight of alcohol in the blood.
- d. Controlled substances is defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, the sale, purchase, transfer, or use or possession of which is prohibited or restricted by law.
- e. Over-the-counter drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his/her duties.
- f. Prescription drugs is defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.
- g. Searches: Employees have no expectation to be free from search of a patrol vehicle, locker, desk, or contents of other similar department-controlled spaces. A search of areas used exclusively by an employee (when directed at or against an individual employee due to suspicion of a violation of this policy) will be based on reasonable belief that the employee possesses any controlled substance. If possible, notice to the employee and an opportunity to be present will be given.

## **ARTICLE 22 – CLOTHING ALLOWANCE**

If uniforms are required, they shall be furnished and maintained by the City, at no cost to the employee. Employees regularly assigned to patrol will be reimbursed for documented uniform cleaning expenses of all issued clothing based upon receipts submitted during the months of May and November of each year, not to exceed \$25 per month. Employees regularly assigned to non-

uniform detective positions are not eligible for cleaning reimbursement and will be paid \$200 in May and November, prorated if necessary. This payment is to be spent on clothing used at work, particularly suits, sport coats, slacks, ties and/or dress shirts. Original receipts must be turned in with the City-approved expense form when reimbursement is requested. Clothing allowance reimbursement is subject to the IRS taxable fringe benefit guidelines.

### **ARTICLE 23 – SALARIES AND INCENTIVES**

Section 1. Initial Placement. On recommendation from the Chief, a starting employee may be paid at a higher step if the employee's experience justifies it.

Section 2. Salary Administration.

1. Effective July 1, 2025, salaries of Patrol personnel shall receive a 4% COLA adjustment.
2. The City of Stayton and SPOA agree that regular market updates are a priority and should be completed a minimum of once every five (5) years. The City and SPOA agree to engage McGrath Human Resources Consultants, or a suitable agreed upon equivalent if they are not available, to complete a market update during the fiscal year beginning July 1, 2025. Upon completion of the update, the City and SPOA agree to meet to discuss the results.
3. Effective July 1, 2026, salaries of Patrol personnel shall be increased between 1-4% based on the average of the west CPI rate from January to December of the previous year.
4. Effective July 1, 2027, salaries of Patrol personnel shall increase between 1-4% based on the average of the west CPI rate from January to December of the previous year.

Section 3. Anniversary Date Defined. For employees hired before July 1, 2019, and for the purpose of advancement on the step schedule, an employee's "anniversary date" shall be the first day of the month of the employee's hire if the employee was hired not later than the fifteenth or the first day of the month following the month of hire if the employee was hired after the fifteenth.

Section 4. Advancement on the Step Schedule. Employees shall be advanced one step on the salary schedule on the annual anniversary of the employee's date of hire, provided that during the preceding year, the employee received a satisfactory performance evaluation.

*Note:* Receiving a salary increase before completing trial service shall in no way shorten the length of trial service nor otherwise improve a trial service employee's job security.

Section 5. Certificates. Each full-time employee who possesses one of the certificates listed below from the Department of Public Safety Standards and Training (DPSST) shall receive, in addition to their regular monthly salary the following amount:

1. Intermediate Certificate – \$200 per month
2. Advanced Certificate – \$300 per month
  - a. An employee who receives the Advanced Certificate incentive is not eligible to receive the intermediate incentive; these are not cumulative.

Section 6. Degrees. Each full-time employee who possesses one of the following degrees listed below shall receive, in addition to their regular monthly salary, the following amount:

1. Associates Degree – \$150 per month
2. Bachelor's Degree – \$200 per month
  - a. An employee who receives the Bachelor's Degree incentive is not eligible to receive the Associates Degree incentive; these are not cumulative.
3. Master's Degree – \$250 per month
  - a. An employee who receives the Master's Degree incentive is not eligible to receive the Associates Degree incentive; these are not cumulative

Section 7. Special Pay. Below are incentives available, with approval of the Police Chief, to Officers. No pyramiding is allowed (with the exception of bilingual pay); only one incentive per Officer at a time.

1. Employees who demonstrate fluency in Spanish (verbal and written) to the satisfaction of the bilingual committee selected by the Chief of Police shall be paid an additional 5% of base pay.
2. Employees shall receive 5% of base pay for hours worked while serving as a certified FTO and directly supervising a recruit/trainee.
3. Assigned Detective shall receive 3% of base pay.
4. School Resource Officer (SRO) shall receive 3% of base pay when assigned to schools.
5. Motor Officer shall receive 3% of base pay when riding motor.

Section 8. Merit Bonus. Employees who have reached the top salary step for their classification shall continue to be subject to annual performance appraisals as a measure of the employee's ongoing performance and as an opportunity to refresh the employee's and supervisor's mutual understanding of the supervisor's performance expectations. Upon a satisfactory evaluation, an employee at the top salary step for their classification will be eligible for an annual percentage bonus based on their annual salary as follows.

1. Exceeds Expectations (2.34 and above): 1%
2. Meets Expectations (2.11 to 2.33): 0.75%
3. Meets Expectations (1.90 to 2.10): 0.5%
4. Meets Expectations (1.67 to 1.89): 0.25%

An employee not meeting expectations following their annual review will not be eligible for the bonus.

Section 9. Longevity Pay. Longevity pay will be tied to merit and awarded to employees who meet or exceed expectations on their annual performance review. Award of longevity pay can be received in addition to the merit bonus (Article 23, Section 8).

1. City employees who have completed ten (10) years of continuous employment with the City will receive a one-time, 1% bonus based on their annual salary.
2. City employees who have completed fifteen (15) years of continuous employment with the City will receive a one-time, 1.25% bonus based on their annual salary.
3. City employees who have completed twenty (20) years of continuous employment with the City will receive a one-time, 1.5% bonus based on their annual salary.
4. City employees who have completed twenty-five (25) years of continuous employment with the City will receive a one-time 1.75% bonus based on their annual salary.
5. City employees who have completed thirty (30) years of continuous employment with the City will receive a one-time 2% bonus based on their annual salary.

Section 10. Fitness.

1. The fitness test is voluntary and available to any sworn staff member, not on probation, once every six (6) months.
2. The test administered may be the ORPAT or CRT, both of which are state recognized demonstrations of fitness in law enforcement.

3. There will be no compensation for the time it takes to come in and/or run the course. If an Officer chooses to do the fitness test and it happens to fall while on duty, they can perform the test on duty time.
4. There will be no DPSST training credits earned for running the course.
5. Officers receiving a passing score, as set by DPSST, will receive 10 hours of vacation time.
6. It is the responsibility of the Association to coordinate the procurement of the necessary equipment and secure an appropriate facility for proctoring the fitness test. These tasks should be carried out, when possible, during duty hours and must be approved by a supervisor to avoid conflict with shift coverage or other department needs. If logistics dictate a necessity of overtime to accomplish these tasks, overtime may be considered but would need to be done with prior approval. Additionally, Association members are responsible for scheduling the fitness test with those interested in taking the test. One ORPAT instructor will be authorized to proctor the test on duty time, and in some cases, when authorized by a supervisor, receive compensation at an overtime rate.

## **ARTICLE 24 – TRAINING**

Section 1. Training Approved for Compensatory Time. The City may authorize compensatory time off to cover off-duty training within the 80-hour compensatory time bank limits of this Agreement. Employees approved to attend non-mandatory training using compensatory time who are at the 80-hour compensatory time bank limit may be permitted to attend the training function if the employee submits a date certain for use of the generated compensatory time. The employee's original training request must state the number of hours of compensatory time that will be generated and the date and shift when the compensatory time will be used. The general guideline for the use of compensatory time generated in this manner will be within the payroll period in which it was earned, however, the City will permit up to two payroll periods for the employee to use the time.

Section 2. Training Not Subject to FLSA or Contract Overtime. Nothing in this Agreement shall be construed as preventing an employee, on the employee's own initiative, from attending an independent school or course after hours or on leave with or without pay, including but not limited to courses offered by DPSST and outside agencies. This subsection shall not apply to any training offered and conducted by the Stayton Police Department or the City. (This Article is based on FLSA Regulation 29 CFR Section 785.30.)

Section 3. The Department may schedule on duty, in service training required of all employees, or required of the entire Department. The City may change the scheduled hours of work in order to facilitate Department-wide training.

Mandated training may be scheduled with at least thirty (30) days advance notice. If an employee's hours of work are changed in order to attend training, the employee shall be afforded time off necessary to permit the employee to work safely and efficiently.

Section 4. DPSST Recruit Academy/New Hire Lateral. A recruit officer or new hire lateral officer attending DPSST Basic Academy Training (recruit/lateral) will work the schedule designated by the academy staff; overtime is not authorized without pre-approval. Recruit/lateral Officers attending the basic academy class are exempt from training schedule change requirements and shall be considered to be paid on a forty (40) hour per week salary basis, with overtime to be computed in accordance with FLSA Section 7k and forty-two (42) hours in a seven (7) day period.

#### **ARTICLE 25 – SAVINGS CLAUSE**

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

#### **ARTICLE 26 – TERM OF AGREEMENT**

This agreement shall become effective on July 1, 2025 and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2028, and shall continue in effect during the period of successor negotiations until a successor agreement is reached.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

**STAYTON POLICE OFFICERS ASSOCIATION**

**CITY OF STAYTON, OREGON**

\_\_\_\_\_  
David Bevens, President

\_\_\_\_\_  
Brian Quigley  
Mayor

\_\_\_\_\_  
Matthew Leonard, Vice President

\_\_\_\_\_  
Julia Hajduk  
City Manager

## SCHEDULE A

Effective July 1, 2025 employees shall be paid according to the Salary Schedule below.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$66,197.09	\$69,506.94	\$72,982.28	\$76,631.40	\$80,462.97	\$84,486.11	\$88,710.42



**CITY OF STAYTON**  
**M E M O R A N D U M**

**TO:** Mayor Brian Quigley and the Stayton City Council

**FROM:** Alissa Angelo, Assistant City Manager

**DATE:** July 21, 2025

**SUBJECT:** Appointment of Public Arts Commission Members

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**ISSUE**

Shall the Council approve Resolution No. 25-021, appointing Michele Jungwirth and Eric Loftin to the Public Arts commission?

**ENCLOSURE(S)**

- Public Arts Commission Appointment Application – Michele Jungwirth
- Public Arts Commission Appointment Application – Erin Loftin
- Resolution No. 25-021

**STAFF RECOMENDATION**

N/A

**BACKGROUND INFORMATION**

The Public Arts Commission is comprised of five community members. As of June 2025, the Planning Commission had two vacancies. The term for the vacant positions expires on December 31, 2026 and December 31, 2027.

On June 12, 2025, City staff received an application for appointment from resident Michele Jungwirth requesting appointment to the Public Arts Commission. On July 7, 2025 City staff received an application from resident Eric Loftin requesting appointment to the Public Arts Commission. Both applications were forwarded to the Department Head, Commission Chair, and Council Liaison for the Planning Commission. Representatives have indicated they agree with the appointment.

**FISCAL IMPACT**

N/A

**MOTION(S)**

No motion necessary; consent agenda approval.





**CITY OF STAYTON**  
**APPLICATION FOR COMMISSION/COMMITTEE**

CITY OF STAYTON 45

JUN 12 2025

RECEIVED

NAME OF COMMISSION/COMMITTEE:

Public Arts Commission

PLEASE CHECK ONE:

☒ New Applicant  
☐ Application for reappointment

Years resided in Stayton: 3

PLEASE PRINT

Name Michele Jungwirth

Occupation Nursing Assistant

1. Please give a brief description of the experience or training that qualifies you for membership on this commission/committee. (If you wish, you may attach a resume or other pertinent material.)

I don't have any formal experience that qualifies me, but I do participate in the Marion County and Oregon State Fair contest, I got Second Place in table setting and Pie competitions

2. Why do you want to become a member of the above-mentioned commission/committee and what specific contribution would you hope to make?

Art is my life, I believe everything you do is a art, how you dress, how you decorate, I would love to be apart of something that brings art closer to me. I go to all art events all over, so I feel I could contribute ideas, what worked, what doesn't work.

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

3. Please list the community concerns related to this commission/committee that you would like to see addressed if you are appointed.

My Personal concern is Stayton doesn't have very many art events, there are no galleries. Even if we were to try would anyone come?

4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

I am a introvert, so I have never been involved in a community group, but I am passionate about art so I will come out of my comfort zone.

5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?

No.

6. How did you learn about this vacancy?

☒ Our Website ☐ Word of mouth ☐ Other

7. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the committee on which you are seeking appointment?

Signature of Applicant

Date

6/12/25

PLEASE RETURN TO:

City of Stayton  
362 N. Third Avenue  
Stayton, OR 97383

*It is the policy of the City to comply with all federal and state statutes on equal employment opportunity. This policy shall be applied without regard to any individual employee or job applicant's sex, race, color, religion, national origin, ancestry, age, marital status, political affiliation, genetic information, veteran status or any other legally protected status per state and federal law.*

**PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION**



**CITY OF STAYTON**  
**APPLICATION FOR COMMISSION/COMMITTEE**

47  
CITY OF STAYTON  
JUL - 7 2025  
RECEIVED

NAME OF COMMISSION/COMMITTEE:

PUBLIC ARTS

PLEASE CHECK ONE:

☒ New Applicant  
☐ Application for reappointment

Years resided in Stayton: 40

PLEASE PRINT

Name ERIC LEFTIN

Occupation ART TEACHER

1. Please give a brief description of the experience or training that qualifies you for membership on this commission/committee. (If you wish, you may attach a resume or other pertinent material.)

I'VE BEEN AN ART TEACHER FOR NEARLY 20 YEARS. PRIOR TO TAKING A JOB IN BEAVERTON, I TAUGHT AT REGIS FOR 15 YEARS. I'VE BEEN A SHOWING ARTIST, SERIOUSLY STARTING IN 2010. I'VE HAD MY WORK FEATURED IN THE UK, JAPAN, & SEVERAL EXHIBITIONS DOMESTICALLY.

2. Why do you want to become a member of the above-mentioned commission/committee and what specific contribution would you hope to make?

FAMILIARIZING MYSELF W/ VISUAL ARTS GOINGS ON IN TOWN IS VERY APPEALING. I HAVE A LOT OF EXPERIENCE IN PUTTING ON EXHIBITIONS, SO I WOULD LIKE TO SEE AN INCREASE IN OPPORTUNITIES FOR ARTISTS IN STAYTON.

3. Please list the community concerns related to this commission/committee that you would like to see addressed if you are appointed.

THERE ARE MANY ARTISTS IN/AROUND THE AREA. IT WOULD BE NICE TO SEE THEM HAVE MORE OPPORTUNITIES TO CONNECT AND PARTICIPATE IN EXHIBITIONS OR EVEN NETWORKING OPPORTUNITIES.

4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

I WAS THE VICE PRESIDENT OF FISH CREEK ART CENTER FOR ABOUT A YEAR IN COLLEGE @ WOU. TEACHING @ REGIS, I GOT TO KNOW A LOT OF PEOPLE, & I HAVE A LOT OF EXPERIENCE WITH ART.

5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?

No,

6. How did you learn about this vacancy?

\_\_\_\_\_ Our Website ☒ Word of mouth \_\_\_\_\_ Other

7. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the committee on which you are seeking appointment?

No

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

7/7/2025

PLEASE RETURN TO:

City of Stayton  
362 N. Third Avenue  
Stayton, OR 97383

It is the policy of the City to comply with all federal and state statutes on equal employment opportunity. This policy shall be applied without regard to any individual employee or job applicant's sex, race, color, religion, national origin, ancestry, age, marital status, political affiliation, genetic information, veteran status or any other legally protected status per state and federal law.

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION



**RESOLUTION NO. 25-021**  
**APPOINTMENT OF MICHELE JUNGWIRTH AND ERIN LOFTIN TO THE PUBLIC**  
**ARTS COMMISSION**

**WHEREAS**, the Public Arts Commission is comprised of five community members with two vacancies;

**WHEREAS**, community members Michele Jungwirth and Eric Loftin have sought appointment to the Public Arts Commission;

**WHEREAS**, the application for appointment was forwarded to the Department Head, Public Arts Commission Chair, Council Liaison, and Mayor who reviewed the applications and recommended the appointment of Michele Jungwirth and Eric Loftin to the Public Arts Commission filling the vacant seats expiring December 31, 2026 and December 31, 2027; and

**WHEREAS**, Council has reviewed the applications and concurs with the recommended appointment.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The Council accepts Mayor Quigley's appointment of Michele Jungwirth to the Public Arts Commission for a term expiring December 31, 2026.
2. The Council accepts Mayor Quigley's appointment of Erin Loftin to the Public Arts Commission for a term expiring December 31, 2027.

This Resolution shall become effective upon its adoption by the Stayton City Council.

**ADOPTED BY THE STAYTON CITY COUNCIL THIS 21<sup>ST</sup> DAY OF JULY 2025.**

CITY OF STAYTON

Signed: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Brian Quigley, Mayor

Signed: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_

Julia Hajduk, City Manager





**CITY OF STAYTON**  
**M E M O R A N D U M**

**TO: Mayor Brian Quigley and the Stayton City Council**  
**FROM: Alissa Angelo, Assistant City Manager**  
**DATE: July 21, 2025**  
**SUBJECT: Resolution No. 25-022, Accepting the Abstract of Election Results from the May 20, 2025 Special District Election**

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**STAFF RECOMENDATION**

By consent, approving Resolution No. 25-022 accepting the Abstract of Election Results from the May 20, 2025 Special District Election.

**ENCLOSURE(S)**

- Resolution No. 25-022

**BACKGROUND INFORMATION**

Oregon Statute requires the County Clerk to deliver certified election results to the jurisdiction's elections officer following the election. The local government then must review and acknowledge acceptance of the Abstract of Election Results.

For your information, an Undervote occurs when the number of choices selected by a voter is less than the maximum number allowed for that contest or when no selection is made for a single choice contest. An Overvote occurs when one votes for more than the maximum number of selections allowed in a contest.

**FACTS AND FINDINGS**

An election was held on May 25, 2025 and citizens of Stayton cast votes for the following:

- Library Local Option Tax Levy

**OPTIONS**

Accept the Abstract of Election Results

**MOTION(S)**

Consent Agenda approval.



**RESOLUTION NO. 25-022  
ACCEPTING THE ABSTRACT OF ELECTION RESULTS FROM THE  
MAY 20, 2025 SPECIAL DISTRICT ELECTION**

**WHEREAS**, at a Special District Election held in the State of Oregon, County of Marion, in the City of Stayton on May 20, 2025, the citizens of Stayton cast votes for the Library Local Option Tax Levy;

**WHEREAS**, the Marion County Clerk has duly and regularly certified the results of the Special District Election held on May 20, 2025; and

**WHEREAS**, the City of Stayton received the certified election results from the Marion County Clerk, attached to this resolution as Exhibit A and by this reference incorporated herein.

**NOW THEREFORE, THE CITY OF STAYTON RESOLVES:**

**SECTION 1.** The Stayton City Council accepts the certified election results from the Marion County Clerk for the Library Local Option Tax Levy as the final official results (Exhibit A).

This Resolution shall become effective upon its adoption by the Stayton City Council.

**ADOPTED BY THE STAYTON CITY COUNCIL THIS 21<sup>ST</sup> DAY OF JULY 2025.**

CITY OF STAYTON

Signed: \_\_\_\_\_, 2025

BY: \_\_\_\_\_  
Brian Quigley, Mayor

Signed: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_  
Julia Hajduk, City Manager



**Marion County**  
OREGON

COUNTY CLERK  
Bill Burgess  
(503) 588-3579  
[bburgess@co.marion.or.us](mailto:bburgess@co.marion.or.us)

ADMINISTRATION  
(503) 584-4785  
Fax: (503) 373-4408

ELECTIONS  
(503) 588-5041  
Fax: (503) 588-5383  
[elections@co.marion.or.us](mailto:elections@co.marion.or.us)

LICENSING AND RECORDING  
(503) 588-5226  
Fax: (503) 373-4408  
[recording@co.marion.or.us](mailto:recording@co.marion.or.us)

STATE OF OREGON                    }  
  } SS.  
COUNTY OF MARION               }

## CERTIFICATE

I, Bill Burgess, Marion County Clerk and Chief Election Official of Marion County, being first duly sworn, do depose and say:

THAT the attached abstracts are the true and final tallies from Marion County for the May 20, 2025 Special District Election.

IN WITNESS HERETO I do set my hand this 16th day of June, 2025.

Bill Burgess  
Marion County Clerk



Measure 24-511 Cumulative  
Results

Official Election

Run Time 3:38 PM  
Run Date 06/13/2025

Marion County

Special District Election

5/20/2025

Page 1

53

Official Results

Registered Voters  
1578 of 224651 = 0.70%

Precincts Reporting  
118 of 118 = 100.00%

24-511 - City of Stayton Proposed Tax

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	1,578	5,874	26.86%

Choice	Party	Vote By Mail		Total	
YES		872	55.97%	872	55.97%
NO		686	44.03%	686	44.03%
Cast Votes:		1,558	100.00%	1,558	100.00%
Undervotes:		20		20	
Overvotes:		0		0	

\*\*\* End of report \*\*\*

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the May 20, 2025 Special District Election.

June 16, 2025

Signature of County Clerk  
Bill Burgess

Date of Abstract



Marion County

Special District Election

5/20/2025

Page 1

24-511 - City of Stayton Proposed Tax

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
655	872	686	1,558	20	0	1,578	1,578	5,874	26.86%
Totals	872	686	1,558	20	0	1,578	1,578	5,874	26.86%

Marion County

Special District Election

5/20/2025

Page 2

Official Results

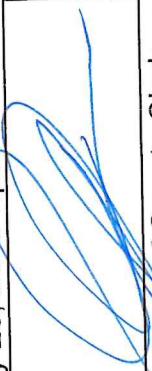
Registered Voters

1578 of 224651 = 0.70%

Precincts Reporting

118 of 118 = 100.00%

\*\*\* End of report \*\*\*

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the May 20, 2025 Special District Election.	
	June 16, 2025
Signature of County Clerk Bill Burgess	Date of Abstract





**CITY OF STAYTON**  
**M E M O R A N D U M**

**TO:** Mayor Quigley and the Stayton City Council  
**FROM:** Julia Hajduk, City Manager  
**DATE:** July 21, 2025  
**SUBJECT:** Re-Adoption of Pacific Power Franchise Agreement

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**ISSUE**

The issue before the Stayton City Council is re-adoption of the electric utility franchise agreement with PacifiCorp, doing business as Pacific Power and Light Company. The original adoption of the franchise ordinance occurred earlier this year; however, due to an administrative delay in obtaining signatures within the necessary timeframe, the ordinance became void. Re-adoption is required to allow sufficient time for Pacific Power to respond and execute the agreement.

**ENCLOSURE(S)**

Updated Franchise Ordinance

**STAFF RECOMMENDATION**

Staff recommends the Council re-adopt the franchise agreement ordinance. The agreement aligns with modern utility practices and is critical to ensuring a continued, reliable partnership with Pacific Power.

**BACKGROUND INFORMATION**

The City of Stayton has maintained an electric utility franchise with Pacific Power since at least 1964. Most recently, Ordinance No. 939 (2011), as amended by Ordinance No. 950 (2013), governed the franchise agreement. That agreement expired in 2023, and the City has since worked with Pacific Power on a comprehensive update.

This updated ordinance was previously adopted by the Council; however, due to a delay in final execution and the need to provide Pacific Power a formal response window, the ordinance was not finalized in time, invalidating the adoption. We are therefore bringing it forward again for re-adoption.

The proposed agreement includes:

- A 10-year term with automatic one-year renewals up to 10 years
- Improved standards for construction coordination and restoration
- Requirements for GIS mapping and annual reporting
- Clarified insurance and indemnification terms

- Automatic extension to annexed areas
- Continuation of the 7% franchise fee

As the franchise agreement is codified in the Stayton Municipal Code, this re-adoption also amends the code accordingly.

**FISCAL IMPACT**

The agreement preserves the existing 7% franchise fee on gross electric revenues, maintaining a stable revenue stream for the City.

**OPTIONS**

1. Approve the re-adoption of the updated franchise agreement ordinance.
2. Request modifications to the agreement.
3. Decline to re-adopt and provide further direction.

**MOTION(S)**

Move to approve the ordinance granting a non-exclusive electric utility franchise to PacifiCorp dba Pacific Power and authorize the City Manager to execute the agreement.



**ORDINANCE NO. 25-005**  
**AN ORDINANCE AMENDING CHAPTER 4.12 OF THE STAYTON MUNICIPAL**  
**CODE**  
**TO READOPT UPDATED TERMS AND CONDITIONS FOR THE PACIFIC POWER**  
**FRANCHISE AGREEMENT**

**WHEREAS**, the City of Stayton ("City") previously adopted Ordinance No. 25-001 on April 7, 2025 granting a non-exclusive electric utility franchise to PacifiCorp, doing business as Pacific Power and Light Company ("Pacific Power"); and

**WHEREAS**, due to administrative delays, the ordinance was not executed within the timeframe necessary to comply with Section 4 of the agreement which provided 60 days for the Franchisee to file an unqualified written acceptance of the agreement or the agreement would be void; and

**WHEREAS**, the City Council desires to re-adopt the franchise agreement in order to comply with procedural requirements and ensure an updated agreement is in place; and

**WHEREAS**, PacifiCorp, doing business as Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Stayton, Oregon, and surrounding areas; and

**WHEREAS**, the Pacific Power Franchise agreement is codified in Chapter 4.12 of the Stayton Municipal Code; and

**WHEREAS**, It is in the public interest to grant a new franchise agreement to PacifiCorp under the terms and conditions outlined in the attached agreement.

**NOW THEREFORE, THE STAYTON CITY COUNCIL ORDAINS AS FOLLOWS:**

- SECTION 1.** The Stayton City Council hereby amends Chapter 4.12 of the Stayton Municipal Code to repeal the existing language and replace the language as shown in Exhibit A
- Section 2.** With said amendment and upon signature of all parties, the City grants a non-exclusive electric utility franchise to PacifiCorp, doing business as Pacific Power, in accordance with the terms and conditions set forth in Exhibit A
- Section 3.** The Mayor is authorized to sign, and the City Manager is authorized to administer said agreement on behalf of the City of Stayton

**ADOPTED BY THE STAYTON CITY COUNCIL THIS 21<sup>ST</sup> DAY OF July 2025.**

Signed: \_\_\_\_\_, 2025

BY: \_\_\_\_\_  
Brian Quigley, Mayor

Signed: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_  
Julia Hajduk, City Manager

**NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE AGREEMENT  
BETWEEN THE CITY OF STAYTON AND PACIFICORP dba PACIFIC POWER**

This Non-Exclusive Electric Utility Franchise Agreement (“Agreement” or “Franchise”) is between the CITY OF STAYTON, a municipal corporation of the state of Oregon (“City”), and PACIFICORP dba Pacific Power, an Oregon business corporation (“Franchisee”).

**SECTION 1. Definitions.** Any capitalized term used but not defined in this Agreement shall have the meaning set forth in the Stayton Municipal Code Title 4 Franchises.

1.1 “Electric Facilities” shall mean Franchisee’s electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, communication lines, distribution and related facilities for electric vehicles, and other physical components located within any Right-of-Way within the City by virtue of the rights granted under this Agreement, or predecessor franchise agreement.

1.2 “Gross Revenues” shall mean any and all revenue of Franchisee derived from the retail sale and use of electric power and energy within the municipal boundaries of the City, including (i) revenues from the sale to and use of electricity and electric service by Franchisee’s retail customers within the municipal boundaries of the City, and (ii) revenues from the use, rental, or lease of Electric Facilities to serve Franchisee’s retail customers located within the municipal boundaries of the City, in each case, excluding amounts charged and received for separately billed governmental taxes and governmental fees, and after adjustment for the net write-off of uncollectible accounts and bill corrections.

1.3 “Right-of-Way” shall mean the space in, upon, above, along, across, over, or under any public street, road, highway, bridge, alley, sidewalk, trail, path, parking strip, public easement on private property, and all other public ways or areas, to the extent that the City owns or controls said ways or areas, and holds the necessary right, title, interest, and authority to grant a franchise to occupy and use such areas for the purpose herein stated.

**SECTION 2. Grant of Franchise.** Subject to the Stayton Municipal Code, the City hereby grants to Franchisee the right, privilege, and authority to construct, maintain, operate, upgrade, and relocate its Electric Facilities in, under, along, over and across the present and future Right of Ways within the City, for the purpose of supplying and transmitting electric power and energy utility service on the terms and conditions stated herein. This Franchise, and the grant of authority herein, is subject to prior rights, interests, agreements, regulations, rules, permits, easements or licenses granted by the City, the City code, and to the City’s and the public’s right to use and administer the Right-of-Way. Likewise, this Franchise does not apply to Electric Facilities that do not rely on the authority granted under this franchise to be located in a particular Right-of-Way, i.e., areas in a Right-of-Way where Franchisee holds requisite real property rights such as a private easement or fee simple title.

**SECTION 3. Term.** The initial term of this Franchise is for ten (10) years (“Initial Term”), commencing on the Effective Date, as defined under Section 25 below. This Agreement shall

renew automatically each year thereafter, up to ten (10) years, if neither party provides written notice of non-renewal to the other party at least six (6) months prior to the expiration of the Initial Term.

**SECTION 4. Acceptance by Franchisee.** Within sixty (60) days after the passage of the ordinance adopting this Agreement by the City, Franchisee shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

**SECTION 5. Non-Exclusive Franchise.** The right to use and occupy the Rights of Way of the City shall be nonexclusive, and the City reserves the right to grant similar franchise rights to any other person or entity and the right to use the Rights of Way for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Franchisee's Electric Facilities or Franchisee's rights granted herein.

**SECTION 6. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

**SECTION 7. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation, or maintenance by Franchisee of its Electric Facilities. Franchisee shall indemnify, defend, and hold the City, its officers, agents, or employees ("City Parties") harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Franchisee's, or its agents', employees', or contractors' ("Franchisee Parties"), use of the Rights-of-Way within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Franchisee of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and Franchisee with respect to such claim, demand, or lien, permit Franchisee to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by Franchisee, Franchisee shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Franchisee shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with any negligent or willful act or failure to act of the City Parties. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 or 30.287.

**SECTION 8. Insurance.** Franchisee shall purchase and maintain at Franchisee's expense, or otherwise provide through a program of self-insurance, Commercial General Liability and Commercial Automobile Insurance covering bodily injury and property damage in an amount of Five Million Dollars (\$5,000,000.00). Franchisee's insurance policy shall be primary and non-contributory, and Franchisee shall remain fully responsible for any claims resulting from negligence or intentional misconduct of Franchisee or Franchisee Parties in performance of this



Agreement, even if not covered by or in excess of insurance limits. Additionally, Franchisee shall obtain and maintain Workers' Compensation insurance required by ORS Ch. 656. Franchisee shall ensure that each of its contractors obtains and maintains workers' compensation insurance and obtains proof of the coverage before performing work. Franchisee shall provide proof of coverage required by this Section, by acceptable Certificate of Insurance and Endorsement from their respective carrier(s) or, if self-insured, a certificate of self-insurance with respect to the same. The City may, at any time, terminate this Franchise for Franchisee's failure to maintain the required insurance.

## **SECTION 9. Annexation.**

**9.1 Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by Franchisee located within any Right-of-Way of the annexed territory shall thereafter be subject to all of the terms hereof.

**9.2 Annexation.** When any territory is approved for annexation to the City, the City shall, no later than ten (10) calendar days after passage of an ordinance approving the proposed annexation, provide by both first-class and certified mail to Franchisee: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to the addresses set forth in Section 21 of this Agreement.

Additional or increased fees or taxes, other than ad valorem taxes, imposed on Franchisee as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to Franchisee in accordance with ORS 222.005, as amended from time to time.

## **SECTION 10. Planning, Design, Construction, and Operation of Electric Facilities.**

**10.1** Franchisee shall conduct its operations under this Agreement, including construction, installation, maintenance, repair, replacement, upgrade, and operation of its Electric Facilities in accordance with applicable federal, state and city laws, codes and regulations.

**10.2** Except in the case of an emergency, Franchisee shall, prior to commencing new construction or major reconstruction work in the Right-of-Way, apply for a permit from the City. The City shall not allow the permit to be unreasonably withheld, conditioned, or delayed. Franchisee will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Nothing in this Agreement shall be construed to limit the right of the City to require Franchisee to pay permit or to cover reasonable costs incurred by the City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with the Franchisee or its Electric Facilities. Notwithstanding the foregoing, Franchisee shall not be obligated to obtain a permit to perform emergency repairs.

**10.3** All Electric Facilities shall be located so as to cause minimum interference with the Rights-of-Way of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with applicable rules, ordinances, and regulations of the City.

**10.4** Restoration. If, during the course of work on its Electric Facilities, Franchisee causes damage to or alters the Right-of-Way or public property, Franchisee shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced. City may refuse to issue additional permits to Franchisee if Franchisee fails to restore said Right-of-Way or public property within sixty (60) days of the original damage or alteration or such longer period as is approved by City, acting in its reasonable discretion based on the nature and scope of the required work and all other applicable circumstances.

**10.5** Notification. City and Franchisee shall comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations in connection with the work performed by or on behalf of each of them in the Rights of Way.

**10.6** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Franchisee shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**10.7** The City shall have the right to use all poles and suitable overhead structures owned by Franchisee within the Rights-of-Way without cost for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated, or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Franchisee shall assume no liability, nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Franchisee's use of same. Nothing herein shall be construed to require Franchisee to increase pole size, or alter the manner in which Franchisee attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Franchisee and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Franchisee.

**10.8** Subject to the aforementioned requirements of sub-section 10.2, Franchisee shall have the right to excavate the Rights-of-Way subject to reasonable conditions and requirements of the City, including but not limited to Stayton Municipal Code Section 12.04.140. Before installing new underground conduits or replacing existing underground conduits, Franchisee shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of Franchisee to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Franchisee's Electric Facilities or delay project completion.

**10.9** Before commencing any street improvements or other work within a Right-of-Way that may affect Franchisee's Electric Facilities, the City shall give written notice to Franchisee.

**10.10** No structures, buildings, or signs shall be erected below Franchisee's Electric Facilities or in a location that prevents access by Franchisee to maintain its facilities.

## **SECTION 11. Franchisee Records and Reports.**

**11.1 Reports and Mapping.** Franchisee shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise, and said report shall include, at City's advance written request, electronic mapping of Franchisee's Electric Facilities within the City limits. The City shall confirm receipt of the report and request any corrections thereto to Franchisee within a reasonable time following receipt of the report.

Franchisee's electronic mapped facility data will consist of poles, pad mount transformers, and wire located within the city limits w. Attribute information will be limited to facility identifiers. Data can be provided in a ESRI compatible geodatabase with associated metadata or other mutually agreed upon format.

With respect to any information, including but not limited to the mapping data, which Franchisee furnishes or otherwise discloses to the City under this section, Franchisee does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose thereof. It is further understood and agreed that neither Franchisee nor its representatives shall have any liability or responsibility to the City or another party or to any other person or entity resulting from the use of any information or data so furnished or otherwise provided. Mapping data is provided for general location purposes only and may not accurately identify the exact location of facilities or current construction. No attempt has been made to verify the records to reflect current site conditions and Franchisee is not responsible or liable for any injury, death or damage that may result from differing site conditions.

The information furnished by Franchisee is provided with the understanding that the City will treat the information as confidential, to the extent possible, under the Oregon Public Records Act. If a public records request is made for any respective information included under this Agreement, the City will provide Franchisee with notice of the request and sufficient time to seek a protective order prior to providing the documentation to any third party.

**11.2 Books and Records; Audit.** Franchisee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this Franchise, and for at least six (6) years after the expiration or termination of this Franchise Agreement. Franchisee shall produce all books and records directly concerning its Gross Revenues and other financial information necessary to calculate the Franchise Fee consistent with Section 15 below for inspection by City, upon 10 days' written notice, during normal working hours; provided that only records that support payments which occurred during a period of three (3) years prior to the date the City notifies Franchisee of its intent to conduct an inspection shall be subject to review. The City shall have the further right during the term of this Franchise, or within 180 days after expiration or termination of the Franchise, to audit Franchisee's records for the period of three

years prior to the audit. If the audit reveals underpayment of seven percent (7%) or more, the City may expand the audit to cover up to six (6) years. The audits shall be undertaken by a qualified person or entity selected by the City, and the cost shall be borne by the City, unless the results of the audit reveal an underpayment of more than seven percent (7%) or more, then the full cost of the audit shall be paid by the Franchisee. Franchisee shall promptly pay the portion of the underpayment as determined by the audit not subject of a good faith dispute to City together with five percent (5%) annual interest from the date the payment should have been made to the date the payment is actually made. Any audit information obtained by the City shall be kept confidential to the maximum extent allowed by Oregon law.

## **SECTION 12. City Rights and Obligations.**

**12.1 Supervision and Inspection.** With respect to all work performed by Franchisee under this Agreement, the City shall have the right to inspect all construction and installation of Franchisee's Electric Facilities to ensure compliance with governing laws, ordinances, rules, and regulations.

**12.2 Termination and Abandonment.** In the event of termination of this Franchise, if the City and Franchisee are not engaged in efforts to renew or renegotiate the terms of this Franchise, all the overhead Electric Facilities installed or used by Franchisee shall be removed by Franchisee at Franchisee's expense, or decommissioned and abandoned in place with approval of the City, and the property on which the Electric Facilities were used restored by Franchisee to the condition it was in before installation; and all underground Electric Facilities installed or used by Franchisee shall be decommissioned and abandoned in place. Consistent with state law, such removal or decommissioning and abandonment shall occur within one (1) year of termination or expiration of this Franchise.

**12.3 City's Work in Right-of-Way.** Whenever the City performs, causes, or permits to be performed any work within the Right-of-Way or adjacent property where, in the City's opinion, such work would disturb or interfere with Franchisee's Electric Facilities, the City shall, or shall require its agents, employees, or contractors, to notify, in writing, Franchisee sufficiently in advance of the contemplated work to enable Franchisee to take such measures as may be necessary to protect its Electric Facilities.

**12.4 Subdivision Plat Notification.** Before the City approves any new subdivision the City shall provide notice of the proposed subdivision and request for comments to PacifiCorp:

Pacific Power  
Attn: Property Management/Right-of-Way Department  
830 Old Salem Road  
Albany, Oregon 97321

## **SECTION 13. Relocation of Electric Facilities.**

**13.1 City Request.** The City reserves the right to require Franchisee to relocate overhead Electric Facilities within the Rights-of-Way in the interest of public convenience, necessity, health,

safety or welfare, at no cost to the City. Within ninety (90) days after written notice to Franchisee that Franchisee may proceed with such relocation, Franchisee shall commence the overhead relocation of its Electric Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Franchisee, identify a reasonable alignment for the relocated Electric Facilities within the Right of Way.

**13.2 Developer or Third-Party Request.** Franchisee shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of private property in the area or any project sponsored or funded by a third party (including but not limited to any governmental agency or instrumentality other than the City), or is made for the benefit or convenience of a third-party (e.g., a customer of Franchisee), Franchisee may charge the expense of removal or relocation of the Electric Facilities to the developer or other third-party. For example, Franchisee shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of, or caused by, a private development. The City shall require the developer or third-party to pay Franchisee for such relocation costs, as part of its approval procedures (for example, a condition of approval). However, Franchisee shall be solely responsible for enforcing collection from the developer or other third-party, but Franchisee shall not be required to remove or relocate Electric Facilities for the benefit of third-parties until it receives payment for the removal or relocation. “Caused directly,” as used in this sub-section, shall mean that the removal or relocation of Facilities due to private development or third party project is necessary to enable the developer or third party to make any improvements or otherwise satisfy any conditions required under any permit, rule, regulation, or other requirement applicable to the project.

**13.3 Underground Conversion.** In cases of any project undertaken by the City, Franchisee shall remove and replace overhead Facilities with underground Facilities at the request of the City, so long as Franchisee is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

**13.4 Relocation Request; Responsiveness.** Franchisee agrees to respond within a reasonable timeframe but no later than thirty (30) days following a written request from City to all City requests (i) for relocation or conversions of Facilities within or around the Right-of-Way; (ii) for discussion(s) or meeting(s) on possible relocations or conversions; and (iii) for discussion(s) or meeting(s) on design, planning, or implementation of public works or other development projects or other proposals regarding the Right of Way, whether City initiated or private development, that may impact the Franchisee’s Electric Facilities.

**SECTION 14. Vegetation Management.** Franchisee or its contractor may prune all trees and vegetation which overhang the Rights-of-Way, whether such trees or vegetation originate within or outside the Rights-of-Way, to prevent the branches or limbs or other part of such trees or vegetation from interfering with Franchisee’s Electric Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and

problematic. Nothing contained in this section shall prevent Franchisee, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

## **SECTION 15. Compensation.**

**15.1 Franchise Fee.** In consideration of the rights, privileges, and franchise hereby granted, Franchisee shall pay to the City from and after the Effective Date of the acceptance of this franchise, seven percent (7%) of its Gross Revenues derived from within the corporate limits of the City. The Franchise Fee shall be due and payable within 30 (thirty) days after the end of each month. With respect to any amount or portion thereof past due hereunder that is not disputed in good faith by Franchisee, the City shall have the right to charge interest at the rate of five percent (5%) per annum. With each payment, Franchisee shall furnish City with a written statement setting forth the amount of Gross Revenues of Franchisee within the City for the monthly period covered by the payment. City's acceptance of any payments due under this Section shall not be considered a waiver by the City of any breach of this Franchise.

All amounts paid under this section shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies Franchisee of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the Franchise Fee amount as may then be allowed by state law. The City shall provide Franchisee with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to Franchisee.

**15.2** The Franchise Fee shall not be in addition to any other license, occupation, franchise, or excise taxes or charges, excluding applicable permit fees under Section 10.2 and relocation expenses required to be paid by Franchisee under this Franchise, which might otherwise be levied or collected by the City from Franchisee with respect to Franchisee's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

**SECTION 16. Renewal.** If neither party provides written notice of non-renewal to the other party at least six (6) months prior to the expiration of the Initial Term, after the Initial Term, this Agreement shall renew automatically for one year; and thereafter, this Agreement will continue to renew automatically each year for up to a total of ten (10) years. Franchisee shall have the continued right to use the Rights-of-Way of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**SECTION 17. No Waiver.** Neither the City nor Franchisee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its

officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 18. Transfer of Franchise.** Franchisee shall not sell, assign, dispose of, lease, assign, or transfer in any manner whatsoever any interest in this Franchise, without written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event the City provides such consent, the City may impose reasonable conditions, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Franchisee the actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. Franchisee may mortgage this Franchise, together with its Electric Facilities, in order to secure any legal bond issue or other indebtedness of Franchisee, with no requirement of City's consent or that the trustees acknowledge in writing and agree to be bound by the terms of this Franchise.

**SECTION 19. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or Franchisee may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Franchisee and formally adopted as an ordinance amendment.

**SECTION 20. Termination and Enforcement.**

**20.1 Termination.** The City may terminate this Franchise Agreement upon the failure of Franchisee to perform any material term, condition, or obligation imposed upon it under this Agreement; provided that the City shall first provide Franchisee written notice of any such failure and Franchisee shall have sixty (60) days from receipt of such notice to cure the failure, or if the failure cannot be reasonably cured with sixty (60) days, to commence and diligently pursue curing the failure. If Franchisee does not cure the failure within the sixty (60) day period, or does not commence and diligently pursue curing the failure, then the City Council may declare the Franchise Agreement terminated. The City shall provide a notice of termination to Franchisee, following the declaration of termination by City Council. Franchisee may challenge the notice of termination by providing a written protest to City Manager within twenty (20) business days of the date of the notice of termination. City Manager, upon receipt of protest, shall refer the protest to City Council for a public hearing and decision. The termination will not become final until a decision is made by City Council, at a public meeting. Given the public health and safety considerations that arise as a result of cessation of power distribution within the City, if the City decides to terminate the Franchise, it shall set a termination date that allows for implementation of a plan to assure continued electrical power delivery service.

**20.2 Non-contestability.** Neither the City nor Franchisee will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the

Franchise nor shall Franchisee be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

**20.3 Additional Claims; Remedies Non-Exclusive.** Notwithstanding the termination procedures under section 20.1 above, in the event Franchisee or the City fails to fulfill any of their respective obligations under this Franchise, the City, or Franchisee, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise. The parties agree to make best and reasonable efforts to confer and discuss potential issues that may arise under this Agreement prior to exercising any additional breach of contract or legal claims, as may be available under law. All remedies granted herein under this Agreement are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Failure to enforce any provision of this Agreement shall not be construed as a waiver of a breach of any other term, condition, or obligation of this Agreement.

**SECTION 21. Notices.** Unless otherwise specified herein, all notices from Franchisee to the City, or the City to Franchisee, pursuant to or concerning this Franchise shall be delivered to:

FRANCHISEE  
PacifiCorp Customer Contact Center  
P.O. Box 400  
Portland, Oregon 97202-0400

CITY OF STAYTON  
362 N. Third Ave  
Stayton, OR 97383  
Attn: City Manager

With a copy to:  
PacifiCorp  
Attn: Office of the General Counsel  
825 N.E. Multnomah, Suite 2000  
Portland, Oregon 97232

**SECTION 22. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 23. Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to



consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**SECTION 24. Governing Law; Interpretation.** Interpretation of this Franchise Agreement shall be governed by the laws of the State of Oregon and any legal action relating to this Franchise Agreement shall be brought in Marion County Circuit Court.

**SECTION 25. Effective Date.** This Agreement shall be made effective upon the date on which the ordinance adopting this Agreement is effective (“Effective Date”).

**PASSED by the City Council of the City of Stayton, Oregon this \_\_\_\_ day of \_\_\_\_\_, 2025.**

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**



**CITY OF STAYTON**  
**M E M O R A N D U M**

**TO:** Mayor Quigley and the Stayton City Council  
**FROM:** Julia Hajduk, City Manager  
**DATE:** July 21, 2025  
**SUBJECT:** Adoption of Updated Emergency Operations Plan

---

**ISSUE**

The City Council is being asked to adopt the updated Emergency Operations Plan (EOP), as revised through staff and stakeholder review and developed in coordination with Marion County Emergency Management

**ENCLOSURE(S)**

- Draft Emergency Operations Plan (2025 Update)
- Resolution No. 25-023, Adopting the 2025 Emergency Operations Plan

**STAFF RECOMMENDATION**

Staff recommends the City Council adopt the updated Emergency Operations Plan as presented.

**BACKGROUND INFORMATION**

The City of Stayton's Emergency Operations Plan (EOP) establishes the framework through which the City prepares for, responds to, and recovers from emergencies and disasters. While there were staff level updates in more recent years (2015 and 2019), the only formally adopted EOP appears to have been completed in 1992 and adopted via Resolution 493. This current revision is needed to align with current best practices, reflect changes in organizational roles, and integrate updated hazard information and emergency protocols.

In partnership with Marion County Emergency Management and under guidance from emergency management consultants, the draft update incorporates input from City staff and local stakeholders, including law enforcement, public works, and community planning. The plan outlines incident response procedures, assigns responsibilities, and provides a structure for coordination with local, county, and state agencies.

The plan was made available for review by internal staff and external partners, and comments were incorporated into the final draft.

**FISCAL IMPACT**

There is no direct fiscal impact from the adoption of the Emergency Operations Plan.

Implementation of certain response measures may require allocation of resources during an emergency, which will be addressed through existing emergency funding mechanisms or subsequent Council action as necessary.

**OPTIONS**

1. Adopt the updated Emergency Operations Plan as presented.
2. Adopt the updated Emergency Operations Plan with specified amendments.
3. Decline to adopt the updated plan and provide further direction to staff.

**MOTION(S)**

Motion to adopt Resolution No. 25-023, Adopting the City of Stayton Emergency Operations Plan dated July 2025.



**RESOLUTION NO. 25-023**  
**A RESOLUTION ADOPTING THE CITY OF STAYTON EMERGENCY OPERATIONS**  
**PLAN (2025 UPDATE)**

**WHEREAS**, the City of Stayton recognizes the importance of being prepared for natural and human-caused emergencies and disasters; and

**WHEREAS**, the City has undertaken a comprehensive update of its Emergency Operations Plan (EOP) to reflect current best practices, organizational responsibilities, and coordination with local and regional emergency management partners; and

**WHEREAS**, the updated Emergency Operations Plan was developed in partnership with Marion County Emergency Management and incorporates input from City departments, emergency service providers, and other local stakeholders; and

**WHEREAS**, the Emergency Operations Plan establishes the framework by which the City will respond to, manage, and recover from emergencies, and supports coordination with state and federal agencies; and

**WHEREAS**, the City Council has reviewed the updated Plan and finds it to be in the best interest of public health, safety, and welfare.

**NOW THEREFORE, THE CITY OF STAYTON RESOLVES:**

**SECTION 1.** The updated City of Stayton Emergency Operations Plan, dated June 2025, is hereby adopted as the official emergency operations guidance for the City.

**SECTION 2.** The City Manager, or their designee, is authorized to implement the provisions of the Emergency Operations Plan and to make administrative updates as necessary to ensure the Plan remains current and effective.

This Resolution shall become effective upon its adoption by the Stayton City Council.

**ADOPTED BY THE STAYTON CITY COUNCIL THIS 21<sup>ST</sup> DAY OF JULY 2025.**

CITY OF STAYTON

Signed: \_\_\_\_\_, 2025

BY: \_\_\_\_\_  
Brian Quigley, Mayor

Signed: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_  
Julia Hajduk, City Manager



# City of Stayton Emergency Operations Plan

*July 2025*



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## I. Introductory Material

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### Promulgation Statement

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#### A. STAYTON EMERGENCY OPERATIONS PLAN PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved.

The Stayton Emergency Operations Plan provides a comprehensive framework for city-wide emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies in Stayton.

The Stayton Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of Stayton government and with the authority vested in me as the Chief Executive Officer of Stayton, I hereby promulgate the Stayton Emergency Operations Plan.

---

Julia Hajduk  
City Manager, City of Stayton



## Approval and Implementation

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- A. This plan supersedes the City of Stayton Emergency Operation Plan dated August 2011. The transfer of management authority for actions during an incident is done through the execution of a written delegation of authority from an agency to the incident commander. This procedure facilitates the transition between incident management levels. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The Stayton Emergency Operations Plan delegates the Mayor's authority to specific individuals if he or she is unavailable. The chain of succession in a major emergency or disaster is as follows:

1. Emergency Program Manager
2. Incident Commander

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Quigley  
Mayor, City of Stayton

\_\_\_\_\_  
Vacant  
City Council Member

\_\_\_\_\_  
Ken Carey  
City Council Member

\_\_\_\_\_  
Jordan Ohrt  
City Council Member

\_\_\_\_\_  
David Patty  
City Council Member

\_\_\_\_\_  
Steve Sims  
City Council Member



## Record of Distribution

Copies of this plan have been provided to the following jurisdictions, agencies, and people. Updates will be provided when available. Recipients will be responsible for updating their respective Emergency Operations Plans when they receive changes. The City of Stayton Emergency Management Director will direct the responsible city agencies to distribute plan updates; however, the Emergency Management Director is ultimately responsible for dissemination of all plan updates

Plan #	Office/Department	Representative	Signature
1	American Red Cross		
2	City Mayor		
3	City Council		
4	City Manager		
5	City Department Heads: <ul style="list-style-type: none"> <li>• Public Works Director</li> <li>• Public Works Operations Manager</li> <li>• Police Chief</li> <li>• Assistant City Manager</li> <li>• Finance Director</li> </ul>		
6	City ICS Position Designees		
7	Primary Emergency Operations Center		
8	Stayton Fire District Chief		
9	METCOM		
10	Santiam Hospital		
Electronic	Marion County Emergency Management		
Electronic	Oregon Department of Emergency Management		

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## II. Purpose, Scope, Situation Overview, and Assumptions

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### A. Purpose

The Stayton EOP provides a framework for coordinated response and recovery activities during an emergency. This plan is primarily applicable to extraordinary situations and is not intended for use in response to typical day-to-day emergency situations. This EOP complements the Marion County EOP, the State of Oregon Comprehensive Emergency Management Plan (CEMP), and the National Response Framework (NRF). It also identifies critical tasks needed to support a wide range of response activities.

### B. Scope

The city EOP is intended to be invoked whenever the city must respond to an unforeseen incident or planned event, the size or complexity of which exceeds those normally handled by routine operations. Such occurrences may include natural or human-caused disasters and may impact the city itself, neighboring cities, unincorporated areas of the county, or a combination thereof.

This plan is intended to guide the city's emergency operations only-to compliment and support implementation of the emergency response plans of the various local governments, special districts, and other public- and private-sector entities within and around the city, but it is not intended to supplant or take precedence over them. The primary users of this plan are the city staff, emergency planning groups, leaders of local emergency support volunteer organizations, and others who may participate in emergency response efforts. The public is welcome to review non-sensitive parts of this plan to better understand the processes by which the city manages risks and disasters.

### C. Situation Overview

The city of Stayton is exposed to many hazards, all of which have the potential to affect the community. Possible natural hazards include droughts, floods, wildfires, and winter storms among others. Other threats such as an active shooter, armed assault, and industrial accident (list not all inclusive) could also adversely impact the community. This section of the EOP describes the community demographics, hazards and threats, hazard analysis and planning assumptions.

Additionally, the hazards have been analyzed by their impact on Community Lifelines. According to FEMA, a lifeline enables continuous operation of critical government and business functions and is essential to human health and safety or economic security. Lifelines are considered the most fundamental services in a community that, when stabilized, enable all other aspects of society to function. When disrupted, decisive intervention (e.g., rapid service re-establishment or employment of contingency response solutions) is required to stabilize an incident. There are eight Community Lifelines comprised of numerous components and subcomponents (see figure 1-1):

1. Safety and Security
2. Food, Hydration, Shelter
3. Health and Medical
4. Energy
5. Communications
6. Transportation

7. Hazardous Materials
8. Water Systems

Not every incident will impact all lifelines or their components. Lifelines and components are fixed, but subcomponents may be adjusted as necessary. Component level assessment is required to determine the status of each lifeline.



**Figure 1-1 Community Lifelines and Components**

#### D. Characteristics

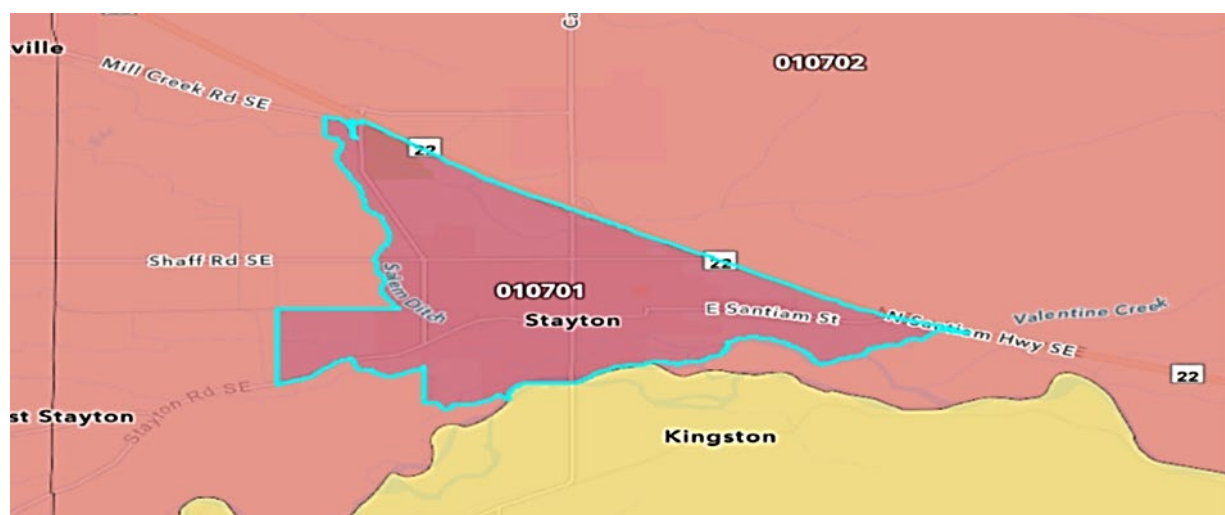
Stayton, Oregon, is a small city located in Marion County, approximately 15 miles southeast of Salem. With a population of around 8,200 residents, Stayton serves as a regional hub for surrounding rural communities. The city is situated along the North Santiam River, which presents potential flooding risks during heavy rainfall or rapid snowmelt. Stayton's moderate climate experiences warm, dry summers and cool, wet winters, with occasional extreme weather events such as ice storms, windstorms, and wildfires. These weather conditions, along with the city's proximity to the Cascade foothills, require a well-prepared emergency response strategy to mitigate risks to residents, infrastructure, and essential services.

Stayton's transportation infrastructure includes Oregon State Highway 22, a major east-west route that connects the city to Salem and the Santiam Canyon region. This highway is critical for emergency response, commerce, and daily travel but is susceptible to closures due to ice, snow, and fallen trees during severe weather. While Stayton does not have an active passenger rail service, the Willamette Valley Railway operates a freight line that passes 1.3

miles south of the city, supporting local industries and supply chains. Disruptions to this rail line due to extreme weather or infrastructure damage could impact the transportation of essential goods, making alternative supply routes a necessary consideration in emergency planning.

Public safety in Stayton is managed by the Stayton Police Department, Stayton Fire District, and Marion County emergency services. The city relies on coordinated efforts between local agencies, utility companies, and regional partners to ensure preparedness and effective disaster response. Given Stayton's vulnerability to ice storms, flooding, and other natural disasters, proactive planning and public education efforts remain crucial in maintaining safety, keeping transportation routes clear, and minimizing disruptions.

Stayton has a significant industrial area on the western end of the city. The largest industrial employer is the manufacturing sector, which employs approximately 636 people. Notable manufacturing companies in Stayton include Ninth Inning Corp., 4M's Precision Machining LLC, River City Machine, Inc., G & J Cabinetry LLC, and Northwest Target, Inc. Additionally, the former NORPAC site is being redeveloped into the Santiam Industrial Center, aiming to attract businesses in warehousing, distribution, and light manufacturing, potentially boosting local industrial employment.



**Figure 1-2 Census Tract 010701**

CRCI Indicator Name	
Percent without a HS Diploma	11.72%
Percent Age 65 and Older	17.49%
Percent with a Disability	14.73%
Percent of Households without a Vehicle	7.82%
Percent of Households with Limited English	.38%
Percent Single-Parent Households	12.25%
Percent of Households without a Smartphone	12.97%
Percent Mobile Homes Relative to Housing	2.18%
Percent Owner-Occupied Housing	60.08%
Number of Hospitals per 10,000 People	0.09
Number of Medical Practitioners per 1,000 People	0
Percent without Health Insurance	2.36%
Percent Below Poverty Level	8.98%
Median Household Income	\$72,778
Percent Unemployed Labor Force	5.32%
Percent Unemployed Women in the Labor Force	6.11%
Percent Workforce Employed in Predominant Sector	18.17%
Income Inequality (Gini Index)	0.49
Social/Civic Organizations per 10,000 People	0.67
Percent without Religious Affiliation	54.11%
Percent Inactive Voters	8.77%
Population Change	0.21

**Figure 1-3 CRCI Indicator**

To provide additional context about the community, planners analyzed the National Economic Resilience Data Explorer ([NERDE](https://nerde.anl.gov/))<sup>1</sup> tool to identify key housing and infrastructure indicators for the city of Stayton and surrounding areas and revealed the following (based on U.S. Census Bureau American Community Survey 5-year estimates 2018-2022):

1. Median Gross Rent is \$1,058 per month.
2. Median Monthly Owner Cost is \$1,759.
3. Median Property Value is estimated at \$373,300.
4. Median Annual Property Taxes are \$1,812.
5. Average Per-Capita Annual Income is \$36,114.

Planners also analyzed FEMA's Resilience Analysis and Planning Tool ([RAPT](https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cdbe5f758fc6))<sup>2</sup> to identify Community Resilience Challenge Index (CRCI) indicators. This CRCI data provides a relative composite value measured as an average of counts of standard deviations from the national mean for each of the 22 indicators. The city of Stayton is situated in census tract 010701 within Marion County. Figure 1-2 displays census tract 010701 and table 1-3

<sup>1</sup> <https://nerde.anl.gov/>

<sup>2</sup> <https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cdbe5f758fc6>



displays the CRCI values for this census block. Planners can analyze this data to identify underserved populations and potential challenges to the community's ability to quickly recover from a disaster (resilience) utilizing a whole community approach.

#### E. **Hazard Profile**

FEMA divides hazards and threats into three categories to include: natural, technological, and human-caused. Hazards and threats can produce a variety of community impacts. FEMA has developed Community Lifelines to increase disaster operations effectiveness. Community Lifelines represent the most fundamental services in the community that, when stabilized, enable all other aspects of society to function. Each Community Lifeline consists of components and subcomponents that help define the services that comprise the lifeline. The following list displays the eight FEMA Community Lifelines and associated components for each element:

1. Communications (Components: Infrastructure, Alerts, Warning and Messages, 9-1-1 and Dispatch, Responder Communications, and Finance)
2. Energy (Components: Power Grid and Fuel)
3. Food, Hydration, Shelter (Components: Food, Hydration, Shelter, Agriculture)
4. Hazardous Materials (Components: Facilities, HAZMAT, Pollutants, Contaminants)
5. Health and Medical (Components: Medical Care, Patient Movement, Public Health, Facility Management, Medical Supply Chain)
6. Safety and Security (Components: Law Enforcement/Security, Fire Services, Search and Rescue, Government Services, Community Safety)
7. Transportation (Components: Highway/Roadway, Mass Transit, Railway, Aviation, Maritime)
8. Water Systems (Components: Potable Water Infrastructure, Wastewater Management)

The planning team applied the Community Lifelines construct when assessing and estimating impacts from future incidents. To account for changing climate, analysts and the planning team examined the Climate Risk and Resilience (ClimRR) portal and Climate Explorer tools to estimate future impacts for some natural hazard incidents and project what impacts may look like by the year 2050. Analysts assessed the Representative Concentration Pathway (RCP) 4.5 data to project future impacts to the City of Stayton. The National Risk Index (NRI) was utilized to determine the risk or impact to Community Lifelines.

Analysts assessed the Representative Concentration Pathway (RCP) 4.5 data, which is described by the Intergovernmental Panel on Climate Change as an intermediate scenario. Emissions in RCP 4.5 peak around the year 2050, then decline. This modeling allows planners to project future impacts to the city of Stayton.

#### F. **Natural Hazards**

The city of Stayton is exposed to a wide range of natural hazards, all of which have the potential to disrupt Community Lifelines, generate injuries and/or fatalities, and damage

property and the environment. Based on a review of FEMA's National Risk Index (NRI<sup>3</sup>) online tool, natural hazards that could impact the city of Stayton include:

1. Droughts
2. Earthquakes
3. Floods
4. Hailstorms
5. Heat and cold waves
6. Ice storms
7. Landslides
8. Strong wind incidents
9. Tornadoes
10. Volcanoes
11. Wildfires
12. Winter weather

The subsequent sections below describe each of the natural hazards and projected impacts to the city of Stayton based on Figure 1-4 and the National Risk Index for Census Tract 010701.

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<sup>3</sup> <https://www.fema.gov/flood-maps/products-tools/national-risk-index>

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's Expected Annual Loss value, community risk factors, and the adjustment factor used to calculate the risk value.

Hazard Type	Risk Index Rating	Risk Index Score	National Percentile
Avalanche	Not Applicable	--	
Coastal Flooding	Not Applicable	--	
Cold Wave	No Rating	0	0   100
Drought	Very Low	78.9	0   100
Earthquake	Very High	99.4	0   100
Hail	Relatively Low	56.3	0   100
Heat Wave	Relatively Low	42.2	0   100
Hurricane	Not Applicable	--	
Ice Storm	Relatively Low	51.1	0   100
Landslide	Relatively Low	68.1	0   100
Lightning	Relatively Low	23.5	0   100
Riverine Flooding	Relatively Low	58.5	0   100
Strong Wind	Very Low	20.5	0   100
Tornado	Very Low	19.9	0   100
Tsunami	Not Applicable	--	
Volcanic Activity	No Rating	0	0   100
Wildfire	Relatively Low	55.7	0   100
Winter Weather	Relatively Moderate	83.5	0   100

**Figure 1-4 National Risk index**

## G. Drought

A drought is a long period of abnormally low precipitation that persists long enough to produce a serious hydrologic imbalance. Based on an analysis of FEMA NRI data collected from 2000 to 2021, the region averages nearly 10 drought incidents per year; however, the expected annual losses from a drought incident are very low when compared to other natural hazards. An analysis of the ClimRR portal and Climate Explorer climate modeling tools revealed the following projections by the year 2050:

1. ClimRR Data Analysis
  - a. The days without precipitation are expected to decrease by 1.67 days.
  - b. Annual precipitation total is expected to increase around 3.4 inches.
  - c. The maximum average annual temperature is projected to increase by 2.5°F.
2. Climate Explorer Data Analysis
  - a. The number of dry days annually is projected to increase by 2050 to about 5 days when compared to today.

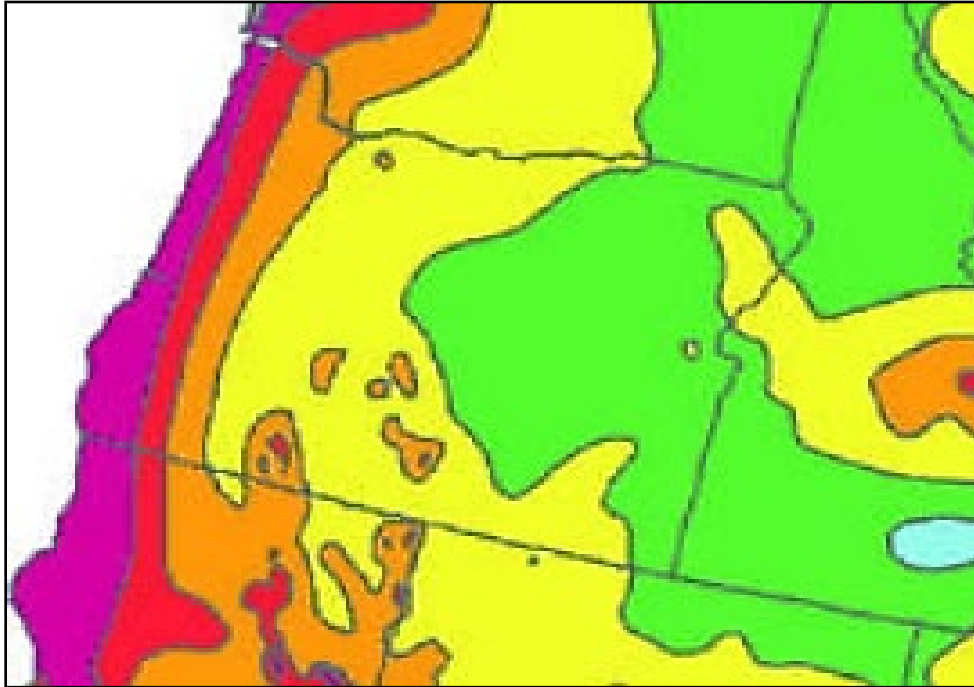
- b. Annual precipitation total is expected to increase by about 2 inches.
- c. The maximum average annual temperature is projected to increase by about 1.4°
- 3. Drought Impact Analysis: Based on the projections listed above, the likelihood of a drought occurring, and the adverse impacts are expected to worsen by the year 2050 when compared to 2024 due to increases in average maximum temperatures and extended periods of days without precipitation. Drought increases the risk of other incidents such as wildfire and makes forests more susceptible to insects like the bark beetle. Planners anticipate impacts to the following Community Lifelines during a severe drought:
  - a. Food, Hydration, Shelter: A drought may result in higher food prices due to limited supply of produce, higher cost of meat products due to agriculture losses, and implementation of possible water restrictions as available drinking water sources become depleted.
  - b. Water Systems: A prolonged drought can deplete drinking water sources and in severe cases, cause wells to run dry.

## H. Earthquakes

Social and geological records show that Oregon has a history of seismic incidents. According to FEMA's NRI tool data, the region around the city of Stayton has a 0.247% chance of annual occurrence. Planners expect impact severity from a future earthquake to increase due to increasing population growth and development of infrastructure to support the state's population increase. Based on a review of the United States Geological Service ([USGS](https://www.usgs.gov))<sup>4</sup> Earthquake Hazard Map areas in western Oregon, the Oregon coastline has the highest risk of an earthquake occurrence. Based on model outputs, areas in west central Oregon have a lower risk. Recent research suggests that the Cascadia Subduction Zone can produce earthquakes with a magnitude of 9.0. The Mt. Angel Fault, which traverses Marion County, increases the potential of future earthquakes in this region. The fault runs past Woodburn, Mt. Angel, and Silverton, before terminating at the Waldo Hills on the Willamette Valley's eastern edge. The most recent, significant earthquake incident affecting Marion County occurred on February 28, 2001 (Nisqually earthquake). Researchers estimated the epicenter of this 6.8-magnitude earthquake to be near Anderson Island in Pierce County, Washington. The earthquake impacted western Washington and western Oregon. Residents in Marion County felt the tremor. Oregon did not experience any severe impacts; however, analysts estimated \$1 to \$2 billion in economic losses for the affected region. Figure 1-5 displays a map showing peak ground accelerations having a 2 percent probability of being exceeded in 50 years.

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<sup>4</sup> <https://www.usgs.gov/media/images/earthquake-hazard-map-showing-peak-ground-accelerations-having-2-percent-proba>



**Figure 1-5 USGS Earthquake Hazard Map for Oregon**

Earthquake Impact Analysis: Projected losses in the Cascadia region alone could exceed \$12 billion, with 30,000 destroyed buildings and 8,000 lives lost in the incident of a magnitude 8.5 Cascadia Subduction Zone earthquake. In the city of Stayton, planners expect damage to many structures and a likelihood of injuries and fatalities depending on when the earthquake occurs. An earthquake occurring during the overnight hours in the summer during the tourist season peak presents a worst-case scenario. A major earthquake is expected to disrupt each of the eight FEMA Community Lifelines as described below:

1. Communications: Earthquake induced damages to communications infrastructure may limit community communication channels to include electronic financial transactions.
  - a. Energy: An earthquake may limit the delivery of fuel into the city from suppliers and destroy pipelines greatly reducing fuel supplies to the region. Power lines and power generation facilities will be impacted across the region leading to widespread power outages.
  - b. Food, Hydration, Shelter: An earthquake may damage homes and businesses resulting in displaced residents and a need for temporary shelters. Supply lines for food, agriculture and general materials will be greatly impacted with roads and bridges destroyed. Furthermore, water treatment facilities, underground pipelines, and wells will all be impacted leading to significant water shortages.
2. Hazardous Materials: An earthquake causing damages to facilities storing HAZMAT could contaminate the environment if released and/or expose nearby populations to airborne concentrations of toxic vapors.
3. Health and Medical: An earthquake may likely cause a mass casualty scenario and many medical facilities within the region could sustain damage affecting patient

- capacity. Patient movement to nearby medical facilities may be limited due to damaged/unsafe roadways.
4. **Safety and Security:** An earthquake may quickly overwhelm first responders due to the widespread anticipated damage. Following the disaster, search and rescue teams could be needed; government functions/services may not be able to operate for an extended period. Looting, especially during nighttime hours may occur.
  5. **Transportation:** An earthquake may prevent or limit travel to and from the city of Stayton affecting supply chains, residents' ability to evacuate or travel, and delay first responder arrival times following 9-1-1 emergency calls.
  6. **Water Systems:** An earthquake may cause damage to potable water and wastewater infrastructure and lead to contamination or damage of the potable water distribution system infrastructure resulting in drinking water disruptions for an extended period.

## I. **Floods**

Stayton is vulnerable to flooding due to its location along the North Santiam River and its network of creeks and tributaries. Heavy rainfall, rapid snowmelt from the Cascade Mountains, and severe storms can cause river levels to rise, leading to localized flooding in low-lying areas, road closures, and potential damage to homes and infrastructure. The Stayton Emergency Operations Plan prioritizes flood preparedness by monitoring river conditions, issuing early warnings, and coordinating response efforts with Marion County Emergency Management and the National Weather Service. During flood events, emergency personnel will implement road closures, conduct water rescues if necessary, and establish evacuation routes to keep residents safe. The city also works with Stayton public works and Marion County public works to maintain drainage systems. Residents are encouraged to stay informed through emergency alerts, have evacuation plans in place, and avoid traveling through flooded areas. Post-flood recovery efforts will focus on debris removal, infrastructure repairs, and aiding displaced residents. An analysis of the ClimRR portal and Climate Explorer modeling tools revealed the following projections by the year 2050:

1. **ClimRR Data Analysis**
    - a. Annual precipitation total is expected to increase by 3.4 inches.
    - b. The maximum average annual temperature is projected to increase by 2.5°F, increasing the likelihood of rapid snow melting during the spring season.
  2. **Climate Explorer Data Analysis**
    - a. Annual precipitation total is expected to increase by about 1 inch.
    - b. The maximum average annual temperature is projected to increase by 1.6°F
    - c. The number of days with high precipitation (> 1 inch) are projected to remain the same.
- A. **Flood Impact Analysis:** Based on the analysis of the climate projection data above, planners expect little to no change in flood incident frequency or impacts by 2050 when compared to 2024. A severe flood incident (e.g., 500-year flood) causing cascading effects such as a dam failure are possible this would overwhelm local capabilities and likely be escalated to higher levels of response coordination. Smaller flooding events are common and are more likely. A flood incident may close some businesses for an extended period to make repairs resulting in reduced tax revenue. The city planning team anticipates disruptions to the following Community Lifelines as a result from a flood incident:

- a. Communications: Flood induced damage to communications infrastructure may limit community communication channels to include electronic financial transactions.
- b. Energy: A flood may limit the delivery of fuel into the city from suppliers. If flooding impacts power transfer stations, power outages are likely to last the duration of the event, depending on the level of impact the rebuilding of power stations may take weeks.
- c. Food, Hydration, Shelter: Flooding may cause food shortages due to the inability to deliver supplies, agriculture losses, and flood damage to homes and businesses may result in displaced residents.
- d. Hazardous Materials: A flood incident impacting facilities storing HAZMAT could contaminate the environment if released.
- e. Health and Medical: Patient transport to nearby medical facilities may be hindered due to impassible roadways.
- f. Safety and Security: Flooding could delay first responder response times and may require search and rescue efforts; government functions/services may not be able to operate for an extended period.
- g. Transportation: Floodwaters may prevent travel to and from the city of Stayton affecting supply chains, residents' ability to evacuate or travel, and delayed first responder arrival times following 9-1-1 emergency calls.
- h. Water Systems: Flooding may cause damage to potable water and wastewater infrastructure and lead to contamination of the potable water distribution system resulting in drinking water disruptions.

## J. Hailstorm

According to FEMA's NRI data, eight hailstorm incidents have impacted areas in and around the city of Stayton over the past 34 years, or an average of 0.2 incidents annually. NRI data from adjacent counties revealed that hailstorms rarely occur based on historical data. As ocean water surface temperatures continue to rise, thunderstorms may become more frequent and intense, increasing the likelihood of severe hailstorms. Key elements that support thunderstorm development include moisture and stability. The city of Stayton and Marion County experience minimal cloud cover and relatively stable weather patterns throughout the year resulting in unfavorable conditions for the development of intense thunderstorms. An analysis of the ClimRR portal and Climate Explorer modeling tools revealed the following projections by the year 2050:

1. Hailstorm Impact Analysis: Projecting the frequency and intensity of future hailstorms is difficult; however, planners do not expect to see significant increases in frequency and intensity of hailstorm incidents in the future decades. Planners anticipate potential disruptions to the Food, Hydration, and Shelter Community Lifeline as homes and businesses may likely sustain structural damage from a worst-case hailstorm incident. The community may also suffer economic impacts from tax revenue losses endured while businesses close to make necessary repairs.
  - a. Energy: A hailstorm may damage energy infrastructure preventing the flow of electricity.
  - b. Food, Hydration, Shelter: A hailstorm may damage shelter or storage locations of food and water and cause severe damage to homes and businesses.



- c. Hazardous Materials: A hailstorm may impact facilities storing HAZMAT which could contaminate the environment if released.
- d. Health and Medical: Increase in number of patients from patients being pummeled by hail.
- e. Water Systems: Hailstorm may cause damage to potable water and wastewater infrastructure and lead to contamination of the potable water distribution system resulting in drinking water disruptions.

## K. Cold Waves

FEMA defines a cold wave as a rapid fall in temperature within 24 hours and extreme low temperatures for an extended period. The temperatures classified as a cold wave are dependent upon the location and defined by the National Weather Service for the region. Cold wave incidents rarely occur in the city of Stayton. A review of FEMA's NRI data revealed three reported incidents from 2005 to 2021, or 0.2 incidents annually. An analysis of the ClimRR portal and Climate Explorer modeling tools revealed the following projections by the year 2050:

1. ClimRR Data Analysis
  - a. The maximum average annual temperature is projected to increase by 2.5°F
  - b. The minimum average annual temperature is projected to increase by 2.8° F.
2. Climate Explorer Data Analysis
  - a. The number of days annually with a maximum temperature below 32°F is projected to decrease by 4.2 days by 2050 when compared to today.
  - b. The number of days annually with a minimum temperature below 32°F is projected to decrease by 17.4 days by 2050 when compared to today.
  - c. The minimum average annual temperature is projected to increase by about 2.2°F.
3. Cold Wave Impact Analysis: Cold waves can cause adverse impacts to some underserved population groups such as individuals over the age of 65, homeless populations, or those living in poverty. Based on the analysis of the climate projection data above, planners expect cold wave incidents to decrease in frequency by 2050 when compared to 2024 as temperatures continue to slowly rise. Weather systems that cause a rapid decline in temperatures over a 24-hour period will likely continue; however, the low temperature extremes are projected to increase. The planning team anticipates fewer and less severe cold wave incidents in the future. The city planning team anticipates disruptions to the following Community Lifelines as a result from a cold wave incident:
  - a. Food, Hydration, Shelter: Some homes and businesses may not have adequate heating resulting in insufficient sheltering or freezing pipes that cause infrastructure damage if pipes burst. Community warming shelters/centers may be necessary during prolonged incidents.
  - b. Health and Medical: Increase of patients experiencing frostbite, viruses, sickness, and/or hypothermia could strain local medical capabilities.
  - c. Transportation: Regional airport delays or flight cancellations in the most severe cold wave incidents are possible.



## L. Heat Waves

FEMA defines a heat wave as a period of abnormally and uncomfortably hot and unusually humid weather typically lasting two or more days. Heat wave incidents are expected to increase in the city of Stayton. A review of FEMA's NRI data revealed 19 reported incidents from 2005 to 2021, or 1.2 incidents annually. An analysis of the ClimRR portal and Climate Explorer modeling tools revealed the following projections by the year 2050:

1. ClimRR Data Analysis
  - a. The maximum average annual temperature is projected to increase by 2.5°F
  - b. The minimum average annual temperature is projected to increase by 2.8°F
2. Climate Explorer Data Analysis
  - a. The maximum average annual temperature is projected to increase by 1.6°F
  - b. The number of days annually with a maximum temperature above 90°F are projected to increase by 11.2 days by 2050 when compared to today.
  - c. The number of days annually with a minimum temperature above 95°F is projected to increase by almost 6 days by 2050 when compared to today.
  - d. The number of days annually with a maximum temperature above 100°F are projected to increase by 1 day by 2050 when compared to today.
3. Heat Wave Impact Analysis: Like cold waves, heat waves can cause adverse impacts on some underserved population groups such as individuals over the age of 65, homeless populations, those living in poverty, or groups with pre-existing health conditions. Based on the analysis of the climate projection data above, planners project an increase in the frequency and severity of heat wave incidents by 2050 when compared to 2024 as temperatures continue to trend upward. Planners anticipate disruptions to the following Community Lifelines as a result from a heat wave incident:
  - a. Energy: Potential grid disruptions and energy shortages during peak periods of heat.
  - b. Food, Hydration, Shelter: Homes and businesses may lack air conditioning; community cooling shelters/centers may be needed during prolonged heat incidents.
  - c. Health and Medical: Potential for added increase to medical facilities due to older population.
  - d. Water Systems: Warmer temperatures may result in lower chlorine levels in water systems, potentially increasing the presence of harmful bacteria and viruses.

## M. Ice Storms

Ice storms in Stayton are relatively frequent, occurring approximately once every few years. The most recent significant ice storm affected the area in February 2025, leading to hazardous conditions and disruptions. These storms cause hazardous road conditions, widespread power outages, falling trees, and disruptions to emergency services. The Stayton Emergency Operations Plan prioritizes public safety by coordinating response efforts between city officials, emergency services, utility providers, and local organizations. Pre-storm preparations include issuing public warnings, activating warming shelters, and ensuring emergency response teams are ready to address downed power lines and blocked roads. During the storm, law enforcement and public works crews will monitor conditions, clear major routes, and aid residents in need. Residents are encouraged to stay indoors, conserve energy, and have emergency supplies on hand. Post-storm recovery efforts will

focus on restoring power, clearing debris, and assessing infrastructure damage to ensure a swift return to normal operations. A review of FEMA's NRI data revealed 31 reported incidents from 1946 to 2014, or 0.5 incidents annually. From 2014-2023, data reviewed from the National Weather Service reported an increase in Ice Storms to 0.8 incidents annually. An analysis of the ClimRR portal and Climate Explorer modeling tools revealed the following projections by the year 2050:

1. ClimRR Data Analysis
  - a. Annual precipitation total is expected to increase by 3.4 inches.
  - b. The minimum average annual temperature is projected to increase nearly 2.8°F.
  - c. The maximum average annual temperature is projected to increase by 2.5°F, increasing the likelihood of precipitation falling in the form of ice verses snow in the winter months.
2. Climate Explorer Data Analysis
  - a. Annual precipitation total is expected to decrease by about 1 inch.
  - b. The number of days annually with a maximum temperature below 32°F is projected to decrease by 2.3 days by 2050 when compared to today.
  - c. The number of days annually with a minimum temperature below 32°F is projected to decrease by 17.4 days by 2050 when compared to today.
  - d. The minimum average annual temperature is likely to increase by about 2.2°F.
3. Ice Storm Impact Analysis: With increasing temperatures projected throughout the coming years, planners anticipate an increase in the likelihood of an ice storm occurring during the winter months. Precipitation that traditionally fell as snow in past seasons could transition to sleet and ice in the coming decades. Ice storm impacts range from minor to severe and can disrupt Community Lifelines for several days following the incident depending upon the severity of the storm. Injuries and potential fatalities may occur due to traffic accidents while damage to property is expected to be manageable. Businesses may close for 1-2 days resulting in lost profit. Planners anticipate disruptions to the following Community Lifelines as a result from an ice storm:
  - a. Communications: An ice storm may potentially damage communications infrastructure limiting communication channels within the community to include electronic financial transactions.
  - b. Energy: A severe ice storm could cause wide-spread, prolonged power outages.
  - c. Food, Hydration, Shelter: Planners anticipate possible food shortages due to the inability to deliver supplies and travel to stores/restaurants as well as minor property damage to homes and businesses from fallen tree limbs.
  - d. Health and Medical: An ice storm may increase patient volume at local clinic(s) due to slips and falls, especially elderly and/or disabled residents resulting in longer wait times.
  - e. Safety and Security: Icy roadways may delay response times of first responders. An ice storm may force government functions/services to close for 1-2 days and/or until power is restored.
  - f. Transportation: Icy roadways may limit travel resulting in temporary supply chain shortages, flight cancellations or delays at regional airports. Local businesses may experience short-term profit losses due to a reduced customer base; an increase in traffic accident numbers is also expected.

## N. Landslide

Landslides are a common and chronic problem throughout the state of Oregon, especially in places with moderate to steep slopes. Other incidents such as heavy precipitation or an earthquake can cause landslides while other disasters can exacerbate the effects of a landslide. For example, the aftermath effects of wildfires result in losses of vegetation and roots that help stabilize the soil which may increase the probability of a landslide occurrence. The city of Stayton is surrounded by nearby mountains, some with steep grades. These same areas are vulnerable to wildfires making the area prone to landslides. According to FEMA's NRI data, 1.7 incidents occur on average per year in or near the city of Stayton.

1. **Landslide Impact Analysis:** When landslides occur, the consequences can be devastating. A landslide that transpires near populated areas typically causes complete destruction and results in many injuries and fatalities. Since landslides are most often triggered by heavy precipitation incidents or earthquakes, the future likelihood of a landslide is difficult to predict. Planners project precipitation amounts to decrease slightly and temperatures to rise by the year 2050. These conditions may likely increase the likelihood of favorable drought and wildfire conditions in the future. A scorched mountainside following wildfire increases the landslide risk substantially. The planning team anticipates disruptions to all eight Community Lifelines following a major landslide as described below:
  - a. **Communications:** A landslide may severely damage communications infrastructure in its path reducing communication channels within the city.
  - b. **Energy:** A landslide may bury and destroy high-voltage power lines in the path of the landslide resulting in extended power outages for customers. Fuel supplies into the city may be cut off due to impassible roadways.
  - c. **Food, Hydration, Shelter:** A landslide may cause severe destruction to structures, agriculture losses, and displace impacted residents. The community may need to establish temporary shelters.
  - d. **Hazardous Materials:** A landslide that impacts a facility storing HAZMAT could result in a HAZMAT release that adversely affects the environment and nearby populations.
  - e. **Health and Medical:** Patient transport to nearby medical facilities may be impossible due to impassible roadways. A landslide may destroy medical clinics depending on the location and reduce patient capacity. Some residents who rely on critical medications and medical deliveries may have longer wait times.
  - f. **Safety and Security:** Landslides may require the immediate activation of search and rescue teams. Search and rescue/victim recovery will take days to weeks to complete. First responders may experience delays with emergency calls and government functions/services may not be able to operate for an extended period due to damage sustained from the landslide.
  - g. **Transportation:** The landslide will prevent travel on roadways depending on the path and location of the landslide. Some residents may not be able to evacuate to a safe area as directed following a landslide incident.
  - h. **Water Systems:** A landslide could destroy the community's water and/or may cause damage to potable water and wastewater infrastructure that could disrupt drinking and wastewater services for several months or longer.

## O. Strong Wind

Strong winds consist of damaging winds, often originating from thunderstorms, that are classified as exceeding 58 miles per hour. Strong wind incidents associated with severe thunderstorms rarely occur in the region. Planners analyzed FEMA's NRI data which identified four total incidents spanning a 34-year period, or 0.1 incidents annually. The ClimRR tool projects a slight decrease in average wind speeds by the year 2050. The city planning team does not anticipate significant changes in future strong wind development when compared to today.

1. Strong Wind Impact Analysis: Planners anticipate disruptions to the following Community Lifelines following strong winds:
  - a. Communications: A strong wind incident could damage communications infrastructure such as cell phone towers thus reducing mobile phone communications within the city.
  - b. Energy: A strong wind incident could likely cause power outages due to fallen poles or downed power lines, for much of the city that could last for an extended period.
  - c. Food, Hydration, Shelter: Strong winds may cause minor to moderate damage to some homes and businesses. Businesses may have to shut down temporarily to make repairs.
  - d. Transportation: A strong wind incident may down trees and block roadways causing temporary travel disruptions until crews are able to clear the roadways of debris. Large vehicles, such as commercial trucks, trailers, vans, etc., may be blown over on roadways.

## P. Tornado

The risk of a tornado occurring in Stayton is very low. Tornadoes are rare in western Oregon due to the region's geography and climate, which do not typically support the formation of severe thunderstorms necessary for tornado development. However, weak tornadoes and funnel clouds have been documented in the Willamette Valley on occasion.

Most tornadoes in Oregon are rated EF-0 to EF-1 on the Enhanced Fujita Scale, meaning they produce minor to moderate damage. While Stayton is not in a high-risk tornado zone, emergency preparedness plans should still account for the possibility of strong winds, downed trees, and structural damage from isolated storms. Residents are encouraged to stay informed through the National Weather Service and be aware of severe weather alerts that may indicate the potential for tornado-like conditions.

It is difficult to determine how climate change will impact the frequency and intensity of future tornados. Historically, the tornado frequency rate in Oregon has remained relatively steady at about 2.6 tornadoes per year (131 total tornadoes over a 50-year period), Planners do not anticipate observing significant changes to this trend in future decades, but this will need to be reassessed in the future to validate this assumption.

1. Tornado Impact Analysis: Tornado impacts to the city of Stayton will depend on the time of the incident, location of the tornado's path, and intensity of the tornado. A proposed worst-case incident includes an EF3 traversing through the center of the city. In this scenario, all eight Community Lifelines would likely experience disruptions as projected below:
  - a. Communications: Depending on the path of the tornado, it could damage communications infrastructure such as cell phone towers and disrupt cell phone

service.

- b. Energy: A tornado may likely cause extended power outages for customers, due to fallen power poles.
- c. Food, Hydration, Shelter: An EF3 tornado may cause severe damage to any structure in its path; the community may need to establish temporary shelters and housing.
- d. Hazardous Materials: A tornado that impacts a facility storing HAZMAT could result in a HAZMAT release that adversely affects the environment and nearby populations.
- e. Health and Medical: Patient transport to nearby medical facilities may be impossible due to impassible roadways from debris left behind by the tornado. A tornado could destroy local medical clinics depending on the path and reduce patient capacity. The current EMS resources could become overwhelmed and may not be adequate to support response operations immediately after the tornado.
- f. Safety and Security: A tornado will likely trigger the immediate activation of search and rescue teams. Search and rescue/victim recovery will take several hours or days. First responders will experience delays with emergency calls due to debris in roadways; government functions/services may not be able to operate for an extended period due to damage sustained from the tornado.
- g. Transportation: The tornado may impact travel on roadways depending on the tornado's path.
- h. Water Systems: A tornado could destroy the community's water and/or may damage potable water or wastewater infrastructure causing disruptions to potable and wastewater services for several days or weeks.

#### Q. **Volcano:**

According to the U.S. Geological Service (USGS), volcanoes embedded throughout the Cascade Mountain Range have erupted in the past and will erupt again. The region is known for its volcanic activity due to its proximity to the Cascade Range, which includes several potentially active volcanoes such as Mount Hood, Mount St. Helens, and Mount Jefferson. While Stayton itself is not directly on a volcano, it could experience significant secondary impacts in the event of an eruption. The most immediate concerns include ashfall, which could disrupt transportation, damage infrastructure, contaminate water supplies, and pose respiratory health risks to residents. A major eruption from a nearby volcano, such as Mount Hood or Mount Jefferson, could also trigger lahars (volcanic mudflows) that might impact river systems, including the Santiam River, which flows through the Stayton area and is the source of its water. Additionally, volcanic eruptions could contribute to regional climate effects, such as temporary cooling due to ash and gas emissions. While the likelihood of a catastrophic eruption affecting Stayton is low, preparedness measures such as emergency response planning and monitoring by the U.S. Geological Survey (USGS<sup>5</sup>) remain crucial for mitigating potential risks.

1. Volcano Impact Analysis: An eruption of Mount Jefferson would impact the city of Stayton due to its proximity to the volcano. An eruption may lead to challenges due to mass evacuations. Ash deposits would cause widespread contamination of the city

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<sup>5</sup> <https://www.usgs.gov/volcanoes/mount-jefferson>

and the economic impacts to the city would be devastating. Areas including tens of miles downstream along river valleys and hundreds of miles downwind may be at risk. A 500-million-cubic-meter lahar (the largest modeled lahar) would potentially cause the dam to be overtopped/breached unless the lake had been significantly drawn down<sup>i</sup>. The city planning team projects the following Community Lifeline disruptions from a volcanic eruption of Mount Jefferson:

- a. Communications: A volcanic eruption could damage or destroy communications infrastructure by reducing communication channels within the city.
- b. Energy: An eruption could impact utility infrastructure leading to prolonged power outages.
- c. Food, hydration, shelter: Drinking water sources could become contaminated leading to disruptions. Food and water supply chains may be disrupted leading to shortages.
- d. Hazardous Materials: Ash from an eruption could impact the filtration systems storing HAZMAT and adversely affect the environment and nearby populations.
- e. Health and Medical: Falling ash could impact respiratory issues of residents.
- f. Safety and Security: A volcanic eruption may require the immediate activation of search and rescue teams. Search and rescue/victim recovery will take days to weeks to complete. First responders may become overwhelmed and government functions/services may not be able to operate for an extended period due to damage and/or evacuation.
- g. Transportation: Roadways may become overcrowded due to evacuating populations, and visibility may be severely affected. Regional air traffic may be shut down due to airborne volcanic ash.
- h. Water Systems: Drinking water sources may become contaminated from falling ash leading to disruptions that would last for several weeks or months.

## R. Wildfires

Wildfires are a natural part of the ecosystem in Oregon and occur widespread throughout the state. Areas in the Willamette Valley and north and central Oregon consist of agriculture that is prone to wildfire damage. Communities are also at risk from wildfires, especially those located at the wildland/urban interface. Most wildfires occur in the summer between June and October but can occur at other times of the year. 70% of Oregon's wildland fires result from human activity. The remaining 30% result from lightning occurring most frequently in eastern and southern Oregon. The city of Stayton is surrounded by mountains and forests to the east making the area prone to potential wildfires. A lack of fire breaks surrounding buildings and limited water availability during the high-risk summer months contribute to fire hazards in the forested hillsides of the watershed. Drought conditions may exacerbate wildfire impacts and coverage. In recent years, wildfires have scorched hundreds of thousands of acres within the region. An analysis of the ClimRR portal modeling tool revealed the following projections by the year 2050:

1. ClimRR Data Analysis
  - a. Annual precipitation total is expected to increase by about 3.4 inches.
  - b. The minimum average annual temperature is projected to increase by nearly 2.8°F.
  - c. The maximum average annual temperature is projected to increase by 2.5°F.
  - d. Average wind speeds are predicted to not change much from current averages.



- e. Annual fire weather index is expected to increase by almost 5%. This index estimates weather-related wildfire danger by using daily readings of weather conditions that influence the spread of wildfires (dryness of fuel sources, wind speed, etc.).
2. Wildfire Impact Analysis: Due to the location of the city of Stayton and surrounding terrain, the area continues to be prone to future wildfires. Projected future weather conditions favor an increased wildfire frequency and intensity for the foreseeable future. When wildfire presents a risk to the community, residents and businesses would likely be forced to evacuate the city resulting in severe economic impacts and many displaced residents. A worst-case incident could result in fire damage or destruction to many homes and structures within the city of Stayton. The city planning team anticipates disruptions to all eight Community Lifelines as described below:
  - a. Communications: A wildfire could damage or destroy communications infrastructure such as cell phone towers and communication equipment reducing communication channels within the city.
  - b. Energy: A wildfire could destroy utility infrastructure leading to prolonged power outages. Energy outages will have impacts on all areas and sources.
  - c. Food, Hydration, Shelter: A wildfire could cause widespread structural damage to homes and businesses creating economic hardships. City residents may need to evacuate the area and emergency shelters, and housing may be a priority during recovery efforts. The acquisition of bottled drinking water may be necessary.
  - d. Hazardous Materials: Fires could destroy facilities storing HAZMAT and adversely affect populations located downwind of chemical plumes.
  - e. Health and Medical: A wildfire could destroy medical facilities, and EMS may not be available to respond due to evacuation orders.
  - f. Safety and Security: A wildfire may require search and rescue team activation. The local fire department may be occupied with the fire and possibly unable to support other emergencies. First responders will become overwhelmed and government functions/services may not be able to operate for an extended period due to damage and/or evacuation.
  - g. Transportation: A wildfire may result in closed roadways eliminating access to the city of Stayton. Additionally, roadways may become overcrowded due to rural populations evacuating homes.
  - h. Water Systems: A wildfire could destroy the community's potable water and wastewater infrastructure leading to disruptions that could last for several weeks or months.

## S. Winter Weather

FEMA defines winter weather as a winter storm incident in which the main types of precipitation are snow, sleet, or freezing rain. This type of incident occurs often in the city of Stayton. A review of FEMA's NRI data revealed 165 incidents from 2005 to 2021, or 10.2 incidents occurring annually. An analysis of the ClimRR portal and Climate Explorer modeling tools revealed the following projections by the year 2050:

1. ClimRR Data Analysis
  - a. Annual precipitation total is expected to increase by about 1.67 inches.
  - b. The minimum average annual temperature is projected to increase by 2.8°F.

- c. The maximum average annual temperature is projected to increase by 2.5°F.
- 2. Climate Explorer Data Analysis
  - a. Annual precipitation total is expected to increase by about 1 inch.
  - b. The number of days annually with a maximum temperature below 32°F are projected to decrease by 2.3 days by 2050 when compared to 2024.
  - c. The number of days annually with a minimum temperature below 32°F is projected to decrease by 17.4 days by 2050 when compared to today.
  - d. The minimum average annual temperature is projected to increase by about 2.2°F.
- 3. Winter Weather Impact Analysis: Future temperatures are projected to rise while annual precipitation amounts decrease slightly. This may increase the likelihood of precipitation falling as rain or freezing rain during the winter months in the mid-century timeframe. Planners anticipate a decrease in the number of winter weather incidents annually. A worst-case winter weather scenario is expected to impact the following Community Lifelines:
  - a. Energy: A worst-case winter storm may cause power outages.
  - b. Food, Hydration, Shelter: Homes without power and/or ineffective heating sources may require temporary warming shelters. A winter storm could delay the resupply of goods from outside sources due to unsafe road conditions.
  - c. Health and Medical: Patient transport to nearby medical facilities may be impossible or delayed due to impassible roadways. EMS response times to emergencies may increase and become overwhelmed.
  - d. Safety and Security: Winter weather may cause first responder response delays to emergencies; government functions/services may shut down for one to two days.
  - e. Transportation: Icy or snow-covered roadways may limit travel to and from the city of Stayton, affecting supply chains and increasing first responder response time to emergencies. Winter weather may also result in delayed or cancelled flights in the region.

## Human Caused Incidents

These incidents are intentionally created by humans with the intent of harming life, information, operations, the environment and/or property. They are also referred to as adversarial threats. These types of events often occur with little or no advanced warnings making them difficult to predict.

Cybersecurity involves protecting the infrastructure by preventing, detecting, and responding to cyber incidents.

City planners must be cognizant that prolonged outage of a digital infrastructure could cause civil unrest and an increase in criminal activity.

### A. Cyber Incident

Unlike physical threats that prompt immediate action, cyber incidents are often difficult to identify and comprehend. Among these dangers are viruses that erase entire systems, intruders breaking into systems and altering files, intruders using someone else's computer or device to attack others, or intruders stealing confidential information. The spectrum of cyber risks is limitless; threats, some more serious and sophisticated than others, can have wide-ranging effects on the individual, community, organizational, and national level. These risks



include:

1. Organized cybercrime, state-sponsored hackers, and cyber espionage can pose national security risks to our country.
2. Transportation, power, and other services may be disrupted by large-scale cyber incidents. The extent of the disruption is highly uncertain as it may be determined by many unknown factors such as the target and size of the incident.
3. Vulnerability to data breach and loss increases if an organization's network is compromised; information about a company, its employees, and its customers can be at risk.
4. Individually owned devices such as computers, tablets, mobile phones, and gaming systems that connect to the Internet are vulnerable to intrusion. Personal information may be at risk without proper security.
5. Cyber Incident Impact Analysis: Large-scale cyber incidents may overwhelm government and private sector resources by disrupting the Internet and/or taxing critical infrastructure information systems. Complications from disruptions of this magnitude may threaten lives, property, the economy, and national security. Planners anticipate impact to the following community lifelines:
  - a. Communications: A cyber incident could damage or disrupt the communications infrastructure such as cell phone towers and computer equipment reducing communication channels within the city.
  - b. Energy: A cyber incident could impact utility infrastructure leading to prolonged power outages. Gas stations may be limited in dispensing fuel products.
  - c. Food, Hydration, Shelter: A cyber incident may cause business disruptions and could impact distribution of food to the local populace creating economic hardships. The acquisition of bottled drinking water may be necessary.
  - d. Hazardous Materials: A cyber incident could cause the shutdown of critical HAZMAT processes leading to potential fire and/or release of HAZMAT and adversely affect populations located downwind if a chemical plume occurs.
  - e. Health and Medical: A cyber incident could degrade medical facilities, and EMS may not be available to respond due to communication issues.
  - f. Safety and Security: A cyber incident may cause civil unrest and criminal activity to occur. First responders could become overwhelmed and government functions/services may not be able to operate for an extended period due to digital disruptions.
  - g. Transportation: A cyber incident could impact mass transit (e.g., buses, trains, etc.) preventing the transport of goods and services to the area. Additionally, the loss of transportation could impact the ability for some residents to commute to receive supplies, employment, and assistance.
  - h. Water Systems: A cyber incident could impact the community's potable water and wastewater infrastructure leading to disruptions.

## B. Terrorism

Terrorism is defined as the use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion, or ransom. It is difficult to determine the scope of a terrorist threat to the city of Stayton. Although the area may include some potential targets, it is impossible to predict future terrorist events. Residents and tourists must rely on law enforcement surveillance and local threat levels.

Depending on the extent of the action, the community may experience economic loss, utility disruptions, injuries, and fatalities, and/or structural damage from explosions or gun fire.

1. **Terrorism Impact Analysis:** Planners do not consider a terrorism incident probable for the city of Stayton. However, secondary effects from an attack on a larger city or transportation component could adversely affect Stayton residents. An act of terrorism could result in a mass casualty incident and impact the local economy. Planners project the following Community Lifeline impacts from a terrorist event:
  - a. **Communications:** A terrorist attack could include disruption of service to local communication nodes. This disruption could cause delays in first responders providing services for the local community.
  - b. **Energy:** A terrorist attack could result in a power grid shutdown and prolonged power outages.
  - c. **Health and Medical:** A terrorism incident could result in gunshot injuries and fatalities and a potential mass casualty incident which overwhelms local medical resources. Indirect exposure to contamination of a HAZMAT or Weapons of Mass Destruction could cause casualties. The city could require mutual aid assistance from neighboring jurisdictions.
  - d. **Safety and Security:** Local responders could order shelter-in-place or lockdown for residents until the threat is eliminated. The city may require law enforcement mutual aid assistance from neighboring jurisdictions.
  - e. **Transportation:** An incident may shut down roadways near the incident during the response and following the event to aid the investigation. Some businesses may be forced to shut down during the investigation resulting in economic losses.
  - f. **Water Systems:** An attack on the city's water supply could shut down potable water and wastewater infrastructure leading to disruptions that may last several days.

## Technological Hazards

These incidents involve materials created by humans that pose a unique hazard to the public and environment. The jurisdiction needs to consider incidents that are caused by accident (e.g., mechanical failure, human mistake, mass transit incident), resulting from an emergency caused by another hazard (e.g., flood, storm).

### A. Dam Failure

A dam failure upstream from Stayton, particularly at Detroit Dam on the North Santiam River, could have catastrophic consequences for the city and surrounding areas. Detroit Dam plays a critical role in flood control, water supply, and hydroelectric power generation, but a structural failure or emergency release due to extreme weather, earthquakes, or mismanagement could result in rapid and severe flooding downstream. In such an event, Stayton would likely experience widespread inundation, infrastructure damage, and potential loss of life, depending on the severity and timing of the failure.

In 2020, the U.S. Army Corps of Engineers conducted a seismic hazard analysis of Detroit Dam, revealing an increased risk of spillway gate failure during a significant earthquake. Structural assessments indicated that the spillway gates could buckle under the pressure of a full reservoir during such an event, potentially leading to uncontrolled water release and

catastrophic downstream flooding.

To mitigate this risk, the Corps implemented immediate measures, including reducing the maximum pool elevation of Detroit Reservoir by five feet starting in April 2021. This precautionary step aims to decrease the stress on the spillway gates during seismic activity, thereby lowering the likelihood of structural failure.

While the probability of a dam failure remains low, the potential consequences are severe, affecting communities such as Stayton. Ongoing evaluations by the Corps may lead to further structural modifications or operational changes to enhance the dam's seismic resilience.

1. **Dam Failure Impact Analysis:** A catastrophic failure of Detroit Dam, located upstream on the North Santiam River, would have devastating consequences for Stayton, Oregon. The rapid release of water from the reservoir would cause severe and widespread flooding, overwhelming the riverbanks and low-lying areas within minutes to hours, depending on the nature of the failure. The city's critical infrastructure, including homes, businesses, roads, and utilities, would face significant damage or destruction. Immediate impacts to a total failure would be flash flooding, infrastructure failure, evacuation and displacement of residents, and a loss of essential services. The planning team anticipates a worst-case dam failure incident causing disruptions to the following FEMA Community Lifelines:
  - a. **Food, Hydration, Shelter:** A dam failure would cause agriculture losses and flood damage to homes and businesses predominantly in downstream communities.
  - b. **Hazardous Materials:** A HAZMAT release caused by floodwater could disperse the HAZMAT and contaminate the environment.
  - c. **Health and Medical:** A dam failure could cause a substantial loss of life-- fatality management services may be needed, and the local healthcare capacity could exceed healthcare system capabilities. Some downstream medical centers may be inaccessible due to floodwater.
  - d. **Safety and Security:** Flood impacts from a dam failure could delay first responder response times and trigger search and rescue team activation.
  - e. **Transportation:** Floodwaters from a dam failure could block transportation routes to and from the city of Stayton affecting supply chains and the ability to evacuate. Some bridges situated downstream may be severely damaged and unusable, with roadways washed out.
  - f. **Water Systems:** Floodwaters from a dam failure could damage potable water and wastewater infrastructure resulting in extended disruptions primarily in cities downstream.

## **B. Hazardous Materials (HAZMAT)**

HAZMAT incidents include fixed-site and transportation-related incidents involving hazardous and radiological materials. Illegal drug labs are also included within this hazard profile. Public works-related services necessitate the storage of water purification chemicals. The potential for incidents associated with storage and handling of these materials is minimal, but still important to identify under this subheading. Analysts reviewed Oregon's Community Right-to-Know database (CR2K) and identified 50 active facilities with HAZMAT onsite mainly consisting of herbicides, pesticides, lead/acid batteries and/or petroleum products such as propane, gasoline, and diesel fuel. A search of the Environmental

Protection Agency's (EPA) [Envirofacts](https://enviro.epa.gov/envirofacts/multisystem/search/results)<sup>6</sup> database identified 44 EPA regulated facilities in the city of Stayton. The planning team reviewed other possible HAZMAT release scenarios such as a transportation incident. The nearest freight railroad route owned by the Albany and Eastern Railroad Company runs approximately 2 miles south of the city of Stayton in Kingston, an unincorporated community. A derailment near Kingston could have major impacts to the city. The planning team, however, concluded that a HAZMAT transportation incident involving a tanker truck along Highway 22 is the most likely HAZMAT scenario that could impact the city of Stayton. Impacts could vary and are dependent on several factors to include the physical state and toxicity of the material released, weather conditions (e.g., temperature, wind speed, and direction), incident location, and the quantity released. The planning team identified the following Community Lifeline impacts from a tanker truck HAZMAT release scenario.

1. HAZMAT Event Impact Analysis: Impacts from a HAZMAT release vary and are dependent on several factors to include the physical state and toxicity of the material released, weather conditions (e.g., temperature, wind speed and direction), incident location and the quantity released. The city planning team projects the following Community Lifeline impacts from a worst-case HAZMAT release incident along Highway 22 near the city of Stayton:
  - a. Food, Hydration, Shelter: Depending on the location of the HAZMAT release, the incident commander may order residents to implement evacuation or shelter-in-place actions. The city may have to establish temporary sheltering with food and water for displaced populations.
  - b. Hazardous Materials: A HAZMAT release may contaminate the local environment and surface waters. Depending on the physical state and volatility of the material released, airborne concentrations could adversely impact downwind/downstream populations.
  - c. Health and Medical: A HAZMAT release could result in a potential mass casualty incident. The local medical clinics and emergency rooms may receive many self-reporting patients who may require decontamination before accessing the facility.
  - d. Safety and Security: Local first responders (fire service, EMS, and law enforcement personnel) could be supporting the incident and may not be able to assist other emergency calls.
  - e. Transportation: Officials may close portions of Highway 22 and other roadways depending on wind conditions; law enforcement may reroute traffic to avoid chemical plumes.
  - f. Water Systems: Depending on the HAZMAT spill location, there is a potential for contamination of potable water infrastructure, especially if the contamination is not promptly reported, isolated, and safely disposed of.

## Hazardous Analysis

The city of Stayton hazard analysis has been incorporated into the Marion County Multi-Jurisdictional All-Hazard Mitigation Plan Volume II dated April 6, 2023.

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<sup>6</sup> <https://enviro.epa.gov/envirofacts/multisystem/search/results>

This assessment evaluates the capabilities of Stayton, Oregon's EOP, aimed at addressing the city's preparedness and response mechanisms in the face of natural and man-made disasters. The purpose is to identify areas of strength, opportunities for improvement, and provide actionable recommendations to enhance the city's overall emergency management capability.

The City of Stayton Emergency Planning Team works with the surrounding cities and Marion County Emergency Management staff. A cooperative working relationship and team approach between the city and other municipal governments for emergency response is a major strength upon which the city relies. Prevention, protection, response, recovery, and mitigation capabilities are taken into consideration along with the adequacy of training, equipment, and personnel needs. The city is dependent upon the local municipalities for assistance for search and rescue, major hazardous material response capabilities, EMS backup, bomb squad response, police tactical responses, and assistance in emergency operations staffing and support. The city relies on the Stayton Fire District for fire prevention and suppression capability. Santiam Hospital provides medical ambulance service.

While the city maintains emergency service capability, the following items were identified in coordination with the city emergency planning team as areas for improvement:

- A. Goal (End-State) – Ensure the timely and efficient availability of sandbag material in the event of riverine flooding, preventing delays and enhancing the city's resilience during flood events.
  1. Objective (Purpose) - Develop an alternative, easily accessible supply of sand for filling sandbags within Stayton, ensuring that materials are sourced from within the city or nearby areas to avoid potential delays caused by river flooding, as experienced during the 1996 flood.
  2. Line of Effort - Sandbag Material Shortage in the Event of Riverine Flooding
    - a. Assessment of Sand Resources: Conduct a thorough evaluation of available sand resources within Stayton and surrounding areas, identifying locations for sand stockpiles that can be easily accessed during a flood emergency.
    - b. Stockpile Management and Logistics: Establish pre-positioned sand stockpiles and equipment (such as loaders and transport vehicles) within the city limits or areas not affected by flooding, ensuring quick access when needed. Develop a coordinated logistics plan with local authorities and contractors to facilitate rapid deployment.
    - c. Community Engagement and Training: Collaborate with local volunteer groups, businesses, and residents to ensure they understand the sandbagging process and have the necessary tools and training to assist in filling and distributing sandbags during a flood.
    - d. Flood Contingency Planning: Incorporate the sand supply strategy into Stayton's Flood Response Plan, with coordination between local public works, emergency management, and local contractors to ensure availability of sandbags even if the primary sand source is blocked by floodwaters.
    - e. Post-Flood Recovery: Evaluate the sandbagging operation after each flood event

to identify areas for improvement, refine stockpile locations, and enhance the readiness of sandbagging efforts for future flood events.

- B. Goal (End-State) – Ensure continued access to the Stayton Wastewater Treatment Plant (WWTP) following a bridge failure caused by an earthquake, preventing service disruptions and environmental hazards.
1. Objective (Purpose) - Identify and secure alternative access routes, resources, and temporary bridging solutions to maintain operational and emergency response access to the WWTP in the event of primary bridge failure.
  2. Line of Effort - Establishing Alternative Access to the WWTP in the Event of Bridge Failure.
    - a. Assessment of Alternative Access Routes: Conduct a geographic and infrastructure assessment to identify potential alternative routes to the WWTP, including secondary roads, utility corridors, or emergency-use pathways. Additionally, work with local and state transportation agencies to determine feasible detour options.
    - b. Temporary Bridge and Access Resource Planning: Identify pre-positioned or rapidly deployable temporary bridge solutions, such as military-grade modular bridges (e.g., Bailey or Mabey bridges) or portable ferry systems.  
Develop agreements with engineering firms, the Oregon Department of Transportation (ODOT), and the U.S. Army Corps of Engineers for emergency bridge deployment.  
Maintain a database of regional construction companies, equipment suppliers, and contractors capable of assisting with rapid bridge or road reconstruction.
    - c. Emergency Response Coordination and Logistics: Integrate alternative access planning into Stayton's Emergency Operations Plan (EOP) to ensure coordinated response efforts.  
Establish pre-determined staging areas for emergency bridge materials and equipment.  
Train emergency personnel and public works teams on bridge deployment procedures.
    - d. Community and Stakeholder Collaboration: Engage with local businesses, contractors, and state agencies to develop resource-sharing agreements for emergency bridge construction.  
Conduct drills and tabletop exercises to test alternative access strategies and refine response coordination.
    - e. Post-Earthquake Recovery and Resilience Improvement: After an earthquake, assess the effectiveness of alternative access measures and make necessary improvements to long-term bridge resilience.  
Explore permanent seismic retrofitting or redundant access solutions to ensure future accessibility to the WWTP.
- C. Goal (End-State) – Develop and implement a comprehensive strategy for obtaining, reviewing, updating, and formalizing mutual aid agreements within Appendix B to enhance regional collaboration, resource sharing, and response coordination across all relevant



agencies and stakeholders.

1. Objective (Purpose) – To ensure the effectiveness and reliability of mutual aid agreements by conducting a thorough review and update process, fostering stronger inter-agency cooperation, and ensuring timely, coordinated responses during emergencies and disasters.
2. Line of Effort - Enhance Mutual Aid Agreements  
These intermediate objectives will help ensure that mutual aid agreements are comprehensive, up-to-date, and capable of supporting efficient, coordinated responses in emergencies.
  - a. Assess Current Agreements: Conduct a comprehensive review of existing mutual aid agreements listed in Appendix B of this plan to identify gaps, outdated provisions, and areas for improvement.
  - b. Engage Stakeholders: Collaborate with relevant local, regional, and state agencies, including emergency services, law enforcement, healthcare providers, and utility companies, and local businesses to gather input and ensure all parties' needs and expectations are addressed.
  - c. Define Clear Roles and Responsibilities: Establish clear roles, responsibilities, and expectations for each party involved in mutual aid agreements, ensuring clarity in both routine and emergency situations.
  - d. Update Resource Sharing Processes: Revise and standardize processes for resource sharing (personnel, equipment, supplies) to improve efficiency and responsiveness during mutual aid activation.
  - e. Develop Communication and Coordination Plans: Strengthen communication channels and coordination strategies among participating agencies to ensure seamless operations during crises.
  - f. Create Training and Exercise Opportunities: Develop and implement training programs and simulation exercises for all involved parties to ensure readiness and familiarity with updated agreements and response procedures.
  - g. Ensure Legal and Regulatory Compliance: Review and update mutual aid agreements to comply with current legal and regulatory requirements, ensuring alignment with state and federal guidelines.
  - h. Sign and Publish Mutual Aid Agreement: All responsible parties will sign and publish all new or revised mutual aid agreements.
  - i. Monitor and Evaluate Performance: Implement a system for regularly monitoring the effectiveness of mutual aid agreements and make continuous improvements based on lessons learned from exercises and real-world events.

- D. Goal (End-State): Formalize and enhance the identification, preparedness, and operational readiness of emergency shelters by establishing standardized processes for resource inventory, supply management, shelter planning, and coordination with key stakeholders.
  1. Objective (Purpose): Ensure the accessibility, reliability, and efficiency of emergency shelters by implementing a standardized framework for shelter identification, resource allocation, supply management, and interagency coordination to enhance preparedness and operational readiness during disasters.
  2. Line of Effort: Establish Shelter Locations and Supplies: These intermediate objectives will help ensure that shelters are identified and stocked to meet community needs during an emergency.

- a. **Identify and Document Shelter Locations:** Compile and maintain an updated list of designated emergency shelters, including public buildings, community centers, and temporary facilities.
- b. **Assess Shelter Capacity and Resources:** Evaluate the capacity of each shelter, including back-up power, available space, sleeping arrangements, sanitation facilities, pets, and accessibility for individuals with disabilities.
- c. **Coordinate with Local Organizations:** City departments should work with non-profits and community organizations to ensure clear procedures, logistical support, and coordination of services for shelter operations.

### **Mitigation Overview**

The city of Stayton will conduct mitigation activities as an integral part of the emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency, or lessen the consequences of unavoidable hazards.

Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency with the intent of avoiding repetition of the situation. The Stayton mitigation plan is incorporated into the Marion County Hazard Mitigation Plan.

### **Planning Assumptions**

1. Essential city services will be maintained if conditions permit.
2. An emergency will require prompt and effective response and recovery operations by city emergency services, disaster relief, volunteer organizations, and the private sector.
3. All emergency response staff are trained and experienced in operating under the NIMS/ICS protocol.
  - a. Each responding city department will utilize existing directives and procedures in responding to major emergencies/disasters.
4. Environmental, technological, and civil emergencies may be of a magnitude and severity that County, State, and Federal assistance is required.
5. County support for city emergency operations will be based on the principle that emergencies start at the local level. The city will be responsible for utilizing all available local resources along with initiating mutual aid and cooperative assistance agreements before requesting assistance from the county.
6. Considering shortages of time, space, equipment, supplies, and personnel during a catastrophic disaster, self-sufficiency will be necessary for the first hours or days following the incident.
7. Outside assistance may be available in most major emergency/disaster situations that affect Stayton. Although this plan defines procedures for coordinating such assistance, it is essential for Stayton to be prepared to carry out disaster response and short-term actions on an independent basis.
8. Control over city resources will remain at the city level even though the Governor has the legal authority to assume control in a State Declaration of Emergency.
9. City communication and offices may be destroyed or rendered inoperable during a disaster. Normal operations can be disrupted during a general emergency; however, the city can still operate effectively if public officials, first responders, employees, volunteers, and residents are:
  - a. Familiar with established policies and procedures.



- b. Assigned pre-designated tasks.
  - c. Formally trained in their duties, roles, and responsibilities required during emergency operations.
  - d. Provided policies and procedures in multiple languages to accommodate those whose first language is not English.
10. The city will continue to be exposed to the hazards noted above, as well as others that may develop in the future.
  11. The city has limited resources and depends upon regional and other local governments and agencies for support as well as the volunteer, nonprofit, and private sectors.
  12. Outside assistance will be available in most emergency situations affecting the city. Although this plan defines procedures for coordinating such assistance, it is essential for the city to be prepared to carry out disaster response and short-term actions independently.
  13. It is possible for a major disaster to occur at any time and at any place in the city. In some cases, dissemination of warning and increased readiness measures may be possible; however, many disasters and incidents can occur with little or no warning.
  14. Local government officials recognize their responsibilities for the safety and well-being of the public and will assume their responsibilities in the implementation of this emergency plan.

## Concept of Operations

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Primary roles involved during the initial emergency response will focus on first responders, such as fire districts, public works, and city police, sometimes also involving hospitals, local health departments, and regional fire and Hazmat teams. Typically, as the emergency evolves and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for active coordination of the response to agencies, departments or organizations involved with recovery operations. In all emergency situations and circumstances, saving and protecting human lives receive priority.

The basic concept of emergency operations focuses on managing and using all available resources at the local level for effectively responding to all types of emergencies. Local government has the primary responsibility for emergency management functions and for protecting life and property from the effects of emergencies and disaster incidents. This EOP should be used when the city of Stayton or local emergency response agencies are reaching or have exceeded their abilities to respond to an emergency incident and not in response to day-to-day operations.

Responsibilities include management and coordination of large-scale incidents, as well as identifying and obtaining additional assistance and resources for emergency response agencies from the County, State, and/or Federal government through the city Emergency Management Director.

If Stayton requires additional resources beyond its immediate capabilities during an emergency, the city Emergency Operations Center (EOC) will submit a formal request to the Marion County Emergency Management Office. This request will be based on a thorough assessment of the situation, identifying critical gaps in personnel, equipment, medical supplies, shelter support, or other essential services necessary for response and recovery efforts. The request will be communicated through established channels, direct communication with county officials, or other designated protocols. The county will review the request and coordinate the deployment of available resources or escalate the need to the state if necessary. The city EOC will maintain situational awareness and ensure the efficient integration of incoming support into response operations while providing regular updates to county officials.

### A. Response Priorities

1. **Lifesaving/Protection of Property:** This focuses on efforts to save lives of persons other than City employees and their dependents. It may include prevention or mitigation of major property damage if results of such damage would likely present an immediate danger to human life.
2. **Incident Stabilization:** This focuses on protection of mobile response resources, isolation of the impacted area, and containment (if possible) of the incident.
3. **Property Conservation:** This focuses on the protection of public facilities essential to life safety/emergency response, protection of the environment whenever public safety is threatened, and protection of private property.

### B. Incident Management

When an emergency arises and normal organization and functions of city government are insufficient to effectively meet response requirements, the Emergency Management Director

(or designee) will activate and implement all or part of this EOP. In addition, the Emergency Management Director may partially or fully activate and staff the City EOC based on an emergency type, size, severity, and anticipated duration. Concurrently, all involved city emergency services will implement their respective plans, procedures, and processes and will provide the Emergency Management Director with the following information:

1. Operational status.
2. Readiness and availability of essential resources.
3. Changing conditions and status of resources (personnel, equipment, facilities, supplies, etc.).
4. Significant concerns and issues dealing with potential or actual loss of life or property.

C. Initial Actions

Upon activation of all or part of this EOP, the Incident Commander (IC) (or designee) will immediately implement the actions outlined below:

1. Alert threatened populations and initiate evacuation as necessary.
2. Instruct appropriate city emergency service providers to activate necessary resources.
3. Assign radio frequencies and communications equipment, implement a communications plan, and confirm interoperability among EOC staff and response agencies.
4. Request the City Council to prepare and submit a formal Declaration of Emergency through Marion County Emergency Management when local resources are determined not to meet the need of local emergency operations. The official declaration may be preceded by a verbal statement.
5. Prepare to staff the city EOC as appropriate for the incident with maximum 12-hour shifts.
6. City personnel and support staff will be deployed to restore normal activity and provide essential community services as soon as possible following an emergency incident.

## Organization and Assignment of Responsibilities

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### A. Organization

Local and County agencies and response partners may have various roles and responsibilities throughout the duration of the emergency. Therefore, it is particularly important that the command structure for the city of Stayton be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and contract as the situation changes. Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources. Thus, it is imperative to develop and maintain depth within the command structure and response community.

The County Emergency Management Director is responsible for emergency management planning and operations for the area of the county lying outside the incorporated municipalities of the county. The mayor, or other designated official of each city within the county (pursuant to city charter or ordinance), is responsible for city emergency management planning and operations. These responsibilities may be shared with Marion County Emergency Management

The city conducts all emergency management functions in accordance with NIMS. To assist with training and preparing essential response staff and supporting personnel to incorporate ICS/NIMS concepts in all facets of an emergency, each agency and department is responsible for ensuring critical staff are identified and trained at a level enabling effective execution of existing response plans, procedures, and policies.

During a city-declared disaster, control is not relinquished to county or state authority but remains at the local level for the duration of the event. Some responsibilities may be shared under mutual consent.

Most city departments have emergency functions in addition to their normal duties. Each city department is responsible for developing and maintaining its own emergency management procedures. Specific responsibilities are outlined below, as well as in individual annexes.

### B. Assignment of Responsibilities

The city does not have an office or division of emergency management services separate from its existing departments. The Emergency Management Director is appointed by the city manager and is responsible for preparing a plan for the provision of emergency services in the event of a disaster or emergency, for conducting necessary training sessions and practice drills, and for coordinating such emergency services during an actual emergency. Administrative functions related to emergency management will fall to the responsibility of the city manager, or designee. Additionally, some authority to act in the event of an emergency may already be delegated by ordinance or by practice. As a result, the organizational structure for the city's emergency management program can vary dependent upon the location, size, and impact of the incident.

An emergency declaration shall authorize specific emergency powers and shall exist for the period set forth in the declaration, but it shall not exceed two weeks.

The City Council should convene as soon as practical to ratify the declaration. The State of Emergency may be extended by the City Council for additional periods of time, as necessary.

The Order of Succession for Declaring an Emergency per city code SMC 2.44 for the city of Stayton:

1. City Council
2. Mayor
3. City Council President
4. City Manager
5. If the City Manager is unable to act due to absence or incapacity, then the acting City Manager, then the emergency management director is hereby granted the authority to declare an emergency.

Based on incident levels the Emergency Management Director may implement this plan, followed by the Incident Commander (IC) if the Emergency Management Director is unavailable. The Emergency Management Director, Council, and IC each have the authority to activate the EOC.

1. Emergency Management Director
 

The Emergency Management Director serves as the day-to-day authority and has the responsibility for overseeing emergency management programs and activities.

The Emergency Management Director ensures that there are unified objectives about the city's emergency plans and activities, including coordinating all aspects of the city's capabilities. The Emergency Management Director coordinates all components of the local emergency management program, including assessing the availability and readiness of local resources most likely required during an incident and identifying and correcting any shortfalls. In particular, the Emergency Management Director is responsible for:

  - a. Coordinating the planning and general preparedness activities of the government and maintenance of this plan.
  - b. Analyzing the emergency skills required and arranging the training necessary to provide those skills.
  - c. Preparing and maintaining a resource inventory.
  - d. Ensuring the operational capability of the city EOC.
  - e. Activating the city EOC.
  - f. Keeping the governing body apprised of the city's preparedness status and anticipated needs.
  - g. Serving as day-to-day liaison between City and County Emergency Management.
  - h. Maintaining liaison with organized emergency volunteer groups and private agencies.
- B. Mayor and City Council
 

General responsibilities of the Mayor and City Council include the following tasks:

  - a. Establish emergency management authority by city ordinance.

- i. Adopt an EOP and other emergency management–related plans, resolutions and ordinances.
- ii. Declare a State of Emergency and request assistance through the county (performed by the City Council).
- iii. Act as a liaison to the community during activation of the EOC.
- iv. Act on emergency funding needs.
- v. Attend timely incident update briefings.

### 3. City Manager

The City Manager is responsible for the following tasks:

- a. Appoint an Emergency Management Director.
- b. Ensure all city departments develop, maintain, and exercise their respective service annexes to this plan.
- c. Support the overall preparedness program in terms of its budgetary and organizational requirements.
- d. Implement the policies and decisions of the governing body.
- e. Directing the emergency operational response of city services.
- f. Ensuring, through the Mayor and City Council, that plans are in place for the protection and preservation of City records

### 4. City Department Heads

As available, City department heads collaborate during development of local emergency plans and provide key response resources. City department and agency heads and their staff develop, plan, and train to learn internal policies and procedures for meeting response and recovery needs safely. They should also participate in interagency training and exercises to develop and maintain the necessary capabilities. Department and agency heads that were not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the City Manager. Affected city departments are responsible for:

- a. Supporting EOC operations to ensure that the city is providing for the public safety and protection of the citizens it serves.
- b. Establish, in writing, an ongoing line of succession of authority for each department: this document must be made known to department employees, and a copy must be filed with the City Manager and Emergency Management Director.
- c. Develop alert and notification procedures for department personnel.
- d. Establish internal lines of succession of authority.
- e. Develop operating guidelines to implement assigned duties.
- f. Ensure that vehicles and other equipment are equipped and ready, in accordance with existing standard operating procedures (SOPs).
- g. Identify critical functions and develop procedures for maintaining and/or reestablishing services provided to the public and other city departments.
- h. Assign personnel to the EOC, as charged by this plan.
- i. Develop and implement procedures for protecting vital records, materials, and facilities.
- j. Promote family preparedness among employees.

- k. Ensure that staff complete any NIMS-required training.
- l. Ensure that department plans and SOPs incorporate NIMS components, principles, and policies.

### C. Responsibilities by Community Lifeline

FEMA's Community Lifelines are essential services that enable communities to function and recover in times of disaster. These lifelines include Safety and Security, Food, Water, Shelter, Health and Medical, Energy, Communications, Transportation, and Hazardous Materials. They are critical for ensuring stability and resilience in emergency situations. Local governments, emergency responders, and community organizations share the responsibility of maintaining and restoring these lifelines during crises. This involves coordinating resources, providing essential aid, and ensuring public safety. By strengthening these lifelines, communities can minimize disruptions, protect lives, and accelerate recovery efforts.

#### 1. Safety and Security

##### a. Stayton Police Department is responsible for the following tasks:

- i. Provide a representative to the EOC.
- ii. Provide emergency response according to department SOPs and guidelines.
- iii. Protect life and property and preserve order.
- iv. Evacuate disaster areas.
- v. Provide law enforcement and criminal investigation.
- vi. Isolate damaged areas.
- vii. Provide traffic control, crowd control, and site security (including security for critical facilities).
- viii. Provide damage reconnaissance and reporting.
- ix. Provide support for Fire District and Public Works Department emergency operations as requested.
- x. Safeguard essential department records.
- xi. Maintain internal notification/call rosters.
- xii. Actively participate in the emergency planning process; develop and maintain mutual aid agreements, supporting SOPs, and annexes necessary for department response.
- xiii. Provide search and rescue capability.

#### 2. Firefighting (Stayton Fire District) is responsible for the following tasks during an emergency:

- a. Provide fire prevention before, suppression during, emergency medical aid, and fire safety inspection to prevent loss of life, loss of property, and damage to the environment.
  - i. Provide a representative to the EOC.
  - ii. Provide emergency response according to SFD SOPs and guidelines.
  - iii. Provide pre-hospital emergency medical services.
  - iv. Inspect shelters and damaged areas for fire hazards.
  - v. Assist law enforcement personnel in alert and warning and evacuation operations.
  - vi. Provide support to law enforcement and operations emergency response as

- requested.
  - vii. Safeguard essential department records.
  - viii. Maintain internal notification/call rosters.
  - ix. Provide fire prevention and inspection to prevent loss of life, loss of property, and damage to the environment.
  - x. Actively participate in the emergency planning process; develop and maintain mutual aid agreements and supporting SOPs and annexes necessary for department response.
3. Contracted City Legal Counsel in Coordination with the City of Stayton is responsible for the following tasks in the event of an emergency:
- a. Advise city officials regarding the emergency powers of local government and necessary procedures for invocation of measures to:
  - b. Review and advise city officials regarding possible liabilities arising from disaster operations, including the exercising of any or all the above powers.
  - c. Advise city officials and department heads regarding record keeping requirements and other documentation necessary for the exercising of emergency powers.
4. Emergency Management Director
- a. Establish procedures for employing temporary personnel for disaster operations.
  - b. Coordinate deployment of reserve personnel to city departments requiring augmentation.
  - c. Conduct ongoing hazard awareness and public education programs.
5. Food, Hydration, Shelter
- a. Stayton Police Department
    - i. Evacuation and population protection
    - ii. Identify high hazard areas and corresponding number of potential evacuees.
    - iii. Coordinate evacuation planning, including:
      - (a) Movement control
      - (b) Transportation needs
      - (c) Emergency Public Information materials
      - (d) Prepare and maintain supporting SOPs and annexes.
  - b. Stayton Fire District
    - i. Provide shelter within the fire station as mission, space, and resources are available.
    - ii. Oversee shelter and reception location at the fire station.
    - iii. Provide emergency medical services.
  - c. Marion County Health and Human Services
    - i. See Marion County EOP for Marion County Health and Human Services roles and responsibilities.
  - d. Emergency Management Director
    - i. Establish procedures for employing temporary personnel for disaster operations.
    - ii. In cooperation with the Stayton Police, establish and maintain a staffing reserve.
    - iii. Coordinate deployment of reserve personnel to city departments requiring



augmentation.

- iv. Conduct ongoing hazard awareness and public education programs.
- v. Develop and maintain procedures for sheltering in place.
- vi. Compile and prepare emergency information for the public in case of emergency.
- vii. Arrange for media representatives to receive regular briefings on the City's status during extended emergency situations.
- viii. Secure printed and photographic documentation of the disaster situation.
- ix. Handle unscheduled inquiries from the media and the public.
- x. Define responsibilities of city departments and private sector groups
- xi. Prepare and maintain supporting SOPs and annexes.

### 3. Health and Medical

- a. Stayton Fire District
  - i. Coordinate provision of EMS.
  - ii. Request additional EMS assets as necessary.
  - iii. Initial lifesaving and treatment.
- b. Santiam Hospital
  - i. Treatment of casualties.
- c. Marion County Health and Human Services
  - i. See Marion County EOP for Marion County Health and Human Services roles and responsibilities.

### 4. Energy (Power and Fuel)

- a. Pacific Power is the main power producing company within the area and will aid as requested by the Stayton Public Works Department
- b. City of Stayton Public Works Department
  - i. Energy and utilities-related responsibilities include the following tasks:
    - (a) Work with local energy facilities to restore damaged energy utility infrastructure and accompanying systems.
    - (b) Coordinate temporary emergency power generation capabilities to support critical facilities until permanent restoration is accomplished.
    - (c) Coordinate information from the damage assessment team (Marion County).
    - (d) Train and provide damage plotting team members to the EOC.
    - (e) Assist in reporting and compiling information regarding deaths, injuries, and dollar damage to tax-supported facilities and to private property.
    - (f) Assist in determining the geographic extent of the damaged area.
    - (g) Coordinate with Marion County Public Works Department.

### 5. Communications

- a. Marion Area Multi-Agency Emergency Telecommunications (METCOM 9-1-1)
  - i. Responsible for emergency communication between emergency responders.
- b. Emergency Management Director
  - i. Establish emergency purchasing procedures and/or a disaster contingency

- fund.
  - ii. Maintain records of emergency-related expenditures for purchases and personnel.
  - c. Stayton Fire District
    - i. Disseminate emergency public information.
    - ii. Receive and disseminate warning information to the public and county and city officials.
  - d. Stayton Police Department
    - i. Establish and maintain emergency communications systems.
    - ii. Coordinate use of all public and private communication systems necessary during emergencies.
    - iii. Manage and coordinate all emergency communications operated within the EOC, once activated.
  - e. City Recorder
    - i. Conducting ongoing hazard awareness and public education programs.
    - ii. Compiling and preparing emergency information for the public in case of emergency.
    - iii. Arranging for media representatives to receive regular briefings on the city's status during extended emergency situations.
    - iv. Securing printed and photographic documentation of the disaster situation.
    - v. Handling unscheduled inquiries from the media and the public.
6. Transportation
- a. Stayton Public Works is responsible for:
    - i. Provide a representative to the EOC.
    - ii. Assessment damage to streets, bridges, traffic control devices, wastewater treatment system, and other public works facilities. Assist in damage assessment of other city infrastructure and residential buildings.
    - iii. Remove debris.
    - iv. Barricade hazardous areas.
    - v. Coordinate the condemnation of unsafe structures.
    - vi. Provide support to traffic, crowd control, and evacuation operations.
    - vii. Provide support to law enforcement and fire district emergency operations, as requested.
    - viii. Planning for and identifying high-hazard areas and numbers of potential evacuees, including the number of people requiring transportation to reception areas (considering special needs populations).
    - ix. Coordinating transportation for functional needs populations.
7. HAZMAT
- a. Stayton Fire District and the Salem Region 13 HAZMAT Team will provide support during a hazardous materials incident. Responsibilities include:
    - i. Oil and Hazardous Materials responsibilities include the following tasks:
      - (a) Conduct oil and hazardous materials (chemical, biological, etc.)

response, including spill containment, short- and long-term clean-up, planning, and coordination.

- (b) Assess the health effects of a hazardous materials release.
- (c) Identify the needs for hazardous materials incident support from regional and State agencies.
- (d) Disseminate protective action (e.g. evacuation, shelter-in-place).
- (e) Prepare and maintain supporting SOPs and annexes.
- b. Radiological Protection: General responsibilities include the following tasks:
  - i. Establish, maintain, and coordinate a radiological monitoring and reporting network throughout the county; provide input to the statewide Oregon Emergency Response System (OERS) at 800-452-0311.
  - ii. Secure initial and refresher training for instructors and monitors.
  - iii. Under fallout conditions, provide city and county officials and department heads with information regarding fallout rates, fallout projections, and allowable doses.
  - iv. Provide monitoring services and advice at the scene of accidents involving radioactive materials.
  - v. Prepare and maintain supporting SOPs and annexes.
- c. Stayton Police Department is responsible for the following tasks:
  - i. Protect life and property and preserve order.
  - ii. Evacuate disaster areas.
  - iii. Provide law enforcement and criminal investigation.
  - iv. Isolate damaged areas.
  - v. Provide traffic control, crowd control, and site security (including security for critical facilities).

## 8. Water Systems

- a. City public works personnel are responsible for the following tasks in an emergency:
  - i. Assess damage to water, wastewater treatment system and other public works facilities
  - ii. Direct repair of critical city facilities followed by priority restoration of streets and bridges. See Appendix F, Critical Facilities List
  - iii. Barricade hazardous areas.
  - iv. As necessary, augment sanitation services.

## Nongovernmental Organizations

- A. Nongovernmental organizations (NGOs) play enormously important roles before, during, and after an incident. In the city of Stayton, NGOs such as the American Red Cross provide sheltering, emergency food supplies, counseling services, and other vital support services to support response and promote the recovery of disaster victims. NGOs collaborate with responders, governments at all levels, and other agencies and organizations. The roles of NGOs in an emergency may include the following tasks:
  - 1. Train and manage volunteer resources.
  - 2. Identify shelter locations and needed supplies.
  - 3. Provide critical emergency services to those in need, such as cleaning supplies,

- clothing, food and shelter, and assistance with post-emergency cleanup.
4. Identify those whose needs have not been met and help coordinate the provision of assistance.
- B. Individual and Households
- Although not formally a part of the city's emergency operations, individuals and households play an important role in the overall emergency management strategy. Community members can contribute by taking the following measures:
1. Reduce hazards in their homes.
  2. Prepare emergency supply kits and household emergency plans.
  3. Monitor emergency communications.
  4. Volunteer with established emergency response organizations.
  5. Enroll in emergency response training courses.
- C. County Response Partners
- The County EMD has been appointed under the authority of the Board of County Commissioners. The County EMD is responsible for developing a county-wide emergency management program to facilitate a coordinated response to a major emergency or disaster. This program is developed through cooperative planning efforts with the incorporated and unincorporated communities of the county. Roles and responsibilities of county emergency management include the following tasks:
1. Serve as the lead agency for all natural and man-made disasters.
  2. Provide resources when requested, if available.
  3. Forward requests for a Declaration of Emergency to the Oregon Department of Emergency Management when requested resources are not available.
  4. Provide a representative to the Emergency Operations Center.
  5. Actively participate in the emergency planning process.
- D. State Response Partners
- Under the provisions of ORS 401.055 through 401.155, the Governor has broad responsibilities for the direction and control of all emergency activities in a State-Declared Emergency. The director of ODEM is delegated authority by ORS 401.260 to 401.280 to coordinate all activities and organizations for emergency management within the State and to coordinate in emergency response with other states and the Federal government.
- Under the direction and control of department heads, agencies of the state government represent the State Emergency Support Functions. Responsibility for conducting emergency support functions is assigned by the Governor to the department best suited to carry out each function applicable to the emergency. Some state agencies may call upon their federal counterparts to provide additional support and resources, following established procedures and policies for each agency.
- E. Federal Response Partners
- Federal response partners are typically requested by ODEM if state resources become limited or specialized services are needed. In most instances, federal resources become

available following a formal declaration of emergency by the Governor. Thus, procedures and policies for allocating and coordinating resources at the federal level follow the Oregon CEMP and, if necessary, the National Response Framework (NRF).

### Continuity of Government

- A. The city has not formalized a City Continuity of Operations (COOP) or a Continuity of Government (COG) plan to date.

Emergencies may disrupt normal business activities. Refer to city ordinance chapter 2.44 for the roles of government during an emergency.

<b>Table 1-5 City Lines of Succession</b>	
<b>Emergency Operations</b>	<b>Emergency Policy and Governance</b>
Emergency Program Director	City Council
Incident Commander	Mayor
Operations Chief	Council President
	City Manager

**Table 1-6 Policy and operational lines of succession during an emergency**

- B. Each city department is responsible for pre-identifying staff patterns showing a line of succession in management's absence. Lines of succession for each department can be found in the department's head office. All employees should be trained in the protocols and contingency plans required to maintain leadership within the department. Emergency Management will provide guidance and direction to department heads to maintain continuity of government and operations during an emergency. Individual department heads within the city are responsible for developing and implementing COOP/COG plans to ensure continued delivery of vital services during an emergency.
- C. Preservation of Records  
It is the responsibility of City Recorder to ensure that all legal documents of both public and private nature recorded by the designated official (i.e., tax assessor, sheriff's office) be protected and preserved in accordance with applicable State and local laws. Examples include ordinances, resolutions, meeting minutes, land deeds, and tax records.

## Direction and Control

The City Emergency Management Director is responsible for maintaining the readiness of the EOC and identifying and training support staff. City departments will be requested to designate personnel who can be made available to be trained by city Emergency Management and to work in the EOC during a major disaster. Other departments may be requested to aid in a major emergency.

- A. Authority to Initiate Actions
1. Emergency Powers
    - a. City of Stayton Disaster Declaration Process

- b. A declaration of a State of Emergency by the City of Stayton is the first step in accessing disaster assistance (declaration form template is found in Appendix A) but must first go through Marion County. The Stayton City Council has legal authority under ORS 401 to declare a local State of Emergency.
  - c. If a quorum of councilors cannot be assembled within a reasonable period, this authority is first delegated to the Emergency Management Director and Department Heads and then ratified by the Mayor and City Council as soon as practical. If the City Council is unable to act due to absence or incapacity, the Department Heads or Emergency Management Director may exercise local declaration authority. If in the judgment of the IC, time does not permit access to others authorized, the IC can declare a State of Emergency. If the declaration is made by anyone listed above other than the City Council, the City Council should convene as soon as it is practical to ratify the State of Emergency declaration. ODEM has set forth the following criteria necessary in declaring a local emergency:
    - i. Incident time and date
    - ii. Describe the circumstances impacting an identified area.
    - iii. Identify the problems for which assistance is needed.
    - iv. Clearly state what has been done locally to respond to the impact and needs.
2. Marion County Declaration Process
- a. When an emergency or disaster arises, and it is determined conditions have progressed past the staffing power, equipment, or other resource capabilities of the affected municipality, the County Emergency Management Director will request the following officials activate this EOP and the County EOC:
    - i. Emergency Management Director (EMD) or designee.
    - ii. Emergency Management Board Designee (EMBD).
  - b. Marion County's local declaration process involves an escalation through the EMBD for a formal declaration of emergency or disaster. The declaration will be forwarded to the State of Oregon through OERS and ODEM for review by the Governor. If the Governor issues an emergency or disaster declaration, ODEM will be contacted via OERS for allocation of State resources to support the response.
  - c. Resource requests and emergency/disaster declarations must be submitted by the City Emergency Program Manager to the County EMD according to provisions outlined under ORS Chapter 401. The request for a State of Emergency declaration will be documented using the Emergency Declaration Template and should be accompanied by a current Incident Status Report (ICS Form 209: Incident Status Summary). The declaration may be communicated via radio, fax, or telephone and followed by a hard copy submission.
  - d. Assign responsibility for implementation of the EOP.
  - e. The Emergency Program Manager of the City (or designee) is responsible for the direction and control of the City's resources during an emergency and for requesting additional resources required for emergency operations. All assistance requests are to be made through County Emergency Management via the County EOC. County Emergency Management processes subsequent assistance requests to the State. The EOC will coordinate and incorporate County, State and Federal resources into the emergency response.

- f. In the case of emergencies involving fires threatening life and structures, the Conflagration Act (ORS 476.510) can be invoked by the Governor through the Office of State Fire Marshal. This act allows the State Fire Marshal to mobilize and fund fire resources throughout the State during emergency situations. The Stayton Fire District Fire Chief and Marion County Fire Defense Board Chief will assess the status of the incident(s) and, after all criteria have been met for invoking the Conflagration Act, notify the State Fire Marshal via OERS. The State Fire Marshal reviews the information and notifies the Governor, who authorizes the act.

## B. Command Responsibility for Specific Actions

1. General guidance of emergency operations
  - a. Designate individuals or departments responsible for overseeing and providing direction for emergency response operations.
  - b. Direction and control of city emergency operations will be conducted via an ICS structure.
  - c. The City Emergency Management Director has the responsibility for maintaining the readiness of the EOC and identifying and training support staff. City departments will be requested to designate personnel to work in the EOC during a major disaster. the departments may be requested to aid in a major emergency.
2. Inter-jurisdictional Coordination
  - a. Municipalities
 

The city is responsible for the direction and control of city resources during emergencies, including requesting additional resources from mutual aid sources. For resources not covered under mutual aid, requests shall be directed to Marion County Emergency Management.
  - b. Mutual Aid
 

State law (ORS 402.010 and 402.015) authorizes the city to enter into cooperative assistance agreements with public and private agencies in accordance with their needs. Personnel, supplies, and services may be used by a requesting agency if the granting agency cooperates and extends such services.

State law (ORS 402.210) authorizes the creation of an intrastate mutual assistance compact among local governments within the State. The compact streamlines the process by which a local government requests assistance and temporarily acquires resources.
  - c. Special Service Districts
 

These districts provide services such as fire protection and water delivery systems not provided by city or county government. Each is governed by an elected Board of Directors and has policies separate from city and county government. They often overlap with city and county boundary lines and thus may serve as primary responders to emergencies within their service districts.
  - d. Private Sector
 

Disaster response by local government agencies may be augmented by business, industry, and volunteer organizations. The Emergency Management Director (or designee) will coordinate response efforts with business and industry; this includes aiding, as appropriate, in action taken by industry to meet state emergency preparedness regulations governing businesses providing essential



services, such as utility companies. Schools, hospitals, nursing/care homes and other institutional facilities are required by Federal, State, or local regulations to have disaster plans. The Public Information Officer (PIO) will also work with voluntary organizations to provide certain services in emergency situations, typically through previously established agreements. In the preparedness context, essential training programs will be coordinated by the sponsoring agencies of such organizations as the American Red Cross, faith-based groups, amateur radio clubs, Community Emergency Response Teams (CERT), etc.

e. County Government

Marion County Emergency Management, as defined in the County EOP, provides direct county agency support at the local level and serves as a channel for obtaining resources from outside the county structure, including the assistance provided by State, regional, and Federal agencies. Local resources (personnel, equipment, funds, etc.) should be exhausted or projected to be exhausted before the County requests State assistance.

f. State Government

The Oregon Department of Emergency Management, as defined in the State of Oregon CMEP provides support to the local level and serves as a channel for obtaining resources from outside the State structure, including the assistance provided by the Federal government. The state will work through the county to provide resources.

g. Federal Government

The ODEM may ask for assistance from the Federal Government; this is done in dire circumstances. State emergency management will ask for an initial damage assessment from the county, to present to FEMA. If the costs meet the threshold, a Presidential Declaration may be declared, and locals are able to work with FEMA to recover 75% of costs associated with responding to the disaster.

3. Transition to Recovery

a. Demobilization

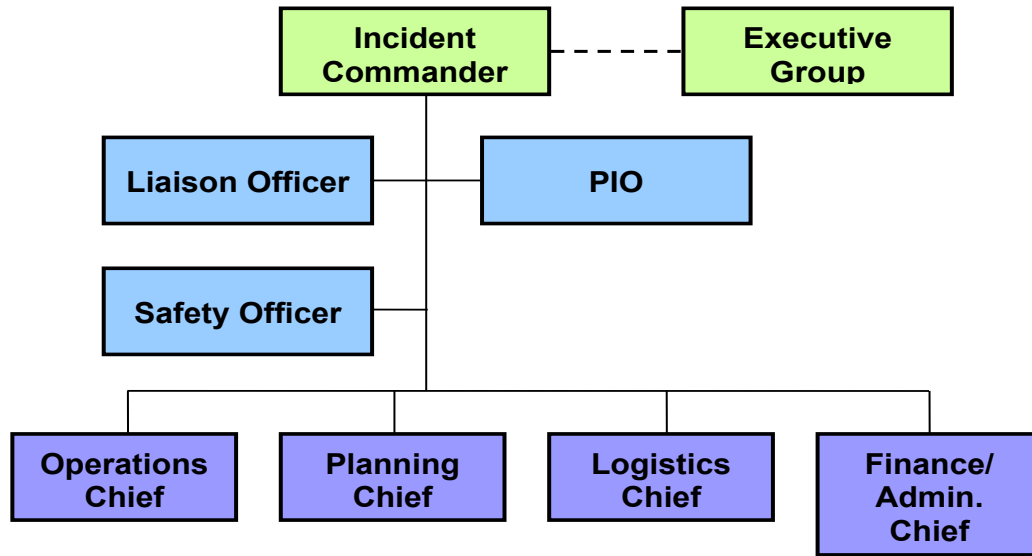
As the emergency progresses and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for active coordination of the response to agencies or organizations involved with short- and long-term recovery operations.

b. Recovery

Recovery comprises steps the city will take during and after an emergency to restore government function and community services to levels existing prior to the emergency. Recovery is both a short- and long-term process. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public, such as bringing necessary lifeline systems (e.g., power, communication, water and sewage, disposal of solid and hazardous waste, or removal of debris) to an acceptable standard while providing for basic human needs (e.g., food, clothing, and shelter). Once stability is achieved, the city can concentrate on long-term recovery efforts, which focus on restoring the community to a normal or improved situation. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent emergency. This is also the phase of reassessing the applications, processes, and functions of all annexes of this disaster plan for deficiencies.



Resources to restore or upgrade damaged areas may be available, through grants, if it can be shown additional repairs will mitigate or lessen the chances of, or damage caused by another similar disaster in the future.



**Figure 1-7 Incident Command Structure**

#### C. Incident Command System

In Oregon, implementation of NIMS and ICS is necessary during an emergency incident. NIMS is a comprehensive, national approach to incident management, applicable to all jurisdictional levels and across functional disciplines. ICS is a standardized, flexible, and scalable, all-hazard incident management system designed to be utilized from the time an incident occurs and continue until the need for management and operations no longer exists. The ICS structure can be expanded or contracted, depending on the incident's changing conditions. The system consists of practices for managing resources and activities during an emergency response. It can be staffed and operated by qualified personnel from any emergency service agency and may involve personnel from a variety of disciplines. As such, the system can be utilized for any type or size of emergency, ranging from a minor incident involving a single unit to a major emergency involving several agencies and spanning numerous jurisdictions. ICS allows agencies to communicate using common terminology and operating procedures. It also allows for effective coordination and allocation of resources throughout an incident's duration.

The city has established a NIMS/ICS compliant EOC command structure, supporting activation and operational procedures, and position checklists. This information is contained within this EOP; however, this document is not an EOC manual. A typical ICS organizational chart for the city is presented in Figure 1-7.

Plain language will be used during a multi-jurisdictional emergency response occurring in the city and is essential to public safety, especially the safety of first responders and those affected by the incident. The use of common terminology enables area commanders, State and local EOC personnel, Federal operational coordinators, and responders to communicate clearly with each other and effectively coordinate response activities, regardless of an

incident's size, scope, or complexity. The ability of responders from different jurisdictions and disciplines to work together depends greatly on their ability to communicate with each other.

In certain instances, more than one ICS position may be managed by a single staff person due to limited personnel and resources available in the city. Thus, it is imperative for all primary and alternate EOC staff to be trained in ICS functions as well as those in their areas of expertise. Regularly exercising ICS, including sub-functions and liaison roles with volunteers and other support staff, will improve overall EOC operation efficiency and add depth to the existing response organizations.

## 1. Command Staff

### a. Incident Commander

The IC is responsible for the following tasks:

- i. Approve and support implementation of an Incident Action Plan (IAP).
- ii. Coordinate activities supporting the incident or event.
- iii. Approve release of information through the PIO.
- iv. Perform the duties of the command staff if no one is assigned to the position.
- v. Establish an on-scene command post at the scene to maintain close contact and coordination with the EOC.

### b. Safety Officer

The Safety Officer is generally responsible for the following tasks:

- i. Identify initial hazards, determine personal protective equipment requirements, and define decontamination areas.
- ii. Implementing site control measures.
- iii. Monitor and assess the health and safety of response personnel and support staff (including EOC staff).
- iv. Prepare and implement a site Health and Safety Plan and update the IC regarding safety issues or concerns, as necessary.
- v. Exercise emergency authority to prevent or stop unsafe acts.

### c. Public Information Officer

A lead PIO will coordinate and manage a larger public information network representing local, County, regional, and State agencies, tribal entities, political officials, and other emergency management stakeholders. The PIO's duties include the following tasks:

- i. Develop and coordinate the release of information to incident personnel, media, and the public.
- ii. Coordinate information sharing among the public information network using a Joint Information System and, if applicable, establishing and staffing a Joint Information Center.
- iii. Implement information clearance processes with the IC.
- iv. Conduct and/or manage media briefings and implement media-monitoring activities.

### d. Liaison Officer

Specific liaison roles may be incorporated into the command structure established

at the city and/or county EOC, depending on the type of emergency incident. Liaisons represent entities and organizations such as hospitals, school districts, tribes, public works/utility companies, and volunteer services such as the American Red Cross. Responsibilities typically associated with the liaison role include the following tasks:

- i. Serve as the contact point for local government officials, agency or tribal representatives, and stakeholders.
- ii. Coordinate information and incident updates among interagency contacts, including the public information network.
- iii. Provide resource status updates and limitations among personnel, capabilities, equipment, and facilities to the IC, government officials, and stakeholders.
- iv. The annexes attached to this plan contain general guidelines for the city governmental entities, organizations, and county officials and departments to carry out responsibilities assigned at the city EOC or other designated facility where response efforts will be coordinated.

## 2. General Staff

### a. Operations Section Chief

The Operations Section Chief position is typically filled by the lead agency managing response activities for a specific type of incident. The Operations section is organized into functional units representing agencies involved in tactical operations. The following agencies are typically included in the Operations Section:

- i. Fire (emergencies dealing with fire, earthquake with rescue, or hazardous materials).
- ii. Law Enforcement (incident(s) involving civil disorder/disturbance, significant security/public safety concerns, transportation-related accidents, and/or criminal investigations).
- iii. Public Health Officials (contamination issues, disease outbreaks, and/or emergency incidents posing threats to human, animal, and environmental health).
- iv. Public Works (incidents resulting in major utility disruptions, damage to critical infrastructure, and building collapse).
- v. Private entities, companies, and NGOs may also support the Operations section.

The Operations Section Chief is responsible for the following tasks:

- i. Provide organizational support and direct the implementation of operational plans and field response activities.
- ii. Develop and coordinate tactical operations to carry out the Incident Action Plan.
- iii. Manage and coordinate various liaisons representing community response partners and stakeholders.
- iv. Direct IAP tactical implementation.
- v. Request resources needed to support the IAP.

### b. Planning Section Chief

The Planning section is responsible for forecasting future needs and actions related to the response effort while ensuring implementation of appropriate procedures and processes. This section is typically supported by four primary units: Resources, Situation, Documentation, and Demobilization.

The Planning Section Chief is responsible for the following tasks:

- i. Collect, evaluate, and distribute information regarding the incident and provide a status summary.
- ii. Prepare and disseminate the IAP.
- iii. Conduct planning meetings and develop alternatives for tactical operations.
- iv. Maintaining resource status.

c. Logistics Section Chief

The Logistics section is typically supported by the units responsible for Supply, Food, Communications, Medical, Facilities, and Ground Support. Depending on the incident's type and size, these units can be divided into two branches: Service and Support. The Logistics Section Chief is responsible for the following tasks:

- i. Provide and manage resources to meet the needs of incident personnel.
- ii. Manage various coordination of resources, such as transportation-related equipment, EOC staff support services, supplies, facilities, and personnel.
- iii. Estimate future support and resource requirements.
- iv. Assist with development and preparation of the IAP.

3. Finance/Administration

- a. The Finance/Administration Section is specific to the type of incident and severity of resulting impacts. In some instances, agencies may not require assistance, or only a specific function of the section may be needed. These functions can be staffed by a technical specialist in the Planning section. Potential units assigned to this section include:

- i. Compensation/Claims, Procurement, Cost, and Time.
- ii. Monitoring costs related to the incident.
- iii. Maintaining accounting, procurement, and personnel time records.
- iv. Conducting cost analyses.

D. Unified Command

In some incidents, several organizations may share response authority. ICS has the advantage of combining different local, County, regional, State, and Federal agencies into the same organizational system, maximizing coordination of response activities, and avoiding duplication of efforts. A structure called Unified Command (UC) allows the IC position to be shared among several agencies and organizations, each with jurisdiction. UC members retain their original authority but work to resolve issues in a cooperative fashion to enable a more efficient response and recovery.

In a large incident involving multiple jurisdictions and/or regional, State, and Federal response partners, a UC may replace a single organization IC. Each of the four primary ICS sections may be further subdivided, as needed. In smaller situations, where additional people are not required, the IC will directly manage all aspects of the incident organization.

E. Emergency Operations Center

Response activities will be coordinated from an EOC and will be activated upon notification of a possible or actual emergency and based upon the incident level of the emergency. The EOC will track, manage, and allocate appropriate resources and personnel. During large-scale emergencies, the EOC will, in fact, become the seat of government for the duration of the crisis.

1. EOC Activation

During emergency operations and upon activation, the EOC staff will assemble and exercise direction and control, as outlined below.

- a. The EOC will be activated by the City Council, Mayor, Council President, City Manager, Emergency Management Director, or IC. The IC will assume responsibility for all operations and direction and control of response functions.
- b. The Emergency Management Director will determine the level of staffing required and will alert the appropriate personnel, agencies, and organizations.
- c. Emergency operations will be conducted by city departments, augmented as required by trained reserves, volunteer groups, and forces supplied through mutual aid agreements. County, State, and Federal support will be requested if the situation dictates.
- d. Communications equipment in the EOC will be used to receive information, disseminate instructions, and coordinate emergency operations.  
The IC may establish a command post at the scene to maintain close contact and coordination with the EOC.
- e. Department heads and organization leaders are responsible for emergency functions assigned to their activities, as outlined in their respective annexes.
- f. The EOC will normally operate on a 24-hour basis, rotating on 12-hour shifts, or as needed.
- g. As soon as it is practical, the Emergency Management Director will notify the County when the city EOC is activated. County Emergency Management should be briefed, and a preliminary determination made of whether a request for disaster declaration is likely.
- h. Periodic updates will be issued to Marion County Emergency Management as the situation requires.

F. Emergency Operations Center Location

- a. The city of Stayton EOC is established at a location in which city officials can receive information relevant to the emergency and provide coordination and control of emergency operations. The primary location for the City EOC is:

Stayton Community Center  
400 West Virginia Street  
Stayton, Oregon, 97383

- b. If necessary, an alternate location for the city EOC is:

Stayton Canyon Communications Center  
911 Jetters Way  
Stayton, Oregon, 97383

Stayton Rural Fire District Station # 1  
1988 West Ida Street  
Stayton, Oregon, 97383

If during an emergency it becomes necessary to relocate the EOC, the Emergency Management Director will designate a facility and alert all responding agencies and the County of the new EOC location and revised contact information. If time allows, the relocated EOC will be confirmed as operational prior to the deactivation of the existing EOC. The existing EOC will be closed in accordance with de-activation procedures.

## Information Collection and Dissemination

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### A. Information Collection and Dissemination

1. Disaster information managed by the City of Stayton Emergency Operations Center is coordinated through agency representatives located in the EOC. These representatives collect information from and disseminate information to counterparts in the field. These representatives also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.
2. Detailed procedures that identify the type of information needed, where it is expected to come from, who uses the information, how the information is shared, the format for providing the information, and specific times the information is needed are maintained at the City of Stayton Emergency Operations Center or at the City of Stayton Records Office.
3. The Planning Section (if utilized) in the EOC will be responsible for the collection, analysis, and dissemination of incident-specific information through various mechanisms, including situation status reports, briefings, email communication, maps, and graphics.
4. During an activation of the EOC, a situation report will be developed and issued at the end of each operational period or more frequently if necessary. Each department will gather and provide information to the Planning Section. The Planning Section will be responsible for analyzing and developing a draft situation report that will be reviewed and approved by the Emergency Management Director before release.

## Communications

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### A. Communications

Traditional communication lines, such as landline telephones, cellular phones, internet/e-mail, and radio, will be utilized by response personnel throughout the duration of response activities.

The City of Stayton is part of the METCOM system. METCOM will receive calls and dispatch emergency personnel as needed. Emergency notifications can reach all landline phones within METCOM's service area. Citizens who have opted into the Everbridge system can also receive alerts on their cell phones.

- B. METCOM has access to the FEMA National Emergency System, known as the Integrated Public Alert and Warning System (IPAWS). This system enables METCOM to send emergency notifications to all cellular devices within the affected area, regardless of Everbridge enrollment, during serious or life-threatening events such as natural disasters. IPAWS also allows METCOM to disseminate alerts through the Emergency Alert System (EAS).
- C. In addition to Everbridge, the City uses FlashAlert to distribute emergency information to the public. The City also communicates updates through its official website and social media platforms.

The Emergency Management Director shall provide the public with educational/ instructional materials and presentations on subjects regarding safety practices and survival tactics for the first 72 hours of a disaster. Emergency notification procedures are established among the response community, and call-down lists are updated and maintained through each individual agency or department.

1. External partners can be activated and coordinated through city EOC communications.
2. Alert and Warning (Stayton Police Department)
  - a. Once an emergency has occurred, the following tasks are necessary to ensure the proper agencies are notified, helping to facilitate a quick and coordinated response.
  - b. Disseminate emergency public information, as requested.
  - c. Receive and disseminate warning information to the public and key county and city officials and mobilize city staff as necessary.
  - d. Prepare and maintain supporting SOPs and annexes.
3. Communication Systems maintained by METCOM 911.
4. The following tasks are necessary to ensure the city maintains reliable and effective communication among responders and local government agencies during an emergency:
  - b. Establish and maintain emergency communications systems for all city departments (including the Stayton Fire District).
  - a. Manage and coordinate all emergency communications operated within the EOC, once activated.



- b. Coordinate use of all public and private communication systems necessary during emergencies.
- c. Maintain internal notification/call rosters.
- d. Maintain a communications link between the EOC and field operations.
- e. Participate in the emergency planning process; prepare and maintain SOPs and annexes supporting this plan.

## Administration, Finance, and Logistics

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### A. General Policies

This section outlines general policies for administering resources, including the following:

1. Funding and Accounting
  - a. During an emergency, the city is likely to find it necessary to redirect city funds to effectively respond to the incident. The authority to adjust department budgets and funding priorities rests with the City Council; emergency procurement authority is delegated to the City Manager with the approval of the City Council.
  - b. If an incident in the city requires major redirection of the city's fiscal resources, the following general procedures will be followed:
    - i. The City Council will meet in an emergency session to decide how to respond to the emergency funding needs.
    - ii. The City Council will declare a State of Emergency and request assistance through the County.
    - iii. If a quorum of Councilors cannot be reached, and if a prompt decision will protect lives, City resources and facilities, or private property, the City Recorder (or designee) may act on emergency funding requests. The Mayor and City Council will be advised of such actions as soon as practical.
    - iv. To facilitate tracking of financial resources committed to the incident, and to provide the necessary documentation, a discrete charge code for all incident-related personnel time, losses, and purchases will be established by the Finance Section.
2. Records and Reports
  - a. Resource requests and emergency/disaster declarations must be submitted by the City Emergency Management Director to the County EMD according to provisions outlined under ORS Chapter 401. The request for a State of Emergency declaration will be documented using the Emergency Declaration Template and should be accompanied by a current Incident Status Report (ICS Form 209: Incident Status Summary). The declaration may be communicated via radio, fax, or telephone and followed by a hard copy, with the signature of the official, for submission.
  - b. The Emergency Management Director of the City (or designee) is responsible for the direction and control of the city's resources during an emergency and for requesting additional resources required for emergency operations. All assistance requests are to be made through Marion County Emergency Management. County Emergency Management processes subsequent assistance requests to the State. The EOC will coordinate and incorporate County, State, and Federal resources into the emergency response.
  - c. In the case of emergencies involving fires threatening life and structures, the Conflagration Act (ORS 476.510) can be invoked by the Governor through the Oregon Department of the State Fire Marshal. This act allows the State Fire Marshal to mobilize and fund fire resources throughout the State during emergency situations. The Stayton Fire District Fire Chief and Marion County Fire District Defense Board will assess the status of the incident(s) and, after all criteria have been met for invoking the Conflagration Act, notify the State Fire

Marshal via OERS. The State Fire Marshal reviews the information and notifies the Governor, who authorizes the act.

### 3. Agreements and Understandings

- a. State law (ORS 401.480 and 401.490) authorizes local governments to enter into Cooperative Assistance Agreements with public and private agencies in accordance with their needs e.g., the ORCAA Oregon Resource Coordination Assistance Agreement. Personnel, supplies, and services may be used by a requesting agency if the granting agency cooperates and extends such services. However, without a mutual aid pact, both parties must be aware State statutes do not provide umbrella protection except in the case of fire suppression pursuant to ORS 476 (the Oregon State Emergency Conflagration Act).
- b. Existing Mutual Aid Agreements are identified in Appendix B of this plan.
- c. The City of Stayton will develop and maintain mutual aid agreements, both formal and informal, facilitating the availability and delivery of additional resources to the scene of an emergency. Each department is responsible for developing the agreements necessary to augment available resources. Copies of these documents can be accessed in each department or within Appendix A. During an emergency, a local declaration may be necessary to activate these agreements and allocate appropriate resources. Once mutual aid and intergovernmental agreements are activated, the EOC will coordinate mutual aid and neighboring jurisdiction resources into the emergency response.

### 4. Assistance Stipulations

- a. Local policies that have been established regarding the use of volunteers or accepting donated goods and services should be summarized. Elements that should be addressed in this section include:
  - i. Administration of insurance claims
  - ii. Consumer protection
  - iii. Duplication of benefits
  - iv. Nondiscrimination
  - v. Relief assistance
  - vi. Preservation of environment and historic properties

### 5. Resources

Under emergency conditions, members of the EOC staff will allocate resources according to the following guidelines:

- a. The city EOC Staff has the authority under emergency conditions to establish priorities for the assignment and use of all city resources. The city will commit all its resources, if necessary, to protect life and property.
- b. The Emergency Management Director, City Manager or designee has the overall responsibility for establishing resource priorities. In a situation where resource allocations are in dispute, the City Manager has the final allocation authority.
- c. Deploy resources according to the following priorities:
  - i. Protection of life,
  - ii. Protection of responding resources,
  - iii. Protection of public facilities, and
  - iv. Protection of private property.
- d. Distribute resources in a manner that provides the most benefit for the number of local resources expended.

- e. Coordinate citizens appeal for assistance through the PIO at the EOC. Local media will be used to provide citizens with information about where to make these requests.
- f. Escalate the activation of other available resources by activating mutual aid agreements with other jurisdictions.
- g. Should the emergency be of such magnitude that all local resources are committed or expended, request assistance from the city for county, state, and federal resources.
- h. Activation of County, State, and/or Federal resources will be accomplished in a timely manner through a State of Emergency Declaration and request for assistance from the county.

## Plan Development and Maintenance

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### A. Plan Development

1. The city of Stayton Emergency Management Director is responsible for developing, maintaining, and distributing the city EOP.
2. The EOP has been developed by the Alliance Solutions Group with assistance and input from city departments and partner organizations.

### B. Plan Maintenance

1. Requirements
  - a. The Emergency Management Director will maintain, distribute, and update the EOP. Responsible officials should recommend changes and provide updated information periodically (e.g., changes of personnel and available resources). Revisions will be forwarded to people on the distribution list.
  - b. Directors of supporting agencies have the responsibility of maintaining internal plans, SOPs, and resource data to ensure prompt and effective response to and recovery from emergencies and disasters.
2. Review and Update
 

At a minimum, this EOP will be formally reviewed and re-promulgated every five years in alignment with State requirements. This review will be coordinated by the City Manager and the City Emergency Management Director and will include participation by members from each of the departments assigned as lead agencies in this EOP and its supporting annexes. This review will:

  - a. Verify contact information.
  - b. Review the status of resources noted in the plan.
  - c. Evaluate the procedures outlined in this plan to ensure their continued viability.

**Recommended changes should be forwarded to:**  
 City of Stayton, City Hall  
 362 N. Third Ave  
 Stayton, OR 97383

  - d. In addition, lead agencies will review the annexes and appendices assigned to their respective departments. Any changes in the plan will be noted in the Record of Plan Changes.
3. Changes should be made to plans and appendices when the documents are no longer current. Changes in planning documents may be needed:
  - a. When hazard consequences or risk areas change.
  - b. When the concept of operations for emergencies changes.
  - c. When departments, agencies, or groups that perform emergency functions are reorganized and can no longer perform the emergency tasks laid out in planning documents.
  - d. When warning and communications systems change.
  - e. When additional emergency resources are obtained through acquisition or agreement, the disposition of existing resources changes, or anticipated emergency resources are no longer available.
  - f. When a training exercise or an actual emergency reveals significant deficiencies in existing planning documents.

- g. When State/territorial or Federal planning standards for the documents are revised.
4. Methods of updating planning documents
- a. A revision is a complete rewrite of an existing EOP or appendix that essentially results in a new document. Revision is advisable when numerous pages of the document must be updated, when major portions of the existing document must be deleted or substantial text added, or when the existing document was prepared using a word processing program that is obsolete or no longer available. Revised documents should be given a new date and require new signatures by officials.
  - b. A formal change to a planning document involves updating portions of the document by making specific changes to a limited number of pages. Changes are typically numbered to identify them and are issued to holders of the document with a cover memorandum that has replacement pages attached. The cover memorandum indicates which pages are to be removed and which replacement pages are to be inserted in the document to update it. The person receiving the change is expected to make the required page changes to the document and then annotate the record of changes at the front of the document to indicate that the change has been incorporated into the document. A change to a document does not alter the original document date; new signatures on the document need not be obtained.

## Authorities and References

### A. Legal Authority

In the context of this EOP, a disaster or major emergency is characterized as an incident requiring the coordinated response of all government levels to save lives, protect property, and the environment. This plan is issued in accordance with, and under the provisions of, ORS Chapter 401, which establishes the authority for the highest elected official of the City Council to declare a State of Emergency.

The city conducts all emergency functions in a manner consistent with NIMS. As approved by the City Council, the Emergency Management Director has been identified as the lead agency.

Table 1-8 sets forth the Federal, State, and local legal authorities upon which the organizational and operational concepts of this EOP are based.

<b>Table 1-8      Legal Authorities</b>
<b>Federal</b>
<i>Homeland Security Act of 2002 (Public Law 107-296).</i> (2002). Retrieved from U.S. Department of Homeland Security
<i>Robert T. Stafford Disaster Relief and Emergency Assistance.</i> (2013, April). Retrieved from FEMA
<i>Homeland Security Policy Directive / HSPD-5: Management of Domestic Incidents.</i> (n.d.)
<i>Presidential Policy Directive / PPD-8: National Preparedness.</i> (N.d.). Retrieved from U.S. Department of Homeland Security
<b>State of Oregon</b>
<i>Oregon Revised Statutes (ORS) 2017 Edition. Chapter 401 through 404.</i> (2017). Retrieved from Oregon Legislature
<i>State of Oregon Comprehensive Emergency Management Plan.</i> (2023-2026). Retrieved from Oregon Department of Emergency Management
<b>Marion County</b>
The emergency ordinance of Marion County, Chapter 2.35; authority granted to the Marion County Board of Commissioners (1994)
Marion County Emergency Operations Plan (2020-2025), as amended
<b>City of Stayton</b>
Stayton Municipal Code Title 2.44 Emergency Management Plan

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# Appendix A

## Emergency Declaration Form

### DECLARATION OF EMERGENCY

To: \_\_\_\_\_,  
Marion County Emergency Management

From: \_\_\_\_\_,  
City of Stayton, Oregon

At \_\_\_\_\_ (time) on \_\_\_\_\_ (date),  
a/an \_\_\_\_\_ (description of emergency  
incident or event type) occurred in the City of Stayton threatening life and property.

The current situation and conditions are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The geographic boundaries of the emergency are:

\_\_\_\_\_  
\_\_\_\_\_

WE DO HEREBY DECLARE A STATE OF EMERGENCY NOW EXISTS IN THE CITY OF STAYTON AND THE CITY HAS EXPENDED OR WILL SHORTLY EXPEND ITS NECESSARY AND AVAILABLE RESOURCES. WE RESPECTFULLY REQUEST THE COUNTY PROVIDE ASSISTANCE, CONSIDER THE CITY AN "EMERGENCY AREA" AS PROVIDED FOR IN ORS 401, AND, AS APPROPRIATE, REQUEST SUPPORT FROM STATE AGENCIES AND/OR THE FEDERAL GOVERNMENT.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_ Date & Time: \_\_\_\_\_

*This request may be passed to the County via radio, telephone, or FAX. The original signed document must be sent to the County Emergency Management Office, with a copy placed in the final incident package.*

# Appendix B

## Mutual Aid Agreements

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- Oregon Resource Coordination Assistance Agreement (ORCAA)

# Appendix C

## Glossary of Terms

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**Actual Occurrence:** A disaster (natural or man-made) warranting action to protect life, property, environment, public health or safety. Natural disasters include earthquakes, hurricanes, tornadoes, floods, etc.; man-made (either intentional or accidental) incidents can include chemical spills, terrorist attacks, explosives, biological attacks, etc.

**After-Action Report:** The After-Action Report documents the performance of exercise-related tasks and makes recommendations for improvements. The Improvement Plan outlines the actions the exercising jurisdiction(s) plans to take to address recommendations contained in the After-Action Report.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Representative:** A person assigned by a primary, assisting, or cooperating State, local, or tribal government agency or private entity who has been delegated authority to make decisions affecting the represented agencies or organization's participation in incident management activities following appropriate consultation with the agency leadership.

**All Hazards:** Any incident caused by terrorism, natural disasters, or any CBRNE accident. Such incidents require a multi-jurisdictional and multi-functional response and recovery effort.

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents being handled by separate ICS organizations or (2) to oversee the management of large or multiple incidents to which several incident management teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure incidents are properly managed, and ensure objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

**Assessment:** The evaluation and interpretation of measurements and other information to provide a basis for decision making.

**Assisting Agency:** An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

**Audit:** Formal examination of an organization or individual's accounts; a methodical examination and review.

**Branch:** The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between

the section and units in the Logistics Section. Branches are identified using Roman numerals or by functional area.

**Chain-of-Command:** A series of command, control, executive, or management positions in hierarchical order of authority.

**Check-In:** The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

**Chief:** The ICS title for individuals responsible for managing the following functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command Staff:** In an incident management structure, the Command Staff consists of the Incident Commander; the special staff positions of Public Information Officer, Safety Officer, Liaison Officer; and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

**Common Operating Picture:** A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

**Communications Unit:** An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

**Cooperating Agency:** An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

**Corrective Action:** Improved procedures based on lessons learned from actual incidents or from training and exercises.

**Corrective Action Plan:** A process implemented after incidents or exercises to assess, investigate, and identify and implement appropriate solutions to prevent repeating problems encountered.

**Critical Infrastructure:** Systems and assets, whether physical or virtual, vital to the United States because incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

**Deputy:** A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

**Disciplines:** A group of personnel with similar job roles and responsibilities. (e.g. law enforcement, firefighting, HazMat, EMS).

**Division:** The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

**Emergency Operations Centers:** The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, County, City, tribal), or some combination thereof.

**Emergency Operations Plan:** The “steady state” plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

**Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Evaluation:** The process of observing and recording exercise activities, comparing the performance of the participants against the objectives, and identifying strengths and weaknesses.

**Event:** A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

**Exercise:** Exercises are a planned and coordinated activity allowing homeland security and emergency management personnel (from first responders to senior officials) to demonstrate training, exercise plans, and practice prevention, protection, response, and recovery capabilities in a realistic but risk-free environment. Exercises are a valuable tool for assessing and improving performance, while demonstrating community resolve to prepare for major incidents.

**Federal:** Of or pertaining to the Federal Government of the United States of America.

**Federal Preparedness Funding:** Funding designated for developing and/or enhancing State, Territorial, local, and tribal preparedness capabilities. This includes all funding streams directly or indirectly that support Homeland Security initiatives, e.g. Center for Disease Control and Health Resources and Services Administration preparedness funds.

**General Staff:** A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

**Group:** Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section.

**Hazard:** Something potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Homeland Security Exercise and Evaluation Program (HSEEP):** A capabilities- and performance-based exercise program providing a standardized policy, methodology, and language for designing, developing, conducting, and evaluating all exercises. Homeland Security Exercise and Evaluation Program also facilitates the creation of self-sustaining, capabilities-based exercise programs by providing tools and resources such as guidance, training, technology, and direct support. For

additional information please visit the Homeland Security Exercise and Evaluation Program toolkit at <http://www.hseep.dhs.gov>.

**Improvement Plan:** The After-Action Report documents the performance of exercise-related tasks and makes recommendations for improvements. The Improvement Plan outlines the actions the exercising jurisdiction(s) plans to take to address recommendations contained in the After-Action Report.

**Incident:** An occurrence, naturally or human-caused, requiring an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Action Plan:** An oral or written plan containing general objective reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments providing direction and important information for managing the incident during one or more operational periods.

**Incident Command Post:** The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

**Incident Command System:** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure reflecting the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to both small and large, complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**Incident Commander:** The individual responsible for all incident activities, including the development of strategies and tactics, ordering, and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Management Team:** The IC and appropriate Command and General Staff personnel assigned to an incident who have specific training to respond to and emergency incident.

**Incident Objectives:** Statements of guidance and direction necessary for selecting appropriate strategies and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

**Interagency:** An organization or committee comprised of multiple agencies.

**Interoperability & Compatibility:** A principle of NIMS stipulating systems must be able to work together and should not interfere with one another if the multiple jurisdictions, organizations, and NIMS functions are to be effective in domestic incident management. Interoperability and compatibility are achieved by such tools as common communications and data standards, digital data formats, equipment standards, and design standards. (Department of Homeland Security, National Incident Management System (October 2017))

**Joint Information Center:** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the Joint Information Center.

**Joint Information System:** Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues affecting a response effort; and controlling rumors and inaccurate information to maintain public confidence in the emergency response effort.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction on an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., City, County, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

**Lessons Learned:** Knowledge gained through operational experience (actual events or exercises) leading to the improved performance of others in the same discipline.

**Liaison:** Communication or cooperation which facilitates a close working relationship between people or organizations.

**Liaison Officer:** A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

**Local Government:** A County, municipality, City, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Logistics Section:** The section responsible for providing facilities, services, and material support for the incident.

**Major Disaster:** As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is:

“Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the



President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.”

**Mitigation:** The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

**Mobilization:** The process and procedures used by all organizations—State, local, and tribal—for activating, assembling, and transporting all resources requested to respond to or support an incident.

**Multiagency Coordination Entity:** A multiagency coordination entity functions within a broader multiagency coordination system. It may establish priorities among incidents and associated resource allocations, de-conflict agency policies, and provide strategic guidance and direction to support incident management activities.

**Multiagency Coordination Systems:** Multiagency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of multiagency coordination systems include facilities, equipment, emergency operation centers (EOCs), specific multiagency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

**Multi-jurisdictional Incident:** An incident requiring action from multiple agencies with jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

**Mutual-Aid Agreement:** Written agreement between agencies and/or jurisdictions stipulating they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

**National Incident Management System:** A system mandated by HSPD-5 which provides a consistent nationwide approach for State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.



**Non-Governmental Organization:** An entity with an association based on the interests of its members, individuals, or institutions and is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of Non-Governmental Organizations include faith-based charity organizations and the American Red Cross.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

**Operations Section:** The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

**Personnel Accountability:** The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure ICS principles and processes are functional and personnel are working within established incident management guidelines.

**Plain Language:** Common terms and definitions understood by individuals from all responder disciplines. The intent of plain language is to ensure clear and accurate communication of information during an incident. For additional information, refer to [http://www.fema.gov/pdf/emergency/nims/plain\\_lang.pdf](http://www.fema.gov/pdf/emergency/nims/plain_lang.pdf).

**Planning Meeting:** A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the IAP.

**Planning Section:** Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

**Preparedness:** The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

**Preparedness Organizations:** Groups providing interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations. These organizations meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area occur.

**Prevention:** Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities including countermeasures such as deterrence operations; heightened inspections; improved

surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

**Private Sector:** Organizations and entities not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations.

**Public Information Officer (PIO):** A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

**Qualification and Certification:** This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Recovery Plan:** A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Resource Management:** Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements; the use of special State, local, and tribal teams; and resource mobilization protocols.

**Resource Typing:** Resource typing is the categorization of resources commonly exchanged through mutual aid during disasters. Resource typing definitions help define resource capabilities for ease of ordering and mobilization during a disaster.

**Resources Unit:** Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

**Response:** Activities addressing short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response

activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Safety Officer:** A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

**Scalability:** The ability of incident managers to adapt to incidents by either expanding or reducing the resources necessary to adequately manage the incident, including the ability to incorporate multiple jurisdictions and multiple responder disciplines.

**Section:** The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

**Span of Control:** The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under NIMS, an appropriate span of control is between 1:3 and 1:7.)

**Staging Area:** Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

**Standard Operating Procedures:** A complete reference document detailing the procedures for performing a single function or several independent functions.

**Standardization:** A principle of NIMS providing a set of standardized organizational structures (such as the ICS, multi-agency coordination systems, and public information systems) as well as requirements for processes, procedures, and systems designed to improve interoperability among jurisdictions and disciplines in various area, including: training; resource management; personnel qualification and certification; equipment certification; communications and information management; technology support; and continuous system improvement. (Department of Homeland Security, National Incident Management System (October 2017))

**State:** When capitalized, refers to the governing body of Oregon.

**Strategic:** Elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

**Strategy:** The general direction selected to accomplish incident objectives set by the IC.

**Strike Team:** A set number of resources of the same kind and type and including an established minimum number of personnel.

**Task Force:** Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

**Technical Assistance:** Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform the required activity (such as mobile home park design and hazardous material assessments).

**Terrorism:** Under the Homeland Security Act of 2002, terrorism is defined as activity involving an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Threat:** An indication of possible violence, harm, or danger.

**Training:** Specialized instruction and practice to improve performance and lead to enhanced emergency management capabilities.

**Tribal:** Any Indigenous tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], recognized as eligible for the special programs and services provided by the United States to Indigenous peoples.

**Unified Area Command:** A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional.

**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

**Unit:** The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

**Unity of Command:** The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

**Volunteer:** For purposes of NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

# Appendix D

## Emergency Support Functions (ESF)

A. City officials and emergency responders may need to coordinate with state and federal departments or officials who utilize the Emergency Support Function (ESF) concept. The chart below and definitions will aid in the endeavor.

### Marion County ESFs and Organizations

Effective Date: January 2025

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Transportation	Communication	Public Works	Firefighting	Information & Planning	Mass Care	Resource Support	Health & Medical	Search & Rescue	Hazardous Materials	Agriculture, Animals, Natural Resources	Energy	Public Safety & Security	Business & Industry	Public Information	Volunteers & Donations	Cyber & Infrastructure Security	Military Support
Marion County Board of Commissioners		○			○	○		○						○	●			
Marion County Community Services					○		○				○			●				
Communications/METCOM/WVCC		○		○	○		○						○		○			
Marion County Fire District #1 (MCFD#1)				●	○		○			○					○			
Marion County Emergency Management	○	○	○	○	●	○	○	○	○	○	○	○	○	○	○	○	●	○
Marion County Finance					○		●									○		
Marion County Business Services					○	○	●			○		○				○		
Marion County Fire Defense Board	○			●	○			○	○	●								
Marion County Health & Human Services	○			○	○	●	○	●	○	○	○				○	○		
Behavioral Health					○	○	○	○										
Human Services					○	○	○	○										
Public Health					○	○	○	○		○	○				○	○		
Environmental Health	○				○	●	○	○								○		
Marion County Sheriff's Office	○				○	○	○	○	●				○		○			○
Marion County Information Technology		●			○		○										●	
Marion County Public Works	●	○	●		○	○	○	○		○	●	○						
Fleet Services	○				○		○											
Road Maintenance	●				○		○											
Environmental & Solid Waste					○		○			○								

Figure 1-8 Marion County ESF Chart

### Emergency Support Function Definitions

- A. **Emergency Support Function (ESF) 1 - Transportation** describes how the City and County will coordinate transportation needs during a time of a major emergency or disaster, including assessing damage to and restoring and maintaining transportation networks—specifically, roads and bridges.
- B. **ESF 2 - Communication** coordinates governmental and non-governmental organizations that provide the communications and information technology capabilities necessary to support response efforts, facilitate the delivery of information to emergency management decision makers, and stabilize systems following natural and human-caused incidents.
- C. **ESF 3 – Public Works** coordinates the capabilities and resources to facilitate the delivery of services, technical assistance, engineering expertise, construction management, and other support to prepare for, respond to, and/or recover from a disaster or an incident.
- D. **ESF 4 – Firefighting** supports fire protection organizations to detect and suppress urban, rural, and wildland fires resulting from, or occurring coincidentally with a significant disaster or incident.
- E. **ESF 5 – Information and Planning** supports and facilitates multiagency planning and coordination for operations involving incidents requiring coordination, such as, incident action planning, information collection, analysis, and dissemination.
- F. **ESF 6 – Mass Care** coordinates the delivery of mass care and emergency assistance, including disaster housing, and human services.
- G. **ESF 7 – Resource Support** coordinates logistical and resource planning, management, and sustainment capability to meet the needs of disaster survivors and responders.
- H. **ESF 8 – Public Health and Medical Services** coordinates the mechanisms for assistance in response to an actual or potential public health or medical disaster or incident; includes medical surge support including patient movement, behavioral health services, and mass fatality management.
- I. **ESF 9 – Search and Rescue** coordinates the rapid deployment of search and rescue resources to provide specialized lifesaving assistance; structural collapse (urban search and rescue), maritime, coastal, waterborne, and land.
- J. **ESF 10 – Hazardous Materials** coordinates the support and response to an actual or potential discharge and/or release of oil or hazardous materials. Functions could include environmental assessment of nature and extent of oil and hazardous materials contamination, environmental decontamination and cleanup.
- K. **ESF 11 – Agriculture, Animals, and Natural Resources** coordinates a variety of functions designated to protect the food supply, respond to plant and animal pest and disease outbreaks, and protect natural and cultural resources.
- L. **ESF 12 – Energy** facilitates the reestablishment of damaged energy systems and components and provides technical expertise during an incident involving radiological/nuclear materials.
- M. **ESF 13 – Public Safety & Security** how the City and County will coordinate plans, procedures, and resources to support law enforcement activities during a major disaster or incident.

- N. **ESF 14 – Business and Industry** how the County will partner with business and industry to coordinate actions that will provide immediate and short-term assistance for the needs of the business, industry, and economic stabilization.
- O. **ESF 15 – Public Information** ensures sustained operations exist in the support of government during an incident to provide accurate, coordinated, and timely information to affected populations, governments, and the media.
- P. **ESF 16 – Volunteers and Donations** coordination of spontaneous volunteers and unsolicited donations or cash, goods, and services to support local emergency operations.
- Q. **ESF 17 – Cyber and Critical Infrastructure Security** describes how Information Technology will coordinate plans, procedures and resources to support the response to protect cyber and critical infrastructure and key resources threatened by human or natural caused emergencies.
- R. **ESF 18 – Military Support** describes how the State of Oregon will coordinate military support to civil authorities in times of a disaster.



# Appendix E

## Acronyms

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CBRNE	Chemical, Biological, Radiological, Nuclear, Explosives
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
ClimRR	Climate Risk & Resilience
COG	Continuity of Government
COOP	Continuity of Operations Plan
CR2K	Community Right-to-Know
EAS	Emergency Alert System
EF	Enhanced Fujita
EMBD	Emergency Management Board Designee
EMD	Emergency Management Director
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
ESF	Emergency Support Functions
FEMA	Federal Emergency Management Agency
HSPD	Homeland Security Presidential Directive
IAP	Incident Action Plan
IC	Incident Commander
ICS	Incident Command System
IPAWS	Integrated Public Alert & Warning System
MACS	Multi-Agency Coordination System
NGO	Non-Governmental Organizations
NIMS	National Incident Management System
NRF	National Response Framework
NRI	National Risk Index
ODEM	Oregon Department of Emergency Management
OERS	Oregon Emergency Response System
ORCAA	Oregon Resources Coordination Assistance Agreement
ORS	Oregon Revised Statute
PIO	Public Information Officer
RCP	Representative Concentration Pathway
SOP	Standard Operating Procedures
UC	Unified Command
USGS	United States Geological Service

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**CITY OF STAYTON**  
**M E M O R A N D U M**

**TO:** Mayor Quigley and the Stayton City Council

**FROM:** Barry Buchanan, P.E., Interim Public Works Director

**DATE:** July 21, 2025

**SUBJECT:** W. Ida Street Sanitary Sewer Replacement, Phase 2, Change Order for Final Project Reconciliation

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**ISSUE**

Shall the Council approve the project change order for final project reconciliation for the W. Ida Street Sanitary Sewer Replacement project?

**ENCLOSURE(S)**

**Attachment 1:** Memo from Barry Buchanan and Michael Schmidt dated 7-21-25.

Resolution 25-024.

**STAFF RECOMMENDATION**

Staff recommends approval of Resolution 25-024.

**BACKGROUND INFORMATION**

The W. Ida Street Sanitary Sewer Replacement, Phase 2 project was awarded to The Saunders Company on May 7, 2024, for \$2,758,888. The project focused on replacing sanitary sewer infrastructure in W. Ida Street but also included coordinated stormwater and potable water system improvements to facilitate the project.

Construction commenced in June 2024 and project completion was accepted by the City in May 2025. As construction progressed, difficult subsurface conditions, including high groundwater and unstable soils, significantly impacted installation methods and progress. As a result, the contractors submitted a change order request that exceeded the original contract authorization and Council action is required to allow this additional cost to be paid.

### **FISCAL IMPACT**

The additional project cost negotiated and agreed upon by the contractor and City staff totals \$374,371. There are sufficient funds in the Wastewater Enterprise Fund to fund this claim.

### **OPTIONS**

There are no other realistic options.

Options includes:

In response to the contractor's claim, there are three alternate options for consideration:

- *Refuse the claim entirely.* This approach would almost certainly lead to court action initiated by the contractor, which is likely to result in a higher settlement amount than what is currently proposed.
- *Pay the full claim.* This would require an additional payment of approximately \$250,000, which would fully deplete the Wastewater Fund budget for fiscal year 2025 and in the opinion of the Consultant and city staff are in excess of what is reasonable for payment.
- *Continue negotiations with the contractor in an effort to reach a more favorable position for the City.* However, based on the opinion of the consultant, consulting engineer, and City staff, further negotiations are considered unreasonable and would likely lead to additional disputes rather than a resolution.

### **MOTION(S)**

I move to approve Resolution 25-024, amending the W Ida Street Sanitary Sewer Improvements, Phase 2 contract to provide for additional compensation due to project cost overages caused by field conditions.



## CITY OF STAYTON M E M O R A N D U M

**TO: City of Stayton Council**

**FROM: Barry Buchanan, P.E., Interim Public Works Director**  
**Michael Schmidt, Associate Engineer**

**DATE: July 21, 2025**

**SUBJECT: W. Ida Street Sanitary Sewer Replacement, Phase 2**  
**Approval of Change Order for Final Project Reconciliation**

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### I. PURPOSE OF REPORT

This report is provided to Council to support the request for approval of a change order, as project expenditures have exceeded the original contract authorization by more than 5%. This additional approval is necessary because the initial authorization did not include a contingency allowance.

The cost increase is primarily due to unforeseen field conditions, coordination between utilities, and minor adjustments to project phases to maintain overall cost efficiency.

It is common practice for Councils to include a contingency percentage in project authorizations to address such unforeseen circumstances, and we may wish to consider this approach in the future to help avoid the need for additional approvals after the fact.

### II. RECOMMENDED ACTION

Staff recommends the City Council approve the final change order in the amount of \$374,731 and updated cost allocations for the W. Ida Street Sanitary Sewer Replacement, Phase 2 project, bringing the construction total cost to **\$3,071,600**.

### III. BACKGROUND

The W. Ida Street Sanitary Sewer Replacement, Phase 2 project was awarded to **The Saunders Company** on **May 7, 2024**, for **\$2,758,888**. The project focused on replacing sanitary sewer infrastructure in W. Ida Street but also included coordinated **stormwater** and **potable water system improvements** to facilitate the project.

Construction commenced in **June 2024** and project completion was **accepted by the City in May 2025**. As construction progressed, **difficult subsurface conditions**, including **high groundwater and unstable soils**,

significantly impacted installation methods and progress. These conditions led to design and construction changes that enabled the work to be completed successfully.

#### IV. FINAL COST SUMMARY

The final project cost across all utilities and engineering services is as follows:

##### Construction Cost Breakdown (including change orders):

Utility	Original Bid	Construction Cost	Over %
Wastewater	\$2,513,500	\$2,805,600	12%
Water	\$162,900	\$172,100	6%
Stormwater	\$82,500	\$93,900	14%
<b>Totals</b>	<b>\$2,758,900</b>	<b>\$3,071,600</b>	<b>11%</b>

#### V. FISCAL IMPACT AND FUNDING

- The **FY 2024–25 budget** includes **\$3,350,000** for sanitary sewer improvements, covering this project as well as others such as the Post-SBR Equalization project and priority projects identified in the Sewer Master Plan.
- **Stormwater and water costs** are funded through **separate capital improvement accounts** and are not part of the Wastewater capital improvement budget.
- Several projects in each fund have been delayed or postponed and are now funded in FYs 2025–27, leaving available funds for this reconciliation, and a positive balance in each fund as illustrated in the following table.

Utility	24-25 yr Capital Budget	W-Ida St Phase 2 Saunders Cost	Other Projects' Costs	24-25 yr Budget Balance to date
Wastewater	\$3,350,000	\$2,805,600	\$318,405	<b>\$225,995</b>
Water	\$1,700,000	\$172,100	\$428,318	<b>\$1,099,582</b>
Stormwater	\$500,000	\$93,900	\$135,710	<b>\$270,390</b>

#### VI. PROJECT VALUE DECISIONS

The original contract identified several anticipated challenges, including groundwater, variable soil conditions, existing utilities, and potential buried obstacles such as tree/root ball debris. While such conditions are typical, the extent and severity encountered during this project was greater than anticipated. As construction progressed into the wet season, groundwater levels encroached into the trench, resulting in significant sloughing and instability. This required additional over-excavation and extensive trench restoration to ensure long-term structural integrity and safety.

Traffic control measures also needed to be expanded to accommodate larger excavation areas and protect both the public and crews. Additionally, lateral connection work proved more complex due to unforeseen utility conflicts, requiring careful adjustments in the field.

Despite these challenging conditions and the resulting cost overrun, the project successfully achieved its goals. The coordination across utility systems ensured efficient use of city capital resources and helped minimize future road disturbance. Furthermore, data and lessons learned during this phase will directly benefit future project phases by informing design refinements and construction approaches.

Ultimately, these improvements provide lasting value to the community by creating a more resilient and reliable wastewater system, enabling future potential growth, and enhancing a vibrant safety and serviceable community.

It is also important to note that the project team has thoroughly reviewed all cost overage claims submitted by the contractor. We have carefully evaluated each claim and only agreed in concept to those determined to be reasonable and well-supported. Through detailed negotiations, we were able to reduce the initial change-order requests by approximately 40%, resulting in a claimed cost reduction of around \$250,000. In fact, the final agreed change-order amount was stated by the contractor to be below the contractor's breakeven point, underscoring the City's commitment to fiscal responsibility and ensuring fair, justified expenditures. This rigorous review and negotiation process helped protect public resources while still allowing the project to be completed to a high standard and deliver long-term value to the community.

## **VIII. CONCLUSION**

Staff recommends approving the change order in the amount of \$374,731. This action will allow the City to finalize the project close-out with The Saunders Company, maintain accurate utility fund tracking, recognize strategic adjustments that preserve long-term value, allow the project to move to warranty period, and eliminate the potential for any future legal or mitigation claims against the City from the contractor.

## **IX. FUTURE ACTION**

Historically Stayton's Council have been presented with budget and contract costs that do not include a contingency. It is generally accepted that budgets and contract authorization are given with a contingency value, usually 5% to 10%, then if the contract closeout cost exceeds the authorized value by more than 5% additional authorization is required. The City of Stayton currently has no clear direction associated with this issue. Given this, staff will review and draft a policy for future consideration.



**RESOLUTION NO. 25-024**  
**AMENDING THE W IDA STREET SANITARY SEWER IMPROVEMENTS, PHASE 2**  
**CONTRACT TO PROVIDE FOR ADDITIONAL COMPENSATION DUE TO PROJECT COST**  
**OVERAGES CAUSED BY FIELD CONDITIONS.**

**WHEREAS,** City Council authorized a contract in the amount of \$2,758,888 to The Saunders Company for the construction of the Ida Street Sanitary Sewer Improvements, Phase 2 on May 7, 2024 via Resolution 25-024;

**WHEREAS,** The Saunders Company has completed the Ida Street Sanitary Sewer Improvements, Phase 2;

**WHEREAS,** The Saunders Company experienced unforeseen field conditions during the execution of the contracted work;

**WHEREAS,** The Saunders Company has requested compensation for the increased cost to complete the work due to the unforeseen field conditions; and

**WHEREAS,** city staff negotiated with The Saunders Company for acceptable and fair compensation in the amount of \$374,731.00 for the additional costs incurred.

**NOW THEREFORE, THE CITY OF STAYTON RESOLVES:**

**SECTION 1.** The Stayton City Council approves and amendment to the contract in the amount of \$374,731 for additional compensation to The Saunders Company for the extra work performed to complete the W Ida Street Sanitary Sewer Improvements, Phase 2 project.

This Resolution shall become effective upon its adoption by the Stayton City Council.

**ADOPTED BY THE STAYTON CITY COUNCIL THIS 21<sup>st</sup> DAY OF JULY 2025.**

CITY OF STAYTON

Signed: \_\_\_\_\_, 2025

BY: \_\_\_\_\_  
Brian Quigley, Mayor

Signed: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_  
Julia Hajduk, City Manager