



**AGENDA**  
**STAYTON CITY COUNCIL**  
**Monday, July 17, 2023**  
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:

- 7:00 p.m. – City Council Regular Session – <https://youtu.be/WpRmQT6c8dA>

**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 comment.
- **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.

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- 1. CALL TO ORDER** **7:00 PM**
  - 2. FLAG SALUTE**
  - 3. ANNOUNCEMENTS**
    - a. Additions to the agenda
    - b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.

**4. APPOINTMENTS****5. PUBLIC COMMENT****6. CONSENT AGENDA**

- a. June 19, 2023 City Council Work Session Minutes
- b. June 19, 2023 City Council Regular Session Minutes

**7. PRESENTATIONS****8. GENERAL BUSINESS****Ordinance No. 1063 Amendments to Municipal Code related to Camping and Compliance with ORS 195.530 - Second Reading****ACTION**

- a. Staff Report – Julia Hajduk
- b. Public Comment
- c. Council Discussion
- d. Council Decision

**Resolution No. 1068 Authorizing Signing a Lease for Property at 2800 Kindle Way SE for Use as a Teen Center****ACTION**

- a. Staff Report – Julia Hajduk
- b. Public Comment
- c. Council Discussion
- d. Council Decision

**Update on Ida Street Sewer Capacity Issues****INFORMATIONAL**

- a. Presentation – Lance Ludwick
- b. Public Comment
- c. Council Discussion

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

*The meeting location is accessible to persons 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

<b>JULY 2023</b>				
Monday	July 17	City Council	7:00 p.m.	<a href="https://youtu.be/WpRmQT6c8dA">https://youtu.be/WpRmQT6c8dA</a>
Wednesday	July 19	Library Board – Cancelled	6:00 p.m.	Stayton Public Library
Monday	July 31	Planning Commission	7:00 p.m.	Stayton Community Center
<b>AUGUST 2023</b>				
Tuesday	August 1	Parks and Recreation Board	6:00 p.m.	Stayton Community Center
Monday	August 7	City Council	7:00 p.m.	<a href="https://youtu.be/0q6BeCBrToo">https://youtu.be/0q6BeCBrToo</a>
Monday	August 14	Homeless Task Force	6:00 p.m.	Stayton Community Center
Monday	August 21	City Council	7:00 p.m.	<a href="https://youtu.be/-kcQELCRBsI">https://youtu.be/-kcQELCRBsI</a>
Wednesday	August 16	Library Board – Cancelled	6:00 p.m.	Stayton Public Library
Monday	August 28	Planning Commission	7:00 p.m.	Stayton Community Center
<b>SEPTEMBER 2023</b>				
Monday	September 4	<b>CITY OFFICES CLOSED IN OBSERVANCE OF LABOR DAY</b>		
Tuesday	September 5	City Council	7:00 p.m.	<a href="https://youtu.be/Sh90-oaxSvE">https://youtu.be/Sh90-oaxSvE</a>
Wednesday	September 6	Parks and Recreation Board	6:00 p.m.	Stayton Community Center
Monday	September 11	Homeless Task Force	6:00 p.m.	Stayton Community Center
Monday	September 18	City Council	7:00 p.m.	<a href="https://youtu.be/xqqosse-n8U">https://youtu.be/xqqosse-n8U</a>
Wednesday	September 20	Library Board	6:00 p.m.	Stayton Public Library
Monday	September 25	Planning Commission	7:00 p.m.	Stayton Community Center
<b>OCTOBER 2023</b>				
Monday	October 2	City Council	7:00 p.m.	<a href="https://youtu.be/BiWS-hc-Gp4">https://youtu.be/BiWS-hc-Gp4</a>
Tuesday	October 3	Parks and Recreation Board	6:00 p.m.	Stayton Community Center
Monday	October 9	Homeless Task Force	6:00 p.m.	Stayton Community Center
Monday	October 16	City Council	7:00 p.m.	<a href="https://youtu.be/5HXH_1nWY60">https://youtu.be/5HXH_1nWY60</a>
Wednesday	October 18	Library Board	6:00 p.m.	Stayton Public Library
Monday	October 30	Planning Commission	7:00 p.m.	Stayton Community Center

**City of Stayton  
City Council Work Session Minutes  
June 19, 2023**

**LOCATION:** STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON  
**Time Start:** 6:00 P.M. **Time End:** 6:50 P.M.

**COUNCIL MEETING ATTENDANCE LOG**

COUNCIL	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor David Giglio	Alissa Angelo, Assistant City Manager
Councilor Ben McDonald (excused)	Janna Moser, Library Director
Councilor Jordan Ohrt (via Zoom @ 6:03 p.m.)	James Brand, Finance Director
Councilor David Patty	Dan Fleishman, Director of Planning & Development
Councilor Stephen Sims	Lance Ludwick, Public Works Director
	Gwen Johns, Police Chief (excused)
	Tammy Bennett, Office Specialist

AGENDA	ACTIONS
<b>Utility Rate Discussion</b>	<p>Mr. Ludwick introduced representatives from FCS Group who are completing the Utility Rate Analysis for the City. They provided a presentation on their findings.</p> <p>Council discussion and questions. City staff and FCS Group responded.</p>

APPROVED BY THE STAYTON CITY COUNCIL THIS 17<sup>th</sup> DAY OF JULY 2023, BY A \_\_\_\_ VOTE OF THE STAYTON CITY COUNCIL.

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

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

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

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

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

Transcribed by: \_\_\_\_\_  
Tammy Bennett, Office Specialist

**City of Stayton  
City Council Minutes  
June 19, 2023**

**LOCATION:** STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON  
**Time Start:** 7:02 P.M. **Time End:** 10:08 P.M.

**COUNCIL MEETING ATTENDANCE LOG**

COUNCIL	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor David Giglio	Alissa Angelo, Assistant City Manager
Councilor Ben McDonald (excused)	Lance Ludwick, Public Works Director
Councilor Jordan Ohrt (via Zoom)	Dan Fleishman, Director of Planning & Development
Councilor David Patty	Gwen Johns, Police Chief (excused)
Councilor Stephen Sims	Janna Moser, Library Director
	James Brand, Finance Director
	Tammy Bennett, Office Specialist

AGENDA	ACTIONS
<b>REGULAR MEETING</b>	
<b>Announcements</b>	
a. Additions to the agenda	Ms. Hajduk acknowledged Juneteenth. Moved General Business item # 9 before the Public Hearing.
b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	Councilors Sims, Patty, Giglio, and Ohrt declared ex parte contact regarding Ordinance No. 1063.
<b>Appointments</b>	None.
<b>Public Comment</b>	Written comment received was distributed to Council prior to the meeting and posted to the City Council's page on the City website.
a. Denise Busch	Ms. Busch invited the Council to form a team for the Santiam Teen Center Annual Golf Outing August 26 <sup>th</sup> .
<b>Consent Agenda</b>	
a. June 5, 2023 City Council Regular Session Minutes	Motion from Councilor Patty, seconded by Councilor Sims, to approve the consent agenda as presented. <b>Motion passed 4:0.</b>
b. Resolution No. 1063 Appointing Councilor Sims to Adaptive Management Group	
<b>Presentations</b>	None.
<b>General Business</b>	
<b>Ordinance No. 1063 Code Amendments to Respond to Homelessness</b>	
a. Staff Report	Ms. Hajduk reviewed the staff report and gave a presentation.

<p>b. Public Comment</p> <ul style="list-style-type: none"> <li>• Michael Jaeger, 1550 Eagle St.</li> <li>• Toni Roush, 366 E Water</li> <li>• Mike Fruzzetti, 366 E Water</li> <li>• Jesse Eaton, 2267 Woodcock Ave.</li> <li>• Daniel Keudell, 2115 Nighthawk Ave.</li> <li>• Deb Glander, 413 N 5th Ave.</li> <li>• Don Sturgeon, 5457 Dumore Dr. SE., Aumsville</li> <li>• Adam Kiser, 2083 Quail Run Ave.</li> <li>• Patti Armstrong, 2155 Nighthawk Ave.</li> <li>• Matthew Cotner, 1671 Hummingbird Ln.</li> <li>• Trevor Fosmark, 42058 Kingston Lyons Dr.</li> <li>• Justin Aguinaga, 18433 Old Mehama Rd.</li> <li>• Joan Willis, 622 N 3rd Ave.</li> <li>• Tom Peterson, 2190 Cardinal Ave.</li> <li>• Colm Willis, 622 N 3rd Ave.</li> </ul> <p>c. Council Discussion</p> <p>d. Council Decision</p>	<p>Public comment received was in opposition to the proposed code amendments.</p> <p>Council discussion included excluding some locations; fire concerns; parks for taxpayers; “wait to see” option like other communities have done.</p> <p>Motion from Councilor Patty, seconded by Councilor Sims, to approve Ordinance No. 1063 with the following modifications:</p> <ul style="list-style-type: none"> <li>• Amend Exhibit 1, section 8.12.010.4 definitions of developed parks to read as: Pioneer Park; Santiam Park; North Slope Park; Quail Run Park; Henry A. Porter Dog Park; Westown Park; Community Garden; Community Center Park; Riverfront Park; Mill Creek Park.</li> </ul> <p><i>Discussion:</i> City Attorney, Carrie Connelly, responded to Council discussion and questions.</p> <p><i>Motion was amended to include Wildlife Meadows Park.</i></p> <p><i>Discussion:</i> Ms. Connelly and Sergeant Meeks responded to questions regarding enforcement of law. Further Council discussion.</p> <p><b>Motion passed 3:2 (Giglio, Ohrt).</b></p> <p><b>Ordinance No. 1063 will be presented at the July 17, 2023 City Council meeting for a second consideration.</b></p>
<p><b>Public Hearing</b>  <b>Resolution No. 1064 Electing to Receive State Revenue Sharing Funds</b></p> <p>a. Staff Report – James Brand</p>	<p>Mr. Brand reviewed the staff report and his recommendation.</p>

<ul style="list-style-type: none"> <li>b. Open Public Hearing</li> <li>c. Public Hearing</li> <li>d. Close Public Hearing</li> <li>e. Council Deliberation</li> <li>f. Council Decision on Resolution No. 1064</li> </ul> <p><b>Resolution No. 1065</b>  <b>Adopting the 2023-24 City Budget, Making Appropriations, and Imposing and Categorizing Property Taxes for the Fiscal Year</b></p> <ul style="list-style-type: none"> <li>a. Staff Report – James Brand</li> <li>b. Open Public Hearing</li> <li>c. Public Hearing</li> <li>d. Close Public Hearing</li> <li>e. Council Deliberation</li> <li>f. Council Decision on Resolution No. 1065</li> </ul>	<p>Mayor Quigley read the opening statement and opened the hearing at 9:07 p.m.</p> <p>None.  Mayor Quigley closed the hearing at 9:08 p.m.  None.</p> <p>Motion from Councilor Patty, seconded by Councilor Ohrt, to approve Resolution No. 1064, Declaring the City’s Election to Receive State Revenues. <b>Motion passed 4:0.</b></p> <p>Mr. Brand reviewed the staff report and his recommendation.</p> <p>Mayor Quigley read the opening statement and opened the hearing at 9:10 p.m.</p> <p>None.</p> <p>Mayor Quigley closed the hearing at 9:10 p.m.</p> <p>Council discussion in favor and opposition of proposed budget.</p> <p>Motion from Councilor Patty, seconded by Councilor Sims, to approve Resolution No. 1065, adopting the 2023-24 fiscal year budget, making appropriations for the 2023-24 fiscal year, and levying and categorizing taxes for the fiscal year as presented. <b>Motion passed 3:1 (Giglio).</b></p>
<p><b>General Business</b>  <b>Resolution No. 1066 Fiscal Year 2023-24 Fee Schedule</b></p> <ul style="list-style-type: none"> <li>a. Staff Report – Julia Hajduk</li> <li>b. Public Comment</li> <li>c. Council Discussion</li> <li>d. Council Decision</li> </ul> <p><b>Resolution No. 1067</b>  <b>Budget Appropriation Transfers for the 2022-23 Fiscal Year</b></p> <ul style="list-style-type: none"> <li>a. Staff Report – James Brand</li> </ul>	<p>Ms. Hajduk reviewed the staff report.  None.  Council discussion included street fee options.  Motion from Councilor Giglio, seconded by Councilor Ohrt, to adopt Resolution No. 1066, adopting fees and charges for various City services as amended to lower the street maintenance fee from 400 % to 100 % for residential, commercial, and industrial. <b>Motion passed 3:1 (Patty).</b></p> <p>Mr. Brand reviewed the staff report and his recommendation.</p>

<ul style="list-style-type: none"> <li>b. Public Comment</li> <li>c. Council Discussion</li> <li>d. Council Decision</li> </ul>	<p>None.</p> <p>None.</p> <p>Motion from Councilor Ohrt, seconded by Councilor Patty, to approve Resolution No. 1067, transferring Budget Appropriations for fiscal year 2022-23. <b>Motion passed 4:0.</b></p>
<p><b>Communications from City Staff</b></p>	<p>Ms. Hajduk announced that Dan Fleishman, Director of Planning &amp; Development will be retiring July 14, 2023.</p> <p>Mingle with the Mayor and Council on Thursday, June 22 at Snow Peak Brewing Co. from 6:00 p.m. to 9:00 p.m.</p>
<p><b>Communications from Mayor and Council</b></p>	<p>Council acknowledged the difficult task before the themselves and the Homeless Task Force. Additional discussion regarding a potential Roads Task Force. City Council encouraged community engagement at City Council meetings and Homeless Task Force meetings. The next Homeless Task Force meeting is July 10, 2023.</p>

APPROVED BY THE STAYTON CITY COUNCIL THIS 17<sup>th</sup> DAY OF JULY 2023, BY A \_\_\_\_ VOTE OF THE STAYTON CITY COUNCIL.

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

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

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

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

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

Transcribed by: \_\_\_\_\_  
 Tammy Bennett, Office Specialist



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

**TO:** Mayor Brian Quigley and the Stayton City Council  
**FROM:** Julia Hajduk, City Manager  
**DATE:** July 17, 2023  
**SUBJECT:** Amendments to Municipal Code related to camping and compliance with ORS 195.530

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**BACKGROUND INFORMATION**

This is the second reading of Ordinance 1063. At the June 19, 2023 Council meeting, the Council amended the proposed code changes to include the entirety of Mill Creek Park and River Front Park in the definition of developed parks, rather than leaving a portion of them undesignated. The Council also directed to add Wildlife Meadows Park to the definition of 'Developed Park. With this amendment the Council approved Ordinance 1063, however because the vote was not unanimous, a second reading and hearing is required. Attached is the Ordinance along with an updated Exhibit 1 that incorporates the amendment made at the June 19<sup>th</sup> meeting.

**FISCAL IMPACT**

There is no fiscal impact directly related to the proposed code amendments.

**SUMMARY**

The attached Ordinance (Attachment 1 to this staff report in track changes and Exhibit 1 to the Ordinance in final form) would amend the Municipal Code to define developed parks and public facilities and provide a process for regulating the use of and camping on or in developed parks and public facilities.

**OPTIONS AND MOTIONS**

**1. Approve the first consideration of Ordinance 1063**

Move to approve Ordinance 1063 as presented.

**2. Approve Ordinance 1063 with modifications**

Move to approve Ordinance 1063 with the following changes ...

**3. Not approve Ordinance 1063**

No action is required if Council chooses to not approve the Ordinance and recommended changes.

Proposed changes. Proposed deletions are shown with ~~red strikethrough~~ and proposed additions are shown with blue underline.

## ~~CHAPTER 2.64~~

### ~~DISPOSITION OF UNCLAIMED PERSONAL PROPERTY~~

#### SECTIONS

~~2.64—Disposition of unclaimed personal property~~

~~2.64.1600—Personal property taken into the custody of any department by reason of seizure, abandonment, or for any other reason shall be disposed of per ORS 98.245. (Ordinance No. 976)~~

## CHAPTER 8.12

### USE OF PUBLIC PARKS, PUBLIC PROPERTY AND WATERWAYS

#### SECTIONS

8.12.010	Definitions
8.12.020	Camping Permit
8.12.030	Park Hours
8.12.040	Prohibited Behavior in Public Parks and Facilities
8.12.050	Prohibiting Consumption of Alcoholic Beverages on Public Property
8.12.060	Exclusion of Persons from Parks and Public Facilities
8.12.070	Emergency Closure of Parks and Public Facilities
8.12.080	Violation: Penalty

#### 8.12.010 DEFINITIONS

As used in this Chapter, the following mean:

1. **CAMP:** To set up or to remain in or at a campsite.
2. **CAMPSITE:** Any place where any bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained for the purpose of maintaining a temporary place to stay, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
3. **CITY:** City of Stayton, Oregon
4. **DEVELOPED PARK:** The following areas are considered developed parks for the purposes of this chapter: Pioneer Park; Santiam Park; North Slope Park; Quail Run Park; Henry A. Porter Dog Park; Westtown Park; Community Garden; Community Center Park; Riverfront Park; Wildlife Meadows Park and Mill Creek Park.

4.5. **PARK:** Real property owned, managed, or leased by the City of Stayton for recreational purposes, other than dedicated rights-of-way. (Ord. 936, July 05, 2011)

~~**PUBLIC PROPERTY:** A sidewalk, street, alley, public right of way, park, building, structure, any other publicly owned land, waterway, or facility. (Ord. 933, March 07, 2011)~~

5-6. **PUBLIC FACILITY:** Any publicly owned structure or infrastructure used for the operation and maintenance of City functions. Facilities include, but are not limited to, Water and Wastewater treatment plants, City buildings, waterways, and public right of way.

6-7. **RECREATION VEHICLE:** A vacation trailer or other vehicular or portable unit which is either self-propelled, carried, or towed by a motor vehicle and which is intended for human occupancy and is designed for vacation or recreational purposes but not a permanent residence. Recreational vehicles also include travel trailers, motorhomes, campers, boats, boat trailers, snowmobiles, all-terrain vehicles (ATVs), and trailers designed primarily to carry ATVs or snowmobiles. Recreational vehicles do not include utility trailers or canopies. (Ord. 933, March 07, 2011; Ord. 711, November, 1992)

8. **POWER CANAL a waterway (Reid Power Canal).** See Stayton Ditch. (Ord. 933, March 07, 2011)

7-9. **STAYTON DITCH a waterway, also known as POWER CANAL or REID POWER CANAL.** The Stayton Ditch is the waterway which flows west from the N. Santiam River dividing the Wilderness Area Park from the Riverfront Park in Stayton. The Stayton Ditch flows from the North Santiam River west to First Ave in Stayton, crossing First Ave flowing back into the N. Santiam River, as illustrated below in Exhibit A. (Ord. 933, March 07, 2011)

8-10. **SMOKING:** Any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant or other tobacco or tobacco-like product or substance in any manner or any form. (Ord. 936, July 05, 2011)

9-11. **TOBACCO PRODUCT:** Any tobacco, cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, or any other means of ingestion. (Ord. 936, July 05, 2011)

10-12. **TOBACCO USE:** Smoking, chewing or other ingestion of any tobacco product. (Ord. 936, July 05, 2011)

8.12.020 CAMPING PERMIT

1. ~~No person shall camping is permitted in or upon any public facility.~~

1-2. No person shall camp in or upon any ~~developed park public property~~ or under any bridge unless a permit is obtained from the Chief of Police or designated representative or by declaration of the Mayor in emergency circumstances. An application shall be filed with the City for each RV, tent, or campsite. (Ord. 933, March 07, 2011)

2-3. The Chief of Police or designated representative may issue a permit to any person to park a recreational vehicle (RV) or to camp upon any ~~developed park public~~ property. A permit issued under this section shall be issued when the Chief of Police or designated representative finds that the following criteria will be met. (Ord. 933, March 07, 2011)

- a. The applicant has made arrangements for appropriate sanitary facilities and drinking water; (Ord. 933, March 07, 2011)
- b. The proposed activity for which the permit is issued is not likely to disturb the peace and quiet of any person (Ord. 933, March 07, 2011)
- c. The proposed activity is unlikely to result in litter, trash, garbage, sewage, or other unsanitary material being placed or left on public property; and, (Ord. 933, March 07, 2011)
- d. A permit shall not be issued for camping in a ~~developed~~public park unless it is in conjunction with another City approved event, such as a festival in the park and does not interfere with the needs of the City such as normal city services. (Ord. 933, March 07, 2011)

~~3.4.~~ The permit may be granted for up to ten days. A permit shall not be issued to the same applicant more than once in any thirty-day period. (Ord. 933, March 07, 2011)

#### 8.12.030 PARK HOURS

~~Developed~~Public parks of the City shall be closed to access and use by the public between the hours of 10:00 p.m. and 6:00 a.m. unless a permit has been issued by the Chief of Police or designee or a facility use permit has been issued by the City. (Ord. 933, March 07, 2011)

#### 8.12.040 PROHIBITED BEHAVIOR IN PUBLIC PARKS, PUBLIC PROPERTY, AND FACILITIES

1. No person shall make, assist in making, continue, or cause to be made any boisterous, disturbing, threatening, abusive, indecent, or obscene language or gestures; or unnecessary noise; or by any other act to breach the public peace; or annoy, disturb, injure, or endanger the comfort, repose, health, safety, welfare, or peace of others while in any park or public facility in accordance with the State Disorderly Conduct laws. (Ord. 933, March 07, 2011)
2. No person shall blow, spread, or place any nasal or other bodily discharge, or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or any portion of a public restroom located in any park, or in any place in a public restroom or public facility, excepting directly into the particular fixture provided for that purpose.
3. No person shall damage or do anything that will or could cause damage to the public parks, public property, waterways, and facilities. (Ord. 933, March 07, 2011)
4. No person shall use the City's recreational equipment and facilities for activities other than their intended or approved purpose or in a way that could cause damage to them. (Ord. 977, December 2014)
5. Smoking of tobacco, marijuana, or any other substances including E-Cigarettes and use of smokeless tobacco is prohibited at any City-owned property, park and facilities. Smoking or vaping is prohibited outside the front street façade of any building in the area designated as Downtown in the Comprehensive Plan Map and properties on both sides of

N. First Avenue between Water Street and Washington Street. Smoking is defined as inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, E-cigarette, vape pen, or other tobacco product in any manner or in any form. (Ord. 936, July 05, 2011) (Ord. 977, December 2014) (Ord. 1019, June 2018)

6. Fires are not permitted except in designated fire rings or barbeque stands.
7. No person shall enter into, put anything into, or cause anything to end up into the waterway known as the Stayton Ditch.
8. No person shall swim, float, kayak, raft, boat, fish, wade, play in or participate in any similar recreation activity in the Stayton Ditch. (Ord. 933, March 07, 2011)
9. The Stayton Ditch may be accessed for official use such as by the City of Stayton, Santiam Water Control District, Stayton Fire District, or other governmental or public safety organizations. (Ord. 933, March 07, 2011)

#### 8.12.050 PROHIBITING CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY

No person shall drink or consume alcoholic beverages in or upon any public street or sidewalk, alley, public grounds, parks, City-owned facilities and properties, except when a permit for that purpose has been issued pursuant to this SMC or a business establishment has received OLCC approval for an outdoor eating area.

- a. Upon application to the City, the City Administrator, or designee may grant a revocable facility use permit to responsible persons or organizations for an event or activity at which alcoholic beverages may be served and consumed in City-owned facilities or on City property.
- b. The City Council shall adopt rules governing facility use permits by Resolution.
- c. The Stayton Police may issue an ordinance violation citation for violating the Facility Use Rules which also may include revoking the "Facility Use" permit (Ord. 977, December 2014)

#### 8.12.060 EXCLUSION OF PERSONS FROM PARKS AND PUBLIC FACILITIES

1. If there is probable cause to believe that a person has violated the Stayton Municipal Code, Titles 6 or 8, 9, or Chapters 10.04, or 10.12, or any related state law, while in a public park or public facility, that person may be excluded from the park or public facility where the incident occurred for a period of not more than thirty (30) days in accordance with the following procedure: (Ord. 977, December 2014)
  - a. Written notice shall be given to the person to be excluded from a park or public facility. The exclusion period shall take immediate effect.
  - b. The notice shall prominently specify the beginning and ending dates of the exclusion period.
  - c. The notice shall specify the location(s) they are excluded from which is based on the original offense location. The exclusion location shall only reflect the location

of the original offense. For example: If the person commits a crime in the park they should only be excluded from the park(s) and not the Stayton Pool or the Community Center. (Ord. 977, December 2014)

- d. The notice shall prominently display a trespass warning describing the potential consequences of unlawful behavior after receipt of an exclusion notice and for entering a park, public property or facility during the exclusion period. (Ord. 933, March 07, 2011)
- e. At any time within the exclusion period, a person having received a notice may apply in writing to the Chief of Police or designee for a temporary waiver from the exclusion for good reason shown. Good reason may include but not limited to such things as employment purposes, first amendment activities, a funeral or wedding. The Chief of Police will have 48 hours to make a decision on the waiver. (Ord. 977, December 2014)
- f. The excluded individual may appeal the exclusion to the Stayton Municipal Court which shall hear the appeal at the next available Municipal Court hearing date. The Municipal Court may overturn the exclusion, agree with the exclusion or extend the exclusion. The Municipal Court decision is final. ~~An~~The exclusion is ~~stayed~~valid during the time of the appeal. (Ord. 977, December 2014)
- g. This Section shall not apply to City-owned properties with long term lease by a business organization, such as the movie theater or the Moose Lodge. Those properties are considered to be privately controlled. (Ord. 977, December 2014)
- h. If a person is excluded from City business offices, reasonable accommodations will be made for legitimate City business to be conducted. (Ord. 977, December 2014)

## 8.12.070

### EMERGENCY CLOSURE OF PUBLIC PROPERTIES, PARKS, AND WATERWAYS

- 1. The Police Chief or designee may close a public property, park, waterway or part thereof, at any time by erecting barricades, signs, locking mechanisms or other appropriate measures prohibiting and barring access to any such public property, park, waterway or part thereof, at appropriate locations. Notice that any public property, park, waterway or part thereof, is closed shall be posted at appropriate locations during the period of such closure. (Ord. 933, March 07, 2011)
- 2. The Police Chief or designee may close any public property, park, waterway, or any part thereof, in accordance with this section, in the interest of public safety, health, and welfare in the event conditions exist in or near that premises which involve any of the following circumstances: (Ord. 933, March 07, 2011)
  - a. Life or properties appear to be endangered and other means cannot reasonably be utilized to eliminate the danger;
  - b. An overcrowding of persons or vehicles has occurred, impairing access of emergency assistance or emergency vehicles;

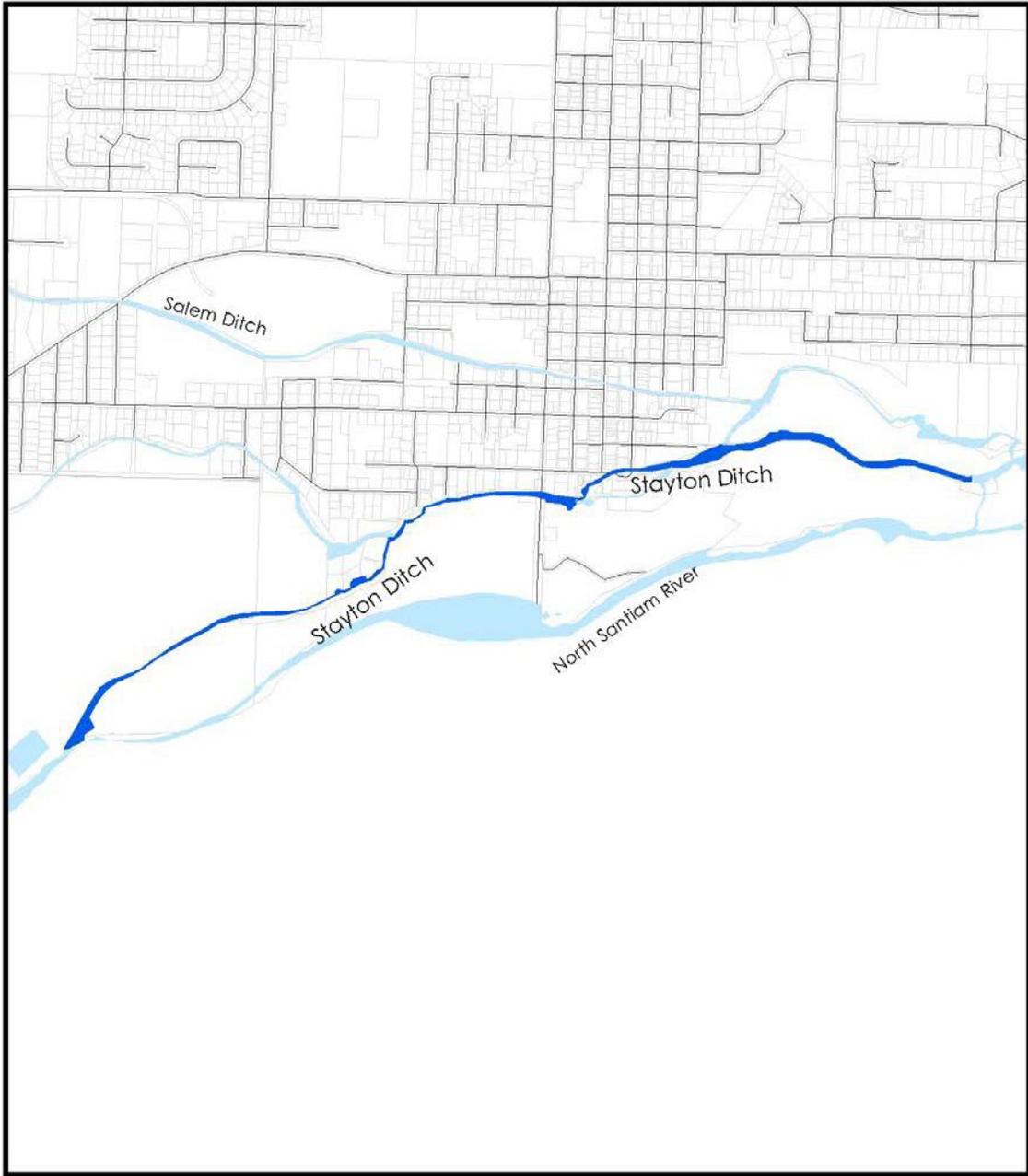
- c. The subject premises or other property located near the premises reasonably appears to be endangered; (Ord. 933, March 07, 2011)
  - d. Persons making, assisting in making, continuing, or causing to be made any boisterous, disturbing, threatening, abusive, indecent, or obscene language or gestures, or unnecessary noise, or by any other act to breach the public peace; or annoying, disturbing, injuring, or endangering the comfort, repose, health, safety, welfare, or peace of others in any park, public facility, or waterway and is of such consequence that cessation of the disturbance cannot otherwise be accomplished; (Ord. 933, March 07, 2011)
  - e. A hazardous condition exists;
  - f. That violation(s) of criminal offenses or code is occurring and is caused by sufficient numbers of persons, or is of such consequence that cessation of the disturbance cannot otherwise be accomplished; or, (Ord. 933, March 07, 2011)
  - g. Other conditions exist such that the safety or protection of persons or property cannot reasonably be assured. (Ord. 933, March 07, 2011)
3. During the closure of a park, public premises or waterway, or portion thereof, in accordance with this chapter, it shall be unlawful for any person to enter upon the premises, or any part thereof, that has been closed, or to remain in the premises, or part thereof, after having been notified of the closure and having been requested to leave by a an authorized authority. (Ord. 933, March 07, 2011)
  4. Such emergency closure shall not exceed 18 hours without the written approval of the City Administrator. (Ord. 933, March 07, 2011; Ord 720, ●1, August 1993)

#### 8.12.080

#### VIOLATION: PENALTY

1. A violation of a provision of this chapter is punishable by a fine approved by Stayton City Council Resolution.
2. In addition to the remedies and fees provided for in this Chapter, any person authorized to enforce the provisions of this chapter may issue an enforcement complaint, as defined in section 6.04.020, to any person found in violation of the provisions of this chapter. (Ord. 933, March 07, 2011; Ord. 711, November, 1992)
3. If there is probable cause to believe a person has violated provisions of this Chapter, constituting a crime under Oregon Revised Statutes that person may be prosecuted accordingly, and if convicted, fined accordingly. (Ord. 933, March 07, 2011)

[Exhibit A](#)





**ORDINANCE NO. 1063**

**AN ORDINANCE AMENDING STAYTON MUNICIPAL CODE CHAPTER 8.12  
AND REPEALING CHAPTER 2.64 TO COMPLY WITH ORS 195.505  
AND 195.530**

**WHEREAS**, City recognizes that people experiencing homelessness need a place to sleep, sit, lie, shelter themselves, keep warm and dry, and store their belongings; and

**WHEREAS**, the City is committed to ensuring the most humane treatment of persons experiencing homelessness in regards to the removal of persons experiencing homelessness from campsites on publicly-owned property in City; and

**WHEREAS**, the City is committed to ensuring the safety and security of all people within the City, including people experiencing homelessness, property owners, and the general public, while protecting all people in the City from unsafe and dangerous conditions; and

**WHEREAS**, it is the official policy of the City that, in accordance with ORS 195.500 and ORS 195.510, its responses to homelessness and the removal of campsites shall be undertaken in accordance with these principles; and

**WHEREAS**, the Eighth Amendment to the United States Constitution prohibits cities from criminalizing the acts of sitting, lying, sleeping, and keeping warm and dry outdoors on public property that is open to the public by individuals who have no alternative adequate shelter; and

**WHEREAS**, ORS 195.530 requires that any regulations that regulate the acts of sitting, lying, sleeping, and keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner as applied to persons experiencing homelessness; and

**WHEREAS**, City recognizes that the State of Oregon is experiencing a housing crisis that has resulted in an increase in unsanctioned camping in public spaces and rights-of-way; and

**WHEREAS**, City recognizes that there are persons experiencing homelessness within the City that do not have alternative adequate shelter but must still sit, lie, sleep, shelter, store their belongings, and keep warm and dry; and

**WHEREAS**, due to the City's small size, persons experiencing homelessness seeking a place to sit, lie, sleep, and keep warm and dry within the City have, to date, been transitory, resulting in few persons experiencing homelessness within the City at any given time; and

**WHEREAS**, the public rights-of-way within the City were designed and intended for travel, transportation, the provision of utility services, and other uses and were not designed or intended for use as campsites; and

**WHEREAS**, the City's parks were designed for recreational uses and outdoor activities and was not designed or intended for use as a campsite; and

**WHEREAS**, due to the City's public rights-of-way and parks not being designed or intended for use as campsites, persons experiencing homelessness camping in those locations often lack access to safe and sanitary hygiene facilities and trash facilities, resulting in unsanitary conditions that are harmful to persons experiencing homelessness and the general public; and

**WHEREAS**, due to the City's public rights-of-way not being designed or intended for use as campsites, the acts of sitting, lying, sleeping, and keeping warm and dry may be dangerous to persons experiencing homelessness and other users of the public rights-of-way due to the potential congestion of the public rights-of-way and due to the proximity to vehicles, bicycles, and pedestrians; and

**WHEREAS**, the City has a responsibility to ensure that the City's rights-of-way and parks are safe, passable, accessible, and in sanitary condition, and to otherwise act to avoid death and injury to all users of the public rights-of-way and parks, including persons experiencing homelessness; and

**WHEREAS**, City Council and City staff have identified all City-owned public lands that are open to the public, including the City's parks, recreational spaces, and improved and unimproved public rights-of-way; and

**WHEREAS**, in accordance with the Eighth Amendment to the United States Constitution and ORS 195.530, the City intends to enact and enforce regulations that are reasonable as applied to unhoused persons who have no alternative shelter, when regulating the acts of sitting, lying, sleeping, and keeping warm and dry outdoors on City-owned public property that is open to the public; and

**WHEREAS**, the City intends that the above-described regulations support the need to be healthy, safe, and to have access to public places for all community members; and

**WHEREAS**, the City intends that the above-described regulations address issues such as fire risk, environmental degradation, unsafe vehicle or pedestrian travel, unsanitary conditions, trash, and health and public safety hazards to people sitting, lying, sleeping and keeping warm and dry, to neighboring businesses, and to community members in a manner that is objectively reasonable in regards to persons experiencing homelessness; and

**WHEREAS**, the City formed a Task Force to review applicable laws, consider existing City code provisions, seek public input, and provide guidance to the City Council regarding potential code amendments to comply with State law; and

**WHEREAS**, the Homeless Task Force has considered and provided guidance to the City Council regarding potential amendments to the City Municipal Code intended to define developed parks

and public facilities and provide a process for regulating the use of and camping on or in developed parks and public facilities; and

**WHEREAS**, it is understood that additional amendments may be made based on addition work of the Task Force; and

**WHEREAS**, the City Council held a meeting on June 19, 2023, at which the Council considered potential amendments, after members of the public were invited to provide comment on the subject of homelessness in the City; and

**WHEREAS**, this Ordinance is the result of the City Council's consideration of the City's legal obligations, the needs of persons experiencing homelessness within the City, the needs of other community members within the City, the public comment received at the Council meeting, and the City's duty to protect the health, safety, and welfare of all its community members.

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

**Section 1. Findings.** The findings in the above recitals are hereby adopted as support for these code amendments.

**Section 2. Amend.** Stayton Municipal Code Chapter 8.12, Use of Public Parks, Public Property, and Waterways, is hereby amended as set forth in Exhibit 1.

**Section 3. Repeal.** Stayton Municipal Code Chapter 2.64, Disposition of Unclaimed Personal Property, is hereby repealed.

**Section 3. Continued Effect.** All unamended provisions of the City of Stayton's Municipal Code shall remain unchanged and in full force and effect.

**Section 4. Severability.** The sections, subsections, paragraphs, and clauses of this ordinance and the attached Code provisions are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs, and clauses.

**Section 5. Codification.** Provisions of this Ordinance shall be incorporated into the City of Stayton's Municipal Code, and the words "ordinance" or "section" may be changed to "code," "article," "chapter," "division," or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however that any recital clause and boilerplate provisions of this Ordinance need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

**Section 6. Effective Date.** This ordinance shall go into full force and effect on the 30<sup>th</sup> day after adoption by the Stayton City Council and the Mayor's signing.

**ADOPTED BY THE STAYTON CITY COUNCIL THIS 17TH DAY OF JULY 2023.**

CITY OF STAYTON

Signed: \_\_\_\_\_, 2023

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

Signed: \_\_\_\_\_, 2023

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

## CHAPTER 8.12

**USE OF PUBLIC PARKS, PUBLIC PROPERTY AND WATERWAYS**SECTIONS

8.12.010	Definitions
8.12.020	Camping Permit
8.12.030	Park Hours
8.12.040	Prohibited Behavior in Public Parks and Facilities
8.12.050	Prohibiting Consumption of Alcoholic Beverages on Public Property
8.12.060	Exclusion of Persons from Parks and Public Facilities
8.12.070	Emergency Closure of Parks and Public Facilities
8.12.080	Violation: Penalty

## 8.12.010 DEFINITIONS

As used in this Chapter, the following mean:

1. **CAMP:** To set up or to remain in or at a campsite.
2. **CAMPSITE:** Any place where any bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained for the purpose of maintaining a temporary place to stay, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
3. **CITY:** City of Stayton, Oregon
4. **DEVELOPED PARK:** The following areas are considered developed parks for the purposes of this chapter: Pioneer Park; Santiam Park; North Slope Park; Quail Run Park; Henry A. Porter Dog Park; Westtown Park; Community Garden; Community Center Park; Riverfront Park, Wildlife Meadows Park, and Mill Creek Park.
5. **PARK:** Real property owned, managed, or leased by the City of Stayton for recreational purposes, other than dedicated rights-of-way.
6. **PUBLIC FACILITY:** Any publicly owned structure or infrastructure used for the operation and maintenance of City functions. Facilities include, but are not limited to, Water and Wastewater treatment plants, City buildings, waterways, and public right of way.
7. **RECREATION VEHICLE:** A vacation trailer or other vehicular or portable unit which is either self-propelled, carried, or towed by a motor vehicle and which is intended for human occupancy and is designed for vacation or recreational purposes but not a permanent residence. Recreational vehicles also include travel trailers, motorhomes, campers, boats, boat trailers, snowmobiles, all-terrain vehicles (ATVs), and trailers designed primarily to carry ATVs or snowmobiles. Recreational vehicles do not include utility trailers or canopies.

8. **POWER CANAL a waterway (Reid Power Canal).** See Stayton Ditch.
  9. **STAYTON DITCH a waterway, also known as POWER CANAL or REID POWER CANAL.** The Stayton Ditch is the waterway which flows west from the N. Santiam River dividing the Wilderness Area Park from the Riverfront Park in Stayton. The Stayton Ditch flows from the North Santiam River west to First Ave in Stayton, crossing First Ave flowing back into the N. Santiam River, as illustrated below in Exhibit A.
  10. **SMOKING:** Any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant or other tobacco or tobacco-like product or substance in any manner or any form.
  11. **TOBACCO PRODUCT:** Any tobacco, cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, or any other means of ingestion.
  12. **TOBACCO USE:** Smoking, chewing or other ingestion of any tobacco product.
- 8.12.020 **CAMPING PERMIT**
1. No person may camp in or upon a public facility.
  2. No person shall camp in or upon any developed park or under any bridge unless a permit is obtained from the Chief of Police or designated representative or by declaration of the Mayor in emergency circumstances. An application shall be filed with the City for each RV, tent, or campsite.
  3. The Chief of Police or designated representative may issue a permit to any person to park a recreational vehicle (RV) or to camp upon any developed park property. A permit issued under this section shall be issued when the Chief of Police or designated representative finds that the following criteria will be met.
    - a. The applicant has made arrangements for appropriate sanitary facilities and drinking water;
    - b. The proposed activity for which the permit is issued is not likely to disturb the peace and quiet of any person;
    - c. The proposed activity is unlikely to result in litter, trash, garbage, sewage, or other unsanitary material being placed or left on public property; and,
    - d. A permit shall not be issued for camping in a developed park unless it is in conjunction with another City approved event, such as a festival in the park and does not interfere with the needs of the City such as normal city services.
  4. The permit may be granted for up to ten days. A permit shall not be issued to the same applicant more than once in any thirty-day period.
- 8.12.030 **PARK HOURS**

Developed parks of the City shall be closed to access and use by the public between the hours of 10:00 p.m. and 6:00 a.m. unless a permit has been issued by the Chief of Police or designee or a facility use permit has been issued by the City.

8.12.040 PROHIBITED BEHAVIOR IN PUBLIC PARKS, PUBLIC PROPERTY, AND FACILITIES

1. No person shall make, assist in making, continue, or cause to be made any boisterous, disturbing, threatening, abusive, indecent, or obscene language or gestures; or unnecessary noise; or by any other act to breach the public peace; or annoy, disturb, injure, or endanger the comfort, repose, health, safety, welfare, or peace of others while in any park or public facility in accordance with the State Disorderly Conduct laws.
2. No person shall blow, spread, or place any nasal or other bodily discharge, or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or any portion of a public restroom located in any park, or in any place in a public restroom or public facility, excepting directly into the particular fixture provided for that purpose.
3. No person shall damage or do anything that will or could cause damage to the public parks, public property, waterways, and facilities.
4. No person shall use the City's recreational equipment and facilities for activities other than their intended or approved purpose or in a way that could cause damage to them.
5. Smoking of tobacco, marijuana, or any other substances including E-Cigarettes and use of smokeless tobacco is prohibited at any City-owned property, park and facilities. Smoking or vaping is prohibited outside the front street façade of any building in the area designated as Downtown in the Comprehensive Plan Map and properties on both sides of N. First Avenue between Water Street and Washington Street. Smoking is defined as inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, E-cigarette, vape pen, or other tobacco product in any manner or in any form.
6. Fires are not permitted except in designated fire rings or barbeque stands.
7. No person shall enter into, put anything into, or cause anything to end up into the waterway known as the Stayton Ditch.
8. No person shall swim, float, kayak, raft, boat, fish, wade, play in or participate in any similar recreation activity in the Stayton Ditch.
9. The Stayton Ditch may be accessed for official use such as by the City of Stayton, Santiam Water Control District, Stayton Fire District, or other governmental or public safety organizations.

8.12.050 PROHIBITING CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY

No person shall drink or consume alcoholic beverages in or upon any public street or sidewalk, alley, public grounds, parks, City-owned facilities and properties, except when a permit for that purpose has been issued pursuant to this SMC or a business establishment has received OLCC approval for an outdoor eating area.

- a. Upon application to the City, the City Administrator, or designee may grant a revocable facility use permit to responsible persons or organizations for an event or activity at which alcoholic beverages may be served and consumed in City-owned facilities or on City property.
- b. The City Council shall adopt rules governing facility use permits by Resolution.
- c. The Stayton Police may issue an ordinance violation citation for violating the Facility Use Rules which also may include revoking the “Facility Use” permit.

8.12.060 EXCLUSION OF PERSONS FROM PARKS AND PUBLIC FACILITIES

1. If there is probable cause to believe that a person has violated the Stayton Municipal Code, Titles 6 or 8, 9, or Chapters 10.04, or 10.12, or any related state law, while in a public park or public facility, that person may be excluded from the park or public facility where the incident occurred for a period of not more than thirty (30) days in accordance with the following procedure:
  - a. Written notice shall be given to the person to be excluded from a park or public facility. The exclusion period shall take immediate effect.
  - b. The notice shall prominently specify the beginning and ending dates of the exclusion period.
  - c. The notice shall specify the location(s) they are excluded from which is based on the original offense location. The exclusion location shall only reflect the location of the original offense. For example: If the person commits a crime in the park they should only be excluded from the park(s) and not the Stayton Pool or the Community Center.
  - d. The notice shall prominently display a trespass warning describing the potential consequences of unlawful behavior after receipt of an exclusion notice and for entering a park, public property or facility during the exclusion period.
  - e. At any time within the exclusion period, a person having received a notice may apply in writing to the Chief of Police or designee for a temporary waiver from the exclusion for good reason shown. Good reason may include but not limited to such things as employment purposes, first amendment activities, a funeral or wedding. The Chief of Police will have 48 hours to make a decision on the waiver.
  - f. The excluded individual may appeal the exclusion to the Stayton Municipal Court which shall hear the appeal at the next available Municipal Court hearing date.

The Municipal Court may overturn the exclusion, agree with the exclusion or extend the exclusion. The Municipal Court decision is final. An exclusion is stayed during the time of the appeal.

- g. This Section shall not apply to City-owned properties with long term lease by a business organization, such as the movie theater or the Moose Lodge. Those properties are considered to be privately controlled.
- h. If a person is excluded from City business offices, reasonable accommodations will be made for legitimate City business to be conducted.

#### 8.12.070 EMERGENCY CLOSURE OF PUBLIC PROPERTIES, PARKS, AND WATERWAYS

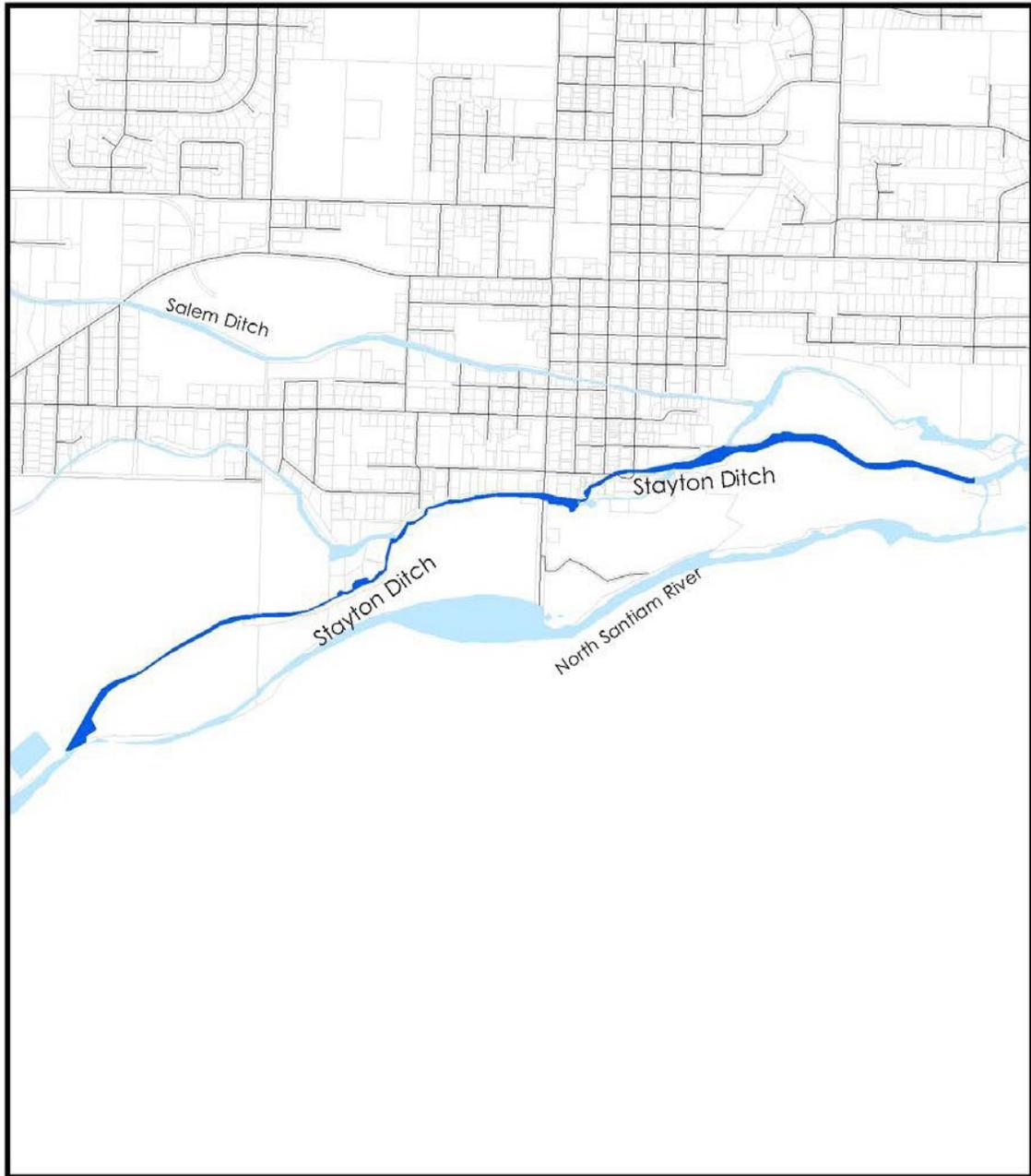
1. The Police Chief or designee may close a public property, park, waterway or part thereof, at any time by erecting barricades, signs, locking mechanisms or other appropriate measures prohibiting and barring access to any such public property, park, waterway or part thereof, at appropriate locations. Notice that any public property, park, waterway or part thereof, is closed shall be posted at appropriate locations during the period of such closure.
2. The Police Chief or designee may close any public property, park, waterway, or any part thereof, in accordance with this section, in the interest of public safety, health, and welfare in the event conditions exist in or near that premises which involve any of the following circumstances:
  - a. Life or properties appear to be endangered and other means cannot reasonably be utilized to eliminate the danger;
  - b. An overcrowding of persons or vehicles has occurred, impairing access of emergency assistance or emergency vehicles;
  - c. The subject premises or other property located near the premises reasonably appears to be endangered;
  - d. Persons making, assisting in making, continuing, or causing to be made any boisterous, disturbing, threatening, abusive, indecent, or obscene language or gestures, or unnecessary noise, or by any other act to breach the public peace; or annoying, disturbing, injuring, or endangering the comfort, repose, health, safety, welfare, or peace of others in any park, public facility, or waterway and is of such consequence that cessation of the disturbance cannot otherwise be accomplished;
  - e. A hazardous condition exists;
  - f. That violation(s) of criminal offenses or code is occurring and is caused by sufficient numbers of persons, or is of such consequence that cessation of the disturbance cannot otherwise be accomplished; or,
  - g. Other conditions exist such that the safety or protection of persons or property cannot reasonably be assured.

3. During the closure of a park, public premises or waterway, or portion thereof, in accordance with this chapter, it shall be unlawful for any person to enter upon the premises, or any part thereof, that has been closed, or to remain in the premises, or part thereof, after having been notified of the closure and having been requested to leave by an authorized authority.
4. Such emergency closure shall not exceed 18 hours without the written approval of the City Administrator.

8.12.080 VIOLATION: PENALTY

1. A violation of a provision of this chapter is punishable by a fine approved by Stayton City Council Resolution.
2. In addition to the remedies and fees provided for in this Chapter, any person authorized to enforce the provisions of this chapter may issue an enforcement complaint, as defined in section 6.04.020, to any person found in violation of the provisions of this chapter.
3. If there is probable cause to believe a person has violated provisions of this Chapter, constituting a crime under Oregon Revised Statutes that person may be prosecuted accordingly, and if convicted, fined accordingly.

Exhibit A





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

**TO: Mayor Brian Quigley and the Stayton City Council**  
**FROM: Julia Hajduk, City Manager**  
**DATE: July 17, 2023**  
**SUBJECT: Resolution No. 1068, Authorizing Signing a Lease for Property at 2800 Kindle Way SE for Use as a Teen Center**

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**BACKGROUND INFORMATION**

The City obtained the property at 2800 Kindle Way SE, which included the existing 2,100 square foot manufactured home, in 2017. The City subsequently began developing a plan for ultimate development of the park. In 2019 the City completed the Mill Creek Park Master plan which envisioned a variety of park amenities and assumed the ultimate removal of the manufactured home. During the time the plan was being developed, the New Hope Ministries approached the City about allowing the use of the structure for a teen center. After discussion and negotiations, the City entered into lease agreement that was signed April 3, 2018. The lease was a 3-year term which technically expired April 3, 2021. The Council discussed at their January 17, 2023 meeting whether continuing to lease the structure for the teen center was appropriate, especially given the delay in the development of the park. The Council determined that there was opportunity to relook at the development plans for the park and the potential for a permanent teen center and that, in the meantime, a continuation of a lease for the property should be considered. City and Teen Center staff have been discussing details of a new and updated lease and have developed the lease attached as Exhibit 1 to the attached resolution.

**FISCAL IMPACT**

There is minimal financial impact associated with this lease. While the monthly rent is minimal, the tenant will have renters' insurance and is responsible for the interior maintenance and upkeep of the structure which ensures that the structure does not go into a state of disrepair while the City waits for funding to develop the park.

**SUMMARY**

The attached resolution authorizes the City Manager to sign a new lease for the use of the property as a Teen Center. The term would be 24 months with the possibility for extensions as we look at updating the Mill Creek Park plan and the possibility of providing a permanent location for a Teen Center. The lease was drafted by Ross Williamson, our City Attorney, and negotiated with City staff,

the Director of the Teen Center, and members of the board. The proposed lease clarifies responsibilities for maintenance. It also identifies an anticipated number of hours per week during the school year for the Teen Center and includes a requirement to provide an annual report to the City to confirm that it is being used as intended. With the understanding that the Leased Premises is to be used by the tenant primarily as a teen center, the lease clarifies that they may make other uses of the facility available during times when it is not otherwise being used as a teen center (e.g., during school hours). The other uses allowed are subject to the following conditions: 1) Tenant will not earn revenue from such uses; 2) such uses will not discriminate against any person or class of persons by reason of race, color, national origin, sex, ancestry, or on any other grounds prohibited by law; and 3) such uses must not displace use of the Leased Premises as a teen center. The lease terms have been modified to \$1 per month versus per year.

### **OPTIONS AND MOTIONS**

The City Council is presented with the following options.

#### **1. Approve Resolution No. 1068**

Move to approve Resolution No. 1068 as presented.

#### **2. Do not approve Resolution No. 1068**

If Council does not support signing of the lease or wants changes to the lease, Council would not approve the resolution and would provide staff direction on what changes are requested.



**CITY LEASE OF REAL PROPERTY  
TEEN CENTER AT MILL CREEK PARK**

**BETWEEN:** City of Stayton, an Oregon municipal corporation (“Landlord”),  
**AND:** New Growth Ministries, an Oregon non-profit corporation (“Tenant”).  
**DATED:** Effective July 18, 2023

**RECITALS**

**A.** Landlord owns real property located at 2800 Kindle Way SE, Stayton, Oregon, also known as tax lot 09-1W-04D-000200, consisting of approximately 23.05 acres (“the Property”).

**B.** Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property consisting of approximately 19,900 square feet that includes a 1996 Skyline triple-wide manufactured structure consisting of approximately 2,071 square feet, and associated improvements, (“Leased Premises”) as also shown on the attached map marked Exhibit A, pursuant to the terms of this Lease.

**AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals, which by this reference are incorporated herein as if set forth in full, and of the mutual covenants, conditions, and obligations on the part of each party to be kept and performed, it is hereby agreed as follows:

**1. Term; Possession.**

**1.1 Term.** The lease term shall commence on the effective date and continue until twenty-four (24) months thereafter. This Lease will automatically be renewed for 6-month terms. Parties expect to enter into a subsequent lease agreement upon the termination of this Lease in anticipation of the leased structure being moved to a new location on the Property.

**1.2 Early Termination of Term.** Upon not less than 90-days prior written notice from Landlord or tenant, either party may terminate the Lease and Tenant’s use of the Leased Premises. In the case of early termination, all obligations upon Tenant that arise from expiration of the Lease term will apply as of the date set for termination in Landlord’s written notice.

**1.3 Acceptance of Leased Premises.** Tenant accepts the Leased Premises “AS IS,” except as specifically provided elsewhere in this Lease. In particular, without limiting the generality of the preceding, Tenant acknowledges that the Leased Premises is an aging manufactured dwelling. Landlord shall not be required to perform any work on the Leased Premises prior to acceptance by Tenant.

## 2. Rental.

**2.1 Rent.** Tenant shall pay the following base rent to Landlord during the term of this Lease: Monthly rent of \$1.00 payable in advance of the month for which such rent is due. Tenant may chose to pay for the entire year at one time, in which case, payment is due within 30 days of signing the lease and beginning on January 1 of each year thereafter.

**2.2 Time and Place of Payment.** Base Rent will be paid in advance on the first day of each month at the address for Landlord set forth in this Lease.

**2.3 Additional Rent.** All utilities, insurance and other payments which Tenant is required to make pursuant to this Lease shall be additional rent.

## 3. Use and Condition of Leased Premises.

**3.1 Permitted Use.** Tenant shall have the right to use the Leased Premises for the use and operation of Tenant's teen center, and for no other purpose without Landlord's prior written consent.

**3.1.1 Minimum hours of operation.** The intent of the lease of the facility on public property is for the operation of a Teen Center, therefore it is expected that there will be a minimum number of hours per week that the facility is open and available for that purpose. It is expected that the tenant's teen center operations will include approximately 35 hours per month during the school year during which the teen center is open and able to serve the community's youth population. Tenant will be required to provide an annual report regarding the number of hours the facility was open and available for use as a teen center during the prior year. If it is reported that the facility was not open or was open and available for significantly fewer hours than anticipated, lease (City) has the authority to renegotiate the contract.

**3.1.2 Other uses.** With the understanding that the Leased Premises is to be used by Tenant primarily as a teen center, Tenant may make other uses of the Leased Premises during times when the Leased Property is not otherwise being used as a teen center (e.g., during school hours). Tenant's other uses allowed here are subject to the following conditions: 1) Tenant will not earn revenue from such uses; 2) such uses will not discriminate against any person or class of persons by reason of race, color, national origin, sex, ancestry, or on any other grounds prohibited by law; and 3) such uses must not displace use of the Leased Premises as a teen center.

**3.2 Compliance with Laws.** In connection with its use, Tenant shall comply, at its sole expense, with all applicable federal, state, and local laws, regulations, and requirements of any public authority, including those regarding maintenance, operation, and use of, as well as construction on, the Property, except that Tenant may withhold compliance in connection with a good faith dispute so long as Landlord's property interest is not jeopardized. Landlord believes that the Property is free from all hazardous substances; however, Tenant shall satisfy itself as to the condition of the Property prior to commencement of this Lease. Landlord shall provide Tenant, upon Tenant's request, copies of all documents in Landlord's possession which address the condition of the Property. Tenant shall be deemed to have

leased the Leased Premises on a strictly "AS IS" basis concerning all conditions of the Property and all defects, if any.

**3.2.1** Tenant shall not permit to be maintained on the Property or on the exterior of any tenant improvements on the Property any billboards or advertising signs unless the size, construction, location, content, color and general appearance of the same have been first approved by Landlord in writing.

**3.2.2** In connection with its use of the Property, Tenant shall abide by all laws and regulations regarding the parking of vehicles on public property.

**3.2.3** Landlord reserves the right to adopt reasonable rules and regulations governing the Leased Premises and the facilities and improvements on Property. Tenant agrees to observe, obey, and abide by all such rules and regulations hereafter adopted or amended. Any action or failure to act by Tenant or by and employee, invitee or agent of Tenant which is in violation of such rules and regulations shall be deemed a violation of, and default under, this Lease.

**3.3 Hazardous Substances.** Tenant shall comply fully with all laws pertaining to the protection of human health and the environment, all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of hazardous substances. Tenant shall promptly advise Landlord in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Tenant shall exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of, or otherwise released on the Property. The term "hazardous substances" is used in its very broadest sense and refers to materials which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TCSA), and comparable state statutes.

**4. Construction and Improvements.** Except as authorized under Section 5 of this Lease, no site improvements or construction on Property or to Leased Premises shall be commenced without first obtaining Landlord's written approval.

**5. Maintenance and Alternations.** Tenant, at its sole expense, shall be responsible for any improvements or revisions to the interior related to operations of the Teen Center as well as landscaping around the perimeter of the structure. Landlord shall be responsible for maintenance of the exterior of the structure including roof, windows, and walls, as well as maintaining the existing grass and trees on the property. If improvements are desired by Tenant to parking areas, sidewalks or additional landscaping or exterior structures beyond what exists at the time the lease is signed, said improvements must be agreed upon by both parties and costs or cost sharing determined via separate written agreement or addendum to this agreement.

## **6. Taxes and Utilities.**

**6.1 Personal Property Taxes.** Tenant shall pay when due all personal property taxes assessed against its personal property, equipment or trade fixtures on the Leased Premises.

**6.2 Taxes and Assessments.** Tenant shall apply for any exemptions from property tax for its use of the Leased Premises. The rent for this Leased Premises is below market rent to reflect property tax exemptions, if any. Nonetheless, Tenant shall be required to pay any and all property taxes which may be owed for its use of Leased Premises, for failure to apply for an exemption, or for any denial of any exemption. Tenant shall reimburse Landlord for all real property taxes and special assessments levied against the Leased Premises in the event they are paid by Landlord rather than becoming liens against the Leased Premises, within thirty (30) days of receiving a billing statement from Landlord for such charges.

**6.3 Payment of Utilities Charges.** Tenant shall pay when due all charges for services and utilities incurred in connections with the use, occupancy, operation, and maintenance of the Leased Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, landscaping, garbage, and janitorial services. If the charges are not separately metered or stated, Landlord shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share upon demand.

## **7. Liability to Third Persons.**

**7.1 Liens.** If caused by Tenant, Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Property, and shall keep the Property free of any liens other than liens created by Landlord, except that Tenant may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Landlord's property interest is not jeopardized. If Tenant fails to pay such claim or to discharge any lien, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord hereunder shall bear interest and be repaid by Tenant as provided in Section 13.3, below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

**7.2 Contest by Tenant.** If Tenant withholds payment of a claim and a lien is filed as a result of nonpayment, Tenant shall (within 10 days after knowledge of the filing) secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

**7.3 Indemnification of Landlord.** Tenant shall indemnify and hold Landlord and Landlord's agents, successors and assigns harmless against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising after the commencement of this Lease and affecting Tenant's use of the Leased Premises, including, but not limited to, any such claims,

demands, losses, liabilities, cost and expenses (a) arising after the commencement of this Lease and out of or relating to any investigatory or remedial action involving the Property and the operations conducted on the Property and required by environmental laws or by orders of any governmental authority having jurisdiction under any environmental laws, or (b) on account of injury to any person or damage to any property arising out of common connection with or in any way relating to the violation of any environmental laws, the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of hazardous materials on the Property or in connection with operations, or the contamination of any of the Property by hazardous materials by any means whatsoever. In the event Tenant or any subtenant, employee, invitee, or agent of Tenant either acts or fails to act in a manner that results in a penalty or fine imposed upon the Tenant or the Landlord, Tenant agrees to promptly pay such fine or penalty and to promptly undertake any corrective action required by the authority imposing the fine or penalty and agrees to hold Tenant harmless from all costs, expenses, and fees (including attorney fees) incurred in connection therewith. The provisions of this Section shall neither apply to any contamination which Tenant can demonstrate existed at the time that Tenant took possession of the Leased Premises nor to any claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising out of or as a result of Landlord's sole negligence. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

**7.4 Landlord's Liability.** Landlord shall have no liability to Tenant for acts of any third party, or for any defect in the Leased Premises which is the responsibility of the Tenant under this Lease, or for any interruption or failure in the supply of utilities or services to the Property except in the event that such interruption or failure to supply utilities or service to the Property is the result of Landlord's gross negligence.

## **8. Insurance.**

**8.1 Liability Insurance.** Tenant shall continuously maintain at its expense throughout the term of this Lease, and any renewal period, public liability and property damage insurance with the combined single limit of not less than One Million Dollars (\$1,000,000) and combined aggregate limit of not less than Three Million Dollars (\$3,000,000). Such insurance shall provide coverage for bodily injury, death, or property damage in connection with Tenant's use or occupancy of the Leased Premises or the exercise or enjoyment of rights or privileges granted by this Lease. Such insurance shall name Landlord as an additional insured and shall contain a contractual liability endorsement referring to this Lease. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Leased Premises.

**8.2 Fire Insurance.** During the full term of this Lease, Tenant shall at its sole cost and expense carry and maintain in the name of Landlord, with loss payable to Landlord, all-risk insurance on the improvements for new replacement value, including but not limited to fire with extended coverage, vandalism, and malicious mischief. The policy or policies shall be delivered to Landlord and shall provide for thirty (30) days' written notice to Landlord prior to any change or cancellation thereof.

**8.3 Personal Property Insurance.** Tenant shall at its expense insure its personal property, equipment and trade fixtures located on the Leased Premises.

**8.4 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a Standard Fire Insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use its best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

**8.5 Proof of Insurance.** Tenant shall provide proof of insurance to Landlord in the form of certificates evidencing the required coverage and stating that Landlord will be given thirty (30) days' notice prior to any cancellation or material change of coverage. Landlord reserves the right to review the actual policy and to reasonably approve the form of coverage and the insuring companies.

## **9. Casualty Damage.**

**9.1 Repair of Damage to Property.** If fire or other casualty causes damage to any improvements on the Property, Landlord in Landlord's sole discretion shall decide whether insurance proceeds covering such property shall be used for the repair or replacement of such property. Landlord shall not have any obligation to repair or replace any such property.

**9.2 Repair of Tenant's Property.** Repair, replacement or restoration of any fixtures, equipment and personal property owned by Tenant and tenant improvements shall be the responsibility of Tenant. Tenant shall pay all costs of moving its property when required in connection with the repairs of the Property which Landlord elects to repair.

**10. Condemnation.** If the entire Property is condemned, or if a portion is taken which causes the remainder to be unsuited to the use permitted hereunder, then this Lease shall terminate as of the date upon which possession of the Property is taken by the condemning authority. Otherwise, Landlord shall proceed to make necessary repairs and alterations to the Property to permit Tenant to continue its operations thereon. Rent shall be abated during the period of restoration and shall be reduced for the remainder of the Lease Term to the extent and in the same proportion as the reduction in the reasonable rental value of the Property for Tenant's use caused by the condemnation. All condemnation proceeds shall belong to Landlord and Tenant in proportion to the value of their respective interest in the Property at the time, taking into consideration Tenant's option rights.

## **11. Transfers by Tenant.**

**11.1 Prohibition of Transfer.** Tenant shall not assign, mortgage, pledge, hypothecate or encumber the Property or Tenant's leasehold estate, or sublet any portion of the Leased Premises or license the use of any portion of the Property, or allow use of the Property by a third party for any purpose or otherwise transfer any interest in the Property (whether voluntary, involuntary, by operation of law or otherwise), without the prior written

consent of Landlord. Landlord may base its consent decision upon the financial stability and reputation as well as the employment opportunities presented by a potential transfer of Tenant's interest. Landlord may request all documents relating to such consent criteria as Landlord deems reasonable and may withhold its consent to a transfer of Tenant's interest if such documents are not provided to Landlord within a reasonable time or if Landlord determines that such transfer would be financially disadvantageous to Landlord or disadvantageous from an employment standpoint to Landlord or the community. This prohibition applies to successor companies or entities of Tenant. The cost of all analysis of the records and economic viability of a consent to transfer shall be paid by the Tenant.

**11.2 Obligations after Transfer.** The giving of such consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers. If Tenant is permitted to make any transfer, Tenant and any guarantor(s) of this Lease shall not be relieved of their respective obligations, but shall remain primarily liable to Landlord for performance of all such obligations.

**12. Default.** The following shall be events of default:

**12.1 Payment of Default.** Tenant fails to make any rent or other payment under this Lease within ten (10) days after written notice that it is due.

**12.2 Unauthorized Transfer.** Tenant makes any transfer without Landlord's prior written consent, as required under Section 11.1.

**12.3 Default in Other Covenants.** Tenant fails to comply with any other term or condition or fulfill any other obligation of this Lease within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the twenty (20)-day period, this requirement shall be satisfied if Tenant begins correction of the default within the twenty (20)-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

**12.4 Insolvency.** Insolvency of Tenant; an assignment of Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default.

**13. Remedies on Default.** Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law and all such remedies shall be cumulative.

**13.1 Retake Possession.** Landlord may re-enter and retake possession of the Leased Premises, without notice, either by summary proceedings, any other applicable action or proceeding, or otherwise. Landlord may use the Leased Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default.

**13.2 Damages for Default.** Whether or not Landlord retakes possession or relets the Leased Premises, Landlord may recover all damages caused by the default (including but not limited to improvement costs incurred due to Tenant damages, unpaid rent, attorney fees relating to the default and costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Lease Term without barring a later action for further damages.

**13.3 Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including attorney fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of nine percent (9%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

#### **14. Surrender of Property.**

**14.1 Condition of Property.** Upon expiration of the Lease Term or earlier termination, Tenant shall deliver to Landlord the Leased Premises in a first-class condition, fair wear and tear accepted. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alterations so require.

If Tenant fails to remove the improvements that Landlord has authorized Tenant to remove within thirty (30) days following termination of the Lease for any reason, title to all such improvements shall vest in Landlord.

**14.2 Fixtures.** Tenant shall remove all its furnishings, furniture and trade fixtures that remain the property of Tenant and restore all damage caused by such removal. If Tenant fails to do so, this shall be an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may affect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses as provided in Section 13.3.

**14.3 Holdover.** If Tenant does not vacate the Leased Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all the provisions of this Lease, or to eject Tenant from the Leased Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove furniture, furnishings, or trade fixtures which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this Section shall apply if the property not removed substantially interferes with occupancy of the Leased Premises by another tenant or with occupancy by landlord for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Tenant, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to month-to-month tenancy.

**15. Abandonment.** If Tenant abandons the Leased Premises, Landlord may treat such abandonment as a default under this Lease and Landlord may exercise any rights it may have as in the case of a default for which Tenant is not entitled to notice. Tenant shall be deemed to have abandoned the Leased Premises if it fails to occupy the same for a period of one (1) month; however, Landlord may consider Tenant to have abandoned the Leased Premises by other acts, words, or conduct.

**16. Quiet Enjoyment.**

**16.1 Tenant Possession.** So long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any interference by Landlord or those claiming through Landlord.

**16.2 Inconvenience Related to Planning and Development of Property.** Tenant recognizes that from time to time during the term of this Lease it will be necessary for Landlord to initiate planning, construction, reconstruction, expansion, relocation, maintenance, and repair of Property, which may inconvenience or temporarily interrupt Tenant's operations at the Leased Premises. In particular, Tenant acknowledges that Landlord will be undertaking a planning effort to determine the long-term use of the Property as park property within the Stayton parks system. Tenant agrees that Landlord may use Property for any lawful purpose, provided that notice is provided 3 business days in advance. Landlord agrees to make reasonable accommodations if teen center activities would be significantly altered due to access requirements. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, and representatives by reason of such use, inconveniences, or interruptions and, for and in further consideration of this Lease, Tenant waives any right to claim damages or other consideration therefore.

**17. Arbitration.**

**17.1 Dispute to be Arbitrated.** If any dispute arises between the parties, either party may request arbitration and appoint an arbitrator agreeable to both parties. If the choice of an arbitrator is not made within ten (10) business days seeking arbitration, then either party may apply to the presiding judge of the Marion County Circuit Court for the appointment of the required arbitrator.

**17.2 Procedure for Arbitration.** The arbitrator shall proceed according to the Oregon Uniform Arbitration Act, ORS 36.600 et seq., and the award of the arbitrator shall be binding upon both parties.

**18. General Provisions.**

**18.1 Time of Essence.** Time is of the essence in the performance of each of Tenant's obligations under this Lease.

**18.2 Nonwaiver.** Waiver of performance of any provision of this Lease shall not be a waiver of nor prejudice the party's rights otherwise to require performance of the same provision or any other provision.

**18.3 Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

**18.4 Notices.** Any notice required or permitted under this Lease shall be given when actually delivered or when deposited with postage prepaid in the United States mail as registered or certified mail, addressed as follows:

To Landlord:           City of Stayton  
                               Attn: City Manager  
                               362 N 3<sup>rd</sup> Ave  
                               Stayton, OR 97383

To Tenant:             New Growth Ministries  
                               2800 Kindle Wy  
                               Stayton, OR 97383

or to such other address as may be specified from time to time by either of the parties in writing.

**18.5 Clearing Matters of Record.** Neither this Lease nor a memorandum of this Lease shall be recorded. In the event this Lease or Tenant's interest in this Lease or in the Property becomes a matter of record by any means, directly or indirectly, then at any time after termination of this Lease or termination of Tenant's interest in this Lease, upon request by Landlord, Tenant shall execute such documents, in recordable form, as Landlord may reasonably require evidencing the termination of Tenant's interest. This obligation shall survive expiration or earlier termination of this Lease and expiration or earlier termination of Tenant's interest in this Lease. If Landlord initiates a quiet title action or other proceeding to eliminate Tenant's interest from the record, the attorney fee provision in Section 18.6 shall apply to such action or proceeding.

**18.6 Attorney Fees.** In the event any arbitration, suit, action, or other proceeding is instituted to interpret or enforce the terms of this Lease or to rescind this Lease, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, such sum as the arbitrator or judge may adjudge reasonable as attorney fees at such proceeding and at any appeal thereof in addition to all other sums provided by law.

**18.7 Inspection.** Landlord shall have the right to enter upon the Leased Premises for inspecting Tenant's compliance with this Lease or to perform needed repairs. Entry shall be at reasonable times following notice to Tenant except in case of emergency.

**18.8 Entire Agreement.** This Lease contains the entire agreement between the parties concerning the Property and supersedes all prior agreements, oral and written. This Lease may be modified only in writing, signed by the parties.

**19. Waiver.** No waiver of any right arising out of a breach of any covenant, term or condition of this Lease shall be a waiver of any right arising out of any other or subsequent

breach of the same or any other covenant, term or condition or a waiver of the covenant, term, or condition itself.

**20. Counsel.** Each of the parties acknowledges that they have had the opportunity to be represented by counsel in connection with the preparation, review, and execution of this Lease. The rule of construction that a written agreement is construed against the party preparing or drafting the agreement shall specifically not be applicable to the interpretation of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD

TENANT

City of Stayton

New Growth Ministries

\_\_\_\_\_  
By: Julia Hajduk  
Title: City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Carmelle Bielenberg  
Title: President  
Date: \_\_\_\_\_

**City of Stayton/ New Growth Ministries Teen Center Lease  
Exhibit A**



**Tammy Bennett**

---

**From:** Julia Hajduk  
**Sent:** Monday, July 17, 2023 2:01 PM  
**To:** Tammy Bennett; Alissa Angelo  
**Subject:** FW: Teen Center Lease

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**From:** David Nielson <dnielson@wvi.com>  
**Sent:** Saturday, July 15, 2023 6:48 PM  
**To:** Brian Quigley <bquigley@staytonoregon.gov>  
**Cc:** Julia Hajduk <jhajduk@staytonoregon.gov>  
**Subject:** Teen Center Lease

**CAUTION:** This email originated from **Outside Your Organization**. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

Mayor Quigley and City of Stayton,

I am definitely against provision "3.1.2 Other Uses" that is included in the newly proposed Teen Center lease renewal. This is an incredibly open-ended provision that really grants them carte blanche use of the premises and surrounding grounds outside of open center hours for purposes other than a teen center. As written, it actually seems to supersede the basic provision of 3.1. This new subsection is simply not needed for them to continue operating as a teen center, seems to have nothing to do with the operation of a teen center, and should be removed from the proposed agreement.

David Nielson  
2069 Cardinal Avenue  
Stayton, Or



# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): Miguel Vallas

Address: 2299 woodcock ave stayton

Street

City

State

Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject not on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: \_\_\_\_\_

**PUBLIC HEARING – TOPIC:** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Comments are limited to 3 minutes or less.**

1063  
Homeless issue



# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): Greg Pease

Address: 145 W Virginia Stayton 97383  
Street City State Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject **not** on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: \_\_\_\_\_

**PUBLIC HEARING – TOPIC:** 1063 / 1068

*HOMELESS  
TASK FORCE*

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments are limited to 3 minutes or less.**



# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): DEONNA FRITZ

Address: 12326 Golf Lane SE Selma OR 97385  
Street City State Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject not on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: \_\_\_\_\_

*Homeless  
TRSE Fairs*

**PUBLIC HEARING – TOPIC:** \_\_\_\_\_

Comments: Home lessness + TEEN Center / Children Middleschool  
Regarding WATER Safety

**Comments are limited to 3 minutes or less.**



# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): Chris Lemke

Address: 42240 Kingston Lyons Dr Stayton OR 97393  
Street City State Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject **not** on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: \_\_\_\_\_

*Homeless Issue*

**PUBLIC HEARING – TOPIC:** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Comments are limited to 3 minutes or less.*





# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): Cosy Rhinevault

Address: 41241 Nanitau Rd SE Stayton OR 97383  
Street City State Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject **not** on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: Camping ordinance

*Howell  
156611*

**PUBLIC HEARING – TOPIC:** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Comments are limited to 3 minutes or less.*



# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): Deb Glander

Address: 413 N 5th Ave Stayton OR 97383  
Street City State Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject **not** on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: Homeless Ord

*Homeless  
Issue*

**PUBLIC HEARING – TOPIC:** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Comments are limited to 3 minutes or less.**



# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): Katrina Elser - Casas

Address: representing 2800 Kandle Way Stayton OR 97383  
Street City State Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject **not** on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: Teen Center

*TEEN CENTER*

**PUBLIC HEARING – TOPIC:** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Comments are limited to 3 minutes or less.**

*1268 - →*



# REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to the City staff prior to the opening of the meeting. This document is a public record. **Comments are limited to 3 minutes for all options below.**

Name (please print): Denise Busch

Address: 1435 Highland Dr Stayton OR 97383  
Street City State Zip

I wish to speak during:

**PUBLIC COMMENT** (Speak on a subject **not** on the Council agenda.)

**GENERAL BUSINESS:** (Speak on an item on the current Council agenda.)

Agenda Item: Teen Center

**PUBLIC HEARING – TOPIC:** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Comments are limited to 3 minutes or less.*