



AGENDA
STAYTON CITY COUNCIL
Monday, August 21, 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/-kcQELCRBsI>

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 **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 **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 **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. July 17, 2023 City Council Regular Session Minutes
- b. August 7, 2023 City Council Work Session Minutes
- c. Resolution No. 1069 Modification to Teen Center Lease

7. PRESENTATIONS

- a. Summer Reading Program – Janna Moser
- b. New Staff Introductions – Julia Hajduk & Gwen Johns

8. PUBLIC HEARING**Ordinance No. 1064 Vacation of Alleyway between N First Ave and N Second Ave****ACTION**

- a. Commencement of Public Hearing
- b. Staff Introduction & Report
- c. Applicant Presentation
- d. Questions from the Council
- e. Proponents' Testimony
- f. Opponents' Testimony
- g. Neutral/Other Testimony
- h. Questions from the Council
- i. Applicant Summary
- j. Staff Summary
- k. Close of Hearing
- l. Council Deliberation
- m. Council Decision on Ordinance No. 1064

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

AUGUST 2023				
Monday	August 21	City Council	7:00 p.m.	https://youtu.be/-kcQELCRBsI
Monday	August 28	Planning Commission	7:00 p.m.	Stayton Community Center
SEPTEMBER 2023				
Monday	September 4	CITY OFFICES CLOSED IN OBSERVANCE OF LABOR DAY		
Tuesday	September 5	City Council – Cancelled	7:00 p.m.	https://youtu.be/Sh90-oaxSvE
Wednesday	September 6	Parks and Recreation Board - Cancelled	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.	https://youtu.be/xqqosse-n8U
Wednesday	September 20	Library Board	6:00 p.m.	Stayton Public Library
Monday	September 25	Planning Commission	7:00 p.m.	Stayton Community Center
OCTOBER 2023				
Monday	October 2	City Council	7:00 p.m.	https://youtu.be/BiWS-hc-Gp4
Tuesday	October 3	Parks and Recreation Board	6:00 p.m.	Stayton Public Works – Conference Room
Monday	October 9	Homeless Task Force	6:00 p.m.	Stayton Community Center
Monday	October 16	City Council	7:00 p.m.	https://youtu.be/5HXH_1nWY60
Wednesday	October 18	Library Board	6:00 p.m.	Stayton Public Library
Monday	October 30	Planning Commission	7:00 p.m.	Stayton Community Center
NOVEMBER 2023				
Monday	November 6	City Council	7:00 p.m.	https://youtu.be/laj6X5AkBnQ
Tuesday	November 7	Parks and Recreation Board	6:00 p.m.	Stayton Community Center
Friday	November 10	CITY OFFICES CLOSED IN OBSERVANCE OF VETERANS DAY		
Monday	November 13	Homeless Task Force	6:00 p.m.	Stayton Community Center
Wednesday	November 15	Library Board	6:00 p.m.	Stayton Public Library
Monday	November 20	City Council	7:00 p.m.	https://youtu.be/VPngCbAsMNg
Thursday	November 23	CITY OFFICES CLOSED IN OBSERVANCE OF THANKSGIVING HOLIDAY		
Friday	November 24			
Monday	November 27	Planning Commission	7:00 p.m.	Stayton Community Center
DECEMBER 2023				
Monday	December 4	City Council	7:00 p.m.	https://youtu.be/FZtlg_EttoY
Tuesday	December 5	Parks and Recreation Board	6:00 p.m.	Stayton Community Center
Monday	December 11	Homeless Task Force	6:00 p.m.	Stayton Community Center
Monday	December 18	City Council	7:00 p.m.	https://youtu.be/8SvH8DxlWqY
Wednesday	December 20	Library Board	6:00 p.m.	Stayton Public Library
Monday	December 25	CITY OFFICES CLOSED IN OBSERVANCE OF CHRISTMAS HOLIDAY		
Tuesday	December 26	Planning Commission	7:00 p.m.	Stayton Community Center

**City of Stayton
City Council Minutes
July 17, 2023**

LOCATION: STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON
Time Start: 7:01 P.M. **Time End:** 9:03 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	Lance Ludwick, Public Works Director
Councilor Jordan Ohrt (excused)	James Brand, Finance Director
Councilor David Patty	Gwen Johns, Police Captain
Councilor Steve Sims	Janna Moser, Library Director
	Tammy Bennett, Office Specialist

AGENDA	ACTIONS
REGULAR MEETING	
Announcements	
a. Additions to the agenda	Mayor Quigley added Merit Increase for City Manager to agenda under General Business.
b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	Council Sims declared ex parte contact regarding Resolution No. 1068.
Appointments	None.
Public Comment	Written comment received was distributed to Council prior to the meeting and posted to the City Council's page on the City website.
a. Miguel Valles, 2289 Woodcock Ave.	Public comment received was concerning Ordinance 1063, Amendment to Municipal Code related to Camping and Compliance with ORS 195.530.
b. Greg Pease, 145 W Virginia	
c. Deonna Frichtl, 12326 Golf Lane SE, Sublimity	
d. Chris Lemke, 42240 Kingston Lyons Dr.	
e. Aaron Frichtl, 12326 Golf Lane SE, Sublimity	
f. Corey Rhinevault, 41241 Manita Rd. SE	
g. Deb Glander, 413 N. 5th Ave.	
h. Katrina Elser-Casas, 2800 Kindle Way	Spoke in favor of the Teen Center Lease.
Consent Agenda	
a. June 19, 2023 City Council Work Session Minutes	Motion from Councilor Patty, seconded by Councilor Giglio, to approve the consent agenda as presented. Motion passed 4:0.
b. June 19, 2023 City Council Regular Session Minutes	
Presentations	None.

General Business

Ordinance No. 1063 Amendments to Municipal Code to Camping and Compliance with ORS 195.530 Second Reading

a. Staff Report – Julia Hajduk

Ms. Hajduk reviewed the staff report and gave a presentation.

b. Public Comment

- Deonna Frichtl, *12326 Golf Lane SE, Sublimity*

Ms. Frichtl asked for clarification of locations for Ordinance No. 1063 amendments.

- Dan Morgan, *1695 Cardinal Ave.*

Mr. Morgan addressed the fire danger caused by campers.

- Karen Kintz, *741 Fox St.*

Ms. Kintz asked for clarification that Wildlife Meadows Park was in the category of developed parks.

- Aaron Frichtl, *12326 Golf Lane SE, Sublimity*

Mr. Frichtl asked if school district land is considered public land.

c. Council Discussion

Council discussion regarding allowed camping locations; enforcement; daytime camping ban; and 24-hour camping time restriction.

d. Council Decision

Motion from Councilor Patty, seconded by Councilor Giglio to amend Ordinance No. 1063 to include Neitling Park as a developed park. **Motion passed 4:0.**

Motion from Councilor Giglio, seconded by Councilor Sims to amend sub section 10 in 8.12.040 to state except as authorized by 8.12.020 where camping is prohibited no person shall camp between the hours of 8:00 a.m. and 8:00 p.m. **Motion passed 3:1 (McDonald).**

Motion from Councilor Patty, seconded by Councilor Giglio to approve Ordinance No. 1063 with modifications. **Motion passed 4:0.**

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

a. Staff Report – Julia Hajduk

Ms. Hajduk reviewed the staff report.

b. Public Comment

None.

c. Council Discussion

Council questions and discussion around the use of the Teen Center.

d. Council Decision

Motion from Councilor Patty, seconded by Councilor Giglio to approve Resolution No. 1068 as presented. **Motion passed 4:0.**

<p>Merit Increase for City Manager</p> <ul style="list-style-type: none"> a. Council Report – David Patty b. Council Discussion c. Council Decision <p>Update on Ida Street Sewer Capacity Issues</p> <ul style="list-style-type: none"> a. Presentation – Lance Ludwick b. Public Comment c. Council Discussion 	<p>Councilor Patty reported on meeting with Ms. Hajduk. None.</p> <p>Motion from Councilor Patty, seconded by Councilor McDonald to provide a 3% merit salary increase for the City Manager, effective July 1, 2023 and authorize the Mayor to document this decision with the City Manager. Motion passed 4:0.</p> <p>Mr. Ludwick presented an overview of Ida Street Sewer Capacity issues. Ms. Hajduk spoke of the timeline and costs. None.</p> <p>Council discussion regarding current developments and overall costs.</p>
<p>Communications from City Staff</p> <ul style="list-style-type: none"> a. City Manager Updates / Announcements 	<p>Chief Johns provided a Police Department update. National Night Out is scheduled for August 1, 2023.</p> <p>Mayor Quigley stated that he would like to see the City sponsor National Night Out next year.</p>
<p>Communications from Mayor and Council</p>	<p>Councilor Patty thanked Ms. Hajduk for her work with the Homeless Task Force.</p> <p>Mayor Quigley shared his interest in the Boards and Committees of the City to set or identify their goals and objectives and share with Council.</p>

APPROVED BY THE STAYTON CITY COUNCIL THIS 21st DAY OF AUGUST 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

**Stayton City Council
Work Session
August 7, 2023**

LOCATION: STAYTON COMMUNITY CENTER, 400 W. VIRGINIA STREET, STAYTON

Time Start: 6:00 P.M.

Time End: 7:07 P.M.

MEETING ATTENDANCE LOG

	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor David Giglio (excused)	Alissa Angelo, Assistant City Manager
Councilor Ben McDonald	James Brand, Finance Director
Councilor Jordan Ohrt	Gwen Johns, Police Chief (excused)
Councilor David Patty (excused)	Lance Ludwick, Public Works Director
Councilor Steve Sims	Janna Moser, Library Director (joined at 6:22 p.m.)
	Tammy Bennett, Office Specialist (excused)

AGENDA	ACTIONS
Santiam Water Control District Water Delivery Contract	Ms. Hajduk provided an update on the City’s work with the Santiam Water Control District on the Water Deliver Contract.
Wilderness Park Update	Ms. Hajduk gave an update on meetings with the Santiam Water Control District regarding Wilderness Park. Discussion of funding from Marion County, ongoing costs to the City for annual maintenance, and potential lease costs.
ARPA Fund Use	Ms. Hajduk reviewed the memo on ARPA fund options emailed to Council prior to the meeting. Discussion among Council of recommended projects.
City Attorney Request for Proposals	Ms. Hajduk reviewed the previous City Attorney request for proposals and received input from Council on edits to the document.

APPROVED BY THE STAYTON CITY COUNCIL THIS 21ST DAY OF AUGUST 2023, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____
Brian Quigley, Mayor

Date: _____

Attest: _____
Julia Hajduk, City Manager

Date: _____

Transcribed by: _____
Alissa Angelo, Assistant City Manager



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

TO: Mayor Brian Quigley and the Stayton City Council
FROM: Julia Hajduk, City Manager
DATE: August 15, 2023
SUBJECT: RESOLUTION AUTHORIZING A MODIFICATION TO THE LEASE FOR PROPERTY AT 2800 KINDLE WAY SE FOR USE AS A TEEN CENTER

BACKGROUND INFORMATION

The City Council authorized signing a lease with the teen center in July via resolution 1068. That resolution specifically stated that the City Manager was authorized to sign the lease shown in Exhibit A rather than stating a lease that was substantially similar to the lease shown in Exhibit 1. Apparently, the wrong version of the lease was attached to the resolution and there was one change prepared by the City Attorney and agreed upon by both parties that was not reflected in the version attached and approved by Council. The specific change was in Section 8.2 regarding insurance. As approved the Section reads:

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.

As both parties recommend, it should read:

8.2 Property Insurance. During the term of this Lease, Landlord will at its expense, carry and maintain property insurance covering the Leased Premises in an amount within the discretion of Landlord.

Upon discussion, the City staff realized that we had historically not insured the structure and, given that this was an asset of ours, it was appropriate that we insure it and have control over whether and how it is replaced in the event of a fire. The tenant is still required to hold insurance, just not be the sole providers of the insurance. A copy of the revised lease is attached as Exhibit 1 to the attached resolution.

FISCAL IMPACT

N/A

OPTIONS AND MOTIONS

Consent agenda approval; no motion necessary.

If discussion is desired, remove from consent.



RESOLUTION NO. 1069

A RESOLUTION AUTHORIZING A MODIFICATION TO THE LEASE FOR PROPERTY AT 2800 KINDLE WAY SE FOR USE AS A TEEN CENTER

WHEREAS, the City owns property at 2800 Kindle Way SE that has been leased by New Growth Ministries for operation of a Teen Center since 2018; and

WHEREAS, Council authorized the lease via Resolution 1068; and

WHEREAS, it was determined that a modification to Section 8.2 was needed to reflect the intended understanding of both parties; and

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. the City Manager is authorized to sign the lease included as Exhibit 1 to this resolution.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 21st DAY OF AUGUST 2023.

Signed: _____, 2023

By: _____

Mayor Brian Quigley, Mayor

Signed: _____, 2023

Attest: _____

Julia Hajduk, City Manager

**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 August 1, 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 (TSCA), 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 Property Insurance. During the term of this Lease, Landlord will at its expense, carry and maintain property insurance covering the Leased Premises in an amount within the discretion of Landlord.

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 3rd 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: Katrina Casas
Title: Director
Date: _____



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

TO: Mayor Brian Quigley and the Stayton City Council
FROM: Jim Jacks, Interim Director of Planning and Development
DATE: August 21, 2023
**SUBJECT: Public Hearing and Consideration of Ordinance regarding
Vacation of an alleyway**

ISSUE

The issue before the City Council is a public hearing to be followed by consideration of Ordinance 1064 to vacate the alleyway between N First Ave and N Second Ave, running from E Hollister St to E Pine St.

BACKGROUND INFORMATION

Attached is an application from Dark Horse Enterprises LLC requesting the City vacate the above-referenced alley.

The alley requested to be vacated is shown below, in a March 2020 aerial photo:



Note that since the photo was taken some of the buildings on the north side of the block have been demolished.

The application includes the signatures of the owners of all properties adjacent to the right of way proposed for vacation and the signatures of owners of two thirds of the “affected land.” The statute requires the signatures of all adjacent owners and defines the affected land as property that is 200 feet either side of the right of way to be vacated and within 400 feet of each end of the right of way to be vacated.

Notice of this evening’s public hearing was published in the Statesman Journal for two consecutive weeks and a sign was posted at each end of the alley, as is required by statute. In addition, notice of each the Planning Commission’s and the City Council’s hearing was mailed to neighboring property owners. Requests for comments were sent to Public Works, Police, school district, the private franchise utilities and various county agencies, as is routine for all land use applications

Vacation of rights of way is not included in the Land Use and Development Code; therefore there are no criteria in the Code that the City Council must determine are met. ORS 271.120 provides that the City Council may grant the request for vacation “if they find the public interest will [not] be prejudiced.”

The alley was dedicated to the public in 1940 as part of the Pines Addition to Stayton. The alley is 15 feet wide except where the applicant dedicated additional land in 2018 to create a 16-foot wide alley.

SCTC reports their facilities in the alley were used to feed the original addresses. If the parcels are not going to be combined into one lot, they would like an easement to serve the lots. Northwest Natural Gas has indicated they are not affected by the proposal.

The alley is currently drivable for its entire length. The surface area of the south half is asphalt pavement, constructed by the applicant with the construction of their veterinary clinic in 2018. The north half of the alley is gravel-surfaced.

The Planning Commission held a public hearing on this request on July 31. At the public hearing there was testimony from the applicant. There was no opposition to vacating the alley expressed at the Planning Commission’s hearing. There has been no written correspondence regarding the application.

STAFF RECOMMENDATION

The staff recommendation is for the City Council to vacate the alley.

The Planning Commission has recommended that the City Council vacate the alley. Their recommendation is attached.

OPTIONS AND MOTIONS

Staff has provided the City Council with a number of options, each with an appropriate motion. The Planning Department recommends the first option.

1. The alley be vacated, adopting Ordinance 1064 as presented.

Move to approve Ordinance No 1064 as presented.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the vote is unanimous, Ordinance No. 1064 is enacted and will be presented to the Mayor for his approval.

If the vote is not unanimous, Ordinance No. 1064 will be brought before the Council for a second consideration at the September 18, 2023 meeting.

2. The alley be vacated, adopting Ordinance 1064 with modifications

Move to approve Ordinance No. 1064 with the following changes ... and direct staff to incorporate these changes into the Ordinance before the Ordinance is presented to the City Council for a second consideration.

The City Recorder shall call the roll and the names of each Councilor present and their vote shall be recorded in the meeting minutes. If the first consideration is approved, Ordinance No. 1064 will be brought before the Council for a second consideration at the September 18, 2023 meeting.

3. Retain the alley

Move to deny the application to vacate the alley and direct staff to prepare an Order making findings to support such a decision to present to the City Council for adoption on September 18, 2023.

4. Continue the hearing until September 18, 2023.

I move the City Council continue the public hearing until September 18, 2023.

5. Close the hearing but keep the record open for submission of written testimony.

I move the Stayton City Council close the hearing on the application to vacate the alley but maintain the record open to submissions by the applicant until September 4, allowing 7 days for review and rebuttal and then an additional 7 days for the applicant to reply, with final closure of the record on September 18, 2023.

6. Close the hearing and record, and continue the deliberation to the next meeting.

I move the Stayton City Council continue the deliberation on the application to vacate the alley until September 18, 2023.

**CITY OF STAYTON
PETITION FOR VACATION OF STREET OR ALLEY**

Daryl Horse Enterprises, LLC HEREBY PETITIONS the City Council of the City of Stayton, Oregon to vacate the following described street or alley located within the city limits of the City of Stayton, Marion County, Oregon. To wit:

Alley between N. First Ave & N
Scott Ave, running from E Hollister
to E pine St.

Reasons for submission of petition for street/alley vacation:

To allow for potential construction
related to Stayton Veterinary Hospital

If vacation is granted, the vacated area will be used for:

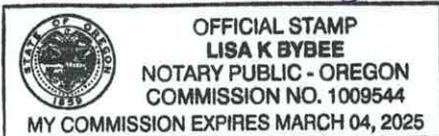
Expansion veterinary hospital facilities

The signatures attached to this petition as Attachment A and Attachment B, which are incorporated herein by this reference, represent the consent of all owners of land abutting the street/alley for which vacation is proposed, and the consent of landowners of not less than two-thirds of the area of real property, as defined by ORS 271/080(2), affected by this petition.

Date: 6-12-23 By: [Signature] member

STATE OF OREGON)
County of Marion) ss.

On this 12 day of June, 2023 personally appeared before me the above-named Michael J Reynolds and Jeffrey W. Brubaker and acknowledged the foregoing to be (his/her) voluntary act and deed.



Lisa K Bybee
Notary Public for Oregon
My Commission expires: 3-4-25

Dan Fleishman

From: John Ashley, P.E. <jashley@ashleyengr.com>
Sent: Friday, July 14, 2023 3:06 PM
To: Lance Ludwick; Dan Fleishman
Subject: RE: Request for Comments on petition to vacate an alley

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.

Dan,
Regarding the storm drainage catch basin and storm drain pipe in the alley to E. Hollister Street, I do not have any comments on those other than if the City does approve vacation of the alley, I suggest that the applicant assume all responsibility for the existing stormwater facilities within the former alley, including operation and maintenance responsibilities for those existing stormwater facilities.

John Ashley, P.E.
Civil Engineer
Ashley Engineering Design, P.C.
Office: 503-864-9404
Cell: 971-241-3861
www.ashleyengr.com

From: Lance Ludwick <ludwick@staytonoregon.gov>
Sent: Friday, July 14, 2023 12:05 PM
To: John Ashley, P.E. <jashley@ashleyengr.com>
Subject: RE: Request for Comments on petition to vacate an alley

I do agree John. Dan needs to highlight that in his Staff Report, but I agree.

Regards,

Lance S. Ludwick P.E.
Director of Public Works
City of Stayton
311 N. Third Avenue
Stayton, Oregon 97383
503-769-2919

The information contained in this e-mail is intended only for the individual or entity to whom it is addressed. Its contents (including any attachments) may contain confidential and/or privileged information. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this e-mail in error, please notify the sender by reply e-mail and delete and destroy the message.

From: John Ashley, P.E. <jashley@ashleyengr.com>
Sent: Friday, July 14, 2023 11:57 AM

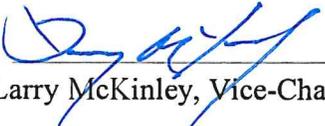
6. The Public Works Department, through the City Engineer, has submitted comments stating that if the alley is vacated, the applicant will assume responsibility for maintenance of the stormwater facilities in the former alley.

IV. PUBLIC COMMENTS

Property owners within 300 feet of the alley were notified of the hearing. The Planning Department received no written comments prior to the public hearing.

V. ORDER

Based on the findings of fact, the Planning Commission voted on July 31, 2023 to recommend to the City Council that the alley be vacated.


 Larry McKinley, Vice-Chairperson

8/11/2023
 Date


 Jim Jacks, Interim Planning Director

8/3/23
 Date

ORDINANCE 1064

AN ORDINANCE VACATING AN ALLEYWAY IN THE CITY OF STAYTON, MARION COUNTY, OREGON

WHEREAS, ORS 271.080(1) provides that whenever any person interested in any real property in an incorporated city desires to vacate all or part of any street, such person may file a petition setting forth a description of the ground to be vacated; the reason for such vacation; and, the purpose for which the ground is proposed to be used;

WHEREAS, ORS 271.080(2) provides that appended to such petition, and as a basis for granting the same, must be the written and authorized consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected;

WHEREAS, Dark Horse Enterprises LLC has filed a Petition requesting that the alleyway between N First Ave and N Second Ave running between E Hollister St and E Pine St be vacated;

WHEREAS, the purpose and reason for the street vacation is to revert ownership of the vacated street portion to the respective Petitioner, so that they can utilize the property for the expansion of their veterinary clinic;

WHEREAS, appended to such Petition was the written and authorized consent of the owners of the abutting properties and of over two-thirds in area of the real property affected;

WHEREAS, on July 31, 2023 the Stayton Planning Commission did conduct a public hearing and following the public hearing recommended to the City Council that the subject alleyway be vacated;

WHEREAS, August 21, 2023, the Stayton City Council did conduct a public hearing concerning the proposed vacation at which public testimony and the written record were received and considered; and

WHEREAS, at the conclusion of the public hearing the Stayton City Council determined that it was in the public interest to vacate the subject alley;

NOW, THEREFORE the Stayton City Council hereby ordains as follows:

Section 1. The alley between N First Ave and N Second Ave, running between E Hollister St and E Pine Street, located in block 6 of the Pines Addition as recorded in Marion County Records Book of Town Plats Volume 13, Page 29, is hereby vacated.

Section 2. The public storm drain system in the alley is hereby vacated and the applicant shall be responsible for the operation and maintenance of the storm drain system in the alley.

Section 3. This Ordinance shall take effect 30 days after adoption by the Stayton City Council and the Mayor’s signing and shall be recorded in the Marion County Deed Records.

ADOPTED BY THE STAYTON CITY COUNCIL THIS 21st DAY OF AUGUST 2023

CITY OF STAYTON

Date: _____, 2023

By: _____
Brian Quigley, Mayor

Date: _____, 2023

Attest: _____
Julia Hajduk, City Manager

Tammy Bennett

From: Gene Spencer <gene.spencer@rocketmail.com>
Sent: Monday, August 21, 2023 4:46 PM
To: City Government
Subject: Homeless Camp

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.

Mr. Mayor, I respectfully request that the City Council consider a recommendation for securing the homeless campsite. The closest resident to the campsite is my son, his wife and two young daughters. Their home is a mere 9 feet from the border of the campsite. They reside at 213 Oak Street.

I suggest a chain link fence be installed at the end of Oak Street to prevent entrance to the campsite at that point. I would also suggest the campsite be totally fenced in with the only entrance adjacent to the firehouse. This recommendation will assure the safety of all residents on Oak Street.

Your consideration in this matter will be greatly appreciated by all residents on Oak Street.

Regards

Sent from my iPhone



REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to 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): CHRISTOPHER WALKER

Address: 155 S EVERGREEN STAYTON OR 97383

Street

City

State

Zip

Email: trkrbud@hotmail.com

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: HOMELESS CAMPING

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): Sosh Spencer

Address: 213 N. OAK AVE STAYTON OR 97383

Email: Sosh_Spencer9@yahoo.com

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.



REQUEST FOR RECOGNITION

If you wish to speak before the City Council, please fill out this form and hand it to 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): Ray Hanna

Address: 237 N. OAK AVE Stanton 97383

Email: raydhanne@hotmail.com

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.