



AGENDA
STAYTON CITY COUNCIL
Monday, November 6, 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/laj6X5AkBnQ>

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 comments.
- **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**
 - a. VFW Santiam Canyon Post 5638
 3. **ANNOUNCEMENTS**
 - a. Additions to the agenda
 - b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.
 4. **APPOINTMENTS**
 - a. Library Board Appointment – Lauren Mulligan
 5. **PUBLIC COMMENT**

6. CONSENT AGENDA

- a. October 16, 2023 City Council Regular Session Minutes
- b. Resolution No. 1073, 2023 TMDL Matrix, 2023-2028 5-Year TMDL Matrix
- c. Resolution No. 1074, Authorizing Renewal of a Lease at 350 N. Third Avenue for Operation of the Star Cinema

7. PRESENTATIONS

- a. Community Partner – VFW Santiam Canyon Post 5638

8. PUBLIC HEARING**Resolution No. 1075, Establishing Rates for Solid Waste Management**

- a. Staff Report – Julia Hajduk
- b. Open Public Hearing
- c. Public Hearing
- d. Close Public Hearing
- e. Council Deliberation
- f. Council Decision on Resolution No. 1075

9. GENERAL BUSINESS**Resolution No. 1076, Authorizing a Franchise Agreement with Comcast****ACTION**

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

Fiscal Year 2023-24 Quarter 1 Finance Report**INFORMATIONAL**

- a. Staff Report – James Brand
- b. Public Comment
- c. Council Discussion

10. COMMUNICATION FROM CITY STAFF**11. COMMUNICATION FROM MAYOR AND COUNCIL****12. 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

NOVEMBER 2023				
Monday	November 6	City Council Executive Session	5:30 p.m.	Stayton Public Library
Monday	November 6	City Council Work Session	6:00 p.m.	Stayton Public Library
Monday	November 6	City Council	7:00 p.m.	https://youtu.be/laj6X5AkBnQ
Tuesday	November 7	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Friday	November 10	CITY OFFICES CLOSED IN OBSERVANCE OF VETERANS DAY		
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.	Public Works / Planning Offices
Monday	December 18	City Council	7:00 p.m.	https://youtu.be/8SvH8DxiWqY
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
JANUARY 2024				
Monday	January 1	CITY OFFICES CLOSED IN OBSERVANCE OF NEW YEARS DAY HOLIDAY		
Tuesday	January 2	City Council	7:00 p.m.	https://youtube.com/live/azlk5neAH7Q
Tuesday	January 9	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	January 15	CITY OFFICES CLOSED IN OBSERVANCE OF MARTIN LUTHER KING JR. HOLIDAY		
Tuesday	January 16	City Council	7:00 p.m.	https://youtube.com/live/WiJF2Po73zl
Wednesday	January 17	Library Board	6:00 p.m.	Stayton Public Library
Monday	January 29	Planning Commission	7:00 p.m.	Stayton Community Center
FEBRUARY 2024				
Monday	February 5	City Council	7:00 p.m.	https://youtube.com/live/DvYbtXp_qIM
Tuesday	February 6	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Wednesday	February 14	Library Board	6:00 p.m.	Stayton Public Library
Monday	February 19	CITY OFFICES CLOSED IN OBSERVANCE OF PRESIDENTS' DAY HOLIDAY		
Tuesday	February 20	City Council	7:00 p.m.	https://youtube.com/live/QDm_gphtm6k
Tuesday	February 26	Planning Commission	7:00 p.m.	Stayton Community Center
MARCH 2024				
Monday	March 4	City Council	7:00 p.m.	https://youtube.com/live/SlrzRPKDPw8
Tuesday	March 5	Parks and Recreation Board	6:00 p.m.	Public Works / Planning Offices
Monday	March 18	City Council	7:00 p.m.	https://youtube.com/live/7u1U0wpt_JU
Wednesday	March 20	Library Board	6:00 p.m.	Stayton Public Library
Tuesday	March 25	Planning Commission	7:00 p.m.	Stayton Community Center



RECEIVED
City of Stayton

SEP 29 2023

CITY OF STAYTON

APPLICATION FOR COMMISSION/COMMITTEE

150 N Third Ave
Stayton OR 97383

NAME OF COMMISSION/COMMITTEE:

Library Board

PLEASE CHECK ONE:

- New Applicant
 Application for reappointment

Years resided in Stayton: _____

PLEASE PRINT

Name Lauren Mulligan

Address 1530 Eagle St. Stayton Home Ph# _____

Email Address doonie.mulligan@hotmail.com Cell Ph# 503-931-9781

Occupation Public Affairs Specialist

Place of Employment State of Oregon

Business Address _____

Phone _____ Email _____

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

I enjoyed my past experience serving on the library board. As a lifelong user of libraries and avid reader I'm familiar with all the ways libraries build up communities.

I have almost 15 years experience working in public relations and have a clear understanding of government transparency.

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

I want to help the library continue to offer exceptional services to our community. I like to help plan outreach and provide input on what services seem to resonate well with community members. I volunteer where I can!

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

Continued excellent community events and engagement of children and new readers.

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

Previous library board member.

AAMVA Region 4 chair of Public Affairs and Customer Engagement committee.

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

No.

6. How did you learn about this vacancy?

_____ Our Website X Word of mouth _____ Other

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

No.

Signature of Applicant Lawn Muller Date 9/29/23

PLEASE RETURN TO: City of Stayton
362 N. Third Avenue
Stayton, OR 97383

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

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION

**City of Stayton
City Council Minutes
October 16, 2023**

LOCATION: STAYTON COMMUNITY CENTER, 400 W. VIRGINIA, STAYTON
Time Start: 7:02 P.M. **Time End:** 8:01 P.M.

COUNCIL MEETING ATTENDANCE LOG

COUNCIL	STAYTON STAFF
Mayor Brian Quigley	Julia Hajduk, City Manager
Councilor David Giglio (excused)	Alissa Angelo, Assistant City Manager
Councilor Ben McDonald	Lance Ludwick, Public Works Director
Councilor Jordan Ohrt	Gwen Johns, Police Chief
Councilor David Patty	Janna Moser, Library Director
Councilor Stephen Sims	James Brand, Finance Director
	Jennifer Siciliano, Community & Economic Development Director (Zoom)

AGENDA	ACTIONS
REGULAR MEETING	
Announcements	
a. Additions to the agenda	None.
b. Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.	None.
Appointments	None.
Public Comment	None.
Consent Agenda	
a. October 2, 2023 City Council Work Session Minutes	Motion from Councilor Patty, seconded by Councilor Ohrt, to approve the consent agenda as presented. Motion passed 5:0.
b. October 2, 2023 City Council Regular Session Minutes	
Presentations	
a. Marion County Sheriff Nick Hunter	Sheriff Hunter spoke about the Marion County Sheriff's agency's work with the Stayton community and Marion County as a whole. Council question regarding victim's advocacy in Marion County. Sheriff Hunter responded.
General Business	
Ordinance No. 1065, Amending Municipal Code Related to Camping	
a. Staff Report – Julia Hajduk	Ms. Hajduk reviewed the staff report.
b. Public Comment	<i>Deb Glanders (413 N. Fifth Avenue)</i> spoke in opposition to any expansion of services proposed by the Homeless Task Force.

<p>c. Council Discussion</p> <p>d. Council Decision</p>	<p><u>Mary Scott (1832 Kent Avenue)</u> spoke in opposition of the Wilco Road location.</p> <p>Council discussion on ordinance; hour timeframe for camping; possibility of a secondary location; frequency of patrols; enforcement outside of camping hours; 72-hour parking; and homeless task force recommendations regarding services.</p> <p>Motion from Councilor Giglio, seconded by Councilor Ohrt, to amend proposed Ordinance No. 1065, section 8.12.120(1) to read 8:00 p.m. to 7:00 a.m.</p> <p><u>Discussion:</u> Councilor McDonald reiterated the reasoning behind the task force recommendation. Further Council discussion.</p> <p>Councilor Ohrt withdrew her second.</p> <p>Motion from Councilor Giglio, seconded by Councilor Ohrt, to amend proposed Ordinance No. 1065, section 8.12.120(1) to read 8:00 p.m. to 7:30 a.m.</p> <p><u>Discussion:</u> Councilor discussion on allowable camping time frame.</p> <p>Motion passed 4:1 (McDonald).</p> <p>Further Council discussion of location.</p> <p>Motion from Councilor Patty, seconded by Councilor Sims, to approve Ordinance No. 1065 as amended.</p> <p><u>Discussion:</u> Councilors Ohrt, Giglio, and McDonald shared why they will vote in favor of this Ordinance. Brief Council discussion of Measure 110 and impact on communities.</p> <p>Motion passed 5:0.</p> <p>Council asked staff to explore some but not all recommendations from the Homeless Task Force.</p>
<p>Communications from City Staff</p>	<p>Ms. Angelo spoke about the lifeguard certification process.</p> <p>Ms. Hajduk shared upcoming events happening in October.</p> <p>Chief Johns shared Coffee with a Cop has been scheduled for November 13th at McDonalds. Additionally, spoke about events coming up in November.</p> <p>Ms. Hajduk shared information from recent conferences she attended.</p>

Communications from Mayor and Council

Councilors Sims, Patty, and Ohrt shared what they took away from the League of Oregon Cities conference last week.

Brief discussion of current openings on Boards and Commissions.

Councilor Giglio offered a reminder to have Israel and Gaza in our thoughts and prayers.

Foothills Church is having a Ha festival on October 29th.

APPROVED BY THE STAYTON CITY COUNCIL THIS 6th DAY OF NOVEMBER 2023, BY A ____ VOTE OF THE STAYTON CITY COUNCIL.

Date: _____

By: _____

Brian Quigley, Mayor

Date: _____

Attest: _____

Julia Hajduk, City Manager



CITY OF STAYTON
MEMORANDUM

TO: Mayor Brain Quigley and the Stayton City Council
FROM: Lance S. Ludwick P.E., Director of Public Works
DATE: November 6th, 2023
SUBJECT: 2023 TMDL Matrix, 2023-2028 5-Year TMDL Matrix and Resolution 1073

ENCLOSURE(S)

- TMDL 2018 -2023 Tracking Matrix
- TMDL 2023-2028 Tracking Matrix
- Resolution 1073

BACKGROUND INFORMATION

As part of a watershed approach to water quality problems, the State of Oregon has developed a Total Maximum Daily Load (TMDL) and Water Quality Management Plan (WQMP) for each water body that does not meet specific water quality standards. The Willamette River is among these water quality impaired bodies of water for parameters of *temperature, mercury, and bacteria*.

The United States EPA approved the Willamette River Basin TMDL (WB-TMDL) on September 29, 2006. In the WB-TMDL, the City of Stayton is listed as a Designated Management Agency (DMA) because it is bordered by Mill Creek and the North Santiam River, which are Willamette River tributaries. As a DMA, Stayton is responsible for water quality within its jurisdiction and is required to submit a TMDL Implementation Plan Annual Matrix Report to the Oregon Department of Environmental Quality (DEQ) under Oregon Administrative Rule 340-042-0080(3).

This report provides a comprehensive description of Stayton's ongoing and planned efforts to reduce targeted pollutant loadings in accordance with the WB-TMDL.

Oregon Statewide Land Use Goals

In 1973 the Oregon State Legislature established statewide standards to be used by local government agencies in land use planning. The intent of the standards was to protect Oregon's natural resources and promote economic development. The Department of Land Conservation and Development (DLCD) was created at that time to be the administrative agency to manage these standards.

Over time, these standards have evolved into a set of 19 Land Use and Planning goals covering everything from Citizen Involvement to the Preservation of Ocean Resources. As not all of the goals directly apply to the WB-TMDL, DEQ has shown interest in the position of Stayton in relation to Statewide Land Use and Planning Goals 5 and 6 because these are the pertinent sections with regard to the Implementation Plan.

Statewide Planning Goal 5 is to protect natural resources, and conserve scenic and historic areas and open spaces. In correlation with this goal, local governments are to adopt programs that will achieve this goal. Part of this is to inventory riparian corridors and establish policies to protect them.

Statewide planning Goal 6 is similar to Goal 5 in that the objective is to maintain and improve the quality of the air, water, and land resources of the state. All waste and process discharges cannot exceed the carrying capacity of the water resources nor degrade nor threaten them.

The City's Comprehensive Plan was updated in 2013 and addresses all of the statewide land use goals. The Comprehensive Plan has been acknowledged by DLCDC to be compliant with the statewide goals. The City's ongoing land use practices, permitting practices, and development code are consistent with the land use goals and the proposed management strategies in the implementation plan.

Existing Water Quality

Stayton's TMDL efforts focus on the waters within the City's jurisdiction which include the Salem Ditch, the North Santiam River, Mill Creek, and the Power Canal (also known as the Stayton Ditch).

The majority of the City's urban impact is on the Salem Ditch, which travels east to west along the south border of the city, then turns north and runs along the Stayton's west border, ultimately discharging to Mill Creek in the northwest corner of the city limits.

Management Strategies

The following sub-sections describe Stayton's management strategies for reducing temperature, mercury, and bacteria. Some of the strategies are already in place and have been identified in their scheduled implementation as 'ongoing'. Strategies that have been selected as part of this plan to fill the gaps have specific implementation dates as chosen by the City according to the resources available. The strategies, along with the benchmarks and schedules, are summarized in the enclosed Tracking Matrix.

- ***Temperature***

The WB-TMDL has established a temperature TMDL to create a healthier environment for salmon and trout species found in the Willamette Basin. There is not one target temperature for the entire basin, because the optimum temperatures vary by location according to the fish habitat designation for the area. DEQ would like to see efforts from Stayton to address temperature concerns through protection, restoration, or creation of riparian vegetation. The effects of temperature loading can be minimized if the waterbody is deep and well shaded.

The City's Land Use and Development Code contains provisions that require riparian setbacks as a measure of protecting the riverbanks and promoting stream health. This code will continue to promote cooler water temperatures as the City develops beyond its current limits. The City's goal is to continue the practice of enforcing the existing land use code through the development review and approval process.

- **Mercury**

Mercury is a pollutant of concern because of its toxicity and its tendency to bioaccumulate. Bioaccumulation is the process by which a substance builds up in concentration in living organisms as they take in contaminated air, water, or food because the substances can only be metabolized very slowly. The toxic effects of mercury poisoning range from debilitation to death.

Mercury is a natural soil component common throughout the Willamette Basin, and soil erosion accounts for nearly half of all the mercury found in the Willamette River and its tributaries. Automobile emissions, dental fillings, light bulbs, and thermometers are a few of the common non-natural sources of mercury.

The City of Stayton has identified sediment in sediment laden stormwater and air pollution as two primary sources of mercury loading in the surrounding waters. To address sediment carried by stormwater, the City will focus on reducing runoff from construction sites, and reducing sediment loads in stormwater through improved maintenance practices.

To reduce sediment loading from stormwater, the City currently sweeps the streets on a regular basis and cleans a portion of the stormwater catch basins and stormwater lines annually.

- **Bacteria**

Bacteria concentrations in water are typically measured by an indicator group of bacteria such as *E. coli* in units of Most Probable Number (MPN) per unit volume. Potential sources of bacteria include failing septic systems, leaking sewer lines, substandard wastewater effluent discharges, pet waste, livestock waste, duck feeding areas, and cross-connections.

Stayton has reviewed the potential sources of bacterial contamination and has determined that pet waste, poorly maintained sewer lines, and cross-connections are the areas on which they will focus their management efforts.

The City has installed pet waste stations in local parks to encourage owners to clean up after their pets. The City plans to inventory these stations to determine quantities, locations, installation years, and other data necessary to assess additional needs. The City will continue to stock and maintain the stations, as well as inventory the existing stations and assess additional needs.

The City currently cleans and inspects the sewer system on a regular basis and makes repairs needed. The goal is to continue this practice and commit to a schedule of cleaning and

inspecting every sewer pipe once every five years. The anticipated outcome of this effort is well maintained lines that will prevent sewage leaking or overflowing and reaching the natural waters surrounding the city.

The specific implementation schedules and benchmarks for each of these strategies are listed in the Tracking Matrix. There are very few changes in the 2023-2028 TMDL Matrix from the 2018-2023 TMDL Matrix.

STAFF RECOMMENDATION

The TMDL line-item matrix recommends that staff present the 2023 TMDL Matrix Report to City Council for approval. Staff recommends approval of the 2023 TMDL Matrix Report, the 5-year 2023-2028 Matrix Report and Resolution 1073 as presented.

OPTIONS & MOTIONS

OPTION 1: Approve Resolution 1073 approving the submittal of the Stayton 2023 TMDL Matrix Report and the 5-Year TMDL Matrix to DEQ as presented.

MOTION: Move to approve Resolution 1073 approving the submittal of the Stayton 2023 TMDL Matrix Report and the 5-Year TMDL Matrix for 2023-2028 to DEQ as presented.

OPTION 2: Approve Resolution 1073 approving the submittal of the Stayton 2023 TMDL Matrix Report and the 5-Year TMDL Matrix for 2023-2028 to DEQ as presented with modifications.

MOTION: Move to approve Resolution 1073 approving of the submittal of the Stayton 2023 TMDL Matrix Report and the 5-Year TMDL Matrix for 2023-2028 to DEQ as presented with the following modifications....



RESOLUTION NO. 1073

AUTHORIZING THE CITY OF STAYTON TO SUBMIT THE STAYTON TOTAL MAXIMUM DAILY LOAD (TMDL) 2023 ANNUAL REPORT MATRIX AND THE 2023-2028 5-YEAR TMDL MATRIX REPORT TO THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

WHEREAS, the United States Environmental Protection Agency approved the Willamette River Basin Total Maximum Daily Load (TMDL) Implementation Plan (WB- TMDL). In the WB-TMDL, Stayton is listed as a Designated Management Agency (DMA) because it is bordered by Mill Creek and the North Santiam River which are Willamette River tributaries. The Willamette River is a water quality impaired body of water for the parameters of temperature, mercury and bacteria;

WHEREAS, as a DMA, Stayton is responsible for the water quality within its jurisdiction and is required to submit a TMDL Implementation Plan to the Oregon Department of Environmental Quality under Oregon Administrative Rule 340-042-0080 (3);

WHEREAS, in 2008 The City of Stayton developed a Willamette Basin Total Maximum Daily Load (TMDL) Implementation Plan which met the intent and requirements for the development of a TMDL Implementation Plan;

WHEREAS, Stayton’s TMDL Implementation Plan is to establish management strategies which will be used to achieve load allocation and reduce pollutant loading. Management strategies, timelines, completion dates for benchmarks, performance monitoring and evidence of compliance are shown on the Stayton TMDL Tracking Matrix that is submitted to DEQ annually;

WHEREAS, Item 25 of the TMDL matrix requires that the TMDL Implementation Plan Matrix be brought forward to the City Council for approval prior to submittal to the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The City Council demonstrates its approval of and support for the submittal of the Stayton 2023 TMDL Matrix Report and the 2023-2028 TMDL Matrix Report to the DEQ.

SECTION 2. The City of Stayton, through its City Manager, shall submit the Stayton TMDL Reports to the DEQ.

This Resolution shall be effective following its adoption by the Stayton City Council.

ADOPTED BY THE STAYTON CITY COUNCIL THIS 6TH DAY OF NOVEMBER 2023.

CITY OF STAYTON

Signed: _____, 2023

BY: _____
Brian Quigley, Mayor

Signed: _____, 2023

ATTEST: _____
Julia Hajduk, City Manager



**City of Stayton
Total Maximum Daily Load (TMDL)
5-Year Report Cover Letter
2018-2023**



September 29, 2023

Prepared By:



The city of Stayton, Oregon (city) has implemented actions over the course of the last five years to address the Willamette River Basin Total Maximum Daily Load (TMDL) which address the seven (7) main categories: variety of sources, solar radiation input, pet waste, municipal sewage, sediment, air depositions, and six (6) control measures for mercury and bacteria. The city works with the Oregon Department of Environmental Quality (DEQ) to track and coordinate needed efforts to meet the city's TMDL Implementation Plan. The enclosed matrix provides a summary of actions to be taken by the city and documentation of the city's success implementing each action. This letter and enclosed matrix document the steps taken to maintain and improve water quality in the receiving water bodies including: Mill Creek, Santiam River, and the Willamette River Basin. The city has implemented and updated the matrix for the past five years, completed a yearly survey as requested by the DEQ, and provides a summary of the successes, challenges, and changes below.

Successes:

- **Variety of Sources:**
 - The city adopted Public Works Design Standard Division 7-Erosion and Sediment Control on November 15, 2021.
 - The \$3 Million Mill Creek Park Regional Stormwater Facility was designed and constructed from 2018-2019. The swale and detention pond are expected to aid in stormwater temperature reduction and suspended solid removal.
 - Some electric vehicle charging stations were provided and installed at Third Avenue city parking lot.
- **Solar Radiation Input:**
 - The city completed an analysis of the effectiveness of the riparian setback in protecting riparian shade using aerial imagery in August 2021 (NROD Analysis).
 - Annual removal of invasive species (i.e., Himalayan blackberries and Scotch broom) on City property along the North Santiam River was completed from 2018 to 2023.
- **Pet Waste:**
 - The city has one (1) dog park, as well as thirteen (13) pet waste disposal stations throughout City parks that are continually monitored. Approximately 12,000 to 15,000 pet waste disposal bags are used on an annual basis by the community.
- **Municipal Sewage:**
 - Annual city cleanup days are held annually in November and December.
 - Volunteers including the local Boy Scout Troop assisted the City with trash pick up and noxious weed removal in 2021.
 - The City hosted debris pick-up volunteer drop-sites after the significant ice storm in February 2021.
 - Approximately 15% of City-owned sewer lines are cleaned annually. From 2018-2023, 26.6 miles of City-owned sewer lines were cleaned.
- **Sediment:**
 - Erosion and sediment plans are required for all development within the City of Stayton.

- The City will not issue a Site Development Permit until an approved 1200-C permit is submitted as part of the application, if applicable.
- The city uses ArcGIS for inventory of the public stormwater system. The city has created an excel spreadsheet to track the maintenance of private stormwater lines.
- The city performs street sweeping once a month. From 2018-2023 the city collected approximately 1,950 cubic yards (CY) worth of debris through regular street sweeping.
- A minimum of 20% of inventoried catch basins are cleaned annually. From 2018-2023 the City cleaned approximately 621 catch basins throughout the city.
- A minimum of 15% of City-owned storm lines are cleaned annually. From 2018-2023, the City cleaned approximately 113,543 linear feet of storm pipe throughout the city.
- A 60-inch diameter pollution control manhole on Evergreen Avenue was installed in November 2019. This manhole is upstream of the Salem ditch.
- **Air Deposition:**
 - Provided Capital Area Rural Transportations brochures for the public's information at City Hall.
- **6 Control Measures for Mercury and Bacteria:**
 - Two (2) city workers received ESC inspection certifications during 2018-2023 and are recertified on an annual basis.
 - Per DEQ requirements, the City is monitoring mercury, bacteria, sediment, TSS, and other constituents to remain compliant with the Willamette Basin's TMDL.
 - The city adopted Ordinance No. 1057 Illicit Discharge Detection and Elimination (IDDE) on August 15, 2022.
 - The GIS system was updated with available as-built information from 2019-2020. New infrastructure is added to the GIS system on an "as-received" basis.
 - Water quality samples are collected annually. Storm drains and manholes that have high TSS results resulting from excessive dirt and debris are prioritized for cleaning. Additional testing is conducted in areas with higher E. Coli results. For example, higher E. Coli results at Shaff road were assessed to be due to animals living in the large storm drains and canals resulting in removal of some beaver dams.

Challenges:

- **Variety of Sources:**
 - Funding remains a challenge for comprehensive programs and stormwater infrastructure maintenance and improvements. Annual stormwater fees generate \$490,000 which covers the cost of employment and required actions.
- **Solar Radiation Input:**
 - The majority of riparian property and ditches within City limits are privately owned making planting trees for shade along these riparian areas challenging.
 - The ice storm during 2021 required outside funding for the cleanup of private property owners' ditches.

- The city has set aside a City Tree Fund, but the program is currently underutilized by the community.

Changes:

- **Variety of Sources:**

- Include stormwater outreach tools on the city's website so information is readily available to the public.
- Working on offsite roundabout restoration design in the works for later years to restore area around Mill Creek.

- **Solar Radiation Input:**

- Evaluate and identify locations along the North Santiam, and Mill Creek for potential tree plantings to increase shade in riparian areas.

The City of Stayton has had many successes and many challenges over the past five (5) years and continues to remain nimble while updating implementation actions as needed.



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET
All	Variety of Sources	1. Update Storm Water Design Standards for the City of Stayton	a. Incorporate applicable detailed provisions from the 2016 Portland Stormwater Management Manual (PSMM) and the 2008 Portland Erosion Sediment Control Manual (PECSM), and adopt design standards for Low Impact Developments.	Public Works Director Approval	Completed	Ordinance Adoption and PW Standards Adoption	<p>The City adopted the PSMM in 2010. Stormwater Design Standards were revised most recently in December 2017. Both of these documents provide guidance for Low Impact Development (LID). The City's design standards provides guidance on Erosion Sediment Control practices and specifically references the ODOT Erosion and Sediment Control Manual.</p> <p>City Stormwater Management Documents: http://www.staytonoregon.gov/page/pw_Stormwater</p> <p>Public Works Design Standards: http://www.staytonoregon.gov/upload/page/0059/2015%20Final%20Design%20Standards.pdf</p> <p>2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - After review and consideration, the City decided not to adopt the PESCM. The City's Design Standards and Construction Specifications are continuously under review by the City Engineer and Public Works Director. 2020 - 2021 - As reported in the 2020 annual report, the City decided not to adopt the PESCM. Instead, a draft chapter for the City of Stayton Public Works Design Standards (PWDS) was prepared. This chapter has since been finalized and subsequently presented and approved at the November 15, 2021 City Council meeting as a Consent Agenda item. The chapter covers erosion and sediment control measures on construction sites less than one (1) acre, greater than one acre, and erosion and sediment control measures for maintenance post-construction. The adopted Design Standards for Erosion Control can be found in Attachment 1. 2021 - 2022 - No additional updates concerning erosion and sediment control measures were made to the PWDS during this reporting period. 2022 - 2023 - No additional updates concerning erosion and sediment control measures were made to the PWDS during this reporting period.</p>
		2. Continue to look for property and financial resources for development of detention basins to manage peak flow runoff into irrigation canals and rivers.	a. Purchase property per Storm Drainage Master Plan to build new detention basins.	Purchase property.	Ongoing	Individual property acquisitions	<p>2018 - 2019 - The \$3 Million Mill Creek Park Regional Stormwater Facility was designed and constructed during this reporting period. 2019 - 2020 - The City is repaying a 20-year, \$700,000 loan for the Mill Creek Park Regional Facility and does not have sufficient budget to acquire property for another detention facility at this time. The city is continuing to look for funding opportunities to acquire property for stormwater management. 2020 - 2021 - The City is repaying a 20-year, \$700,000 loan for the Mill Creek Park Regional Facility and does not have sufficient budget to acquire property for another detention facility at this time. The city is continuing to look for funding opportunities to acquire property for stormwater management. 2021 - 2022 - The City is repaying a 20-year, \$700,000 loan for the Mill Creek Park Regional Facility and does not have sufficient budget to acquire property for another detention facility at this time. The city is continuing to look for funding opportunities to acquire property for stormwater management. 2022-2023 - The City is repaying a 20-year, \$700,000 loan for the Mill Creek Park Regional Facility and does not have sufficient budget to acquire property for another detention facility at this time. The city is continuing to look for funding opportunities to acquire property for stormwater management. The City did not acquire or construct any new detention facilities during this reporting period.</p>



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Temperature	Solar Radiation Input	1. Protect and promote healthy riparian areas.	a. Sustain land use code which requires riparian setbacks.	Track the number of development and redevelopment plans reviewed for conformance with riparian policy.	Ongoing	100% of development and redevelopment plans	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - The City's Planning and Development Department reviewed eight (8) land use applications from October 1, 2019 to September 30, 2020. One (1) of these applications, a lot line adjustment, was adjacent to a water way, but not subject to review under the Natural Resource Overlay (NROD) zone.</p> <p>2020 - 2021 - The City's Planning and Development Department reviewed seven (7) land use applications from October 1, 2020 to September 30, 2021. None of these applications were in the NROD zone. One (1) of these applications, a change of use, was near a riparian area.</p> <p>2021 - 2022 - The City's Planning and Development Department reviewed sixteen (16) land use applications from October 1, 2021 to September 30, 2022. None of these applications were in the NROD zone.</p> <p>2022 - 2023 - The City's Planning and Development Department reviewed fifteen (15) land use applications from October 1, 2022 to September 30, 2023. Four (4) of these applications were in the NROD zone.</p>
			b. Assess the effectiveness of the riparian setback (NROD) in protecting riparian shade.	Review the land use code and analyze how it has historically been applied. However, please note that there has been little development activity within the NROD and assessing its effectiveness may be difficult.	Complete by 2021	Summary of Analysis	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - The City had difficulty acquiring data for this analysis because of the lack of development in the NROD. City staff started reviewing historic aerial images to assess change in canopy and impervious surfaces.</p> <p>2020 - 2021 - The City completed an analysis of the effectiveness of the riparian setback (NROD) in protecting riparian shade using aerial imagery in August 2021. The 2021 NROD Summary of Analysis is included as Attachment 2.</p> <p>2021 - 2022 - The City did not update the NROD Summary of Analysis during this reporting period.</p> <p>2022 - 2023 - The City did not update the NROD Summary of Analysis during this reporting period.</p>
		1. Protect and promote healthy riparian areas.	c. Remove invasive plant species along the North Santiam River on City property to reduce competition with native plant species	Track types of plant species removed and implement photo point monitoring	Ongoing	Check site annually for invasive plant management needs and take photo of site.	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - The City's Public Works Department visited City property along the North Santiam River on June 29 and 30, 2020 to remove invasive species.</p> <p>2020 - 2021 - Field investigations by City staff concluded there was no need to remove invasive plant species along the North Santiam River in City property. The City sprayed for invasive blackberries and scotch broom to prevent growth at Riverfront Park in October 2021. The City will continue to monitor the sites and remove invasive species if they begin to grow again.</p> <p>2021 - 2022 - The City continued maintenance for invasive Himalayan blackberries and scotch broom at Riverfront Park at City property in September 2022.</p> <p>2022 - 2023 - Field investigations by City staff concluded there was no need to remove invasive plant species along the North Santiam River on City property. The City will continue to monitor the sites and remove invasive species if they begin to grow again. The City has continued to monitor the sites removed Himalayan blackberries and scotchbroom in early September 2023. In 2023, the City began removing Himalayan blackberries in Riverfront Park near the North Santiam River. Brush clearing is scheduled for Fall of 2023 to manually remove additional blackberry bushes closer to the river.</p> <p>Photos are included in Attachment 3.</p>



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Temperature	Solar Radiation Input	1. Protect and promote healthy riparian areas.	d. Coordinate with North Santiam Watershed Council (NSWC) on promoting revegetation of riparian areas.	Provide information on NSWC free tree planting program at City Hall and/or City social media outlets	Ongoing	Provide latest information pertaining to the NSWC Free Tree Planting Program via a brochure at City Hall.	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - The City provides a NSWC brochure at City Hall. The City notified residents of NSWC's free tree planting program through the bi-monthly newsletter.</p> <p>2020 - 2021 -NSWC's Free Tree Planting Program is performed through Marion County. NSWC is in the process of revising the Free Tree Planting Program brochure. As soon as it is available it will be provided to the City. The existing version of the brochure will remain available at City Hall until the new one is finalized.</p> <p>2021 - 2022 - The City provided updated brochures at City Hall and continues to direct its residents to Marion County resources for further information.</p> <p>2022 - 2023 - The NSWC brochure continues to be available at City Hall. The free tree planting is performed via Marion County. The City directs citizens to Marion County resources for free tree planting information.</p> <p>See Attachment 4 for the City's current brochure.</p>
		2. Work with other agencies on watershed solutions	a. Maintain active participation with ACWS and continue to participate with North Santiam Watershed Council (NSWC)	Track number of coordination meeting attended annually.	Ongoing	Attend three (3) meetings annually and meet with Soil Water Conservation District (SWCD) staff quarterly.	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - City staff members attended eight (8) Association of Clean Water Agencies (ACWA) meetings, three NSWC meetings, and five (5) SWCD meetings.</p> <p>2020 - 2021 - City staff members attended seven (7) ACWA meetings and four (4) NSWC meetings. Per a Memorandum of Agreement (MOA), meetings are to be held quarterly between the City of Stayton and SWCD. The responsibility of coordinating the meetings alternates between the City and SWCD.</p> <p>2021 - 2022 - City staff members attended ten (10) ACWA meetings, and five (5) NSWC meetings. Per a Memorandum of Agreement (MOA), meetings are to be held quarterly between the City of Stayton and SWCD. The responsibility of coordinating the meetings alternates between the City and SWCD.</p> <p>2022 - 2023 - City staff members attended ten (10) ACWA meetings and five (5) NSWC meetings. Per a Memorandum of Agreement (MOA), meetings are to be held quarterly between the City of Stayton and SWCD. The responsibility of coordinating the meetings alternates between the City and SWCD. The SWCD last held a meeting June 28, 2023. The City Public Works Director and City Manager meet with the SWCD District Manager every week to discuss common interests and issues.</p>



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Bacteria	Pet Waste	1. Reduce pet waste from reaching streams through storm water runoff.	a. Continue support and use of pet waste stations at City parks. Inventory existing stations and assess need for additional stations.	Monitor, provide support, and install pet waste stations as needed.	Ongoing	Report number of new pet waste stations and number of bags used.	<p>The City's Parks Supervisor evaluates and inspects the pet waste stations on a weekly basis to determine if additional stations are necessary or existing stations need to be relocated.</p> <p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 -2020 - The City has continued to maintain and add additional pet waste disposal stations within the parks system. As of September 2020, the City has twelve (12) pet waste station, one at each City park. It was determined that the current number of pet waste disposal stations is sufficient to promote removal of pet waste in City parks. The City estimates 12,000 pet waste disposal bags were used during this reporting period.</p> <p>2020 - 2021 - The City has continued to maintain pet waste disposal stations within the parks system. As of September 2021, the City has twelve (12) pet waste station, one at each City park. It was determined that the current number of pet waste disposal stations is sufficient to promote removal of pet waste in City parks. The City estimates 12,000 to 15,000 pet waste disposal bags were used during this reporting period.</p> <p>2021 - 2022 - The City continued to monitor and evaluate the need for new pet waste disposal stations via visual inspections by the Parks Supervisor and determined the current number of existing pet waste disposal stations (12) was sufficient to promote removal of pet waste in City parks. The City estimates 14,000 pet waste disposal bags were used during this reporting period.</p> <p>2022 - 2023 - The City continued to monitor and evaluate the need for new pet waste disposal stations via visual inspections by the Parks Supervisor and determined one additional pet waste disposal station was necessary. There are now thirteen (13) pet waste disposal stations, with at least one at each City park. The City estimates 14,000 pet waste disposal bags were used during this reporting period.</p>
	Municipal Sewage	2. Reduce municipal sewage from reaching streams through surface water and groundwater pathways.	a. Detect and repair leaking City-owned sewer lines, as resources allow.	Track percentage of City-owned sewer lines that are cleaned and inspected on an annual basis.	Ongoing	15% of lines cleaned annually.	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - From August 2019 through July 2020, the City cleaned approximately 8.12 miles (22%) of City-owned sewer lines.</p> <p>2020 - 2021 - The City cleaned approximately seven (7) miles (20.4%) of City-owned sewer lines during this reporting period.</p> <p>2021 - 2022 - The City cleaned approximately 7.14 miles (20.8%) of City-owned sewer lines during this reporting period.</p> <p>2022 - 2023 - The City cleaned approximately 4.3 miles of (12.5%) of City-owned sewer lines during this reporting period.</p>



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Mercury	Sediment	1. Reduce sediment from reaching Mill Creek and North Santiam River through storm water.	a. Ensure sediment erosion control plans are provided for development and redevelopment plans.	Track percentage of sediment erosion control plan checks performed as part of plan review process.	Ongoing	100% of development and redevelopment plans.	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - The City reviews all Site Development Plans and Building Permits for Erosion Control Plans. 100% of Site Development Plans and Building Permits were reviewed for Erosion Control Plans during this reporting period.</p> <p>2020 - 2021 - The City reviews all Site Development Plans and Building Permits for Erosion Control Plans. 100% of Site Development Plans and Building Permits were reviewed for Erosion Control Plans during this reporting period. No developments proposed during this reporting period required a 1200-C Permit.</p> <p>2021 - 2022 - The City reviews all Site Development Plans and Building Permits for Erosion Control Plans. 100% of Site Development Plans and Building Permits were reviewed for Erosion Control Plans during this reporting period. Three (3) developments proposed during this reporting period required 1200-C Permits.</p> <p>2022 - 2023 - The City reviews all Site Development Plans and Building Permits for Erosion Control Plans. 100% of Site Development Plans and Building Permits were reviewed for Erosion Control Plans during this reporting period. Three (3) developments proposed during this reporting period will require 1200-C Permits; the City is currently waiting for the developer to submit these for review. The City will continue to review 100% of Site Development Plans and Building Permits for Erosion Control Plans.</p>
			b. Remind developers of 1200_C Permit requirements in preconstruction meetings.	Track % of meetings wherein a 1200-C Permit reminder was provided.	Ongoing	100% of preconstruction meetings involved a 1200-C Permit reminder.	<p>Erosion Sediment Control (ESC) Plans are required for all development within the City of Stayton. During the Land Use process for a Site Development, the City planner will request comments from the City engineer. Comments are placed in the Conditions of Approval for the development application. The City engineer informs the developer a 1200-C Permit will be required for the project. Tracking for a 1200-C Permit is performed well before the pre-construction meeting and is tracked throughout the process. A Site Development Permit will not be issued until all items in the Conditions of Approval are met. Section 102.09 of the City of Stayton Design Standards outlines what the requirements are for a plan submittal for a Site Development Permit.</p> <p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - No construction projects were reported as requiring a 1200-C Permit during this reporting period.</p> <p>2020 - 2021 - No construction projects required a 1200-C Permit during this reporting period.</p> <p>2021 - 2022 - Three (3) construction projects required a 1200-C Permit during this reporting period.</p> <p>2022 - 2023 - Four (4) construction projects required a 1200-C Permit during this reporting period.</p>



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Mercury	Sediment	1. Reduce sediment from reaching Mill Creek and North Santiam River through storm water.	c. Consider adding language to existing city codes and/or design standards for erosion control on construction sites less than one (1) acre.	Public works to propose language to be considered for inclusion in existing codes and standards.	Adopt and implement in 2018-2019 Fiscal Year.	Propose language for revised code.	<p>Stayton Municipal Code Chapter 12.08 requires all public works facilities to be constructed in the City per the adopted Public Works Design Standards (PWDS). Page 6-52 of the City of Stayton PWDS requires "temporary and permanent measures for all construction projects to lessen the adverse effects of construction on the environment. Projects shall include properly installed, operated, and maintained temporary and permanent erosion-control measures as provided in these Standards or in an approved plan, designed to protect the environment during the term of the project."</p> <p>2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - Proposed language was not adopted during this reporting period. Public Works is working on language to update existing standards and will strive to have code updated during the next reporting period, concurrently with the 2021 Design Standards Update. 2020 - 2021 - An additional PWDS section was drafted as part of the City's effort to update the existing PWDS. These PWDS updates were presented and approved by City Council on November 15, 2021. The section provides provisions for erosion and sediment control measures on sites less than one acre, greater than one (1) acre, and erosion and sediment control measures for maintenance post-construction (during establishment period). 2021 - 2022 - No additional updates concerning erosion and sediment control measures were made to the PWDS during this reporting period. 2022 - 2023 - No additional updates concerning erosion and sediment control measures were made to the PWDS during this reporting period.</p>
			d. Consider creating a system to document the performance of scheduled maintenance of post-construction stormwater controls as resources are available to do so.	Public works to propose asset management system.	Ongoing (ideally by 2023)	Propose asset management system.	<p>2018 - 2020 - Public Works currently uses ArcGIS for inventory and maintenance tracking but would like to expand the system to better manage maintenance and finances. Staff to research asset management systems and available funding sources. 2021 - 2023 - The City uses ArcGIS for inventory of the public stormwater system. The GIS database is updated annually as the City receives as-builts from construction projects. The City has created an excel spreadsheet to track the maintenance of private stormwater facilities. Each private facility is entered into a spreadsheet (Attachment 5) following construction and includes a link to the original operations and maintenance agreement. Inspections are scheduled annually beginning two (2) years after the final inspection post-construction. Letters are sent to the facility owner providing an assessment of the facility along with maintenance recommendations. Enforcement action is taken if a facility is found to have been altered or removed.</p>
			e. Perform regular street sweeping of curbed streets.	Track percentage of streets swept and volume of material collected monthly.	Ongoing	Fall and Winter: At least two (2) times per month Spring: Two (2) times per month Summer: One (1) time per month Downtown: Four (4) times per month	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - From September 2019 through August 2020, the City swept 100% of curbed streets at a minimum of once per month. Street sweeping efforts collected 716 cubic yards (CY) of debris. Approximately 100 CY of fall debris (primarily leaves) was collected during the 2019 annual fall clean up events. 2020 - 2021 - From September 2020 through August 2021, the City swept 79% of curbed streets (approximately 2,088 curb miles) in the City. Street sweeping efforts collected 479 CY of debris. 2021 - 2022 - From September 2021 to August 2022, the City swept 68% of curbed streets (1,804 curb miles) in the City. Street sweeping efforts collected 381 CY of debris. 2022 - 2023 - From September 2022 to August 2023, the City swept 75% of curbed streets (1,991 curb miles) in the City. Street sweeping efforts collected 374 CY of debris.</p>
f. Clean catch basins annually.	Track percentage of catch basins cleaned annually.	Ongoing	Clean on a three (3) to five (5) year cycle. Minimum of 20% to be cleaned annually.	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - From September 2019 through August 2020, the City cleaned 153 catch basins (23.5% of all inventoried catch basins). 2020 - 2021 - From September 2020 through August 2021, the City cleaned 169 catch basins (26% of all inventoried catch basins). 2021 - 2022 - From September 2021 through August 2022, the City cleaned 165 catch basins (25% of all inventoried catch basins). 2022 - 2023 - From September 2022 through August 2023, the City cleaned 134 catch basins (20.3% of all inventoried catch basins).</p>			



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Mercury	Sediment	1. Reduce sediment from reaching Mill Creek and North Santiam River through storm water.	g. Clean storm lines once every three (3) years.	Track percentage of City-owned storm lines that are cleaned on an annual basis.	Ongoing	Clean on a three (3) to five (5) year cycle. Minimum of 15% to be cleaned annually.	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - From September 2019 through August 2020, the City cleaned 28,776 linear feet (LF) or 18% of all storm lines in the City.</p> <p>2020 - 2021 - From September 2020 through August 2021, the City cleaned 28,460 LF or 17.8% of all storm lines in the City.</p> <p>2021 - 2022 - From September 2021 through August 2022, the City cleaned 28,596 LF or 17.9% of all storm lines in the City.</p> <p>2022 - 2023 - From September 2022 through August 2023, the City cleaned 27,710 LF or 17.3% of all storm pipe in the City.</p>
			h. Install pollution control manholes.	Track number of pollution control manholes installed on an annual basis.	Ongoing	Target one manhole per year.	<p>The City continues to search for opportunities to install a pollution control manhole or require that a new development include a pollution control manhole.</p> <p>2018 - 2019 - No pollution control manholes were installed during this reporting period.</p> <p>2019 - 2020 - The City installed a 60-inch diameter pollution control manhole on Evergreen Avenue in November 2019 as part of a DEQ SEP project. This manhole is upstream of the Salem Ditch.</p> <p>2020 - 2021 - No pollution control manholes were installed during this reporting period.</p> <p>2021 - 2022 - No pollution control manholes were installed during this reporting period.</p> <p>2022 - 2023 - No pollution control manholes were installed during this reporting period.</p>
	Air Deposition	1. Reduce air pollution.	a. Support commuter ride program by providing information at City Hall.	Brochures provided? Y/N	Ongoing	Brochures provided? Y/N	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - Capital Area Rural Transportation (CARTS) brochures are available at City Hall.</p> <p>2020 - 2021 - CARTS brochures are available at City Hall.</p> <p>2021 - 2022 - CARTS brochures are available at City Hall.</p> <p>2022 - 2023 - CARTS brochures are available at City Hall.</p> <p>Brochures are included in Attachment 6.</p>



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	Six Control Measures for Mercury and Bacteria	1. Pollution Prevention in Municipal Operations	a. Refer to Mercury>Sediment>Street Sweeping, Catch Basin Cleaning, Storm Line Cleaning b. Erosion and Sediment Control (ESC) inspection certification for Public Works employee(s) performing ESC inspections.	Enroll employees in ESC inspection certification program.	Ongoing	Report number of certified employees.	Employees will be trained as budget and time permits. 2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - No employees received ESC inspection certificates during this reporting period. 2020 - 2021 - Two (2) employees received ESC inspection certifications during this reporting period. 2021 - 2022 - Two (2) employees received ESC inspection certifications during this reporting period. 2022 - 2023 - One (1) employee received ESC inspection recertification during this reporting period. Certificates are included in Attachment 7.
Additional Elements Required from the Water Board - Water Quality Management Plan (WQMP)	Six Control Measures for Mercury and Bacteria from NPDES Phase II Program	2. Public Education and Outreach 1. Public Education and Outreach	a. Refer to Mercury>Air>Reduce Pollution>Commuter Ride Information a. Coordinate with volunteer groups.	Begin tracking and report number of volunteer projects performed annually	Ongoing	Report 100% of City-coordinated volunteer projects.	The City coordinates an annual fall clean up day for leaf and yard debris. The collection is free; residents are just asked to donate canned food for the food pantry. Events are promoted via the City's newsletter and social media. Flyers are included in Attachment 8. 2018 - 2019 - Annual fall clean up events were held on November 17 and December 15, 2018. 2019 - 2020 - Annual fall clean up events were held on November 9 and December 7, 2019. A local Boy Scouts troop helped with noxious weed removal on the North Santiam River. Volunteers work in City parks to pick up trash on a regular basis. 2020 - 2021 - Annual fall clean up events were held on November 14 and December 5, 2020. The City hosted debris pick-up volunteer drop-sites after the significant ice storm in February 2021. 2021 - 2022 - Annual fall clean up events were held on November 20 and December 18, 2021. This resulted in collection of 231 pounds of canned food by Public Works for the food pantry. In addition to the annual fall clean up, the City promoted and encouraged residents to volunteer for Marion County Environmental Services' National Water Quality Month Litter Clean Up Event on August 13, 2022 via social media. 2022 - 2023 - The City's annual clean up days for leaf and yard debris resulted in collection of 322 pounds of canned food for the food pantry. The City did not have any volunteer cleanup days during this reporting period. The City's fall leaf clean up will take place in November and December 2023.



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<p>Additional Elements Required from the Water Board - Water Quality Management Plan (WQMP)</p>	<p>Six Control Measures for Mercury and Bacteria from NPDES Phase II Program</p>	<p>1. Public Education and Outreach</p>	<p>b. Post riparian information on stormwater webpage.</p>	<p>Provide information content related to riparian areas.</p>	<p>Ongoing</p>	<p>Webpage completed and updated regularly.</p>	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - Content related to riparian areas for the stormwater webpage is not complete. The webpage update will be completed in 2021. 2020 - 2021 - A post was made to the stormwater webpage in September 2021. 2021 - 2022 - The post regarding riparian zoning continues to appear on the City's stormwater webpage. 2022 - 2023 - The post regarding riparian zoning continues to appear on the City's stormwater webpage. Copies of the webpage posts are included in Attachment 9.</p>
			<p>c. Coordinate an annual city cleanup day.</p>	<p>Document date and volunteer groups participating in event.</p>	<p>Ongoing</p>	<p>City-coordinated events reported.</p>	<p>The City coordinates an annual fall clean up day for leaf and yard debris. The collection is free; residents are just asked to donate canned food for the food pantry. Events are promoted via the City's newsletter and social media. Flyers are included in Attachment 8. 2018 - 2019 - Annual fall clean up events were held on November 17 and December 15, 2018. 2019 - 2020 - Annual fall clean up events were held on November 9 and December 7, 2019. A local Boy Scouts troop helped with noxious weed removal on the North Santiam River. Volunteers work in City parks to pick up trash on a regular basis. 2020 - 2021 - Annual fall clean up events were held on November 14 and December 5, 2020. The City hosted debris pick-up volunteer drop-sites after the significant ice storm in February 2021 (Attachment 10). 2021 - 2022 - Annual fall clean up events were held on November 20 and December 18, 2021. This resulted in collection of 231 pounds of canned food by Public Works for the food pantry. In addition to the annual fall clean up, the City promoted and encouraged residents to volunteer for Marion County Environmental Services' National Water Quality Month Litter Clean Up Event on August 13, 2022 via social media. 2022 - 2023 - The City's annual clean up days for leaf and yard debris resulted in collection of 322 pounds of canned food for the food pantry. The City did not have any volunteer cleanup days during this reporting period. The City's fall leaf clean up will take place in November and December 2023.</p>
		<p>2. Public Participation</p>	<p>a. Present TMDL Implementation Plan (IP) to City Council for Approval.</p>	<p>Presented? Y/N</p>	<p>Ongoing</p>	<p>Presented?</p>	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - The annual 2020 TMDL Implementation Plan report was presented to City Council in December 2019 for review and approval. The report was approved as presented. 2020 - 2021 - The annual 2021 TMDL Implementation Plan report was presented to City Council on September 20, 2021 for review and approval. The report was approved as presented. 2021 - 2022 - The annual 2022 TMDL Implementation Plan report was presented to City Council on September 19, 2022 for review and approval. The report was approved as presented. 2022 - 2023 - The annual 2023 TMDL Implementation Plan report will be presented to City Council on November 6, 2023 for review and approval. Annual TMDL Implementation Plan Reports are included in Attachment 13.</p>



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET
Additional Elements Required from the Water Board - Water Quality Management Plan (WQMP)	Six Control Measures for Mercury and Bacteria from NPDES Phase II Program	3. Illicit Discharge Detection and Elimination	a. Refer to Bacteria>Sewage>Reduce>Cross-Connections				<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - The City's Public Works Department is in the process of updating the GIS mapping with available as-built information.</p> <p>2020 - 2021 - A new development containing thirty-one (31) pipe segments, thirteen (13) curb inlet catch basins, seven (7) gutter grate catch basins, eleven (11) manholes, and four (4) outlets was added to the GIS system. New infrastructure is added to the GIS system as as-built information is provided to the City. Additional corrections to existing GIS mapping were made throughout the year as errors were discovered.</p> <p>2021 - 2022 - New infrastructure is added to the GIS system on an "as-received" basis. Most recent edits were completed on April 1, 2022.</p> <p>2022 - 2023 - New infrastructure is added to the GIS system on an "as-received" basis. Most recent edits were completed on January 2, 2023.</p>
		b. Update stormwater system mapping.	System areas revised in database based on additional collected data and inserted as-built construction data into the GIS system; field verify accuracy of data.	Ongoing	Revisions made?		
		c. Perform water quality testing in Salem Ditch, Stayton Ditch, and West Stayton Irrigation Ditch.	Prepare annual summary report.	Ongoing	Continue testing and track water quality improvements/degradation over time.	<p>The purpose of this monitoring is to provide the City with additional data to better understand the effects of the City's storm outfalls on water quality of the North Santiam River and associated canals. Sampling data is reviewed at the time test results are received and on an annual basis. Laboratory analysis reports are included as Attachment 10.</p> <p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - Water Quality Testing was completed on October 22, 2019 and January 6 and March 25, 2020. High E. Coli results as Shaff Road are under investigation by City staff.</p> <p>2020 - 2021 - Water Quality Testing was completed on September 24, November 16, and December 14, 2020 and March 23 and May 5, 2021.</p> <p>2021 - 2022 - Water Quality Testing was completed on December 20 and June 6, 2021. Storm drains and manholes with excessive dirt and debris were cleaned as a result of data collected. High E. Coli results at Shaff Road were determined to be due to wild animals living in the large storm drains and canals; some of the beaver dams have since been removed. The City completed additional testing in the areas around where high E. Coli was recorded. The City is committed to continued testing in areas with high E. Coli and surrounding areas.</p> <p>2022 - 2023 - Water Quality Testing was completed on December 1, 2022, March 29, 2023, and June 20, 2023. The City completed additional testing in the areas around where high E. Coli was recorded. The City is committed to continued testing in areas with high E. Coli and surrounding areas.</p>	
d. Formalize Illicit Discharge and Elimination program in City Code.	Approval by Public Works Director	2021	Ordinance Adoption	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process.</p> <p>2019 - 2020 - The City received a scope of services from Keller Associates to assist with writing the Draft IDDE Code. The Code is expected to be presented to City Council for adoption in 2021.</p> <p>2020 - 2021 - The City entered a contract with Keller Associates to develop a Draft IDDE Ordinance by the end of 2021.</p> <p>2021 - 2022 - The Draft IDDE Ordinance was presented to City Council for adoption on August 15, 2022 and approved (Attachment 11).</p> <p>2022 - 2023 - No changes to Ordinance No. 1057 IDDE was made during this reporting period.</p>			

TMDL Implementation Tracking Matrix: Stayton, Oregon
 Compliance Years: 2018 - 2023

FINAL

Revised By RR/PGV/CLM
 Date September 29, 2023



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET
<p>Additional Elements Required from the Water Board - Water Quality Management Plan (WQMP)</p>	<p>Six Control Measures for Mercury and Bacteria from NPDES Phase II Program</p>	<p>4. Construction Site Runoff Control 5. Post Construction Storm Water Management</p>	<p>a. Refer to Mercury>Sediment>Stormwater>Reduction>1200C Erosion Control Plans a. Ensure that the City-adopted Portland Stormwater Management Plan requirements are followed.</p>	<p>Review all new development plans prior to issuing permits.</p>	<p>Ongoing</p>	<p>Continue reviewing new development plan sets over time.</p>	<p>2018 - 2019 - TMDL implementation program has been started and tracking is in process. 2019 - 2020 - The City reviewed all proposed development plan sets for compliance with the Portland Stormwater Management Manual (PSWMM) during this reporting period and will continue to review all development plan sets for compliance. 2020 - 2021 - The City reviewed all proposed development plan sets for compliance with the PSWMM during this reporting period and will continue to review all development plan sets for compliance. 2021 - 2022 - The City reviewed all proposed development plan sets for compliance with the PSWMM during this reporting period and will continue to review all development plan sets for compliance. 2022 - 2023 - The City reviewed all proposed development plan sets for compliance with the PSWMM during this reporting period and will continue to review all development plan sets for compliance.</p>

TMDL Implementation Tracking Matrix: Stayton, Oregon
Compliance Years: 2023 - 2028

FINAL

Revised By RRP/GV/CLM
Date September 29, 2023



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under your jurisdiction?</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution emanating from this source?</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or completion of this strategy?</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET
All	Variety of Sources	1. Continue to look for property and financial resources for development of detention basins to manage peak flow runoff into irrigation canals and rivers.	a. Purchase property per Storm Drainage Master Plan to build new detention basins.	Purchase property.	Ongoing	Individual property acquisitions	The \$3 Million Mill Creek Park Regional Stormwater Facility was designed and constructed from 2018 to 2019. The City is repaying a 20-year, \$700,000 loan for the Mill Creek Park Regional Facility and does not have sufficient budget to acquire property for another detention facility at this time. The city is continuing to look for funding opportunities to acquire property for stormwater management. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
Temperature	Solar Radiation Input	1. Protect and promote healthy riparian areas.	a. Sustain land use code which requires riparian setbacks.	Track the number of development and redevelopment plans reviewed for conformance with riparian policy.	Ongoing	100% of development and redevelopment plans	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			b. Remove invasive plant species along the North Santiam River on City property to reduce competition with native plant species	Track types of plant species removed and implement photo point monitoring	Ongoing	Check site annually for invasive plant management needs and take photo of site.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			c. Coordinate with North Santiam Watershed Council (NSWC) on promoting revegetation of riparian areas.	Provide a PDF file of the latest NSWC Tree Planting Program brochure. Assess the effectiveness of conveying information with brochure at City Hall, including a qualitative evaluation summarizing the effectiveness of the methods of educating the public. This evaluation will be used to inform future stormwater education and outreach efforts to most effectively convey the educational material to the target audiences.	Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Provide latest information pertaining to the NSWC Free Tree Planting Program via a brochure at City Hall.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		2. Work with other agencies on watershed solutions	a. Maintain active participation with ACWS and continue to participate with North Santiam Watershed Council (NSWC)	Track number of coordination meeting attended annually.	Ongoing	Attend three (3) meetings annually and meet with Soil Water Conservation District (SWCD) staff quarterly.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
Bacteria	Pet Waste	1. Reduce pet waste from reaching streams through storm water runoff.	a. Continue support and use of pet waste stations at City parks. Inventory existing stations and assess need for additional stations.	Monitor, provide support, and install pet waste stations as needed.	Ongoing	Report number of new pet waste stations and number of bags used.	The City's Parks Supervisor evaluates and inspects the pet waste stations on a weekly basis to determine if additional stations are necessary or existing stations need to be relocated. As of September 2023, the City has thirteen (13) pet waste station with at least one at each City park. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
	Municipal Sewage	2. Reduce municipal sewage from reaching streams through surface water and groundwater pathways.	a. Detect and repair leaking City-owned sewer lines, as resources allow.	Track percentage of City-owned sewer lines that are cleaned and inspected on an annual basis.	Ongoing	15% of lines cleaned annually.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -

TMDL Implementation Tracking Matrix: Stayton, Oregon
Compliance Years: 2023 - 2028

FINAL

Revised By RRP/PGV/CLM
Date September 29, 2023



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under your jurisdiction?</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution emanating from this source?</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or completion of this strategy?</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET
Mercury	Sediment	1. Reduce sediment from reaching Mill Creek, the North Santiam River, and the Willamette River through storm water and municipal activities.	a. Ensure sediment erosion control plans are provided for development and redevelopment plans.	Track percentage of sediment erosion control plan checks performed as part of plan review process.	Ongoing	100% of development and redevelopment plans.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			b. Remind developers of 1200-C Permit requirements in preconstruction meetings.	Track % of meetings wherein a 1200-C Permit reminder was provided.	Ongoing	100% of preconstruction meetings involved a 1200-C Permit reminder.	Erosion Sediment Control (ESC) Plans are required for all development within the City of Stayton. During the Land Use process for a Site Development, the City planner will request comments from the City engineer. Comments are placed in the Conditions of Approval for the development application. The City engineer informs the developer is a 1200-C Permit will be required for the project. Tracking for a 1200-C Permit is performed well before the pre-construction meeting and is tracked throughout the process. A Site Development Permit will not be issued until all items in the Conditions of Approval are met. Section 102.09 of the City of Stayton Design Standards outlines what the requirements are for a plan submittal for a Site Development Permit. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			c. Consider creating a system to document the performance of scheduled maintenance of post-construction stormwater controls as resources are available to do so.	Public works to propose asset management system.	Ongoing	Propose asset management system.	The City uses ArcGIS for inventory of the public stormwater system. The GIS database is updated annually as the City receives as-builts from construction projects. The City has created an excel spreadsheet to track the maintenance of private stormwater facilities. Each private facility is entered into a spreadsheet (Attachment 5) following construction and includes a link to the original operations and maintenance agreement. Inspections are scheduled annually beginning two (2) years after the final inspection post-construction. Letters are sent to the facility owner providing an assessment of the facility along with maintenance recommendations. Enforcement action is taken if a facility is found to have been altered or removed. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			d. Perform regular street sweeping of curbed streets.	Track percentage of streets swept and volume of material collected monthly.	Ongoing Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Fall and Winter: At least two (2) times per month Spring: Two (2) times per month Summer: One (1) time per month Downtown: Four (4) times per month	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			e. Clean catch basins.	Track percentage of catch basins cleaned annually.	Ongoing Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Clean on a three (3) to five (5) year cycle. Minimum of 20% to be cleaned annually.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			f. Clean storm lines.	Track percentage of City-owned storm lines that are cleaned on an annual basis.	Ongoing Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Clean on a three (3) to five (5) year cycle. Minimum of 15% to be cleaned annually.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
			g. Install pollution control manholes.	Track number of pollution control manholes installed on an annual basis.	Ongoing	Target one manhole per year.	The City continues to search for opportunities to install a pollution control manhole or require that a new development include a pollution control manhole. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -

TMDL Implementation Tracking Matrix: Slayton, Oregon
Compliance Years: 2023 - 2028

FINAL

Revised By RRP/PGV/CLM
Date September 29, 2023



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under your jurisdiction?</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution emanating from this source?</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or completion of this strategy?</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET	
Mercury	Sediment	1. Reduce sediment from reaching Mill Creek, the North Santiam River, and the Willamette River through storm water and municipal activities.	i. Retrofit existing manholes with pollution control manholes; install pollution control manholes on new developments.	Track number of pollution control manholes installed on an annual basis.	Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Target goal of one (1) pollution control manhole installation per year (or five (5) within 5-year cycle).	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -	
			j. Ensure existing Designated Management Agencies (DMA)-owned or operated facilities obtain proper permit coverage.	Identify DMA-owned or operated facilities and report whether 1200-Z Permit coverage may be applicable and if the facility has received permit coverage.	Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Review and confirm whether any City 1200-Z permits are required for City facilities.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -	
			k. Ensure new Designated Management Agencies (DMA)-owned or operated facilities obtain proper permit coverage.	Document development applications for 1200-Z permit applicability reviews.	March 3, 2024	All developments reviewed for 1200-Z; Refer applicable developments to ODEQ permitting. City will not issue a Site Development Permit until approved 1200-Z permit is provided as part of application.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -	
			l. Review existing municipal operation activities and identify opportunities to modify to reduce discharge of pollutants to protect water quality.	Provide review and list of operation activities that potentially discharge pollutants to water bodies.	March 3, 2024	Review operational activities and practices. Identify potential changes to operational activity to reduce pollutant discharge.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -	
			m. Conduct municipal operation activities in a manner that reduces discharge of pollutants to protect water quality.	Provide summary of operational changes made to reduce pollutant discharge. Qualitatively evaluate successes and challenges with implementation and pollutant reduction. Quantitative measures will be included if appropriate depending on the activity change.	March 3, 2024	Document changes made to an operational activity for reduction of pollutant discharge.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -	
	Air Deposition	2. Inform the public about steps that they can take to reduce mercury-related pollutants in stormwater runoff and air.	a. See Temperature > Solar Radiation Input > Protect and Promote Healthy Riparian Areas > NSWC Coordination (1.d)					
			b. Post and maintain riparian information on stormwater webpage.	Provide information content related to riparian areas. Link or screenshot of riparian information from the City's stormwater webpage.	Ongoing Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Provide informational content related to riparian areas on the City's publicly accessible stormwater webpage. Webpage completed and updated regularly.	Content related to riparian areas is available on the City's Stormwater Management webpage. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -	
			1. Reduce air pollution.	a. Support commuter ride program by providing information at City Hall.	Provide ODEQ with a PDF file of the latest brochure being promoted at City Hall.	Ongoing Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Provide informational brochure at City Hall.	Capital Area Rural Transportation (CARTS) brochures are available at City Hall (Attachment X). 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -

TMDL Implementation Tracking Matrix: Stayton, Oregon
Compliance Years: 2023 - 2028

FINAL

Revised By RRP/VC/CLM
Date September 29, 2023



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under your jurisdiction?</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution emanating from this source?</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or completion of this strategy?</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET
Additional Elements Required from the Water Board - Water Quality Management Plan (WQMP) Six Control Measures for Mercury and Bacteria from NPDES Phase II Program	Sediment and Air Deposition	1. Pollution Prevention in Municipal Operations.	a. Refer to Mercury>Sediment>Reduce Sediment...>Street Sweeping (1.e), Catch Basin Cleaning (1.f), Storm Line Cleaning (1.g) b. Obtain Erosion and Sediment Control (ESC) inspection certification for Public Works employee(s) performing ESC inspections.	Enroll employees in ESC inspection certification program. Track number of employees performing ESC inspections and number of employees ESC certified or recertified.	Ongoing Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	Confirm all employees performing ESC inspections received ESC certifications. Adjust employee certifications to match City's demand for ESC inspections.	Employees will be trained as budget and time permits. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		2. Public Education and Outreach. Provide the public with an opportunity to participate in the development of programs and activities to reduce mercury-related pollutants in stormwater runoff and air.	a. Refer to Mercury>Air Deposition>Reduce Pollution>Commuter Ride Information (1.a) b. Coordinate with volunteer groups.	Begin tracking and report number of volunteer projects performed annually.	Ongoing Implementation deadline is March 3, 2024 per the City's existing TMDL matrix.	Report 100% of City -coordinated volunteer projects. Co-host annual volunteer event.	The City coordinates an annual fall clean up day for leaf and yard debris. The collection is free; residents are just asked to donate canned food for the food pantry. Events are promoted via the City's newsletter and social media. Flyers are included in Attachment X. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		d. Post Mercury TMDL Implementation Plan and Matrix to City's stormwater webpage.	c. See Mercury>Sediment>Inform the Public...>Post and maintain riparian information on stormwater webpage (2.b)	TMDL Implementation Plan and Matrix posted to City's stormwater webpage by September 3, 2022. Annual reports posted by September 30 each year.	Implementation deadline is September 30, 2023 per the City's existing TMDL matrix.	TMDL Implementation Plan and Matrix complete and posted to City's stormwater webpage.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		e. Post stormwater educational materials on stormwater webpage.	Review EPA Stormwater Smart Outreach Tools for relevant material and graphics.	Review EPA Stormwater Smart Outreach Tools for relevant material and graphics.	Ongoing	Add two (2) new links/educational materials to the City's stormwater webpage annually.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		2. Public Participation	a. Coordinate an annual city cleanup day.	Document date and volunteer groups participating in event.	March 3, 2024	City-coordinated events reported.	The City coordinates an annual fall clean up day for leaf and yard debris. The collection is free; residents are just asked to donate canned food for the food pantry. Events are promoted via the City's newsletter and social media. Flyers are included in Attachment X. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		b. Present TMDL Implementation Plan (IP) to City Council for Approval.	Presented? Y/N	Presented? Y/N	Ongoing	Presented?	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		c. Continuously update City contact information on City's stormwater webpage.	Accurate contact information posted.	Accurate contact information posted.	March 3, 2024	Review and update contact information posted annually.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		3. Illicit Discharge Detection and Elimination	a. Refer to Bacteria>Municipal Sewage>Reduce Municipal Sewage>Cross-Connections (2.a.) b. Update stormwater system mapping.	System areas revised in database based on additional collected data and inserted as-built construction data into the GIS system; field verify accuracy of data.	Ongoing	Revisions made?	New infrastructure is added to the GIS system on an "as-received" basis. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -

TMDL Implementation Tracking Matrix: Stayton, Oregon
Compliance Years: 2023 - 2028

FINAL

Revised By RRP/CLM
Date September 29, 2023



POLLUTANT <i>What pollutants does the TMDL address?</i>	SOURCE <i>What sources of this pollutant are under your jurisdiction?</i>	STRATEGY <i>What is being done, or what will you do to reduce and/or control pollution emanating from this source?</i>	HOW <i>Specifically, how will this be done?</i>	MEASURE <i>How will you demonstrate successful implementation or completion of this strategy?</i>	TIMELINE <i>When will the strategy begin or be completed?</i>	BENCHMARK <i>The goal to be met within the indicated timeline.</i>	STATUS/GOALS MET
Additional Elements Required from the Water Board - Water Quality Management Plan (WQMP) Six Control Measures for Mercury and Bacteria from NPDES Phase II Program	Sediment and Air Deposition	3. Illicit Discharge Detection and Elimination	c. Perform water quality testing in Salem Ditch, Stayton Ditch, and West Stayton Irrigation Ditch.	Prepare annual summary report.	Ongoing	Continue testing and track water quality improvements/degradation over time.	The purpose of this monitoring is to provide the City with additional data to better understand the effects of the City's storm outfalls on water quality of the North Santiam River and associated canals. Sampling data is reviewed at the time test results are received and on an annual basis. Laboratory analysis reports are included as Attachment X. 2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -
		4. Construction Site Runoff Control	a. Refer to Mercury>Sediment>Stormwater>Reduce Sediment>1200C,Erosion Control Plans (1.a., 1.b.)				
		5. Post Construction Storm Water Management	a. Ensure that the City-adopted Portland Stormwater Management Plan requirements are followed.	Review all new development plans prior to issuing permits.	Ongoing	Continue reviewing new development plan sets over time.	2023 - 2024 - 2024 - 2025 - 2025 - 2026 - 2026 - 2027 - 2027 - 2028 -



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: November 6, 2023
SUBJECT: Resolution No. 1074, Authorizing Renewal of a Lease at 350 N. Third Avenue for Operation of the Star Cinema

BACKGROUND INFORMATION

The City has had a lease with Cinema Treasures LLC to operate the Star Cinema since 2002. The current lease ran through October 2023 and a new lease is necessary to retain the partnership. Upon review the existing lease, staff did not identify any necessary modifications other than consideration of a modest increase to the rent. The current rent is \$758 and staff proposed an increase of 19% to \$902. The rationale for this increase is that there are additional expenses and costs incurred by the City, including insurance and utilities. We did not propose a higher increase for a variety of reasons including:

- It is hard to compare theater lease rates with other commercial space rates due to the unique nature of the business;
- the existing lease was based on response to an RFP when the partnership was first established and staff did not find a need to modify the original basis of the rate, only the need for an increase to account for increasing costs incurred to the City and anticipated to be incurred over the 5 year term of the lease agreement; and
- staff is aware that operating a movie theater in the current times, especially in a small community, is tenuous and we did not want to increase rents in a way that would negatively impact their ability to operate the business in our community.

A copy of the proposed 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. 1074
A RESOLUTION AUTHORIZING A FIVE-YEAR LEASE FOR CINEMA TREASURES TO OPERATE THE STAR CINEMA AT 350 N. THIRD AVE

WHEREAS, the City of Stayton (the "City") owns property at 350 N. Third which has been operated as a movie theater since 1988; and

WHEREAS, Cinema Treasures LLC has had a lease with the City to operate the movie theater since 2002; and

WHEREAS, the theater has been a good tenant during that period, paying rent on time and operating the theater professionally and brought customers into downtown Stayton; and

WHEREAS, the City staff and Council have no concerns with renewing the lease for another five-year term, with a modest fee increase to account for increased cost for City maintenance and utility costs.

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The Stayton City Council authorizes the City Manager to sign a lease agreement that is substantially similar to the one attached 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 6TH DAY OF NOVEMBER 2023.

Signed: _____, 2023

By: _____
Mayor Brian Quigley, Mayor

Signed: _____, 2023

Attest: _____
Julia Hajduk, City Manager

LEASE AGREEMENT

This Lease Agreement is by and between the City of Stayton (Lessor/City) and Cinema Treasures, LLC (Lessee).

Lessor desires to lease approximately 4,720 sq. ft. of space at 350 N. Third Avenue, Stayton, OR, commonly known as the Star Cinema (Premises), and Lessee desires to lease said Premises from Lessor.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Lease Agreement (Lease), Lessor and Lessee agree as follows:

SECTION 1 – AGREEMENT TO LEASE: TERM AND OPTION

Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor, for the term and in accordance with all the agreements, covenants, and conditions set forth in this lease. The term of this Lease (Term) shall begin and possession of the Premises shall be delivered, after the Lease has been signed and approved by both parties the possession date shall be the effective date and shall continue for a period of five (5) years and shall end on the fifth anniversary of the effective date unless sooner terminated pursuant to any provision of this Lease.

EFFECTIVE DATE OF THIS AGREEMENT IS NOVEMBER 1, 2024

SECTION 2 – RENT; LATE CHARGES; TAXES

2.1 Base Rent

From effective date, Lessee shall pay \$902 each calendar month as Base Rent. Base Rent shall be paid in advance prior to the 30th day of each calendar month without any deduction, offset, or hold back of any nature whatsoever. All payments shall be submitted to Stayton City Hall.

2.2 Interest and Late Charges

Rent, if not paid within thirty (30) days of the due date, shall bear interest at the rate of nine percent (9%) per annum from the due date until fully paid, with the interest rate to be applied to the amount past due.

2.3 Personal Property Taxes

Lessee shall be responsible for and pay all property taxes levied on Lessee's personal property located on the Premises.

SECTION 3 – USE OF PREMISES

3.1 Lessee shall use the Premises only for showing moving pictures, suitable performing arts entertainment, and closely related uses, and for no other purpose without Lessor's prior

written consent, which consent shall not be unreasonably withheld. Lessee shall comply, at their expense, with all applicable laws, ordinances, and regulations of any public authority. Lessee shall not conduct or permit any activities on the Premises that are a nuisance, may damage the reputation of the Premises, or are offensive to Lessor or other tenants of the building. Example of prohibited activities: viewings of "X" rated or pornographic film/ performances.

3.2 Hazardous Substances

- a. Lessee shall refrain from using or allowing anyone else from using the Premises to generate, manufacture, refine, transport, treat, store, recycle, release, or dispose of any hazardous substance as defined below. Lessee shall refrain from causing, permitting, or suffering any hazardous substance, as defined below, to be brought upon, used, kept, or stored in or about the Premises without the prior written consent of Lessor. Lessee shall refrain from the discharge, deposit or disposal of hazardous substances or engaging in any activity which would be subject to or regulated by state, local, or federal law or regulation and as defined below. Lessee shall be responsible for any and all preventative, investigative, or remedial actions including emergency response, removal, containment, and other remedial actions that are required by law or government regulation or order or that are necessary to minimize damage or injury to property, persons, or the environment, or the threat of such damage or injury by release of or exposure to hazardous substances.
- b. Lessee shall not commit or permit any action (or inaction) upon the Premises which may subject Lessee or Lessor to any liability for injury, damages to persons or property, or any violation of law, or legal requirements, regarding the unlawful manufacture, storage transportation of any Hazardous Substances, as defined below, of any type, within or on said Premises, but shall exercise such control over the property to protect Lessee and Lessor fully against any such liability.
- c. Hazardous Substances Defined. As used herein, "Hazardous Substances" shall mean any asbestos, petroleum, gasoline, fuel, or any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic substances, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect.

3.3 Limitations on Use

Lessee shall refrain from any use of the Premises that would cause the fire insurance rates on the Premises or the building to be increased. If Lessee fails to comply with this restriction after reasonable notice from Lessor, Lessee shall pay any resulting extra cost of the fire insurance upon written demand of Lessor.

3.4 Building Loads

Lessee shall refrain from any activity or installation that will overload the floor or electrical circuits of the building or create undue stress or strain on any part of the building. Lessor shall have the right to approve in advance the installation of any power-

driven machinery, or other machinery or heavy equipment not customary for normal building use. Lessor may select a qualified electrician whose opinion will control regarding electrical circuits or a qualified engineer or architect whose opinion will control regarding floor loads or other stresses.

3.5 Signs

Lessee shall not display, inscribe, print, or affix any permanent sign, picture, advertisement, or notice on any portion of the Premises, including but not limited to any wall, glass, wood, or brick surface, without Lessor's prior written approval as to design, size, location, and color, without any other approval required by the City.

3.6 Acceptance "As Is"; Compliance with Americans with Disabilities Act (ADA)

- a. **Lessee Accepts Theater "As Is."** In the event Lessee is required to make repairs to the building's structural components, foundation, gutters, exterior walls, common halls, HVAC, heating system, plumbing, electrical, and if the total cost of making the repairs exceeds \$2,000, the Lessee shall have the right, upon giving Lessor sixty (60) days prior written notice, to terminate this Lease. If Lessor elects to terminate the Lease, all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to reimbursement of any prepaid rents paid by Lessee and attributable to the anticipated term.
- b. **Compliance.** Lessee shall be responsible for compliance with the ADA for all issues which arise with respect to Lessee's trade fixtures, equipment and free-standing space dividers and any other fixtures or equipment installed or used on the premises by Lessee. Lessor shall be responsible for compliance with the ADA with respect to all issues which arise due to structural features of the leased space. With respect to each party's area of responsibility, each party shall take steps which are necessary to comply with the ADA, shall pay for all costs of compliance, promptly, when due, and shall pay all penalties, fines, judgements, including attorney fees and court costs, which may be levied or assessed because of a failure to comply with the ADA.
- c. **Termination.** In the event Lessor is required to make any changes in the structure of the leased space to comply with the ADA and if the cost of making the structural changes exceeds the sum of \$5,000, Lessor shall have the right, upon giving Lessee sixty (60) days prior written notice, to terminate this Lease. If Lessor elects to terminate the Lease, all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to the reimbursement of any prepaid rents paid by Lessee and attributable to the anticipated term. If Lessor does not elect to terminate the Lessee, Lessor shall proceed to make such alterations as are necessary to comply with the ADA. Rent shall be abated during the period of such alterations to the extent the alteration work interferes with lessee's occupancy.
- d. **Acceptance of Premises "As Is."** Lessee agrees to accept possession of the Premises in an "as is" condition on the effective date. The taking of possession of the Premises by Lessee shall be conclusive evidence as to Lessee that, at the time such

possession was so taken, the Premises were in good and satisfactory condition.

- e. **Extraordinary Expenses.** If Lessor becomes aware of any financial obligation not existing on the effective date, including any fee, license, or tax imposed by another governmental agency which exceeds the sum of \$1,000, Lessor shall have the right upon giving lessee sixty (60) days prior written notice, to terminate this Lease. If Lessor elects to terminate the Lease, all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to the reimbursement of any prepaid rents paid by Lessee and attributable to the anticipated term.

SECTION 4 – MAINTENANCE

4.1 Obligations

- a. **Lessor:** Lessor shall have no responsibility for maintaining the Premises other than to repair and maintain the building's structural components, foundation, roof, gutters, exterior walls, and common halls in sound, clean and serviceable condition.
- b. **Lessee:** Lessee shall maintain in good condition the windows, the heating, ventilation, and air conditioning system, the plumbing and plumbing fixtures, the electrical system, and projection equipment, and repair at lessee's cost. Repair of damage caused by Lessee's negligent or intentional acts or acts in breach of this lease shall be at Lessee's expense. Any halls and passageways which may be included within the Premises.

4.2 Performance of Maintenance

Lessor shall have the right to erect scaffolding and other apparatus necessary for the purpose of making required repairs. Lessor shall have no liability for consequential damages for failure to perform required maintenance and repair. Lessor shall have no liability for interference with Lessee's use by needed repairs and installations, or modifications required by any governmental body, provided that the work is performed in a manner designed to cause a reasonable minimum interference to Lessee. Lessor shall have no obligation to use overtime labor to minimize disturbance to Lessee.

SECTION 5 – UTILITIES

5.1 Provision of Utilities

At Lessor's expense, Lessor shall cause the Premises to be provided with garbage, as well as with electricity for lighting, heating (natural gas), telephone, and air conditioning; the costs of such utilities shall be at the Lessee's expense. The Lessor shall provide water and sewer to the Lessee at no cost. Lessee's electrical usage on the Premises shall be individually metered and billed directly by the utility providing such service. Lessee shall be solely responsible for the payment for such service and shall do so promptly upon receipt of the billing statement.

5.2 Interruption of Services

Lessor does not warrant that any of the services and utilities referred to in this Section will be free from interruption caused by or resulting from any variation, interruption, or failure of such services due to any cause whatsoever. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident, strike, or conditions or events beyond Lessor's reasonable control shall be deemed an eviction of Lessee to relieve Lessee from any of Lessee's obligations under this Lease, provided that any such repairs alterations or improvements that have been performed by Lessor or Lessor's contractors are performed in a manner designed to cause a reasonable minimum of interference with such services. Lessor shall not be in default of this Lease, or have any liability to Lessee for damages, nor shall Lessee be entitled to any abatement of or offset against rent due if any of the services to be provided by Lessor pursuant to this Section 5 are not provided by Lessor.

SECTION 6 – MAINTENANCE AND ALTERATIONS

6.1 Maintenance

Lessee shall maintain the Premises in a neat, clean, good condition, including janitorial, at all times, and shall cause to be repaired all damage to the Premises caused by Lessee's use. In the event such a repair is required, Lessor may require that the repair work be performed by Lessor and Lessee shall pay the actual cost of the repair work. If repair work is to be done by Lessee, Lessor shall have the right to approve the workmen selected by Lessee. If Lessee fails to perform, Lessor may provide such service or maintenance at Lessee's expense.

6.2 Alterations

Lessee shall not make any alterations, additions, or improvements to the Premises, change the color of the interior or exterior, or install any wall or floor covering without Lessor's prior written consent, which will not be unreasonably withheld. Any such additions, alterations, or improvements, including any sound system improvements installed by Lessee, except for unattached movable trade fixtures, shall at once become part of the building and belong to Lessor unless the terms of the applicable consent provide otherwise.

SECTION 7 – LIABILITY TO THIRD PERSONS

7.1 Construction Work

Lessee shall give Lessor written notice at least 10 days in advance of the commencement of any work which could result in the imposition of a lien pursuant to ORS Chapter 87 and Lessee authorizes Lessor to post a notice of non-responsibility pursuant to ORS 87.030. Lessee shall pay when due all claims arising out of Lessee's conduct for work done on or for services rendered or material furnished to the Premises and shall keep the Premises free from any liens other than liens created by Lessor. If Lessee fails to pay any such claim or to discharge any such lien, Lessor may do so and collect such amount as additional Base Rent, together with interest thereon as provided in Section 2.

7.2 Liability

Lessee shall not commit or permit any action (or inaction) upon the Premises which may subject Lessor to any liability for injury, damages to persons or property, or any violation of law or legal requirements, but shall exercise such control over the Premises as to protect Lessor fully against any such liability. Lessee agrees to indemnify and hold harmless Lessor from and against all claims against Lessor arising from any act, omission, or negligence of Lessee, its contractors, licensees, agents, servants, employees, invitees, or visitors; all claims against Lessor arising from any accident, injury, or damage whatsoever caused to any person or property occurring during the Term and in, about, or outside the Premises, if such accident, injury, or damages results (or is claimed to have resulted) from an act or omission of Lessee or Lessee's agents, employees, invitees, or visitors; and any claim against Lessor arising from any breach, violation, or nonperformance by Lessee of any provision of this Lease. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability fines, suits, demands, costs, and expenses (including reasonable attorneys' fees) of any kind or nature incurred in connection with any such claim or any proceeding brought thereon and the defense thereof.

7.3 Liability Insurance

From and after the date of delivery of the Premises to Lessee, and at all times during the Term, Lessee shall carry comprehensive public liability insurance in the amount of not less than \$1,000,000 and in a form satisfactory to Lessor. Such insurance shall be evidenced by a certificate delivered to Lessor stating that the coverage will not be canceled or materially altered without 30 days' advance written notice to Lessor. Such insurance shall name Lessor and any parties designated by Lessor as additional insureds and shall contain a contractual liability endorsement referring to this Lease.

7.4 Property Damage and Fire Insurance

Lessee shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement cost basis covering all equipment and tenant improvements on the leased Premises in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Lessor. The policies shall be written in such form with such terms and by such insurance companies reasonably acceptable to Lessor. Lessee shall deliver to Lessor certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Lessor. In the event of loss, Lessee shall give immediate notice to Lessor. Lessor may make proof of loss if Lessee fails to do so within 15 days of the casualty.

7.5 Lessor's Right to Procure Insurance

In the event Lessee fails to procure, maintain, or pay for, at the times and for the duration specified in this Section, any insurance required therein, or fails to carry insurance required by law or governmental regulation, Lessor may (but shall not be obligated to) at any time, upon written notice to Lessee, procure such insurance and pay

the premiums therefore, in which event Lessee shall repay to the Lessor all sums so paid by Lessor, together with interest thereon as provided in Section 2.2 and any costs or expenses incurred by Lessor in connection therewith, within ten days following Lessor's written demand to Lessee for such payment.

SECTION 8 – DAMAGE

8.1 Limitation of Lessor's Liability

Any building employee or contractor to whom any property is entrusted by or on behalf of Lessee shall be deemed to be acting as Lessee's agent with respect to such property. Lessor and its agents shall not be liable for any damage to any property entrusted to employees or contractors of Lessee by or on behalf of Lessee, or for the loss of or damage to any property of Lessee by theft or otherwise. Neither Lessor nor its agents shall be liable for any injury or damage to persons or property or any interruption of Lessee's business resulting from any cause whatsoever; any damage caused by other tenants or persons in the building or caused by construction of any private, public, or quasi-public work; or any defect, whether latent or patent, in the Premises or the building. However, no provision of this Lease shall be construed to relieve Lessor from responsibility directly to Lessee for any loss or damage caused directly to Lessee by the negligent acts or omissions of Lessor.

8.2 Damage to Premises/Building

Lessee shall give immediate notice to Lessor in case of fire or accident involving the Premises or building. If fire or other casualty causes such damage to the Premises or building as to make the Premises unsuited for the use permitted by this Lease, either Lessor or Lessee may elect to terminate this Lease by written notice to Lessee given within 30 days following the date of damage. Upon the giving of such notice, this Lease shall be terminated as of the date of damage.

8.3 Restoration

a. If the Premises or building is damaged and this Lease has not been terminated pursuant to this Section, Lessor shall repair the damage and restore the Premises or building to a condition comparable to that existing prior to the damage, subject to the provisions of Section 8.4. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond Lessor's reasonable control. Base Rent shall be reduced during the period of repair by an amount equal to the Base Rent multiplied by the ratio between the number of square feet of the Premises which are not reasonably usable for the use permitted by this Lease on account of such damage and the number of square feet in the Premises. If the damage does not cause any material interference with Lessee's use, there shall be no abatement of Base Rent. Lessee shall cooperate with Lessor during the period of repair and vacate all or any part of the Premises to the extent necessary for the performance of the required work.

- b. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and repairs do not exceed sixty (60) percent of the value of the building, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered un-tenantable. However if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if repair costs exceed sixty (60) percent of the value of the building, or if the property is condemned, this Lease shall terminate upon sixty days' written notice of such event or condition by either party and any unearned rent paid in advance by Lessee shall be apportioned and refunded to it. Lessee shall give Lessor notice of any damage to the Premises.

8.4 Restoration of Lessee's Property

Repair, replacement, or restoration of any fixtures and personal property owned by Lessee or any additions or improvements to the Premises constructed by Lessee shall be the responsibility of Lessee regardless of the cause of the damage, except as caused solely by Lessor's negligence. Lessee shall pay all costs of moving its property when required in connection with repairs to the Premises.

8.5 Protection of Lessee's Property, Subrogation

Lessee shall be responsible for insuring their personal property and trade fixtures located on the Premises. Neither party shall be liable to the other party for any loss or damage caused by water damage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

SECTION 9 – DEFAULT REMEDIES

9.1 Events of Default. The following shall be events of default:

- a. Failure of Lessee to pay any rent or other charge within 30 days after it is due.
- b. Abandonment, desertion, or vacation of the Premises during the Term, except as required under this Lease.
- c. Failure of Lessee to comply with any other term or condition or fulfill any other obligation under this Lease within 20 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within such 20-day period, this requirement shall be satisfied if Lessee begins correction of the default within such 20-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as is reasonably possible.

- d. The filing by Lessee or third party of a voluntary petition in bankruptcy or insolvency, seeking any relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law, or any assignment by Lessee for the benefit of creditors.

9.2 Remedies of Default. Lessor shall have the following remedies if in default, in addition to, and shall not preclude any other remedy available to Lessor under applicable law:

- a. Lessor, at Lessor's option, may relet the whole or any part of the Premises from time to time, either in the name of Lessor or otherwise, to such tenants, for such terms ending before, on, or after the expiration of the Tenn. No such reletting or failure shall operate to relieve Lessee of any Liability under the Lease or otherwise to affect any such liability.
- b. Whether or not Lessor retakes possession of or relets the Premises, Lessor shall have the right to recover unpaid rent and all damages caused by the default, including attorneys' fees and costs.
- c. If Lessee shall fail to remove any of Lessee's property of any nature whatsoever from the leased Premises or the building at the termination of this Lease or when Lessor has the right of re- entry, Lessor may, at Lessor's option, remove and store said property without liability for the loss thereof or damage thereto, such storage to be for the account and the expense of Lessee.

SECTION 10 – SURRENDER OF PREMISES

10.1 Surrender of Premises

Upon expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the Premises and all improvements made to the Premises and all fixtures including movie/film digital projector, whether installed or paid for by Lessor or Lessee, in first class condition. Depreciation and wear from ordinary use for the purpose for which the Premises were leased need not be restored, but all repairs for which Lessee is responsible shall be completed by the latest practical date prior to such surrender. Lessee shall remove all its movable furnishings and movable trade fixtures that remain its property and restore all damage resulting from such removal. In addition, Lessor may require the removal of any nonstandard tenant improvements or fixtures installed by or for Lessee and Lessee shall restore all damage resulting from such removal. Failure to remove any property from the Premises in accordance with this Section shall be an abandonment of such property, and Lessor may dispose of such property in any manner without liability and may charge Lessee for the actual cost of removal, storage, and disposal of such property in any manner without liability and the renovation of the Premises required after such removal.

10.2 Failure to Surrender

If Lessee fails to vacate the Premises when required, including failure to remove all its personal property, Lessor may elect to treat Lessee as a tenant from month to month, subject to all provisions of this Lease.

SECTION 11 – ACCESS TO PREMISES BY LESSOR

Lessee shall give Lessor, and its agents, reasonable access to the Premises to enable them to inspect the Premises, to respond to any emergency or perform any maintenance or other work on the Premises, or for the purposes of exhibiting the Premises to prospective occupants.

SECTION 12 - GENERAL PROVISIONS**12.1 Time**

Time is of the essence of the performance of each obligation of Lessee under this Lease.

12.2 Waiver

Any waiver of any provision of this Lease shall be in writing signed by the party to be bound by such waiver. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

12.3 Prior Agreements: Modifications

This Lease is the entire, final, and complete agreement of the parties pertaining to the lease of the Premises and supersedes and replaces all prior or existing written and oral agreements between the parties. This lease may not be modified except by endorsement, dated and signed by the parties. Lessor shall not be bound by any oral or written statement of any servant, agent, or employee modifying this Lease.

12.4 Successors

Subject to the limitations concerning transfers by Lessee, the rights, liabilities, and remedies provided in this Lease shall extend to the heirs, legal representatives, successors, and assigns of the Parties. The words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, proprietorships, partnerships, associations, or corporations which may be or become parties to this Lease.

12.5 Notices

Any notice that either party desires to give the other shall be given by certified mail, return receipt requested, addressed as follows (changes of address shall be promptly provided to the other party):

TO LESSOR:

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

TO LESSEE:

Jeff Mexico
 dba Cinema Treasures, LLC
 3861 Seneca Ave SE
 Salem, 97302

12.6 Dispute Resolution (construed by Oregon Laws)

- a. In the event a dispute arises between the parties as to the terms of this Agreement, the matter shall first be addressed through mandatory mediation. If not settled by mediation, the parties shall resolve the matter by binding arbitration in accordance with Oregon laws.
- b. In the event either party brings action to enforce the terms of this Lease or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal. The venue shall be the Circuit Court of Marion County, Oregon.

12.7 Promotional Requirements

Lessee shall provide no less than three (3) promotional "slides," on an ongoing basis, promoting the benefits of living in the City of Stayton or other City-related topics, to be determined by Lessor, at no cost to Lessor.

12.8 Preparation of Lease Agreement – Notice to Lessee

This Lease Agreement has been prepared by Lessor and/or its legal counsel. The Lessee expressly acknowledges that Lessee has been advised that Lessee may and should obtain Lessee's own legal representation regarding this transaction and this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate.

CITY OF STAYTON, OREGON

JEFF MEXICO DBA CINEMA TREASURES

 Julia Hajduk, City Manager

 Jeff Mexico DBA Cinema Treasures



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

TO: Mayor Quigley and the Stayton City Council
FROM: Julia Hajduk, City Manager
DATE: November 6, 2023
SUBJECT: Resolution No. 1075, Establishing Rates for Solid Waste Management in the City of Stayton as Requested by United Disposal Services (DBA Republic Services of Marion County)

ISSUE

Resolution No. 1075, authorizing a rate increase for solid waste management franchisee Republic Services.

BACKGROUND INFORMATION

The City and Republic Services have an exclusive franchise agreement authorized by ORS 459A.085. This agreement allows the City to set the rates the franchisee collects and sets out the expectations of the franchisee with the understanding they are a for-profit business with an expectation of a certain rate of return.

Republic Services last received a 6.5% rate increase in August of 2021. Republic Services has brought forward information to the Council at a work session (September 18, 2023) and during a regular business meeting (October 2, 2023) to review their costs of providing services and their anticipated revenue and profit. The information revealed the current rate structure is not sufficient and, if rates were not changed, they would be anticipating losing money providing the necessary garbage service in the near future.

At the October 2nd Council meeting, the Council and representatives from Republic Services discussed several options for rate increases from an 18% increase effective January 1st to tiered increase options beginning November 1st. Council input at the time was that while an 18% increase was not ideal, the long-term costs to the residents would be less if the rates were increased to get to the target revenue structure over several months. The resolution attached and the rates identified in Exhibit 1 of the resolution reflect this direction from Council. The resolution authorizes future rate increases, subject to the limitations listed below, without further Council authorization. Limitations to future rate increase authorization:

- Increase must be less than or equal to the Consumer Price Index, CPI-U, U.S. City Average, all items with base period 1982-84=100, not seasonally adjusted, using the annual average for the month prior to the request.

- Increases may occur no more than once per calendar year and must occur at least 6 months after a prior increase.
- Written notification of the decision to increase rates, the rate amount, and effective date of rate increase shall be provided to the City Manager at least sixty days prior to the proposed effective date of the rate increase.
- If the CPI increase is greater than 5%, the Council may choose, at their discretion, to request additional information from the Franchisee and hold a public hearing on the proposed rate increase. If this option is invoked, a hearing shall be scheduled no less than thirty (30) days prior to the proposed effective date of the rate increase.
- Council may repeal this authorization at any time via new resolution.

For reference, Attachment A to this staff report provides excerpts of pages from the October 2, 2023 presentation that compare existing rates with the proposed rates. The rate increase presented in the attached resolution reflects Option 1.

FISCAL IMPACT

An adopted rate increase will impact Stayton residents and the business community with an increase in service rates for Solid Waste. Per the franchise agreement, Republic Services pays 5% of their revenue to the City in franchise fees (to contribute to, among other things, their impact on the street system) and with an increase in revenue, their contribution to the City via franchise fee is anticipated to increase by approximately \$20,000.

OPTIONS AND MOTIONS

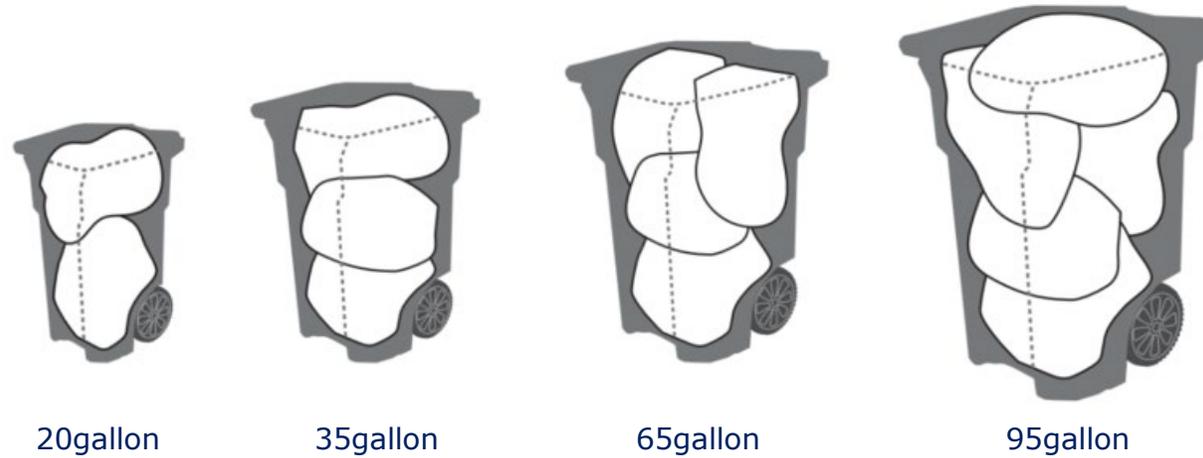
1. Approve Resolution No. 1075, as presented.

Motion to approve Resolution No. 1075, as presented.

2. Approve Resolution No. 1075, as amended.

Motion to approve Resolution No. 1075, as amended...

Service Level Capacities



Service Level Volumes	Current	\$ Per Bag	Option 1	\$ Per Bag	Option 2	\$ Per Bag	Option 3	\$ Per Bag
20-gallon bin	\$24.81	\$2.86	\$29.28	\$3.38	\$29.75	\$3.44	\$28.78	\$3.32
35-gallon bin	\$29.18	\$2.25	\$34.43	\$2.65	\$34.99	\$2.69	\$33.85	\$2.61
65-gallon bin	\$39.72	\$2.29	\$46.87	\$2.71	\$47.62	\$2.75	\$46.08	\$2.66
95-gallon bin	\$44.51	\$2.06	\$52.52	\$2.43	\$53.37	\$2.47	\$51.63	\$2.38

Chart notes: The number of bags that fit in each container size may vary from the diagram above, service levels cover the total volume of the container.

Adjustment Options

		Option 1		Option 2		Option 3			
		18%	\$ Δ	10%	\$ Δ	9%	\$ Δ	16%	\$ Δ
Residential		1/1/2024		11/1/2023		4/1/2024		11/1/2023	
20 gallon	Current \$24.81	\$29.28	\$4.47	\$27.29	\$2.48	\$29.75	\$2.46	\$28.78	\$3.97
35 gallon	\$29.18	\$34.43	\$5.25	\$32.10	\$2.92	\$34.99	\$2.89	\$33.85	\$4.67
65 gallon	\$39.72	\$46.87	\$7.15	\$43.69	\$3.97	\$47.62	\$3.93	\$46.08	\$6.36
95 gallon	\$44.51	\$52.52	\$8.01	\$48.96	\$4.45	\$53.37	\$4.41	\$51.63	\$7.12
Commercial		1/1/2024		11/1/2023		4/1/2024		11/1/2023	
35 gallon	\$21.40	\$25.25	\$3.85	\$23.54	\$2.14	\$25.66	\$2.12	\$24.82	\$3.42
65 gallon	\$35.25	\$41.60	\$6.35	\$38.78	\$3.53	\$42.26	\$3.49	\$40.89	\$5.64
95 gallon	\$46.70	\$55.11	\$8.41	\$51.37	\$4.67	\$55.99	\$4.62	\$54.17	\$7.47
1 yard	\$112.67	\$132.95	\$20.28	\$123.94	\$11.27	\$135.09	\$11.15	\$130.70	\$18.03
1.5 yard	\$139.94	\$165.13	\$25.19	\$153.93	\$13.99	\$167.79	\$13.85	\$162.33	\$22.39
2 yard	\$183.92	\$217.03	\$33.11	\$202.31	\$18.39	\$220.52	\$18.21	\$213.35	\$29.43
3 yard	\$261.35	\$308.39	\$47.04	\$287.49	\$26.14	\$313.36	\$25.87	\$303.17	\$41.82
4 yard	\$326.52	\$385.29	\$58.77	\$359.17	\$32.65	\$391.50	\$32.33	\$378.76	\$52.24
5 yard	\$378.28	\$446.37	\$68.09	\$416.11	\$37.83	\$453.56	\$37.45	\$438.80	\$60.52
6 yard	\$419.50	\$495.01	\$75.51	\$461.45	\$41.95	\$502.98	\$41.53	\$486.62	\$67.12
8 yard	\$549.32	\$648.20	\$98.88	\$604.25	\$54.93	\$658.63	\$54.38	\$637.21	\$87.89
Drop Box		1/1/2024		11/1/2023		4/1/2024		11/1/2023	
10 yard	\$310.37	\$342.84	\$32.47	\$341.41	\$31.04	\$372.13	\$30.73	\$360.03	\$49.66
20 yard	\$440.37	\$472.84	\$32.47	\$484.41	\$44.04	\$528.00	\$43.60	\$519.64	\$79.27
30 yard	\$570.37	\$602.84	\$32.47	\$627.41	\$57.04	\$683.87	\$56.47	\$673.04	\$102.67

\$Δ represents the difference between the current rate and adjustment option. Drop Box rates include haul and disposal.

Residential Rates

	Stayton		Marion County Sparse	Marion County Rural	Salem Marion County	Sublimity	Silverton*
Residential Rates	Current	Option 1	2023	2023	2023	2023	2023
20 gallon	\$24.81	\$29.28	\$33.68	\$29.59	\$30.95	\$28.91	\$25.76
35 gallon	\$29.18	\$34.43	\$34.46	\$30.42	\$34.75	\$32.33	\$32.01
65 gallon	\$39.72	\$46.87	\$42.53	\$38.00	\$45.35	\$38.64	\$39.70
95 gallon	\$44.51	\$52.52	\$50.27	\$46.29		\$45.20	\$42.47
Trash	Weekly		Weekly	Weekly	Weekly	Weekly	Weekly
Recycle	EOW		EOW	EOW	EOW	EOW	EOW
Glass, oils, and batteries	EOW				EOW	EOW	EOW
Yard Debris	Weekly				Weekly	EOW	Weekly
Food Waste in Yard Debris	Weekly				Weekly		Weekly
Every Other Week represented by EOW in chart. Cities in rate adjustment process currently*. Option 1 would be the rate until January 1, 2025.							

Commercial and Drop Box Rates

	Stayton		Marion County Sparse	Marion County Rural	Salem Marion County	Sublimity	Silverton*
Commercial Rates	Current	Option 1	2023	2023	2023	2023	2023
35 gallon	\$21.40	\$25.25	\$29.70	\$25.17	\$23.05	\$27.33	\$22.66
65 gallon	\$35.25	\$41.60	\$39.82	\$37.89	\$35.60	\$38.24	
95 gallon	\$46.70	\$55.11	\$50.76	\$48.83	\$48.45	\$58.34	\$32.75
1 yard	\$112.67	\$132.95	\$90.68	\$78.17		\$134.81	\$106.85
1.5 yard	\$139.94	\$165.13	\$117.31	\$104.75		\$167.39	\$142.05
2 yard	\$183.92	\$217.03	\$151.89	\$134.42	\$137.30	\$220.21	\$182.25
3 yard	\$261.35	\$308.39	\$242.42	\$202.01	\$178.55	\$312.98	\$257.50
4 yard	\$326.52	\$385.29	\$341.80	\$269.15	\$233.50	\$389.32	\$332.80
6 yard	\$419.50	\$446.37	\$450.61	\$361.30	\$342.25	\$500.21	\$484.65
8 yard	\$549.32	\$495.01	\$600.83	\$480.99	\$451.35		\$635.20
Drop Box Rates	Current	Option 1	2023	2023	2023	2023	2023
10 yard	\$ 310.37	\$ 342.84	\$372.00	\$322.00	\$329.40	\$303.84	\$292.93
20 yard	\$ 440.37	\$ 472.84	\$527.00	\$477.00	\$483.80	\$458.79	\$449.46
30 yard	\$ 570.37	\$ 602.84	\$657.00	\$607.00	\$667.25	\$638.86	\$610.94
<p>Cities in rate adjustment process currently*. Drop Box rates include haul and disposal only. Option 1 would be the rate until January 1, 2025.</p>							



RESOLUTION NO. 1075
A RESOLUTION ESTABLISHING RATES FOR SOLID WASTE MANAGEMENT
IN THE CITY OF STAYTON AS REQUESTED BY UNITED DISPOSAL SERVICES (DBA
REPUBLIC SERVICES OF MARION COUNTY)

WHEREAS, Stayton Municipal Code 4.08.020(1)(b) permits the establishment a franchise for the collection of solid waste; and

WHEREAS, the Franchisee, United Disposal Services (dba Republic Services of Marion County), has a franchise granted by City Council Resolution No. 655, and the Franchisee has now requested an increase to the current rates due to increased operational costs; and

WHEREAS, pursuant to SMC 4.08.030, rates under the franchise are set by Council resolution after a public hearing; and

WHEREAS, the Stayton City Council held a public hearing on November 6, 2023 to hear public testimony on the proposed rate increase; and

WHEREAS, the Stayton City Council has received information from Republic Services regarding their service delivery costs and revenues and determined that the rate schedules addressed herein are fair, reasonable, and competitive; and

WHEREAS, the Stayton City Council finds that establishing a CPI adjustment process as set out in this Resolution is appropriate given the factors in SMC 4.08.030(1)(b).

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

- SECTION 1.** Rates for monthly Solid Waste Management Services, as requested by United Disposal Services (dba Republic Services of Marion County), effective January 1, 2024, shall be as detailed in Exhibit 1 to this resolution.
- SECTION 2.** Beginning January 1, 2025, Republic Services may increase rates for service, without additional Council authorization, under the following conditions:
- a. Increase must be less than or equal to the Consumer Price Index, CPI-U, U.S. City Average, all items with base period 1982-84=100, not seasonally adjusted, using the annual average for the month prior to the request.
 - b. Increases may occur no more than once per calendar year and must occur at least 6 months after a prior increase.
 - c. Written notification of the decision to increase rates, the rate amount, and effective date of rate increase shall be provided to the City Manager at least sixty days prior to the proposed effective date of the rate increase.
 - d. If the CPI increase is greater than 5%, the Council may choose, at their discretion, to request additional information from the Franchisee and hold a public hearing on the proposed rate increase. If this option is invoked, a hearing shall be scheduled no less than thirty (30) days prior to the proposed effective date of the rate increase.
 - e. The Council may repeal this authorization at any time via new resolution.

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

ADOPTED BY THE STAYTON CITY COUNCIL THIS 6TH DAY OF NOVEMBER 2023.

CITY OF STAYTON

Signed: _____, 2023

BY: _____
Brian Quigley, Mayor

Signed: _____, 2023

ATTEST: _____
Julia Hajduk, City Manager

City of Stayton



Rate Sheet: Effective January 1st, 2024

Sustainability in Action

Residential Monthly Rates	Current	1/1/2024	% Δ	\$ Δ
20 gallon	\$24.81	\$29.28	18%	\$4.47
20 gallon - trash only	\$22.47	\$26.51	18%	\$4.04
35 gallon	\$29.18	\$34.43	18%	\$5.25
65 gallon	\$39.72	\$46.87	18%	\$7.15
90 gallon	\$44.51	\$52.52	18%	\$8.01
Multifamily *4 + adjoining units under one billing				
20 gallon	\$21.08	\$24.87	18%	\$3.79
20 gallon opt out - trash only	\$20.66	\$24.38	18%	\$3.72
35 gallon	\$25.45	\$30.03	18%	\$4.58
35 gallon opt out - trash only	\$24.92	\$29.41	18%	\$4.49
65 gallon	\$35.46	\$41.84	18%	\$6.38
65 gallon opt out - trash only	\$34.71	\$40.96	18%	\$6.25
95 gallon	\$40.04	\$47.25	18%	\$7.21
95 gallon op out - trash only	\$39.19	\$46.24	18%	\$7.05
Ancillary Rates				
2nd yard cart	\$12.56	\$14.82	18%	\$2.26
2nd recycling cart	\$19.16	\$22.61	18%	\$3.45
Medical Waste (per delivery)	\$15.22	\$17.96	18%	\$2.74
Container Replacement Fee - Cart	\$79.87	\$94.25	18%	\$14.38
Glass bin replacement fee	\$6.39	\$7.54	18%	\$1.15
Extra Can/Bag/Box (CBB)	\$6.39	\$7.54	18%	\$1.15
Contaminated Recycling or Yard Debris Cart	\$10.65	\$12.57	18%	\$1.92
Return Trip Fee (RTN)	\$21.30	\$25.13	18%	\$3.83
Change/switch cart (after 1 free change out/year)	\$15.94	\$18.81	18%	\$2.87
Residential Temporary 3 yard container service				
Delivery	\$137.25	\$161.96	18%	\$24.71
Extra Lift Charge	\$94.65	\$111.69	18%	\$17.04
Daily Rent (Starts on 8th day from deilivery)	\$5.32	\$6.28	18%	\$0.96
Minium Month Lift Charge	\$94.65	\$111.69	18%	\$17.04
*A minimum lift fee of, once per month, for containers kept loner than 7 days.				

Commercial Rates	Current	1/1/2024	% Δ	\$ Δ
35 gallon	\$21.40	\$25.25	18%	\$3.85
35 gallon Extra Trip (EXT)	\$21.33	\$25.17	18%	\$3.84
65 gallon	\$35.25	\$41.60	18%	\$6.35
65 gallon Extra Trip (EXT)	\$24.79	\$29.25	18%	\$4.46
90 gallon	\$46.72	\$55.13	18%	\$8.41
90 gallon Extra Trip (EXT)	\$27.66	\$32.64	18%	\$4.98
1 yard	\$112.67	\$132.95	18%	\$20.28
1 yard 2x per week	\$225.35	\$265.91	18%	\$40.56
1 yard 3x per week	\$338.02	\$398.86	18%	\$60.84
1 yard 4x per week	\$450.69	\$531.81	18%	\$81.12
1 yard 5x per week	\$563.36	\$664.76	18%	\$101.40
1 yard extra trip	\$44.14	\$52.09	18%	\$7.95
1.5 yard	\$139.94	\$165.13	18%	\$25.19
1.5 yard 2x per week	\$279.88	\$330.26	18%	\$50.38
1.5 yard 3x per week	\$419.82	\$495.39	18%	\$75.57
1.5 yard 4x per week	\$559.76	\$660.52	18%	\$100.76
1.5 yard 5x per week	\$699.70	\$825.65	18%	\$125.95
1.5 yard extra trip	\$50.96	\$60.13	18%	\$9.17
2 yard	\$183.92	\$217.03	18%	\$33.11
2 yard 2x per week	\$367.85	\$434.06	18%	\$66.21
2 yard 3x per week	\$551.77	\$651.09	18%	\$99.32
2 yard 4x per week	\$735.69	\$868.11	18%	\$132.42
2 yard 5x per week	\$919.61	\$1,085.14	18%	\$165.53
2 yard extra trip	\$61.96	\$73.11	18%	\$11.15
3 yard	\$261.36	\$308.40	18%	\$47.04
3 yard 2x per week	\$522.70	\$616.79	18%	\$94.09
3 yard 3x per week	\$784.05	\$925.18	18%	\$141.13
3 yard 4x per week	\$1,045.40	\$1,233.57	18%	\$188.17
3 yard 5x per week	\$1,306.75	\$1,541.97	18%	\$235.22
3 yard extra trip	\$81.31	\$95.95	18%	\$14.64
4 yard	\$326.52	\$385.29	18%	\$58.77
4 yard 2x per week	\$653.05	\$770.60	18%	\$117.55
4 yard 3x per week	\$979.57	\$1,155.89	18%	\$176.32
4 yard 4x per week	\$1,306.09	\$1,541.19	18%	\$235.10
4 yard 5x per week	\$1,632.61	\$1,926.48	18%	\$293.87
4 yard extra trip	\$97.60	\$115.17	18%	\$17.57

Commercial Rates	Current	1/1/2024	% Δ	\$ Δ
6 yard	\$419.50	\$495.01	18%	\$75.51
6 yard 2x per week	\$839.00	\$990.02	18%	\$151.02
6 yard 3x per week	\$1,258.50	\$1,485.03	18%	\$226.53
6 yard 4x per week	\$1,678.00	\$1,980.04	18%	\$302.04
6 yard 5x per week	\$2,097.50	\$2,475.05	18%	\$377.55
6 yard extra trip	\$120.85	\$142.60	18%	\$21.75
8 yard	\$549.32	\$648.20	18%	\$98.88
8 yard 2x per week	\$1,098.65	\$1,296.41	18%	\$197.76
8 yard 3x per week	\$1,657.97	\$1,956.40	18%	\$298.43
8 yard 4x per week	\$2,197.29	\$2,592.80	18%	\$395.51
8 yard 5x per week	\$2,746.61	\$3,241.00	18%	\$494.39
8 yard extra trip	\$153.30	\$180.89	18%	\$27.59
*Commercial Service includes equal parts Trash and Recycle service. Additional containers and lifts available under Ancillary Services.				
*Cardboard available with a weekly service for NO CHARGE				
*Compacted containers charged @3x's the loose rate				
Ancillary Services				
Extra Can/Bag/Box	\$6.39	\$7.54	18%	\$1.15
Additional Recycling Cart	\$5.96	\$7.03	18%	\$1.07
Additional 65 gallon Yard Debris Cart	\$12.56	\$14.82	18%	\$2.26
Additional Recycling 4 yard container	\$58.78	\$69.36	18%	\$10.58
Additional Recycling 6 yard container	\$75.51	\$89.10	18%	\$13.59
Switch/Wash Out Container	\$37.27	\$43.98	18%	\$6.71
Lock	\$26.62	\$31.41	18%	\$4.79
Contamination Fee	\$10.65	\$12.57	18%	\$1.92
Cart Redelivery Fee	\$26.62	\$31.41	18%	\$4.79
Retrn Trip Fee	\$50.96	\$60.13	18%	\$9.17
Driver Time 1 Driver & 1 Truck -per hour rate	\$133.12	\$157.08	18%	\$23.96
Driver Time 2 Driver & 1 Truck -per hour rate	\$181.05	\$213.64	18%	\$32.59
Pull Out Charge per month per container:				
1-2 empties per week per container	\$18.10	\$21.36	18%	\$3.26
3-6 empties per week per continaer	\$21.36	\$25.20	18%	\$3.84
Extra Yardage (EXY) per yard	\$29.76	\$35.12	18%	\$5.36

Industrial Rates	Current	1/1/2024	% Δ	\$ Δ
Drop box				
10 yard	\$180.37	\$212.84	18%	\$32.47
20 yard	\$180.37	\$212.84	18%	\$32.47
30 yard	\$180.37	\$212.84	18%	\$32.47
Minimum Lift fee	\$150.00	\$177.00	18%	\$27.00
*all drop boxes must be hauled x1 per month minimum				
Compactor				
10 yard	\$165.00	\$194.70	18%	\$29.70
20 yard	\$165.00	\$194.70	18%	\$29.70
30 yard	\$198.00	\$233.64	18%	\$35.64
40 yard	\$264.00	\$311.52	18%	\$47.52



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: November 6, 2023
SUBJECT: Resolution No. 1076, Authorizing a Franchise Agreement with Comcast

BACKGROUND INFORMATION

Per SMC 4.04 the City may grant an exclusive or one or more non-exclusive franchise(s) to install, construct, operate, maintain, reconstruct, and expand a cable communication system within the public streets, ways, alleys, public utility easements, and places of the City of Stayton. Currently there are two franchise agreements for cable, internet, and phone: Astound (agreement is under the name of WaveVision) and SCTC. Comcast has approached the City to expand their services into the area.

FISCAL IMPACT

The fiscal impact is not currently known. The agreement includes a 5% franchise fee which may result in additional revenue for the City; however, it is also possible that new customers to Comcast will impact the franchise fee revenues from existing service providers.

SUMMARY

The attached resolution authorizes a franchise agreement with Comcast. The agreement defines how revenues are defined and establishes a franchise fee of 5%, the maximum amount allowed for this type of franchise, and it establishes construction standards for work in the right of way.

The agreement itself is attachment 1 to the resolution. The agreement was drafted by Comcast and reviewed and modified by our City Attorney and staff. In addition, Comcast is seeking to expand into the nearby cities of Sublimity and Aumsville, therefore we shared the draft agreement with them and worked to ensure that our agreements were substantially similar. The format and content of the agreement reflects the most up to date rules and standards. As a result, there may be differences between this agreement and existing franchise agreements, however those agreements will be updated as well. It should also be noted that some cleanup of the "Franchise" section of the code is needed as some sections have the entirety of the agreement adopted, by ordinance, into the code. This is not necessary, and we will work to clean that up as those agreements are updated and approved. With Council approval of the resolution, Council will be authorizing the franchise

agreement and will allow it to be signed by all parties. This will then be retained, outside of the Code, consistent with other agreements and contracts.

OPTIONS AND MOTIONS

The City Council is presented with the following options.

1. Approve Resolution No. 1076.

Move to approve Resolution No. 1076, as presented.

2. Approve Resolution No. 1076, with modifications.

Move to approve Resolution No. 1076, with the following modifications...

3. Not approve Resolution No. 1076.

No action is required if Council chooses to not approve the Resolution.



**RESOLUTION NO. 1076
A RESOLUTION AUTHORIZING A FRANCHISE AGREEMENT WITH COMCAST**

WHEREAS, the City of Stayton (the "City") is authorized by state statutes and its charter to grant non-exclusive Franchises to entities desiring to occupy Right-of-Way within the City;

WHEREAS, Comcast (the "Grantee"), a cable and internet provider, desires to install, operate, and maintain its system in Rights-of-Way in the City;

WHEREAS, the purposes of this Franchise are to: establish reasonable regulations applicable to the construction, operation, and maintenance of utilities in, along, across, under, and over City property and the provision of Services within the City; protect the health, safety and welfare of the public in the City; and limit the City's liability for claims arising from the granting of this Franchise and the operations of Grantee pursuant to the Franchise; and

WHEREAS, the franchise agreement has been prepared with input from legal, staff and Comcast, as well as consideration of similar agreements being prepared in neighboring jurisdictions to help ensure consistency in polices and franchise fees; and

WHEREAS, the City Council for the City deems it in the public interest to now grant a Franchise to Grantee under the terms and conditions provided in Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The Stayton City Council authorizes the City Manager to sign the Franchise Agreement, attached 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 6TH DAY OF NOVEMBER 2023.

CITY OF STAYTON

Signed: _____, 2023

BY: _____
Brian Quigley, Mayor

Signed: _____, 2023

ATTEST: _____
Julia Hajduk, City Manager

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE CITY OF STAYTON, OREGON
AND COMCAST OF OREGON I, INC.**

This Franchise Agreement ("Franchise") is between the City of Stayton, Oregon, hereinafter referred to as "the City" "Grantor" or "Franchise Authority" and Comcast of Oregon, I Inc., hereinafter referred to as "the Grantee." The City and the Grantee are referred to together as "the Parties."

The Grantee represents and the City acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the community. The Parties desire to enter into this Franchise for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Words used in this Franchise that are not defined hereunder but defined in the Stayton Municipal Code, specifically Chapter 12.04, or as otherwise defined below, shall have the meaning specified in the Code definition. Words used in this Franchise that are not defined hereunder but defined in the Cable Act (as defined below) shall have the meaning specified in the Cable Act definition.

- A. "Affiliate," when used in connection with Grantee, means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.
- B. "Basic Cable" means the lowest service tier that includes the retransmission of local television broadcast signals and other programming provided by the Grantee, and is made available to all subscribers in the Service Area.
- C. "Cable Act" means collectively the federal Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as amended, and may otherwise be referred to under 47 U.S.C. § 521 et. seq.
- E. "Cable Service" shall have the meaning provided under Federal law and regulations and generally means (1) the one-way transmission to Subscribers of (a) video programming,

or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- F. "Cable System" shall have the meaning provided under Federal law and regulations. In every case of its use in this Franchise, unless otherwise specified the term will refer to the cable system constructed or operated by the Grantee in the City under this Franchise.
- G. "Commercial Subscriber" means any other Subscriber other than residential Subscribers in single family or multifamily dwellings.
- H. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.
- I. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- J. "Franchise" means this agreement between the City and Grantee which grants a privilege to the Grantee to use Rights of Way within the City for the limited, dedicated purpose of providing Cable Service in return for specific compensation.
- K. "Franchising Authority" and "Grantor" means the City of Stayton or the lawful successor, transferee, or assignee thereof.
- L. "Grantee" means Comcast of Oregon I Inc., or the City-approved successor, transferee, or assignee thereof.
- M. "Gross Revenues" means, and will be construed broadly to include all amounts, in whatever form and from all sources derived directly or indirectly by Grantee or an Affiliate from the operation of Grantee's Cable System to provide Cable Service within the Service Area. Gross revenues include, by way of illustration and not limitation:
1. Fees for Cable Service, regardless of whether such Cable Service is provided to residential or commercial subscribers, including revenues derived from the provision of all Cable Service (including but not limited to pay or premium Cable Service, digital Cable Service, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Service);
 2. Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service within the Service Area;
 3. Fees paid to Grantee for channels designated for commercial/leased access use, which will be allocated on a pro rata basis using total Cable Service Subscribers;
 4. Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
 5. Payments for pre-paid Cable Service or equipment;
 6. Advertising Revenues as defined herein;
 7. Fees including, but not limited to:

- a. Late fees, convenience fees, administrative fees and similar multiservice fees, which will be allocated on a pro rata basis using Cable Service revenue as a percentage of total Grantee revenues within the Service Area;
 - b. Franchise fees;
 - c. The FCC User Fee;
 - d. PEG fees, if applicable, and if included on Subscriber billing statements;
8. Revenue from programing guides; and
9. Commissions from home shopping channels and other Cable Service revenue sharing arrangements which will be allocated on a pro rata basis using total Cable Service Subscribers within the Service Area.

“Gross Revenues” will not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. "Gross Revenues", however, will not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, will be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, will not constitute additional Gross Revenues for the purpose of this Franchise. "Gross Revenues" will include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Service and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. "Gross Revenues" will not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect. With the exception of recovered bad debt, "Gross Revenues" will not include bad debt.

“Advertising Revenues” will mean amounts derived from sales of advertising that are made available to Grantee’s Cable System Subscribers and will be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms or advertising interconnects or other multichannel video providers, Advertising Revenues subject to Franchise fees will include the total amount from advertising that is sold, and not be reduced by any operating expenses (e.g., “revenue offsets” and “contra expenses” and “administrative expenses” or similar expenses), or by fees, commissions, or other amounts paid to or retained by National Cable Communications or Effectv or similarly affiliated advertising representations firms to Grantee or their successors involved with sales of advertising on the Cable System within the Service Area.

“Gross Revenues” will not include:

- 1. Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which will be allocated on a pro rata basis using Cable Service revenue as a percentage of total Grantee revenues within the Service Area;

2. Any taxes or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise Fee and the FCC User Fee will not be regarded as such a tax or fee;
3. Launch fees and marketing co-op fees;
4. Unaffiliated third-party advertising sales agency fees or commissions which are reflected as a deduction from revenues, except when Grantee acts as a principal as specified in paragraph (A) immediately above;
5. Refunds, rebates or discounts made to Subscribers; and,
6. Sales of capital assets or sales of surplus equipment.

To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Service and non-Cable Services, Grantee will calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation will be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Service Area. The Grantor reserves its right to review and to challenge Grantee's calculations.

Example: Cable Service represents 50% of the total rate card for services to be offered in a bundle, then Cable Service is to be valued and reported as being no less than 50% of the price of the bundled service total.

The parties acknowledge that Grantee maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). Grantee further agrees that it will not utilize GAAP to unlawfully, or in contravention of this Franchise, avoid payment of franchise fees. At all times, Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including Grantee's interpretation of GAAP and Grantee's interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise required document at the time of submittal, identifying each revised Section or line item.

- N. "Non-Cable Services" means the transmission(s) of Telecommunications or information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission facilities are owned by the provider itself, and includes all forms of telephone services and voice, video, data or information transport but does not include (1) Cable Service; (2) open video system service, as defined in 47 C.F.R. 76; (3) private communication systems services provided without using the public Right of Way; (4) over-the-air radio or television broadcasting to the public at-large from facilities licensed by the FCC; (5) direct-to-home satellite service within the meaning of Section 602 of the Communications Act; and (6) public communications systems.

- O. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- P. "Right of Way" shall mean the public Right of Way as defined in Stayton Municipal Code Chapter 12.04.
- Q. "Service Area" means the legal boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means.
- R. "Stayton Municipal Code" means the lawfully adopted municipal code, and all applicable ordinances adopted by the City, including all laws that are in effect at the date of this Franchise, or otherwise hereafter adopted, and as amended from time to time. Whenever reference is made to the Stayton Municipal Code, particular attention should be made to Chapter 4.0, Cable Franchise, and Chapter 12.04, Construction and Maintenance of Streets, Sidewalks, and Curbs, given the purposes of this Franchise; however, to the extent applicable, such reference shall be inclusive of any portion of the code, or to any ordinance of the City of Stayton, Oregon, that may be relevant or applicable to the respective rights or obligations stated herein, and such reference shall include all amendments, corrections, and additions made thereto or hereafter adopted.
- S. "Standard Installation" is defined as a location within 125 feet from the nearest segment of the Cable System from which a usable signal is technically available to the Subscriber's terminal.
- T. "Subscriber" means a Person who lawfully receives Cable Service provided by Grantee by means of connection to the Cable System, regardless whether a fee is paid for such service.
- U. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

SECTION 2

Grant of Franchise

2.1 Grant. Pursuant and subject to the Stayton Municipal Code Chapter 4.04, the City hereby grants to the Grantee a nonexclusive and revocable Franchise that authorizes the Grantee to construct and operate a Cable System to provide Cable Service in, along, among, upon, across, above, over, or under the Rights of Way within the Service Area, consistent with the utility location requirements of this Franchise, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Right of Way such facilities and equipment as may be necessary or appurtenant to the Cable System. Prior to construction or alteration within City streets or Rights of Way, the Grantee will in each case request all required permits, pay applicable fees, and receive approval as necessary before

proceeding. This agreement does not authorize or prohibit Grantee from providing Non-Cable Services as allowed for by Federal law.

2.2 No Implied Rights. No rights will pass from Grantor to Grantee by implication. Without limiting the forgoing, by way of example and not limitation, the Franchise will not include or be a substitute for:

- A. Any other permit or authorization required for the privilege of transaction and carrying on a business within the City that may be required under generally applicable ordinances and laws of the Grantor;
- B. Any permit, agreement of authorization required under generally applicable ordinances and laws of the Grantor in connection with operations on or in the Right of Way, including by way of example and not limitation, street cut permits; or
- C. Any permits or agreement for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreement for placing devices on or in poles or wires, conduits, or other structures or railroad easements, whether owned by the Grantor or a private entity. This provision should not be interpreted to restrict Grantee's general franchise rights under 47 U.S.C. Section 541(a).

Grantor agrees to use best efforts in its working relationship with Grantee in permitting processes associated with Grantee's permit requests.

2.3 Other Provisions of Law. This Franchise is subject to the laws of the United States and the State of Oregon, to the general codes and police powers of the City enacted pursuant thereto affecting matters of general City concern and not merely existing contractual rights of Grantee, whether now existing or hereinafter enacted. This Franchise and all rights and privileges granted under it are subject to, and the Grantee must comply with, applicable law as amended over the Franchise term. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance and Stayton Municipal Code. The Grantor will make a good faith effort to notify the Grantee of any City proceedings which would substantially affect the Grantee's operations and will upon request supply the Grantee with copies of any City laws or regulations affecting Grantee's operations. In the event of a material conflict between any ordinance and this Franchise, the Franchise shall control. It is the intent of the Parties that this Franchise be interpreted and applied consistent with the Stayton Municipal Code and other applicable City laws and regulations. Nothing herein will be interpreted to prevent Grantor or Grantee from challenging the lawfulness of enforceability of any provision of applicable law.

2.4 Competitive Equity. Grantor reserves the right to grant additional franchises or similar authorizations to provide Cable Service in the Service Area, including but not limited to those franchises already granted or authorized at the Effective Date of this Franchise. Notwithstanding any contrary provision in this Agreement, if any Cable Service Provider enters into any agreement with the City to provide Cable Service in the Service Area, the City, upon written request of the Grantee, shall negotiate with the Grantee to amend the Franchise to include any

material terms or conditions that the City makes available to the new entrant or provide relief from existing material terms or conditions so as to insure that the regulatory and financial burdens on each entity are materially equivalent. Material terms and conditions include but are not limited to: Franchise Fees; Insurance; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent.

2.5 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the Effective Date of the Franchise as set forth in Section 9.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.6 Franchise Review. Within sixty (60) days of the third anniversary of the Effective Date of this Franchise, the Franchising Authority may, but is not required to, conduct a review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and community needs and interests—including public, education and government access, and consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the Franchising Authority and Grantee agree to make a full and good faith effort to participate in the review.

If, after completion of the review, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain franchise obligations or extending the term of the Franchise, the Franchising Authority, with the express written agreement of the Grantee, shall modify the obligations of the Franchise accordingly.

2.7 Affiliates. Grantee agrees as a condition of exercising the privileges granted by this Franchise that any Affiliate of Grantee which assumes direct management or operational control of the Cable System to provide Cable Service in the Service Area, will also comply with this Franchise.

2.8 Franchise Nonexclusive. This Franchise shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Right of Way, and is also subject to Grantor's right to use the Rights of Way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder.

2.9 Police Powers. Notwithstanding any other provision of this Franchise, Grantee's rights hereunder are subject to the lawful police powers of Grantor to adopt and enforce ordinances of general applicability to protect or advance public safety, health, or welfare of the general public and Grantee agrees to comply with all applicable laws, regulations and ordinances enacted by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof.

SECTION 3

Franchise Regulation

3.1 Intent. It is the intent of the Grantor to administer and enforce the provisions of this Franchise. Grantor may lawfully delegate all or a part of its administrative and regulatory authority under this Franchise to an agency designated by the Grantor.

3.2 Areas of Regulation and Administration. The Grantor (or its designee) has authority for regulation in the following areas:

- A. Administering and enforcing the provisions of this Franchise, including the adoption of administrative rules and regulations to carry out this responsibility.
- B. Formulating long-range cable communications policy of Grantor for the City.
- C. Disbursing and utilizing franchise revenues paid to the Grantor.
- D. Regulating rates, to the extent permitted by law.
- E. Customer service, to the extent permitted by law.
- F. Planning and facilitating development of public, education, and government access programming, to the extent such programming or channels are used, both within the City and through interconnection with adjacent systems.
- G. All other areas as provided by the Cable Act.

Nothing in this Section is intended or will be interpreted to expand or diminish Grantee's scope of authority authorized by applicable law.

3.3 Administration and Regulation.

- A. Authority. Grantor is vested with the power and right to regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under state and local law, to any agent, in its sole discretion.
- B. Rate Discrimination. All of Grantee's rates and charges will be published and will be nondiscriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee will apply its rates in accordance with governing law, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military status or physical or mental disability, or geographic location in the Service Area to the extent required by applicable law. Grantee will apply non-discriminatory rates and charges to all Subscribers purchasing similar services,

regardless of race, color, creed, sex, marital or economic status, age, national origin, or sexual preference, except as otherwise provided herein. Nothing in this Franchise will prevent the Grantee from establishing discounted rates and charges for low-income Subscribers or elderly Subscribers, or from temporarily reducing or waiving rates and charges in connection with promotional campaigns.

- C. **Filing of Rates and Charges.** Throughout the Term of this Franchise, Grantee will maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Franchise.
- D. The provisions of this Section will be subject to the provisions of Section 623 of the Cable Act (47 U.S.C. Section 543), as amended from time to time. It is not intended that this Section expand or diminish the rights of the Grantor and Grantee in relation to regulation of rates and charges under those provisions of the Act, and any provision of this Section or of any other provision of this Franchise that purports to expand or diminish such rights will be deemed superseded by those provisions of the Act.

SECTION 4

Construction Standards and Location

4.1 Conditions of Occupancy. The Cable System installed by the Grantee shall be subject to all applicable provisions of the Stayton Municipal Code, and shall be located so as to cause the least possible interference with the proper use of Rights of Way and with the rights and reasonable convenience of property owners who own property that adjoins any Rights of Way.

4.2 Relocations; Public improvements; Third Party Requests. Upon request by the City, the Grantee shall, at its sole cost and expense, protect, support, temporarily disconnect, design and relocate any of its equipment, infrastructure, or facilities as may be required to promote the public interest or support public improvements to address traffic conditions, public safety, street vacation, freeway and street construction or improvements, change or establishment of street grade, installation of sanitary or storm sewer lines, water pipes, power lines, signal lines, or tracks, or any other type of structures or public improvements by City or its agents. Relocation of facilities required by the City shall be completed within a time limit mutually agreed to by the City and Grantee. With respect to third party requests related to installing or modifying public infrastructure, upon request by the City or any Person holding a lawful permit issued by the Franchising Authority, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Right of Way as necessary any property of Grantee, provided: (A) the expense of such Grantee work shall be paid by the Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given written notice to prepare for such changes, specifically no less than ten (10) business days in the event of a temporary relocation, and no less than 20 days for a permanent relocation. The City under no circumstances shall be responsible for cost or expense of any relocation or removal of the facilities or infrastructure owned and maintained by the Grantee. If federal, state, or other funds become available to offset the costs of a relocation of impacted utilities, Grantee is eligible to apply for those funds.

4.3 **Construction and Location.**

- A. Subject to applicable laws, regulations, and ordinances of the Franchising Authority and the provisions of this Franchise, Grantee may perform all construction necessary for the operation of its Cable System to provide Cable Service. All construction and maintenance of any and all facilities within the Right of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Grantee shall apply for, and obtain, all permits necessary for construction, installation or relocation of any facilities, and for excavating and laying any facilities within the Right of Way. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits.
- B. Prior to beginning any construction, Grantee shall provide the Franchising Authority with a construction schedule for work in the Right of Way. All construction shall be performed in compliance with this Franchise and all applicable lawful ordinances and codes of the Franchising Authority. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees and other franchisees so as to reduce as far as possible the number of cuts in the Right of Way.
- C. The Franchising Authority shall have the right to inspect all construction or installation work performed within the Service Area as it shall find necessary to ensure compliance with the terms of this Franchise and other lawful pertinent provisions of law. In addition to providing notice to the public of ongoing work as may be required under applicable law, Grantee shall make available upon the Franchising Authority's request information regarding any ongoing construction, operation or installation of its Cable System sufficient to show: (1) the nature of the work being performed; (2) where it is performed; (3) its estimated completion date; and (4) progress towards completion.
- D. Within forty-eight (48) hours after notification of any proposed Right of Way excavation, Grantee shall, at Grantee's expense: (1) mark on the surface all of its underground facilities within the area of the proposed excavation; (2) notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or (3) notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.
- E. In the event any street, alley, public highway or portion thereof used by Grantee shall be vacated by the Grantor, or the use thereof discontinued by Grantee, during the term of this Franchise, Grantee shall remove its above ground facilities therefrom unless specifically permitted in writing to continue the same by the new controlling jurisdiction or property owner, as appropriate. The Grantee shall in all cases have the right of abandonment of its underground facilities.

4.6 Trimming of Trees and Shrubbery. In the conduct of its business, it may be necessary for Grantee to trim trees or other vegetation to provide space for its facilities. Tree or vegetation trimming will be done only in accordance with the Stayton Municipal Code, and other current rules and regulations of Grantor, or hereafter adopted or established during the Term of this Franchise, and if the tree or vegetation is located on private property, with the permission of the owner of the property on which the tree or vegetation stands. No trimming shall be performed in the Right of Way without previously informing the Franchising Authority. Nothing contained in this Franchise will be deemed to empower or authorize Grantee to cut, trim, or otherwise disturb any trees or other vegetation, whether ornamental or otherwise.

4.7 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

4.8 Underground Construction. In those areas of the Service Area where any transmission or distribution facilities of public utilities providing telephone communications and electric or other services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this Section 4.8 shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances. The Franchising Authority shall not incur any cost or expense in the event Grantee is lawfully required by the Franchising Authority to place its distribution facilities underground as provided in this Section 4.8.

4.9 Access to Open Trenches. The Franchising Authority agrees, to the extent consistent with applicable law, to require that any developer (A) give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench nor shall failure of any Developer to contact Grantee under this section be considered a violation of this Agreement.

4.10 Extensions of the Cable System. It is the Grantor's general policy that all Persons receiving Cable Service in the Grantor's Service Area should have equivalent availability of service from Grantee's Cable System under non-discriminatory rates and reasonable terms and conditions. Grantee will not arbitrarily refuse to provide Cable Service to any Person within the Service Area subject to Section A below.

A. If Grantee provides Cable Service to a residential dwelling unit within the Service Area, and the average density is equal to or greater than twenty-five (25) dwelling units per linear strand cable mile as measured from Grantee's nearest segment of Cable System from which a usable signal is technically available, such service shall be:

1. At a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot drop connecting from the nearest segment of Cable System from which a usable signal is technically available to an outside wall for residential Subscribers with additional charges for non-standard installations

- computed on a time plus material basis to be calculated on that portion of the installation that exceeds the standard one hundred twenty-five (125) foot drop.
2. In all new subdivisions or other areas where undergrounding is required, cable plant and drops will be placed underground; in other areas, new or replacement cable plant and drops will be placed underground whenever feasible.
- B. If Grantee provides Cable Service to potential Subscribers that do not meet the density requirement set forth in Section 4.10(A), by agreement between the Grantee and the Person requesting service for payment of line extension construction costs:
1. Grantee will provide service at its normal, published installation charge for the initial one hundred twenty-five (125) feet of extension.
 2. The Subscriber will pay all costs for the extension for the distance greater than one hundred twenty-five (125) feet.
- C. Notwithstanding the above, Grantee may establish different and non-discriminatory rates and charges and classes of services for Commercial Subscribers, as well as different and non-discriminatory monthly rates for classes of Commercial Subscribers.
- D. In new subdivisions, Cable Service will be made available under the terms of this Section, either (i) contemporaneously with other utility services; or (ii) no more than sixty (60) days from first occupancy, if Grantee's system has been built out to that geographic area of the franchise area, whichever is first.
- E. Notwithstanding any other provision in this franchise, Grantee will not be required to extend it Cable Service to any area of the City that already receives Cable Service from a provider that is not commonly owned to any degree by Grantee.

4.11 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, all requested extensions are subject to Section 4.10 herein and may include a requirement that the Subscriber(s) share the capital costs of extending the Cable System. In the event that Grantee decides to build out the Cable System to an area that is currently unserved, the Grantee may require that potential Subscribers pay their capital contribution in aid of construction prior to constructing the extension. Subscribers shall also be responsible for any non-standard installation charges to extend the Cable System from the tap to the residence.

4.12 Cable Service to Public Buildings. If the Grantor requests Cable Service be provided to a government-owned or government-occupied building, Grantee will connect such locations within 90 days of written request at Grantee's regular and nondiscriminatory charges.

4.13 Emergency Use. Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan, and the local EAS plan, if any, that applies to Grantor. Grantee will establish procedures and provide the system capability for the Franchising Authority to override all video and audio on all channels of the

Cable System to provide emergency messages, consistent with the FCC's directives. Grantee will allow Grantor to transmit an emergency alert message from locations designated by the Grantor to all subscribers.

In times of emergency, the Grantor will permit only appropriately trained and authorized persons to operate the Emergency Alert System ("EAS") and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, will indemnify and hold harmless the Grantee, its employees, officers, and assigns from any claims arising from Grantor's use of the Cable System or the EAS. Additionally subject to limits of the Oregon Tort Claims Act and the Oregon Constitution, Grantor will defend, indemnify, and hold harmless the Grantee for the negligent actions or gross negligence by Grantor's employees or agents pursuant to this Section.

In non-emergency situations, only the Grantee is authorized to operate the EAS equipment. Upon request, the Grantor will be permitted to participate in or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, then Grantee will make any necessary adjustment to the EAS and the EAS will be retested.

4.14 System Standards. The Cable System shall meet or exceed all applicable technical and performance standards of the FCC. The Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of applicable FCC technical standards. Representatives of the Franchising Authority may witness the tests.

Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office and shall be available for inspection during Grantee's normal business hours by the Franchising Authority upon written request. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copy of such test results prepared in accordance with FCC rule.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs or maintaining the Cable System, Grantee shall do so at such times that will cause the least amount of inconvenience to Subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to Subscribers. Notwithstanding anything to the contrary, Grantee's obligation to provide, replace, construct, maintain or operate the Cable System under this Franchise shall be excused for any period during which such service is prevented or interrupted by causes beyond the control of Grantee including acts of nature, fire, flood, unavoidable casualty, extra-ordinary delays in transportation, strikes or power interruption, or regulations. Cable Service shall thereafter be restored as soon as reasonably possible.

Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures, equipment or other facilities that may be laid in the Right of Way by, or under, the Franchising Authority's authority.

4.15 Customer Service Standards/Complaint Resolution. Grantee shall comply with the customer service standards set forth in Part 76 of the FCC's Rules and Regulations, as may be amended from time to time.

4.16 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (a) is not misleading and (b) does not omit material information. Notwithstanding anything to the contrary in section 4.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by the Cable Act.

4.17 Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

4.18 Strand Mounted WiFi Facilities. Subject to the provisions of this Franchise, applicable safety and electrical codes, and required permits and authorizations, Grantee may be allowed to place strand mounted WiFi and other similar equipment on its own cable strung between existing utility poles. All strand mounted WiFi and other similar equipment shall be installed and deployed consistent with any and all applicable City and/or third-party pole provider standards and procedures applicable at the time of installation. The parties agree that in the event of a change in standards, Grantee's previously installed facilities will be considered compliant under the change in standards. To the extent Grantee performs work in the Rights of Way associated with the installation, maintenance, construction, repair or upgrade of these strand mounted WiFi and other similar equipment, prior to commencing such work Grantee is required to (1) obtain the appropriate permits and authorizations and (2) provide Grantor with written evidence of necessary permits and authorizations. Such strand mounted facilities must be operated as part of the Cable System granted by this Franchise. The deployment of these strand mounted WiFi and other similar equipment shall not be considered small-cell wireless facilities.

SECTION 5

Regulation by the Franchising Authority

5.1 Franchise Fee.

A. Payment:

1. As compensation for the Franchise to be granted, and in consideration of permission to use the Rights of Way of the Grantor for construction, operation, and maintenance of a Cable System providing Cable Service within the Service Area, the Grantee will pay to Grantor an amount equal to five percent (5%) of annual Gross Revenues, as defined in this Franchise. The franchise fee payment shall be calculated quarterly and shall be due and payable within thirty (30) days after the close of each calendar quarter. Each payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation. The percentage amount of the franchise fee may change, at the discretion of the Franchising Authority, if provided for by new federal law and upon ninety (90) days' notice to Grantee by Franchising Authority. In the event that any law or valid rule or regulations limits or

prevents the Grantor from imposing a franchise fee in the amount provided for herein, Grantee shall pay to Grantor at the times provided for, the maximum permissible amount up to the agreed upon 5% of annual Gross Revenues referenced herein.

2. To the extent that revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Service, as defined herein, and non-Cable Service, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate for such components at the published standalone retail rate pricing before discounts are applied. Grantee may not allocate discounts for bundled services for the purpose of evading payments of franchise fees to the Franchising Authority. The Grantor reserves its right to review, approve, or modify Grantee's calculations.

3. No acceptance of any payment shall be construed as an accord by Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Franchising Authority may have for further or additional sums payable or for the performance of any other obligations of Grantee.

4. The Franchise Authority agrees that all amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C 542 added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

5. In the event that Grantee is required to pay a franchise renewal and/or application fee pursuant to any Franchise Authority local ordinance, the franchise renewal and/or application fee shall be offset against any franchise fees due and shall be payable to City on the first quarterly payment after execution of this or any renewal Agreement.

B. Audit of Franchise Fee Payments:

1. Franchising Authority or its designee may conduct an audit of or other inquiry in relation to payments made by Grantee, as provided by Stayton Municipal Code. In the event an audit discloses the Grantee's underpayment of non-disputed franchise fees an amount greater than three percent (3%) as measured on a quarterly basis, then Grantee shall pay for the cost of the audit not to exceed \$10,000.00.

A. Limitation on Franchise Fee Actions.

The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

5.2 Inspections for Compliance. The Franchising Authority may inspect the Cable System within the Service Area, during reasonable times and in a manner that does not unreasonably

interfere with the normal business operations of Grantee, in order to determine compliance with applicable FCC standards. Except in emergency circumstances, such inspections may be undertaken only after giving not less than five (5) days advance notice thereof and after giving Grantee an opportunity to be present during such inspections. In the event such inspection determines that Grantee's Cable System has substantially failed to comply with applicable FCC standards, the reasonable costs of the inspection shall be borne by Grantee. In the event such inspection demonstrates that Grantee has substantially complied with applicable FCC standards, the cost of the inspection shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such inspection shall be undertaken no more than annually, and that the results thereof shall be provided to Grantee.

5.3 Renewal of Franchise. Renewal of the Franchise shall be subject to the Stayton Municipal Code and respective timelines set by Section 626 of the Cable Act (47 U.S.C. 546). The Franchising Authority and the Grantee further agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626.

5.4 Grantor Acquisition of the Cable System. The parties shall be subject to the provisions of Section 627 of the Cable Act (47 U.S.C. 547), as amended from time to time. It is not intended that this Franchise diminish the rights of either the Franchising Authority or the Grantee under Section 627 of the Act, and any provision of this Franchise that purports to diminish such rights shall be deemed superseded by the Act.

5.5 Transfer of Franchise. Subject to Section 617 of the Cable Act (47 U.S.C. 537), no transfer of the Franchise or change in control of Grantee will occur without the prior written consent of Grantor, provided that such consent will not be unreasonably withheld.

SECTION 6

Books, Records, and Maps

6.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review at the Grantee's business office, during normal business hours and on a non-disruptive basis, such of its books and records as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise, which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location or to provide the Franchising Authority the ability to view certain books and records in electronic format. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature unless the Franchising Authority can protect the proprietary or confidential information from disclosure under Oregon law, nor disclose books and records of

any affiliate of Grantee which is not providing Cable Service in the Service Area. In the event the Grantee asserts that certain information is proprietary or confidential in nature, the Grantee shall identify generally the information which it deems proprietary or confidential and the reasons for its confidentiality in writing.

To the extent provided under Oregon law, the Franchising Authority agrees to treat any information expressly labeled as such and disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof, provided that such information is reasonably considered confidential, proprietary or trade secrets under applicable federal or state law and is clearly marked "Confidential" on each page or, in the case of verbal disclosures, Grantee informs the Franchising Authority that it is confidential information at the time of the disclosure. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

6.2 Maps. Grantee shall maintain "as built" drawings for the Cable System at Grantee's business office and make them available to the Franchising Authority for inspection during normal business hours upon written request. The parties agree that Grantee shall not be required to leave maps or schematics showing location of Grantee facilities behind with the Franchising Authority. "As built" drawings shall be updated as changes occur in the Cable System serving the Service Area. The Franchising Authority recognizes that the information contained in such maps may be confidential and proprietary, and, to the extent provided under the Oregon Public Records Law, the Franchising Authority shall safeguard such information from the public.

SECTION 7

Insurance and Indemnification

7.1 Insurance Requirements. The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise.

7.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Grantor, its officers, agents, volunteers, representatives, boards and employees, from and against any liability for damages and for any liability, claims, damages, costs or expenses, including court and appeal costs and reasonable attorney fees or expenses, that arise out of Grantee's construction, operation, or maintenance of its Cable System or otherwise related to the Franchise, provided that the Franchising Authority shall give Grantee prompt written notice of its obligation to indemnify the Franchising Authority pursuant to this Section 7.2. Notwithstanding the foregoing, Grantee shall not indemnify the Franchising Authority for any damages, liability, or claims resulting directly from the willful misconduct or sole negligence of the Franchising Authority.

7.3 Bonds and Other Surety. Grantee shall execute a performance bond the City deems acceptable to ensure Grantee's performance of this Agreement. Said Bond or other security shall be ten thousand dollars (\$10,000.00). City may seek payment from the Bond or other security whenever Grantee fails to perform any act this Agreement requires of Grantee. City shall give

reasonable notice to Grantee of its intent to seek payment from the Bond or other security. Grantee shall immediately replenish the Bond or security, it being a material element of this Agreement that such Bond or security be available to the City in fully funded amount at all times material to this Agreement. This obligation shall survive termination.

SECTION 8

Enforcement and Termination of Franchise

8.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

8.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 8.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

8.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Sections 8.1 and 8.2, or in the event that the alleged default is not remedied within thirty (30) days or the date reasonably projected, if it intends to continue its investigation into the default, then the Franchising Authority may schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

8.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 8.3, or otherwise, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to terminate the Franchise in accordance with Section 8.5; or
- D. Take any other lawful action it deems appropriate or necessary to enforce its rights under this Franchise.

8.5 Termination. Should the Franchising Authority seek to terminate the Franchise after following the procedures set forth in Section 8.1-8.4 above, the Franchising Authority may terminate the Franchise.

8.6 Technical Violations. The Franchising Authority agrees that it is not its intention to subject the Grantee to revocation or termination of the Franchise for so called “technical” breaches or violations of the Franchise, which shall include but not be limited to matters where a violation or breach of the Franchise Agreement by the Grantee was good faith error that resulted in no or minimal negative impact on the customers within the Service Area. Notwithstanding the above, it is not the intention of this section to shield Grantee from violations whether “technical” in nature or not. The parties agree that the limitation of Grantor liability set forth in 47 U.S.C. Section 555a, as may be amended, is applicable to this Franchise.

8.7 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System within the Service Area is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

SECTION 9

Miscellaneous Provisions

9.1 Actions of Parties. Time is of the essence in this Agreement. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld. Grantee is not relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance. The Franchising Authority’s forbearance or failure to enforce any provision of this Franchise shall not serve as a basis to stop any subsequent enforcement. The failure of the Franchising Authority on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

9.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

9.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a

properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) delivered electronically by email, or d) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Manager
City of Stayton
362 N. Third Ave
Stayton, OR 97383

Notices or responses to the Grantee shall be addressed as follows:

Comcast of Oregon I, Inc.
Attention: Government Affairs
11308 SW 68th Parkway
Tigard, OR, OR 97223

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

9.4 Descriptive Headings. The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.5 Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

9.6 Effective Date. The effective date of this Franchise is _____, 2023 pursuant to the provisions of applicable law. This Franchise shall expire on _____, 2033 unless extended by the mutual agreement of the parties.

By executing this Agreement, the undersigned warrant and declare that each has the authority to and consent of their respective entities to execute this Agreement and bind their principals.

CITY OF STAYTON, OREGON

COMCAST OF OREGON I, INC.

By:
Title:

By:
Title:



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

TO: Mayor Brian Quigley and the Stayton City Council

FROM: James Brand, Finance Director

DATE: November 6, 2023

**SUBJECT: Fiscal Year 2023-24
Quarter 1 Financial Report as of September 30, 2023**

This is a financial summary for the City of Stayton after the first quarter of the 2024 fiscal year. The report includes three columns of dollar amounts including the first quarter results from the prior year, the first quarter results from the current year, and the annual budget for the current year.

The top section contains the revenues which are city-wide totals. The bottom section includes the expenditures which are grouped by fund starting with the general fund and its sections. The final column shows the progress of the revenues and expenditures at the 25% point of the year.

REVENUE COMMENTS

- Overall, current revenues are lower than budgeted, but this is largely a timing issue and should not be a concern because tax revenues and grants (Intergovernmental) are scheduled to be received later in the year.
- The City utility (Charges for Services) represent about half of all revenues, and they are right on target at 25%.
- Interest earnings are much higher than budgeted (Local Government Investment Pool).

EXPENDITURE COMMENTS

Overall expenses are lower than budgeted (18% spent at the 25% point in the year).

- The Community Center is 34% spent - this includes annual payments for both insurance and fire alarm services.
- The Facilities Fund is 37% spent – this includes the facilities master plan which was partially budgeted last year but paid this year.
- The Street fund is well underspent, but the overlays and slurry seals have not been done yet and there are future plans to buy a streetsweeper.
- The Stormwater fund is well underspent because we have not started the master plan or the Capital projects (Ida St 1st to 3rd).

CASH BALANCES

GENERAL FUND	2,711,542
PW ADMIN	752,292
LIBRARY	285,900
PARKS	213,266
WATER ENTERPRISE	1,238,796
STORMWATER ENTERPRISE	456,577
WASTEWATER ENTERPRISE	5,165,117
STREETS	2,547,994
FACILITIES DEVELOP & MAINT	794,558
SWIMMING POOL	93,484
SDC – WATER	1,077,628
SDC – WASTEWATER	804,712
SDC – STREETS	1,154,031
SDC – PARKS	1,037,382
SDC – STORMWATER	<u>481,280</u>
TOTAL CASH	\$18,814,565

UTILITY BILLING

The numbers vary but an average monthly cycle looks like this:

- The billing cycle closes around the 20th and Bend Mailing sends 2,373 utility bills by the 31st.
- On the 20th of the following month, Bend Mailing sends 480 delinquent notices.
- On the 9th Public Works delivers about 114 door hangers.
- On the 14th Public Works conducts about 14 shut offs.
- One on one conversations, extensions, special circumstances.

	1st Quarter Financial Update				FY 2023-24
	Revenues*	FY23 Actuals	FY24 Actuals	FY24 Budget	%
	FY23 Q1 Jul-Sep 2022	FY24 Q1 Jul-Sep 2023	FY24 Annual Budget	% Earned	
Property & MJ Taxes	\$119,662	\$59,734	\$3,251,300	2%	
Local Gas Tax	\$55,244	\$50,154	\$195,000	26%	
Charges for Services	\$1,634,932	\$1,782,382	\$7,156,960	25%	
Grants & Contributions	\$18,035	\$2,211	\$23,000	10%	
Franchise Fees	\$180,387	\$244,369	\$737,000	33%	
Licenses & Permit Fees	\$3,176	\$1,133	\$37,500	3%	
Fines & Forfeitures	\$33,240	\$3,274	\$112,500	3%	
Intergovernmental	\$1,145,613	\$225,572	\$2,636,560	9%	
Interest & Miscellaneous	\$101,430	\$352,014	\$416,690	84%	
Total Revenue	\$3,291,718	\$2,720,843	\$14,566,510	19%	
Operating Budget to Actual Comparison by Fund*					
Expenditures	FY23 Q1 Jul-Sep 2022	FY24 Q1 Jul-Sep 2023	FY24 Annual Budget	% Spent	
General Fund					
General Operations	\$43,380	\$4,543	\$557,900	1%	
Administration	\$353,970	\$310,611	\$1,549,753	20%	
Police	\$782,847	\$654,268	\$2,770,762	24%	
Planning	\$50,922	\$53,753	\$258,113	21%	
Community Center	\$12,455	\$31,690	\$92,960	34%	
Municipal Court	\$34,056	\$30,966	\$133,747	23%	
Street Lights	\$14,840	\$16,593	\$90,000	18%	
Mayor/City Council	\$6,794	\$7,123	\$56,250	13%	
Total General Fund	1,299,265	\$ 1,109,547	\$ 5,509,485	20%	
Street Fund	\$73,055	\$81,360	\$1,774,858	5%	
Library Fund	\$124,774	\$127,792	\$558,009	23%	
Parks Fund	\$95,409	\$70,286	\$360,984	19%	
Pool Fund	\$87,578	\$97,106	\$381,007	25%	
Public Works Admin	\$167,990	\$172,608	\$794,228	22%	
Facilities Fund	\$5,261	\$13,672	\$37,301	37%	
Water Fund	\$251,307	\$335,017	\$2,823,711	12%	
Wastewater Fund	\$702,656	\$1,185,038	\$5,186,140	23%	
Stormwater Fund	\$61,211	\$54,031	\$818,081	7%	
Water SDC	\$0	\$0	\$0	-	
Wastewater SDC	\$0	\$0	\$0	-	
Stormwater SDC	\$0	\$0	\$0	-	
Parks SDC	\$0	\$0	\$0	-	
Street SDC	\$0	\$0	\$0	-	
Total Expenditures	2,868,505	\$ 3,246,456	\$ 18,243,804	18%	

*Does not include transfers, contingency, or unappropriated funds.