



# AGENDA STAYTON CITY COUNCIL MEETING

Monday, April 15, 2013

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

**CALL TO ORDER**

**7:00 PM**

**Mayor Vigil**

**FLAG SALUTE**

**ROLL CALL/STAFF INTRODUCTIONS**

**PRESENTATIONS/COMMENTS FROM THE PUBLIC**

Request for Recognition: If you wish to address the Council, please fill out a green "Request for Recognition" form. Forms are on the table at the back of the room.

*Recommended time for presentation is 10 minutes.*

*Recommended time for comments from the public is 3 minutes.*

**ANNOUNCEMENTS – PLEASE READ CAREFULLY**

*Items not on the agenda but relevant to City business may be discussed at this meeting. Citizens are encouraged to attend all meetings of the City Council to insure that they stay informed. Agenda items may be moved forward if a Public Hearing is scheduled.*

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

**CONSENT AGENDA**

- a. April 1, 2013 City Council Meeting Minutes
- b. OLCC Change of Ownership – Stayton Market & Deli
- c. Intergovernmental Agreement with Marion County Building Inspection

***Purpose of the Consent Agenda:***

*In order to make more efficient use of meeting time, resolutions, minutes, bills, and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The Recorder to the Council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the consent Agenda is then voted on individually by roll call vote. Copies of the Council packets include more detailed staff reports, letters, resolutions, and other supporting materials. A citizen wishing to review these materials may do so at Stayton City Hall, 362 N. Third Avenue, Stayton, or the Stayton Public Library, 515 N. First Avenue, Stayton.*

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

**PUBLIC HEARING – None**

**UNFINISHED BUSINESS**

**Ordinance No. 953, Natural Resource Overlay District**

**Action**

- a. Staff Report – Dan Fleishman
- b. Council Deliberation
- c. Council Decision

**NEW BUSINESS – None**

**STAFF/COMMISSION REPORTS**

**Finance Director’s Report – Christine Shaffer**

**Informational**

- a. March 2013 Monthly Finance Department Report

**Police Chief’s Report – Rich Sebens**

**Informational**

- a. March 2013 Statistical Report

**Public Works Director’s Report – Dave Kinney**

**Informational**

- a. March 2013 Operating Report
- b. Public Works Project Update (verbal)

**Pool Report**

**Informational**

- a. March 2013 Monthly Operating Report

**Library Director’s Report – Louise Meyers**

**Informational**

- a. March 2013 Activities/Statistics

**PRESENTATIONS/COMMENTS FROM THE PUBLIC**

*Recommended time for presentations is 10 minutes.*

*Recommended time for comments from the public is 3 minutes.*

**BUSINESS FROM THE CITY ADMINISTRATOR**

- a. Meetings with Boards & Commissions
- b. Town Hall Meetings

**BUSINESS FROM THE MAYOR**

- a. Appointment of Alan Kingsley to the Budget Committee

**BUSINESS FROM THE COUNCIL**

**FUTURE AGENDA ITEMS**

- c. Revisions to Stayton Municipal Code Title 13

**ADJOURN**

## CALENDAR OF EVENTS

### **APRIL 2013**

Monday	April 15	City Council	7:00 p.m.	Community Center (north end)
Wednesday	April 17	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	April 29	Planning Commission	7:00 p.m.	Community Center (north end)

### **MAY 2013**

Monday	May 6	City Council	7:00 p.m.	Community Center (north end)
Tuesday	May 7	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	May 7	Budget Committee	7:00 p.m.	Community Center (north end)
Thursday	May 9	Budget Committee	7:00 p.m.	Community Center (north end)
Friday	May 10	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Monday	May 13	Budget Committee	7:00 p.m.	Community Center (north end)
Tuesday	May 14	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Wednesday	May 15	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	May 20	City Council	7:00 p.m.	Community Center (north end)
Tuesday	May 28	Planning Commission	7:00 p.m.	Community Center (north end)

### **JUNE 2013**

Monday	June 3	City Council	7:00 p.m.	Community Center (north end)
Tuesday	June 4	Parks & Recreation Board	7:00 p.m.	E.G. Siegmund Meeting Room
Tuesday	June 11	Commissioner's Breakfast	7:30 a.m.	Covered Bridge Café
Friday	June 14	Community Leaders Meeting	7:30 a.m.	Covered Bridge Café
Monday	June 17	City Council	7:00 p.m.	Community Center (north end)
Wednesday	June 19	Library Board	6:00 p.m.	E.G. Siegmund Meeting Room
Monday	June 24	Planning Commission	7:00 p.m.	Community Center (north end)

**STAYTON CITY COUNCIL  
MEETING MINUTES  
April 1, 2013**

**CALL TO ORDER**

**7:00 p.m.**

**Mayor Vigil**

**FLAG SALUTE**

**ROLL CALL**

Mayor Scott Vigil  
Councilor Henry Porter  
Councilor Brian Quigley

Councilor Jennifer Niegel  
Councilor Catherine Hemshorn  
Councilor Emily Gooch

**STAFF**

Don Eubank, City Administrator  
Christine Shaffer, Finance Director  
Rich Sebens, Police Chief, excused  
Dan Fleishman, Director of Planning and Development  
Louise Meyers, Library Director, excused  
David Kinney, Public Works Director, excused  
David A. Rhoten, City Attorney, excused  
Alissa Angelo, Deputy City Recorder

**PRESENTATIONS/COMMENTS FROM THE PUBLIC**

- a. **Mayor Vigil's Recognition of the Stayton Highlights Dance Team and Regis High School Girls Basketball Team:** Mayor Vigil read letters written to both the Stayton Highlights and Regis High School Girls Basketball teams, congratulating each on their recent state championships. This was the 11th consecutive championship for the Highlights and the 4<sup>th</sup> consecutive championship for the Regis Girls Basketball team.

**ANNOUNCEMENTS**

- a. **Additions to the Agenda:** None.
- b. **Declaration of Ex Parte Contacts, Conflict of Interest, Bias, etc.:** Councilor Niegel declared a conflict of interest for the ORS190 Agreement, stating she had a part in putting the agreement together. Councilor Gooch declared a potential ex parte contact because she recently visited the 911 center to get a better idea of the situation.

**CONSENT AGENDA**

- a. **March 18, 2013 City Council Meeting Minutes:**

**MOTION:** From Councilor Gooch, seconded by Councilor Niegel, to adopt the Consent Agenda. **Motion passed 5:0.**

**PUBLIC HEARING – None**

**UNFINISHED BUSINESS**

**Ordinance No. 953, Natural Resource Overlay District**

- a. **Staff Report:** Mr. Fleishman briefly reviewed his staff report and changes made to the draft Ordinance since the last meeting.

Councilor Quigley asked how the 100 foot Natural Resource Overlay District (NROD) for Mill Creek was determined. Mr. Fleishman explained the background for implementation of this, stating the current 100 foot wide NROD covers natural water bodies and the 50 foot wide NROD applies to man-made water bodies. Councilor Quigley then asked how this affects property not currently within city limits. Mr. Fleishman explained the zoning does not affect properties outside of city limits. However, when land that is adjacent to one of these water bodies is annexed into the city limits, then the zoning will apply at that time.

Councilor Porter clarified the revised widths. The revisions to the NROD will reduce the width along the Salem and Stayton ditches from 50 feet to 25 feet. Also, the area along the Salem Ditch that is north of Shaff Road and outside city limits, is currently at a 100 foot width and south of Shaff Road is a 50 foot widths. The Comprehensive Plan Committee felt this widths should be uniform and recommended all be changed to 25 feet along man-made water bodies.

b. **Council Deliberation:** None.

c. **Council Decision:**

**MOTION:** From Councilor Porter, seconded by Councilor Gooch, to approve the first consideration of Ordinance No.953 as presented.

**UPON ROLL CALL VOTE, THE MOTION PASSED 4:1 (Quigley)**

Ordinance No. 953 will be brought back on April 15, 2013 for a second consideration.

#### **NEW BUSINESS**

##### **ORS190 Agreement between the City of Stayton and METCOM**

a. **Staff Report:** Mr. Eubank provided background on the ORS190 Agreement before the City Council this evening.

Councilor Porter asked if testing is done regularly on the equipment located at the back-up center in Stayton. Mr. Eubank stated he assumes there is a schedule to test the equipment on a somewhat regular basis. He will have Chief Sebens look into this and confirm.

Councilor Hemshorn asked if the City of Stayton is the only entity left to join in this new agreement. Mr. Eubank stated yes, that everyone listed in the document has already agreed to move forward with the agreement.

Councilor Quigley asked if the Sherriff has to sign off on each City that will be part of the ORS190 Agreement. Mr. Eubank stated this was correct. Councilor Quigley then asked how this ORS190 compares to other entities agreements, such as Bend, Oregon. Mr. Eubank stated he was unsure how this agreement compares to Bend's. He did know that this agreement is stricter in how changes are made. If an update to the agreement is made, it requires a certain number of the agencies to sign off on the change.

Another benefit of the agreement is the ability to continually upgrade the equipment in the 911 center because funds are put aside for that purpose.

b. **Council Deliberation:** None.

c. **Council Decision:**

**MOTION:** From Councilor Quigley, seconded by Councilor Hemshorn, to authorize the Chief of Police to sign ORS190 between the City of Stayton and METCOM.  
**Motion passed 4:0 (Niegel abstained).**

### **2013-2014 City Council Goals**

a. **Staff Report:** Mr. Eubank reviewed his staff report included in the Council packet regarding the 2013-2014 City Council Goals.

Councilor Gooch asked if staff had received any comments from the public regarding the Council's goals. Mr. Eubank stated they had not. Councilor Gooch asked who is held accountable for meeting the goals chosen by the Council. Mr. Eubank stated City staff is accountable to the Council to be continually working toward meeting these goals. A project status report is included in the Council packet to update the Council on staff's progress.

b. **Council Deliberation:** Mayor Vigil congratulated the Council on successfully making it through another Goal Setting Meeting. He felt it was a productive day by the Council.

c. **Council Decision:**

**MOTION:** From Councilor Hemshorn, seconded by Councilor Gooch, to approve the City of Stayton 2013-2014 Council Goals and Minutes as presented. **Motion passed 5:0.**

**STAFF / COMMISSION REPORTS – None**

**PRESENTATIONS/COMMENTS FROM THE PUBLIC – None**

### **BUSINESS FROM THE CITY ADMINISTRATOR**

Mr. Eubank informed the Council they had been provided with the Budget Calendar for the upcoming Budget process.

### **BUSINESS FROM THE MAYOR**

a. Mayor Vigil asked the Council to ratify the reappointment Jennifer Godfrey to the Budget Committee.

**MOTION:** From Councilor Niegel, seconded by Councilor Quigley, to ratify the reappointment of Jennifer Godfrey to the Budget Committee. **Motion passed 5:0.**

b. Mayor Vigil stated a Stayton and Sublimity Clean-Up Our Town Day will be held on May 11 from 10:00 a.m. to 2:00 p.m. with a luncheon celebration following. The event is being organized by Peggy Wolf and as more information is available, he will pass it on.

**BUSINESS FROM THE COUNCIL**

Councilor Porter asked for support from the Council to direct staff to address an ongoing issue with a vehicle he mentioned at the last Council meeting.

After some discussion regarding this issue, the Mayor and Council reached a consensus to direct staff to draft a revision of the current code to address this and other code violation issues.

**ADJOURN**

There being no further business, the meeting was adjourned at 7:41 p.m.

APPROVED BY THE STAYTON CITY COUNCIL THIS 15TH DAY OF APRIL 2013, BY A \_\_\_\_\_ VOTE OF THE STAYTON CITY COUNCIL.

**CITY OF STAYTON**

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

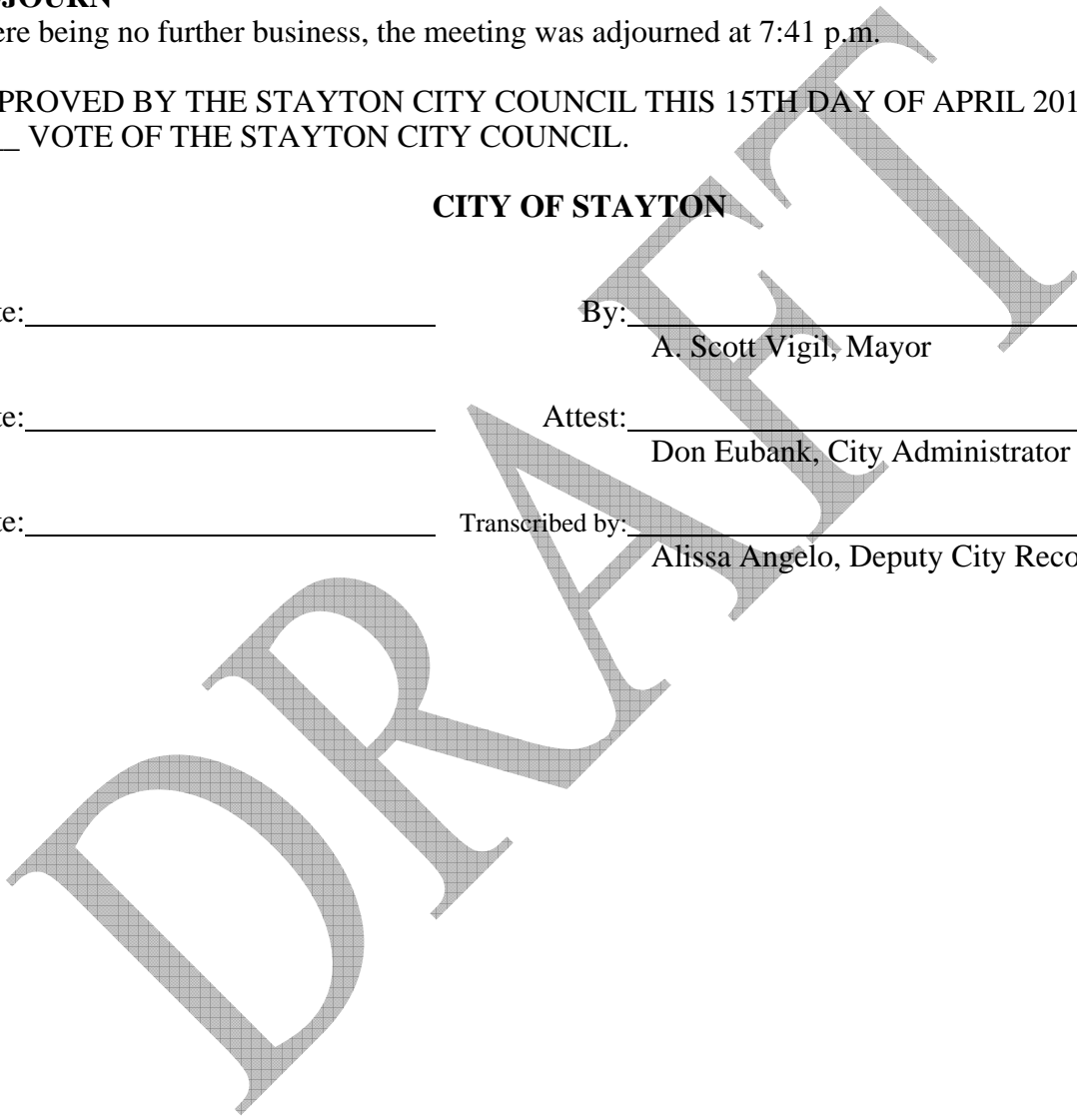
By: \_\_\_\_\_  
A. Scott Vigil, Mayor

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

Attest: \_\_\_\_\_  
Don Eubank, City Administrator

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

Transcribed by: \_\_\_\_\_  
Alissa Angelo, Deputy City Recorder





# MEMORANDUM

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

**FROM:** Rich Sebens, Chief of Police

**SUBJECT:** Change of Ownership Liquor License Application-“Off-Premise Sales”

**DATE:** April 15, 2013

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**BUSINESS NAME:** Stayton Market & Deli  
990 N 1<sup>st</sup> Ave  
Stayton, Oregon 97383  
(503) 991-1624

**NEW OWNER:** Mr. Dhiraj Shiber  
6165 NW 208<sup>th</sup> Ave  
Portland, Oregon  
(503) 690-3652

**PREVIOUS OWNER:** Mr. Sarbjit S Johal  
2810 Fisher Rd  
Salem, Oregon 97305  
(503) 991-1624

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**ISSUE:**

Mr. Dhiraj Shiber has requested approval for an application for an OLCC “Off Premises Sales” Liquor License. This is a change of ownership license for the “Stayton Market and Deli” convenience store, located at 990 N. 1<sup>st</sup> Avenue in Stayton.

**STAFF RECOMMENDATION:**

It is the recommendation of the Stayton Police Department to forward this application to the Oregon Liquor Control Commission (OLCC) with a recommendation for approval.

**BACKGROUND INFORMATION:**

Mr. Dhiraj Shiber is in the process of purchasing the store located at 990 N. 1<sup>st</sup> Avenue in Stayton, from the previous owner, Mr. Sarbjit S Johal. The name of the business will continue to be “Stayton Market and Deli.” Mr. Dhiraj Shiber plans to continue the business in its current form.



**FACTS AND FINDINGS:**

Detective Justin Witherell has conducted a background investigation of the business and applicants. He found nothing out of the ordinary and no reason or legal authority to recommend denial of the application.

**Based on the application and background investigation, I find no legal authority to recommend denial of this application.**

**OPTIONS:**

1. Recommend approval of the application to the Oregon Liquor Control Commission.
2. Recommend denial of this application to the Oregon Liquor Control Commission.

**MOTION(S):**

1. Motion to forward a recommendation approval to the Oregon Liquor Control Commission regarding the application of Stayton Market & Deli.
2. Motion to forward a recommendation denial to the Oregon Liquor Control Commission regarding the application of Stayton Market & Deli.

**FISCAL IMPACT:**            N/A



# City of Stayton

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Mailing address: 362 N. Third Avenue· Stayton, OR 97383

Office location: 311 N. Third Avenue

Phone: (503) 769-2998 · FAX: (503) 767-2134

[www.staytonoregon.gov](http://www.staytonoregon.gov)

## MEMORANDUM

**TO:** Mayor Scott Vigil and City Council Members

**FROM:** Dan Fleishman, Planning and Development Director  
David W. Kinney, Public Works Director

**DATE:** April 15, 2013

**SUBJECT:** Intergovernmental Agreement with Marion County regarding Building Codes Administration

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### ISSUE

The issue before the City Council is the execution of an intergovernmental agreement (IGA) between the City of Stayton and Marion County regarding the roles and responsibilities for administration of the state building codes.

### BACKGROUND

The City contracts with Marion County Building Inspection for plans review and inspection services for the administration of the state building, plumbing, electrical and other codes. We are currently operating under a 1998 IGA. As the County is moving to an online system, they have requested a new intergovernmental agreement with the City relative the various roles and responsibilities of City and County personnel.

The draft IGA before the City Council reflects a number of changes requested by City staff from the original presented by the County.

### RECOMMENDATION

Staff recommends authorizing execution of the IGA with Marion County.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF STAYTON AND MARION  
COUNTY FOR THE COORDINATION OF PERMIT ISSUANCE AND INSPECTIONS  
REGULATED BY THE STATE OF OREGON BUILDING CODES**

This Permit Coordination Intergovernmental Agreement for coordination of the issuance of permits and inspections regulated by the State of Oregon Building Codes and Onsite Septic Permits regulated by OAR chapter 340, divisions 71 and 73 ("Permit Coordination IGA") is effective upon the date of the last signature below, and is by and between the City of Stayton ("City") and Marion County ("County").

**RECITALS:**

A. ORS chapter 190 authorizes governmental entities such as County and City to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.

B. The State of Oregon has promulgated uniform state building codes, hereafter referred to as "building codes", which include the Oregon Structural Specialty Code; the Oregon Electrical Specialty Code; the Oregon Energy Efficiency Specialty Code; Oregon Mechanical Specialty Code; the Oregon Plumbing Specialty Code; the Oregon Solar Installation Specialty Code; the Oregon Residential Specialty Code; The Oregon Manufactured Dwelling and Park Specialty Code; Oregon Administrative Rules for recreational parks and organizational camps; and Onsite Sewage Disposal Rules and Regulations

C. Building codes administration within the City has been delegated to the County by the Oregon Department of Consumer and Business Services as authorized by ORS 455.148

**AGREEMENT:**

Now therefore it is mutually agreed to as follows:

(1) Applications and Permits

- a) The City agrees that the County will provide building codes review and inspections within the incorporated boundaries of the City. It shall be the responsibility of the County to perform all required building code inspections and building codes plan reviews and other duties as outlined in this agreement. The City agrees that it will issue no permits nor cause any inspections to be made that are required by the building codes except through this agreement.
- b) The City agrees to provide the County with approved street names and address assignments.
- c) The City shall determine the completeness of an application before accepting. To be considered complete, an application must include that information listed in the Marion County Policy / Procedure manual for the type of application being submitted.

- d) The City agrees to designate an agent, to review applications and plans for compliance with zoning and other City ordinances. The County will inspect for required zoning setbacks.
  - e) The City agrees to review building codes permit applications to determine whether a structure will be located in a flood hazard zone. In those cases where a structure will be located in a flood hazard zone the City will ensure the flood hazard zone is indicated on the site plan and indicated as appropriate within the permitting software program. In addition the City shall administer the provisions of the City's floodplain management program before forwarding a permit application in the flood hazard zone to the County.
  - f) Permit applications and supporting documents shall be processed pursuant to the procedures set forth in Exhibit B.
- (2) Fee Collection and Disbursement. The City and County agree that fees shall be paid and distributed according to the following:
- a) Fees charged in the City and due to the County shall be the same as those charged by the County for work in the unincorporated areas of the County.
  - b) The City will collect a zoning surcharge in an amount determined by the City to cover zoning ordinance review of applications, and the enforcement of city ordinances, performed by city staff. This zoning surcharge currently is equal to fifteen percent (15%) of the permit fee for each structural, one and two family dwelling and manufactured dwelling permit issued that requires zoning ordinance review. The City shall notify the County 60 days prior to any change in the zoning surcharge fee. The total zoning surcharge fee collected by the City shall be retained by the City.
  - c) The County agrees that the City will receive ten percent (10%) of the adopted permit fees collected for structural, one and two family dwelling, manufactured dwelling, demolition, electrical, plumbing, and mechanical permits, for the purpose of off-setting the cost of providing administrative services, and to be reserved as a sinking fund, to establish, maintain, and appropriately upgrade necessary equipment for computerized tracking, processing, and record keeping of all permits. This ten percent (10%) shall be payable to the City for those permits processed by the City.
  - d) The City agrees that the County shall be paid for said services by remitting to the County, ninety percent (90%) of the adopted permit fees collected by the City on behalf of the County for state building codes administration.
  - e) The remaining permit inspection fees, plan review fees, and the state surcharge fees shall be forwarded to the County. School construction excise tax shall be distributed, if applicable, in accordance with the terms of the IGA between the City or County and the school district.
  - f) The County shall be responsible for providing the City, on a monthly basis, with detailed and summary reports accounting for all fees collected for permits and/or permit applications for work within the City. If monies are due to the City the County

shall submit payment to the City within thirty (30) days. If monies are due to the County, the City shall submit payment to the County within thirty (30) days.

- g) The County shall be responsible for completion and submittal of all reports to the State Building Codes Division, including the monthly surcharge reports. The County shall submit surcharge reports to the State Department of Environmental Quality. The City shall be responsible for completion and submittal of census reports.

(3) Land Use Regulations

- a) The County agrees that it will not issue any permit having a potential to affect land use as described in "Exhibit A", unless the application has been approved by authorized City personnel attesting that the proposed work will be in compliance with the City's zoning and other land use and development ordinances. The County will not be responsible for enforcement of the City's land use regulations, except to verify compliance with setback regulations at the time of construction.
- b) The County shall inspect setbacks to property lines and/or other features that are noted on the site plans and face of the permit application as part of the normal inspection process.
- c) The County will not issue a temporary certificate of occupancy unless the City's authorized personnel also agree to the issuance of the temporary certificate of occupancy.
- d) The County will not issue a certificate of occupancy unless the City's authorized personnel also agree to the issuance of the certificate of occupancy.

(4) Enforcement

- a) With the exception of verifying setback regulations at the time of construction, the City shall be responsible for enforcement of the City's zoning and/or land use, or other city ordinances.
- b) The County shall be responsible for enforcement of building codes, including any required legal action.
- c) The County and the City agree to coordinate enforcement efforts when both building codes and city regulations are involved.
- d) The County will provide certified staff, at no additional fee, to inspect suspected dangerous buildings on behalf of the City, and provide a report of the findings. Any necessary legal action or defenses resulting from the enforcement of land use regulations or dangerous building code is the responsibility of the City.

(5) Termination

In accordance with the requirements of ORS 455.148, this agreement may be terminated beginning July 1 of any calendar year. In the event of such termination, the County shall receive and retain all permit/inspection fees for applications received and permits issued up to the time of termination. The City may request that the County complete inspection

services on all such applications and permits, even though such services may be requested after the termination. The term of this agreement is indefinite and shall continue until terminated by either of the parties.

(6) Repeal

All prior agreements between the City and the County relating to building codes are null and void.

(7) Compliance with Statutes and Rules

The County and the City agree to comply with the provisions of this agreement and all applicable federal, state, and local statutes and rules.

(8) Modification of Agreement

Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been submitted in writing and approved by the County and the City.

(9) Civil Rights, Rehabilitation Act, Americans with Disabilities Act, and Title VI of the Civil Rights Act.

Both the City and County agree to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

(10) Indemnification and Insurance

a) The City shall agree to defend, indemnify and hold harmless the County, its officers, agents, and employees from damages arising out of the tortuous acts of the City, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. Likewise, the County shall agree to defend, indemnify and hold harmless the City, its officers, agents, and employees from damages arising out of the tortuous acts of the County, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

b) The County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program which provides property damage and personal injury coverage.

c) The City shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. The City shall provide the County with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter

656, or that it employs no person subject to the requirements of ORS 656, Workers' Compensation Coverage.

- d) The City and the County agree that there is no relationship under this Agreement except as specified herein. The County exercises no control over, is not responsible for the act of, and assumes no specific responsibilities to or for officers, employees or agents of the City, or the public in general, except as specified in this Agreement. The City exercises no control over, is not responsible for the act of, and assumes no specific responsibilities to or for officers, employees or agents of the County, or the public in general, except as specified in this agreement.

(11) Wages

Neither the City nor the County shall employ any person performing work under this Agreement for more than ten hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The City and the County shall pay all individuals performing work for the City and the County under this contract, at least time-and-a half pay:

- a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; and
- b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
- c) For all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279.334.

The City and County must give notice to employees who work on public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

If this contract is for personal services as defined in ORS 279.051, the City and County shall pay all individuals performing personal services under this contract at least time-and-a-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201-209, from receiving overtime. If this contract is for a public work subject to ORS 279.348 to 279.262 or the Davis-Bacon Act (40USC 276a), the CITY and County agree to abide by the provisions of ORS 279.350 or 40 USC 276a, whichever is applicable.

(12) Savings Clause

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





## EXHIBIT A

### LAND USE GOAL COMPLIANCE AND COMPREHENSIVE PLAN COMPATIBILITY PROCEDURES

The County and the City identify the following activities as having a potential to "affect land use" as defined in OAR 660-30-005(2). This list is not exclusive:

- A. The issuance of structural permits for new buildings, additions and changes of building use;
- B. The issuance of manufactured dwelling placement permits;
- C. The issuance of a permit for construction or addition to a manufactured dwelling park, recreational vehicle park or organizational camp;

The County has adopted these policy/procedures which require verification that the construction activities involved in (A) through (C) comply with land use planning goals and are compatible with the comprehensive plan and regulations of the City. Sections (1) through (4) of this policy implement the procedures.

**Section 1:** Before a permit is issued for any activity mentioned in (A) through (C), or other activity affecting land use (except for electrical, plumbing, mechanical, or structural repairs and alterations not impacting land use), the County requires acknowledgment by the designated agent of the City that the project has land use approval.

**Section 2:** An electrical (other than for temporary power), plumbing, or mechanical utility service permit will not be issued for construction involving a new building, an addition to a building or change in the use of a building, unless the project already has, or is granted at the same time, a related structural, occupancy change, park construction or manufactured dwelling permit. Exceptions may be made when both the City and the County agree to authorize the issuance of such permit prior to the issuance of the required structural, occupancy change, park construction or manufactured dwelling permit.

**Section 3:** Any permit, including an electrical permit, may be denied by the County, if the County has knowledge that any other related permit under the jurisdiction of the County was denied, that the project has not received land use approval, or the project is not otherwise permitted under the City's comprehensive plan.

**Section 4:** Revocation of Permits: Any permit or inspection approval issued under this policy may be revoked by the County or the City if the permit was issued in error, or based on false, erroneous or misleading information.

## **EXHIBIT B**

### **PROCEDURES FOR PROCESSING OF PERMITS AND REFUNDS**

#### **I. PURPOSE:**

The purpose of this Exhibit B, as amended from time to time, is to further define the responsibilities of Marion County ("County") and the City of Stayton ("City") related to addressing, the processing of permits and refunds.

#### **II. AGREEMENT:**

##### **A. ADDRESSING**

The City is responsible for assignment of all addressees within its Urban Growth Boundary. The County shall not accept any applications for permits without an address approved by the City. The City shall be responsible for notification to affected parties of any required street name or address change.

##### **B. ONSITE WASTEWATER PERMIT APPLICATIONS**

All applications for onsite wastewater (septic) permits must be submitted to the County.

1. The City will not accept any application for an onsite wastewater permit.
2. The County will not approve an application for an onsite wastewater permit without first receiving an approved Land Use Compatibility Statement (LUCS) that has been signed by the City's staff.

##### **C. BUILDING PERMIT APPLICATIONS**

Except for onsite wastewater permits, all permit applications, including: structural, one and two family dwelling, manufactured dwelling, demolition, electrical, mechanical, and plumbing may be applied for at the City or online. Permits not requiring land use approval may be applied for at the City, County, or online.

The City shall review all structural, one and two family dwelling, manufactured dwelling and pre-fabricated structures for land use compatibility and setback requirements under the City zoning ordinance, prior to issuance of permits. Any other permit application determined by the City or County staff, at the time of application, to have a potential to affect land use as defined in Exhibit A shall also require City review and approval.

1. The City shall determine the completeness of an application before accepting. To be considered complete, an application must include that information listed in the Marion County Policy / Procedure manual for the type of application being submitted. (A current copy is provided)
2. The designated agent for the City shall enter the required zoning setbacks and conditions in the County's computer database. Each paper copy of the site plan shall also show the required setbacks and pertinent information and be signed indicating approval by the City.

3. The City shall forward the file and plans to the County for those applications requiring plan review.
4. The County shall review construction plans for building codes requirements, make appropriate computer entries and return to the City for issuance.
5. The County shall receive all applications for onsite sewage disposal systems, receive City land use approval for their installation, and issue permits.
6. The County, for those plumbing, mechanical, and electrical permits requested at the County, shall issue permits provided they are found to be in compliance with the Permit Processing IGA.
7. The County shall make available to the City a report summarizing each issued permit.

#### D. INSPECTIONS

The County shall inspect construction to assure compliance with the State Building Code and the approved plans.

#### E. CERTIFICATES OF OCCUPANCY

Upon final inspection and satisfactory compliance with Building Codes, the County shall complete a Certificate of Occupancy and forward the Certificate to the City for issuance. Upon issuance, the City shall forward a copy of the issued Certificate to the County.

#### F. REFUNDS

1. The County will be responsible for processing all requests for refunds of permit and/or permit application fees.
2. The City will be responsible for processing all requests for refunds of the zoning review fee.

### III. Effective Date

The terms of this Exhibit B, as amended from time to time, are effective upon the County's go-live date for the Accela online permitting program.























































