

August 20, 2020

7:00 pm City Council Meeting

Remote Participation Session

Willamette Activity Center Gymnasium

47674 School Street

Oakridge OR, 97463



REGULAR SESSION / PUBLIC HEARING / EXECUTIVE SESSION

Personnel complaints will not be heard at City Council Meetings and individuals with Concerns regarding personnel shall follow the Complaint Procedure Policy. Copies are available at every council meeting and at City Hall.

**1. CALL MEETING TO ORDER**

**2. Pledge of Allegiance**

**3. Roll Call**

**4. Additions, Corrections or Adjustments to the Agenda**

**5. Public Comment– 30 Minutes**

*Individual speakers must be recognized by the presiding officer, provide their name and address, and will be allowed up to 3 minutes or less with Council approval. The Council will not engage in any discussion or make any decisions based on public comment at this time. The Council may take comments under advisement for discussion and action at a future Council meeting. The Mayor may direct the City Administrator to follow up on comments received.*

**6. Mayor Comments / Announcements / Proclamations**

**7. Council Comments / Announcements**

**8. Consent Agenda**

8.1 Approval of minutes from July 16

8.2 Intergovernmental Agreements for Westfir Police, Fire and Shared Employee

8.3 Lane County Regional Housing Rehabilitation Program Intergovernmental Agreement

**9. Business from the City Council**

**10. Business from the City Administration**

10.1 City Administrator Update

10.1.1 Surplus of City Property

10.1.2 EcoGen Donation

10.1.3 Three-Legged Crane Outdoor Music Request

10.2 Finance Director Update

10.3 Police Department Update

10.4 Fire Department Update

10.5 Public Works Update

10.6 Community Services Update

**11. Public Hearings**

11.1 Oakridge Industrial Park Rezone

11.1.1 Declared Conflicts of Interest/Exparte Contacts

11.1.2 Open Public Hearing

11.1.3 Staff Report

11.1.4 Statements in Favor

11.1.5 Statements in Opposition

11.1.6 Statements in General

11.1.7 Close Public Hearing

11.1.8 Findings of Fact

11.1.9 Council Discussion

11.1.10 Council Directed Action

**Accommodation for Physical Impairments:** In order to accommodate persons with physical impairments, please notify the City of any special physical or language accommodations you may require as far in advance of the meeting as possible. To make arrangements, Contact City Hall at 541-782-2258. For the hearing impaired, the City's TTD Number is 541-782-4232.

**12. Items Removed from the Consent Agenda**

**13. Ordinances and Resolutions**

- 13.1 Ordinance 932 Approving a Comprehensive Plan Map Amendment\*
- 13.2 Ordinance 933 Approving a Zone Map Amendment\*
- 13.3 Resolution 13-2020 Repealing and Replacing Res. 09-2018 Oakridge Administration Advisory Committee
- 13.4 Resolution 14-2020 Repealing and Replacing Res. 15-2013 & 2-2012 Oakridge Audit Committee
- 13.5 Resolution 15-2020 Repealing and Replacing Res. 13-2015 Oakridge Library Board
- 13.6 Resolution 16-2020 Repealing and Replacing Res. 11-2018 Oakridge Economic Development Advisory Committee
- 13.7 Resolution 17-2020 Repealing and Replacing Res. 12-2017 Oakridge Parks and Community Services Committee
- 13.8 Resolution 18-2020 Repealing and Replacing Res. 06-2019 Oakridge Public Safety Advisory Committee
- 13.9 Resolution 19-2020 Repealing and Replacing Res. 01-2015 Oakridge Rural Marketing Program Advisory Comm.

**14. Appointments**

**15. Other Business**

**16. Public Comment**

**17. Adjourn**

**18. Executive Session**

ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

**This will be a remote participation meeting. Citizens have four ways of attending and commenting:**

- 1. Use your computer, tablet or smartphone and go to: <https://zoom.us/j/3664311610>.**
- 2. Use your telephone and dial: +1 346 248 7799. Meeting ID: 366 431 1610.**
- 3. Send comments by email to [cityadministrator@ci.oakridge.or.us](mailto:cityadministrator@ci.oakridge.or.us) prior to 1pm on August 20, 2020.**
- 4. It is not recommended due to COVID precautions, but citizens may attend in person at the Willamette Activity Gymnasium. There will be an audio and video feed.**

**Detailed instructions are available at City Hall, on the city website and the city Facebook page.**

**\*Copies of the proposed ordinances are available at City Hall and on the city website.**



July 16, 2020

City Council Meeting (Via Zoom)  
Willamette Activity Center Room 8  
47674 School Street  
6:00 p.m.

# MINUTES

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## CALL MEETING TO ORDER

**Council Present:** Mayor Kathy Holston, Councilors: Trisha Maxfield, Christina Hollett, John McClelland, Bobbie Whitney, Paul Forcum and Dawn Kinyon

**Staff Present:** City Administrator Bryan Cutchen, Finance Director Bill Jones, and Police Chief Kevin Martin

**1.0 Call Meeting to Order**

**2.0 Pledge of Allegiance**

**3.0 Roll Call**

**4.0 Additions, Corrections or Adjustments to the Agenda**

Bryan added 10.1.2 Travel Oregon Presentation

**5.0 Public Comment**

Dennis Patterson 47871 W 1st- In 2015 Mayor Jerry Shorey made a speech to welcome the newly elected City Councilors and the new Mayor Jim Coey, virtually every politician running for government promises that if elected they will listen to their constituents and be their voice.

Audi Spliethof 47587 Teller Road- at the last Planning Commission meeting one Commissioner was sent away because they wouldn't wear a mask. Inside the meeting three other people were not wearing masks and they were allowed inside.

Wayne Hall 48227 Y Drive- he expected to see the Mayor and Council here in person, there are other people that took the risk to be here, and he doesn't see why they can't be here.

Robert Garr 47889 Elgin Ave- the speeding through Oakridge (inaudible) we need to have cameras to take pictures of people speeding through town. There are people that are crossing the highway all over town, we need to stop the speeders.

Don Hadley Beaver Street- he has been here for 25 years and when he drives down Hwy 58 and he wants to know why the lights on the crosswalk are yellow and not red.

#### **6.0 Mayor Comments / Announcements / Proclamations**

Mayor Holston- wanted to address the comments about the Mayor and Council not being at the WAC, they chose to do it this way to comply with our regulations that are in existence now, they decided that it would be safer for them not to be there. They have gone to great lengths to make sure that everyone who wants to have a voice can be heard, we have been meeting by zoom since mid-March This is going to be a busy meeting, we are all in this together. She is asking for your patience and politeness.

#### **7.0 Council Comments / Announcements**

Councilor McClelland- earlier this week he sent Councilor Hollett an email regarding a rumor she was perpetuating that apparently came from the Facebook group regarding his residency. He would ask in the future that if someone has a question regarding him that they come to him, not his neighbors. He feels this was handled the wrong way.

Councilor Hollett- a constituent did contact her regarding Councilor McClelland, her responsibility is to the citizens of Oakridge, not to Councilor McClelland, she is personal friend of his neighbor and she asked a simple question, if he has lived there for over a year and a half and that was the end of it.

Mayor Holston- said it sounds like Councilor McClelland and Councilor Hollett needs to pick up the phone and/or sit down and discuss with each other what has occurred. She appreciates bringing stuff up so we can keep the air clear.

#### **8.0 Consent Agenda**

8.1 Approve minutes from May 21, June 4 and June 18

8.2 Letter of Support for LCOG Transportation Growth Management Grant Application

**Motion:** Councilor Maxfield moved to approve the consent agenda. Councilor McClelland seconded the motion.

Forcum (aye), Maxfield (aye), Hollett (aye), Kinyon (aye), Whitney (aye), McClelland (aye), Mayor Holston (aye).  
Motion carried 7-0

#### **9.0 Business from the City Council-none**

#### **10.0 Business from the City Administration**

10.1 City Administrator Update

10.1.1 Motion from Executive Session of 7/14/2020

Bryan read the issue.

**Motion:** Councilor McClelland moved that we direct the City Administrator to sign the agreement accepting the settlement in the amount of \$50,000 between the City of Oakridge and Curran McLeod Incorporated. Councilor Forcum seconded the motion.

Councilor Kinyon- we asked to have information brought to us about this and they didn't get the information and she is disappointed in that.

Mayor Holston- thanked Councilor Kinyon, but doesn't think they had consensus on that.

Councilor Hollett- agrees with Councilor Kinyon, we should have had a third opinion on this as well and we did discuss that.

Mayor Holston- yes we did discuss that and we also discussed that this offer could be withdrawn if we don't act upon this.

Councilor McClelland- he thinks the city has lost enough money through this process and throwing more down the hole would be a bad fiscal idea for a city that is struggling. He doesn't know why any of us thought we should pay another engineer to take a look at all of this.

Kinyon (nay), Hollett (nay), Maxfield (aye), Forum (aye), Mayor Holston (aye), McClelland (aye), Whitney (aye).  
Motion carried 5-2

#### 10.2 Finance Director Update

Bill- gave a quick finance update.

Councilor Maxfield- asked if we have hired someone to fill the Finance Director's position.

Bryan- we do have a candidate who has accepted an offer, he is reporting right around the end of the month to observe the payroll operations with Bill. Bill has agreed to stay on full time until the end of July and then come back on an hourly basis to provide needed training.

10.3 Police Department Update- none

10.4 Fire Department Update- none

10.5 Public Works Update- none

10.6 Community Services Update

#### 10.6.1 Transportation System Plan Presentation – Kittleson and Associates, Inc

Ashely Ludwig from Kittleson and Associates, Inc. gave the Transportation Systems Plan presentation. They have been working with us for the last year and a half. They are looking for guidance from the city council tonight on First Street and Highway 58.

This is meant to be a comprehensive look at the future of transportation system and the city. This is the city's plan and it should reflect the city's vision, so we have been working with the city and ODOT leading the technical work to support this plan. We have had an advisory committee guiding us along the way and held several public meetings and now we are holding the public hearing. It is really important that projects that you anticipate the city will want to do in the future get documented in this plan.

### **11.0 Public Hearings**

11.1 Oakridge Transportation System Plan Approval to include amendments to Zoning and / or Comprehensive Plan

#### 11.1.1 Declared Conflicts of Interest/Exparte Contacts

Councilor Kinyon- divulged one Exparte contact

#### 11.1.2 Open Public Hearing 7:23 PM

#### 11.1.3 Staff Report- Rick read the staff report

Councilor Kinyon- option # 2 that was just presented, this is the first time she has heard about this, she feels like it was very short and without detail.

Mayor Holston asked Ashley if she could go over option #2 again in more detail.

Ashley Ludwig- reviewed option #2 with the council.

Councilor Kinyon-what she heard is that we would be looking at enforcement and not reconfiguration.

Ashley- that is correct.

David Helton- the City could have a policy with OSP to seek increased enforcement, but that would be between the City and OSP.

Councilor Forcum- if we try to get more OSP enforcement that will cost the city more money that we don't have.

Mayor Holston- for option #2 is there additional flexibility if we don't want to do the full blown changes, but we want to do the reductions? For example more speed limit signs or other things that might help us, maybe more cross walks, is that something we could negotiate?

Ashley- that would be something to ask David, she is not sure of the ODOT policies for speed limit signs. In terms of if we can add additional pedestrian crossings without a road configuration plan, yes that is something that can be done.

Mayor Holston- if we don't do the full plan and we decide to do option #2 is that something that will still come out of ODOT's funding?

David Helton- it would be mix, you could apply to ODOT for grants for installation of additional marked crossings, you can seek grants through ODOT for sidewalk infill. We do have grant programs specifically for sidewalk infill in the Safe Routes to School program. For additional speed limit signs we can work with our district staff.

Councilor Maxfield- on page 57 under P-3 Oregon 58 sidewalks it's listed there that ODOT would have the cost estimate, and the city's portion would be \$850,000. In option #2 we would be footing the \$8.5 million figure versus the smaller portion of \$850,000 if she is understanding correctly?

Ashley Ludwig- the cost estimate for project P-3 that you are seeing that is the cost estimate just for implementing sidewalks and the City contribution would be about 10%, if you were to decide not to do the road reconfiguration and just look at sidewalk that is the estimates we are looking at for sidewalks throughout the entire city.

Councilor Maxfield- so in option #2, if we don't do the entire road reconfiguration ODOT will not help us, but in the road reconfiguration they will help us?

Mayor Holston- in option #2 we would have to pay for our sidewalks and ODOT would help us get grants, but in option #1 if we reconfigure sidewalks would be ODOT's. Would we have a portion of the sidewalks to pay even if we do the road reconfiguration?

David Helton- explained how the road reconfiguration would be funded.

Councilor Kinyon- on option #1 what she understands on the newest version of the TSP is that the road reconfiguration projects have been combined into one project called R-6 Lane Reduction and it specifically says on the documentation that the city's contribution will be zero. There is also a P-3 with sidewalks and a B-6 with bike lanes that both do have city contributions listed.

Ashley- if they hear tonight that the city would like to proceed with option #1 she does think we need to remove the contribution of the sidewalk and bike lane because ODOT is planning to pursue funding for the whole project.

David Helton- they understand that the city doesn't have the resources to contribute to much of the funding for Hwy 58, so we are looking for funding to cover the entire cost of the project. He can't promise that they can find funding for the entire project, there may be a need for the city to contribute funding.

Councilor McClelland- when putting this together did Ms. Ludwig put together any increases in crashes after the project was done in other cities?

Ashley Ludwig- she did not see any crash increases.

Councilor Hollett- what type of demographics do you collect on fatalities in Oakridge?

Ashley Ludwig- the crash data they report is what is reported in ODOT's crash database.

#### 11.1.4 Statements in Favor

There were eight statements in favor.

#### 11.1.5 Statements in Opposition

There were 39 statements in opposition.

#### 11.1.6 Statements in General

There were three comments in general.

#### 11.1.7 Close Public Hearing- 10:01 pm

#### 11.1.8 Council Discussion

Councilor McClelland- it seems like option #1 comes with more benefits with less cost to the city. His personal experience is he lives on the end of town where it is one lane and not much of center median and he has no problem getting out. He lived in LaPine after the change and he never experienced a problem aside from the traffic from the total eclipse event. With option #2 where are we thinking we are going to get officers to do more after just taking a staffing reduction? If we do the one year trial plan and at the end of it we say no this isn't working for us, is there not a possibility of saying ok, we want to go to option #2. The repeating theme is that people are concerned about the safety of the highway and the pedestrians trying to cross and the one we are wanting to throw out is the one that was recommended throughout the process of meetings and public input. There are some startling figures to support as a safer, more effective way to deal with the problem. If you stay with option #2, Oakridge is still going to stay a passing lane. He understands that people think it's going to be congested, but that is not his experience with LaPine and that is not his experience where he lives right now. The people who are in favor have some very valid points, the town looks like it is dying when you drive down Hwy 58.

Mayor Holston- she supports the lane reduction because that is the best plan that has been offered. Option #2 sounds like a good compromise, but it comes with a price tag that we can't afford. If we could we would have already done the items in option #2. For her, she looks at the road and the highway over the past thirty years and Oakridge choosing to not change anything and of course, nothing has changed. Maybe now it is time to try something new. She doesn't want to say go ahead ODOT, do whatever you want. She thinks the trial is well worth it, with parameters. We can't afford #2, we might as well just out the whole reconfiguration and leave it out rather than adopt something we won't be able to afford. She is looking 20 years out and she is hoping we will have a highway that is safer and slower. As a council we need to decide where we want to go from here.

Councilor Hollett- moving forward with the pilot program to her feels like we didn't listen to the community. People put out a lot to be here tonight. Both options have a price tag, why would we ask the citizens to pay for something they don't want? Having speed signs and saying they don't work, the same could be said for having three lanes, and the argument can go both ways. If people are really opposed with option #1 why would we push something on our citizens that they don't want? Option #2 is a good option to look at.

Councilor Maxfield- before the meeting she was in favor of the pilot program, but now she is convinced the people aren't ready. She feels like we should pull highway 58 out of the plan all together, maybe our community would be ready in the future.

Mayor Holston – Trisha said something that she thinks is very well stated. Our community just isn't ready for option #1 yet. This is a matter of her relying on data and experts around the nation and being given an opportunity to try something that has been proven in other areas to work. What would be your preference considering First Street reconfiguration or refinement. That was approved by the Planning Commission with the understanding that as we move and have funding to do that it will be reviewed and morphed and adjusted because is it our city streets.

Councilor Kinyon- ODOT made it very clear that there are no guarantees any of this is free. Something which may have been missed by some of our councilors is the bike lanes that are listed to cost \$950,000 and sidewalks listed for \$750,000 are both optional, ODOT could get that covered. She has heard from one of our current law enforcement officers that they believe the city council is against them bumping up their enforcement on highway 58 because of the bad reputation the city earned several years back when they ticketed a lot of people. There is one thing in the TSP plan that she believes needs to come out and that is B-9. She is opposed because we still haven't finished spending the money received less than ten years ago. She sees no reason why we need to reinvest in a new one when we haven't done anything with the first one we already paid for.

Councilor Whitney- she lives on East 1<sup>st</sup> St. and works there and a lot of mountain bike people use East 1<sup>st</sup> St. so she thinks having bike lanes up there would be nice for them and the schoolchildren. The parking up there is horrible, it is hard to back out. There is a lot of overflow parking up town so parallel parking would be safer up there. With the schools being there, anything to make it safer for the kids she is all for. She is for option #1.

Councilor McClelland- is it an option just to pull the Highway 58 portion for now and bring it back later?

Mayor Holston- we can approve the TSP except for the Highway 58 with an end date saying the council will revisit the Hwy 58 and make an addendum to the TSP within a month, she wouldn't let it go too long. She looks at studies we have done since 1961 and one of the things that happens is that councils pass the TSP plans and they just sit there. If we approve #2 we need to aggressively stay on top of the policing of our highway, we need to stay proactive, and we don't want to step back from this.

**Motion:** Councilor Whitney moves we direct city staff to draft a TSP ordinance with the following three modifications 1) To remove Highway 58 from the TSP with the intent to explore option #2 for a future addendum 2) review the removal of Second Street for safety reasons 3) Select option #1 for E 1<sup>st</sup> street. Councilor Maxfield seconded the motion.

Councilor Kinyon asked to make a friendly amendment to remove B-9 with the trail connections study.

Councilor Whitney- it is a 20 year plan and she doesn't have an issue with that, we have a lot of plans to develop the trail system so she does not accept the friendly amendment.

Councilor McClelland-if we pass this does this mean we are taking out option #1 for the highway?

Mayor Holston- as it is written she would say yes, it is only directing the staff to look at option #2. This doesn't paint us into a corner that says we can't do it.



Bryan- with this motion you are taking a very visionary document, this is a long rang visionary document with very few details and you are going to narrow it down and reduce the number of decisions you have. It's a plan that was generated with engineering professionals and safety professionals and yet you are relying on 1.2% of the population to guide your choices when you can have a plan that gave you a pilot which would give the citizens more experience, more information about what the impact of the reconfiguration. Instead you are going to choose a very short-sighted option that makes it much harder to go back to the beginning. You can always alter the road diet; you can always change it; and you will have 2-3 decision points to say no. But here you automatically go to the worst case decision. He completely understands you are going to get blow back from your constituents at the least the 40 that were here to make comments. It's your job to be visionary and he doesn't see it in this motion.

Mayor Holston- thanked Bryan and she agrees with him.

Councilor McClelland- he agrees with Bryan as well.

Mayor Holston- we are in a position where we need to have community support and there is a vocal group of people who don't believe this is what we should do. She knows many people who do want this and have spoken to her directly. She doesn't think the community as a whole supports this. This is a visionary document that can be changed and added to and subtracted to, we have limited our scope of vision by doing this.

Forcum (aye), Maxfield (aye), Hollett (aye), Kinyon (aye), Whitney (aye), McClelland (nay), Mayor Holston (nay).  
Motion carried 5-2

11.1.9 Findings of Fact- Rick read this

11.1.10 Council Directed Action

**12.0 Items Removed from the Consent Agenda-none**

**13.0 Ordinances and Resolutions –none**

**14.0 Appointments-none**

**15.0 Other Business**

**16.0 Public Comment**

**17.0 Adjourn – 11:20 pm**

Signed: \_\_\_\_\_  
Kathy Holston, Mayor

Signed: \_\_\_\_\_  
Jackie Sims, City Recorder

## **Business of the City Council**

City of Oakridge, Oregon

*August 20, 2020*

**Agenda Title: Westfir IGAs for Police Enforcement, Fire Protection and Shared Employee**

**Agenda Item No: 8.2**

**Proposed Council Action: Approve on the consent agenda.**

**Exhibit: (1) Police Enforcement IGA  
(2) Fire Protection IGA  
(3) Shared Employee IGA**

**Agenda Bill Author: Bryan Cutchen  
City Administrator: Bryan Cutchen**

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**ISSUE:** Annual renewal of intergovernmental agreements with the City of Westfir.

**FISCAL IMPACT:** Nominal increases in contract pricing in line with expenses to provide services.

**OPTIONS:** (1) Approve the Intergovernmental Agreements.  
(2) Do not approve the Intergovernmental Agreements.

**RECOMMENDATION:** Staff recommends Option (1).

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**CITY OF WESTFIR/CITY OF OAKRIDGE**

THIS AGREEMENT is made and entered by and between the CITY OF WESTFIR hereinafter called Westfir, a municipal corporation of the State of Oregon, and the CITY OF OAKRIDGE, hereinafter called Oakridge, a municipal corporation of the State of Oregon.

**WITNESSETH**

WHEREAS, Westfir is desirous of contracting with Oakridge for the performance of the hereinafter described law enforcement functions within the boundaries of Westfir by Oakridge thereof, and;

WHEREAS, Oakridge has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 12 months, commencing July 1, 2020 and terminating June 30, 2021.
2. **COMPENSATION:** Westfir shall pay to Oakridge for such law enforcement services as provided herein as follows:
  - a. Costs for this period:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>	<u>PER QUARTER</u>
July 1, 2020-June 30, 2021	\$36,602.50	\$9150.63

Payment will be retroactive to July 1, 2020.

In the event an incident within Westfir requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Westfir to exceed the normal hours worked, Westfir shall pay for such services at the actual cost for each officer. Prior to any payments being made under this subparagraph, the Police Services Committee as established herein shall review the time involved in the investigation and issue a recommendation to the Councils as to the additional amount of compensation which should be due and owing.

Billing will be done on a quarterly basis. The City of Oakridge will send an invoice requesting payment of \$9150.63 per quarter.

3. **POLICE RESPONSIBILITIES:** Oakridge agrees to provide police services within the corporate limits of Westfir to the extent and in the manner herein set forth encompassing 20 hours of patrol activities per month and emergency response. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Oakridge Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The Oakridge Police shall:
- a. Provide enforcement of Oregon State Statutes regarding criminal offenses and Oregon Vehicle Code Violations.
  - b. Provide enforcement of all other Westfir ordinances which by their nature are generally enforceable by police action on a call basis, responding to Westfir staff or resident complaints of ordinance violations. Westfir is responsible for applicable reports and the court processes for non-criminal related ordinance violations.
  - c. Provide a written report to Westfir on or before the 8th day of each month setting forth the actual number of calls for service and number of citations and arrests for the previous month. Report will include the same information as reported on the police department daily dispatch log. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as requested by Westfir
  - e. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder.
  - f. Respond to calls for service inside of the incorporated limits of Westfir. Response for emergency and urgent calls will be by a Police Officer. Response for any other calls will be determined by officer availability. The Chief of Police will dictate the classification of calls.
4. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Oakridge.

- a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Oakridge employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Oakridge.
  - b. Westfir shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Oakridge personnel performing services hereunder for Westfir or any liability other than that provided for in this agreement. Except as otherwise herein specified, Westfir shall not be liable for compensation or indemnity to any Oakridge employee for any injury, or sickness arising out of his or her employment.
5. **COURT:** It is mutually agreed that all arrests for felony crimes or other misdemeanors will be presented to the District Attorney for Lane County, State of Oregon, for trial in the appropriate court of jurisdiction, and the court of jurisdiction will be entitled to all portions of fines, forfeitures, etc. normally retained by them. All violations of Oregon Vehicle Code and ordinance violations committed within the incorporated limits of Westfir will be cited to appear in the Oakridge Municipal Court, Lane County, Oregon, or such other court as has jurisdictions over the offense cited. All revenue generated and retained by Westfir will be divided equally with the City of Oakridge, to assist in covering additional costs of services.
6. **JOINT COMMITTEE:** A joint Police Service Committee consisting of members from Westfir and Oakridge is hereby created. Members of the committee shall be appointed by the Mayors of the respective cities. The committee shall consist of one city councilor and one city employee from each city. The committee shall meet as needed, as designated by the chairman of the committee for the purpose of discussing various issues concerning police services in Westfir and making recommendations to the respective Councils. Specifically, the committee shall attempt to resolve any disputes between the cities concerning terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the committee is unable to resolve a disputed matter. The type and quality of service shall be reviewed annually by the members of the Police Services Committee.
7. **TERMINATION:** This agreement may be terminated for convenience by either party at any time upon giving three (3) months written notice of their intent to do so. All monies due shall be paid within 10 days of final **termination date**.
8. **HOLD HARMLESS:** The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims

whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees.

9. **BUDGETING:**

Oakridge and Westfir agree to meet annually to renegotiate the amount of compensation for the next year of this agreement. The initial meeting shall take place no later than March 15<sup>th</sup>, and both parties agree to make every effort to agree upon compensation in a timely manner (by April 30<sup>th</sup>), in order for the budget process to move forward. Westfir will initiate the first meeting.

10. **MISCELLANEOUS:**

- a. Westfir's Request for Proposals and the Proposal submitted by Oakridge are made a part hereof. Westfir acknowledges that the personnel as set forth in Oakridge's proposal are subject to change at any time without notice. In the event any of the provisions shall be in conflict herewith, the provisions of this agreement shall control.
- b. Any amendments or modification hereto shall be made in writing as approved by respective councils.
- c. Animal Control shall be in a separate contract.
- d. Citations for Ordinance violations may be written by the Westfir City Recorder and delivered by Oakridge Police Chief or his designee.

**IN WITNESS WHEREOF**, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

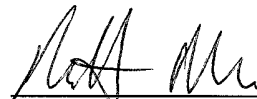
**CITY OF OAKRIDGE**

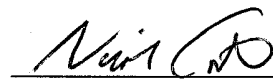
\_\_\_\_\_  
Kathy Holsten, Mayor Date

**ATTEST:**

\_\_\_\_\_  
Kevin Martin Date  
Chief of Police

**CITY OF WESTFIR**

 8/20/20  
\_\_\_\_\_  
Matt Meske, Mayor Date

 8/10/20  
\_\_\_\_\_  
City Recorder Date

## INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This agreement is made and entered into between the City of Westfir, hereinafter called Westfir, a municipal corporation of the State of Oregon, and the City of Oakridge, hereinafter called Oakridge, a municipal corporation of the State of Oregon.

Both entities are units of local government, organized and operated under the laws of the State of Oregon. Oregon statutes; Chapter 190 specifically authorizes agreements between units of local government that are party to the agreement for any and all functions and activities they have authority to perform.

### RECITALS:

- 1.) Oakridge operates a Fire Department and Westfir desires to extend this contract with Oakridge for fire protection until such a time that Westfir is able to fully provide fire suppression services.
- 2.) Oakridge and Westfir acknowledge that it is in the best interest of the patrons of Oakridge and Westfir to pursue an inter-governmental agreement that provides fire services to the citizens of the area.
- 3.) Both Oakridge and Westfir have the statutory authority to provide all services covered by this agreement.

NOW, THEREFORE, it is mutually agreed by and between Oakridge and Westfir as follows:

### 1.) AGREEMENT

- A. TERM: The term of this agreement shall be 12 months, commencing July 1, 2020. The agreement shall continue on a year to year basis unless one of the parties advises the other, in writing, at least 3 months prior to July 1<sup>st</sup> of any fiscal year of their desire to terminate this agreement. At the end of this agreement all equipment shall be returned to Westfir as inventoried and in equally good condition as at the origination of this agreement.
- B. Throughout the term of this agreement, Oakridge shall provide fire suppression response, training, dispatch, rescue services and other related services set forth herein, at substantially the same level in Westfir as is currently being provided in Oakridge by the City of Oakridge Fire/EMS.
- C. the Oakridge Fire Chief or designee shall have authority and responsibility to prescribe the manner, and method of providing the services delineated in this agreement, however neither may incur extraordinary costs that would adversely impact the other.

- D. As part of this agreement and as part of the payment identified within Section 5, Westfir may occupy space at the Oakridge Fire/EMS station for the purposes of administrative duties and housing of equipment.
- E. Compensation: Westfir shall pay Oakridge a total sum of \$16,500 per year. Billing will be done on a quarterly basis. Oakridge will send an invoice requesting payment of \$4,125.00 per quarter. This agreement shall be reviewed annually by both Westfir and Oakridge.

## 2.) PERSONAL PROPERTY AND EQUIPMENT

- A. All property and equipment including fire apparatus, furnishings, training aids and other articles of property, purchased by each entity shall remain the property of the entity that purchased that said property. However, Oakridge may use the City of Westfir property in the fulfillment of this contract which shall include but not limited to the Westfir Fire Truck 1241; and Westfir "Turn-Out" washing/extractor machine
- B. All repairs, improvements, replacements, or additions to the property described in 2A shall be the responsibility of the party that purchased said property. The entity operating said equipment shall be responsible for the routine maintenance costs. Oakridge understands that they must get prior approval from Westfir for any and all expenditures that exceed \$200.
- C. Oakridge shall be responsible for providing liability insurance for both entities property and equipment. Oakridge shall ensure that all personnel driving the Westfir Fire Engine 1241 are fully qualified to operate the engine in accordance with Oakridge Fire Department policies.

## 3.) GENERAL ADMINISTRATION AND MANAGEMENT

- A. General administration and management of the Oakridge Fire/EMS agency shall be the responsibility of the Oakridge Fire Chief or designee. The Oakridge Fire Chief works under the general direction of the City of Oakridge Administrator. The Oakridge Fire Chief shall provide information to Oakridge and Westfir, as requested.
- B. Operational control of all incidents within Westfir boundaries shall be the responsibility of the Oakridge Fire Chief or designee.
- C. All Fire Department employees and volunteers shall be employees of Oakridge. They shall be subject to the rules and regulations of Oakridge. Oakridge shall have the responsibility of providing all administrative services required of an employee including accounting, personnel, and insurance practices. Westfir volunteers shall maintain membership as a volunteer with the Oakridge Fire/EMS.



4.) BUDGETING/EXPENDITURES

A. Oakridge and Westfir agree to meet annually to renegotiate the amount of compensation for the next year of this agreement. The initial meeting shall take place not later than March 15<sup>th</sup>. If the parties cannot reach an agreement, that shall be considered notice of termination of the agreement. For the remaining year, the compensation adjustment shall not exceed the percentage increase in the City of Westfir's valuation for the previous year.

5.) HOLD HARMLESS

A. The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each entity, its officers, agents, or employees.

6.) MISCELLANEOUS

- A. Westfir's Request for Proposals and the Proposals submitted by Oakridge are made a part of hereof. Westfir acknowledges that the personnel as set forth in Oakridge's proposals are subject to change herewith, the provisions of this agreement shall control.
- B. Any amendments or modifications hereto shall be made in writing as approved by respective councils.

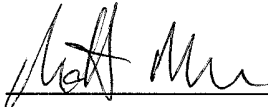
IN WITNESS WHEREOF, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.


City of Oakridge

\_\_\_\_\_  
Kathy Holsten, Mayor

\_\_\_\_\_  
Oakridge City Administrator

City of Westfir

  
\_\_\_\_\_  
Matt Meske, Mayor

 8/10/20  
\_\_\_\_\_  
Westfir City Recorder

**AGREEMENT FOR REIMBURSEMENT OF EMPLOYEE BENEFIT EXPENSES**  
**CITY OF WESTFIR AND CITY OF OAKRIDGE**

THIS AGREEMENT is made and entered by and between the CITY OF WESTFIR (Westfir), a municipal corporation of the State of Oregon, and the CITY OF OAKRIDGE (Oakridge), a municipal corporation of the State of Oregon.

**RECITALS**

- A. Jackson Stone (Employee) receives benefits from his employment with the City of Oakridge. Employee is also an employee for Westfir.
- B. Employee wishes to obtain health insurance benefits from Oakridge for his spouse (insurance benefits). Westfir wishes to reimburse Oakridge for the costs of the insurance benefits as set out in this Agreement.

**AGREEMENT**

Now, therefore, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **TERM:** The term of this Agreement shall be 12 months, commencing July 1, 2020 and terminating June 30, 2021. The Agreement shall renew for successive annual periods, unless earlier terminated as provided herein.
2. **INSURANCE BENEFITS:** For so long as Employee is employed by Oakridge, and for so long as Employee's spouse is eligible for the insurance benefits with Oakridge, Oakridge will allow Employee to select health insurance coverage for Employee's spouse under the Oakridge employee benefits plan.
3. **COMPENSATION:** Westfir shall reimburse Oakridge for the direct costs to Oakridge in providing insurance benefits under Section 2, as follows:

<b><u>FISCAL YEAR</u></b>	<b><u>TOTAL AMOUNT</u></b>	<b><u>PER QUARTER</u></b>
July 1, 2020-June 30, 2021	\$10,096.00	\$2,524.00

Payments to be made quarterly. Oakridge will provide Westfir with a copy of the CIS monthly billing for Employee. Westfir will pay Oakridge a quarterly payment (monthly amount x 3) due by the 10<sup>th</sup> of the month in July, October, January and April. The annual reimbursement from Westfir will not exceed the total amount per term. Oakridge will provide an updated printout from CIS when rates change.

4. **TERMINATION:** This Agreement may be terminated for convenience by either party at any time upon giving 30 calendar days prior written notice of the intent to do so. All monies owing shall be paid within 10 days of the termination date.

The obligation for Westfir to make reimbursement payments is conditioned upon all of the following:

- a) Employee's continued employment with both Westfir and Oakridge; and
- b) Employee's spouse eligibility for insurance benefits with Oakridge.

If either condition of reimbursement ceases to hold true, Westfir's obligations shall end and the Agreement shall terminate.

5. **HOLD HARMLESS:** Each party will indemnify, defend, save and hold harmless the other and the other's officers and employees from any and all claims, suits, and liabilities arising out of the negligent acts or omissions of the indemnifying party's performance under this Agreement or related to this Agreement. This indemnity obligation shall not include any obligation of one party to indemnify the other for actions or omissions of the other or the other's officers, employees, or agents. In the event of joint acts, each party shall be responsible for its own acts or those of its own officers, employees or agents.

6. **BUDGETING:**

Oakridge and Westfir agree to meet annually to renegotiate the amount of compensation for the next year of this Agreement. The initial meeting shall take place no later than March 15<sup>th</sup>, and both parties agree to make every effort to agree upon compensation in a timely manner (by April 30<sup>th</sup>), in order for the budget process to move forward. Westfir will initiate the first meeting.

7. **GENERAL PROVISIONS:**

a) Employee is not a shared employee and shall retain his separate employment status with each party.

b) This Agreement constitutes the entire understanding of the parties as to Employee's insurance benefits. This Agreement supersedes any and all prior negotiations, discussions, agreements and understandings between the parties. This Agreement may not be modified or amended except by written amendment executed by both parties

c) There are no third-party beneficiaries to this Agreement. The parties agree and intend that this Agreement shall be enforceable only by the parties and their duly authorized representatives.

**IN WITNESS WHEREOF**, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

**CITY OF OAKRIDGE**

\_\_\_\_\_  
Kathy Holston, Mayor Date

\_\_\_\_\_  
Oakridge City Administrator Date

**CITY OF WESTFIR**

*Matt Meske* 8/10/20  
\_\_\_\_\_  
Matt Meske, Mayor Date

ATTEST:

*Nancy [Signature]* 8/10/20  
\_\_\_\_\_  
Westfir City Recorder Date

## **Business of the City Council**

City of Oakridge, Oregon

*August 20, 2020*

**Agenda Title: Regional Housing Rehabilitation  
Loan Program IGA Update**

**Agenda Item No: 8.3**

**Proposed Council Action: Approve on the  
consent agenda.**

**Exhibit: (1) IGA**

**(A) Junction City Sub Agreement**

**(B) Consideration Process**

**Agenda Bill Author: Bryan Cutchen**

**City Administrator: Bryan Cutchen**

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**ISSUE: SVDP is revising the IGA, simply adding Veneta and Creswell and the referenced Exhibits A & B**

**FISCAL IMPACT: N/A**

**OPTIONS: (1) Approve the revised IGA on the consent agenda.  
(2) Do not approve the revised IGA.**

**RECOMMENDATION: Staff recommends Option (1).**

INTERGOVERNMENTAL AGREEMENT  
LANE COUNTY  
REGIONAL HOUSING REHABILITATION PROGRAM

WHEREAS, the Lane County Regional Housing Rehabilitation Program (RHRP) was established in 2001 by Lane County and the cities of Cottage Grove, Oakridge and Lowell to provide a regional approach to meet housing rehabilitation needs; and

WHEREAS, each of the members have contributed all or a portion of their rehabilitation portfolio or receipts from rehabilitation projects to RHRP, in accordance with federal Community Development Block Grant requirements; and

WHEREAS, the Cities of Westfir, Florence and Junction City have become members of the RHRP and contributed a portion of the city's housing rehabilitation portfolio to the RHRP; and

WHEREAS, the Cities of Veneta and Creswell have become members of the RHRP and are contributing receipts from rehabilitation projects to RHRP; and

WHEREAS, under ORS Chapter 190.010 cities and counties may agree to carry out activities which they are individually or jointly authorized to conduct, specifically, the initial Members of the RHRP are Lane County and the cities that are signatories to this agreement, and may be amended to add other cities; and

WHEREAS, Lane County and the cities listed above have determined that it in their mutual interests and the public interest to establish an on-going program for guiding the use of the assets jointly contributed by the member agencies of the Regional Housing Rehabilitation Program.

NOW THEREFORE, it is hereby agreed:

- 1) The Regional Housing Rehabilitation Program (RHRP), established in 2001, is now comprised of the following Members: Lane County, and the cities of Lowell, Cottage Grove, Oakridge, Westfir, Florence, Junction City, Veneta, and Creswell herein after referred to as the Members or individually as Members. All other non-metropolitan cities in Lane County are eligible applicants of Small Cities – HUD/CDBG funding, may become members by completing a state grant application for CDBG funds and accepts such funds, and by executing an amendment to this agreement and a Subrecipient Agreement described below.
- 2) The original Agreement establishing the RHRP was fully executed in April 2001 and this Agreement amends and replaces, in its entirety, that original agreement, pursuant to paragraph 12 of the original Agreement.

3) The RHRP shall include contributions of Community Development Block Grant (CDBG) assets by Members for the purpose of making loans to low to moderate income property owners for approved housing rehabilitation, creation of a revolving loan fund upon loan repayment for continuing this purpose, and the regional administration and management of the revolving fund by an eligible and qualified 501(c) (3) non-profit organization.

4) The RHRP Fund, established with certain existing revolving loan fund assets of Members, will continue to grow with new grant assets received periodically by Members from the State of Oregon, and any privately contributed funds. The current grants that contribute to the RHRP revolving loan fund include: H00023, HO10004, HO1005, HO10007, HO200021 HR410, HR505, HR608, HR805, H16013, and H19011. Commitments of matching funds for these grants also contribute to the RHRP revolving loan fund.

5) The Members agree that the administrator and manager of RHRP assets will be the St. Vincent De Paul Society of Lane County (hereinafter Subrecipient), subject to termination provisions of this Agreement. Each Member agrees to execute a Subrecipient Agreement with St. Vincent De Paul in substantially the same form as Exhibit A (City of Junction City – 2008), attached hereto, in order to effectuate the transfer of CDBG assets for the purposes of the RHRP. Each new Subrecipient Agreement with St. Vincent De Paul shall be executed upon receipt of a CDBG grant by a Member. The Subrecipient shall fill two roles with regard to the RHRP: first is as the contractor to the grant recipient Member to administer and manage the grant through closeout; and second, after closeout, as the title owner of the grant assets, including loan repayments, and assuming all grant responsibilities of each Member, as described in the Subrecipient Agreement. The Subrecipient may also act as the Subgrantee for any city that enters into this Agreement after 2005.

6) Lane County and City Members of the RHRP, as established under this agreement, and other city members, as may be added in the future, shall appoint one representative, each with one vote, and one additional community member with one additional vote, to sit on the Policy Committee. The community members may be an interested citizen, or representative of a community development corporation, or of a service or other organization. The Policy Committee shall be created for and managed by the Subrecipient. The Policy Committee shall advise the Subrecipient on how to best meet the needs for affordable housing and related programs in the member jurisdictions and recommend and approve Policies and Procedures describing operation of the RHRP Fund, housing rehabilitation priorities, criteria for loan approval, and other matters that Subrecipient and/or Policy Committee deem relevant.

7) A request to change the Subrecioint may be initiated by any Member in writing to the Policy Committee. If the majority of the Policy Committee agrees to initiate a process it will result in one of the following: (a) reselection of St. Vincent De Paul as a managing agency, or (b) selection of any other qualified state approved program managing agency. The Policy Committee will adhere to the process outlined in Exhibit B to this agreement.

8) A Member who chooses to withdraw from the RHRP is solely responsible for the meeting of all Community Development Block Grant federal requirements with regard to any returned RHRP funds or assets. A member may withdraw by providing written notice to all other Members.

9) If there is to be a change in the Subrecipient referred to in Exhibit A, Members agree that the method for the prior Subrecipient to return assets or funds to each must be pre-approved by the state and shall not jeopardize the continuation of the RHRP including its goals to operate with non-program income. Current approved options include:

a. Requiring the Subrecipient to relinquish control of such assets to the Member for an interim period approved by the state, after which all assets must be transferred to another eligible Subrecipient for the purpose of continuing duties described in Sections 4 & 5 above, or

b. Requiring the Subrecipient to relinquish control of such assets directly to another eligible Subrecipient.

10) Coordination with Metropolitan Housing Programs. The Members of the Lane County Regional Housing Rehabilitation Program, land signatories to this IGA, seek to coordinate regional housing rehabilitation goals with metropolitan housing programs that share the goal of affordable housing for lower income families.

11) Exhibits to this agreement include:

Exhibit A - City of Junction City Subrecipient Agreement,  
Exhibit B – Subrecipient consideration process.

12) This Agreement may only be amended by written agreement of all parties to this Agreement.

13) This Agreement may be terminated upon mutual consent of all Members. If the RHRP loses its eligibility for funds, ceases to exist, becomes insolvent or it is otherwise financially unreasonable to continue the RHRP, this Agreement may be terminated by fewer than all Members.

14) This Agreement is perpetual, unless otherwise terminated under its provisions.

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Signatures on Page 4



15) This signature page may be executed in multiple counter parts, with the combined total reflecting that all parties have signed.

City of Cottage Grove

By\_\_\_\_\_

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

County of Lane

By\_\_\_\_\_

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

City of Lowell

By\_\_\_\_\_

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

City of Oakridge

By\_\_\_\_\_

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

City of Florence

By\_\_\_\_\_

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

City of Westfir

By\_\_\_\_\_

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

City of Junction City

By\_\_\_\_\_

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

City of Veneta

By\_\_\_\_\_

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

City of Creswell

By\_\_\_\_\_

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

EXHIBIT A

SUBRECIPIENT AGREEMENT

Lane County Regional Housing Rehabilitation Program

RECITALS

WHEREAS, the parties executing the agreement are City of Junction City, a political subdivision of the State of Oregon, and St. Vincent dePaul Society of Lane County, Inc., the designated Subrecipient and a non-profit corporation authorized to do business in the State of Oregon; and

WHEREAS, the City of Junction City has been awarded a Community Development Block Grant (CDBG) Contract HR 805 by the State of Oregon, acting through Oregon Housing and Community Services Department ("State"); and

WHEREAS, the grant is subject to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) ("the Act"), the regulations promulgated pursuant thereto, 24 C.F.R. §§570.1-.5 (1997), ORS §285A.075 (1997), and Oregon Administrative Rules (OAR) 123-080-0000 to 123-080-0050 (1998), all as may be amended from time to time; and

WHEREAS, the purposes of this grant include to (a) set up a Lane County Regional Housing Rehabilitation Program and revolving loan fund to meet the housing needs of low and moderate income residents of Lane County, and (b) for Lane County to provide new loans to low and moderate income residents to rehabilitate residential housing within the county; and

WHEREAS, the cities of Lowell, Cottage Grove, Florence, Westfir and Oakridge have previously received CDBG Grant Contracts, have already made loans, those grants have been closed, but the entities have contributed a portion of the existing loan portfolios to the Lane County Regional Housing Rehabilitation Program for the revolving loan fund; and

WHEREAS, Lane County and the cities of Lowell, Cottage Grove, Oakridge, Westfir and Florence and Junction City desire to contract with Subrecipient for administering and managing funds covered by CDBG Grant Contracts; establishing and operating a revolving loan fund to provide maximum flexibility for a wide range of activities to be funded, including proceeds from Grant Contracts, assets contributed by the other entities, and such other assets as may be deposited into the Loan Fund in the future by these or other Lane County jurisdictions or by other private entities; and

WHEREAS, other eligible cities in Lane County may desire to join the Lane County Regional Housing Rehabilitation Program. They shall enter into an Intergovernmental Agreement with the existing members and enter into a contract with the Subrecipient. For the purposes of this agreement where ever the term "Subrecipient" is used it may be substituted with the term "Subgrantee".

**THEREFORE**, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be for three years from the date of execution of this agreement, with the option that it may be renewed for additional three-year periods, unless terminated. However, Subrecipient must complete all approved grant activities for Grant Contract HR 805 within 2 years from the date of execution of the Grant Contract. All Project activities must be completed by the Project Completion Date, or as otherwise amended by State including submission of the Project Completion Report and all cash requests (except cash requests for audit costs, if applicable).

II. SUBRECIPIENT STATUS

Subrecipient is an eligible Subrecipient to administer and manage CDBG grant monies and assets in a manner to result in non-program income in that it:

- A. Is a duly incorporated company authorized to do business in the State of Oregon;
- B. Serves the development needs of the community covered by this Agreement;
- C. Is an acceptable Subrecipient to the State of Oregon Housing and Community Services Department;

As a condition to City of Junction City's obligation to make funds available under this agreement, Subrecipient shall provide the documents required by the State to substantiate it as an eligible Subrecipient (Grant Contract, Exhibit B, paragraph 9) and shall maintain this status throughout the term of this agreement.

Wherever the term 'Subrecipient' is used in this agreement it may be substituted with the term 'subgrantee'.

### III. GENERAL SCOPE OF DUTIES

- A. Prior to grant close out for Grant Contract # HR 805, Subrecipient shall be responsible for the following, subject to City of Junction City's monitoring authority: (a) proper use of, administration, distribution and expenditure of funds provided by City of Junction City to Subrecipient, and (b) setting up, administering and operating a revolving Loan Fund for the Lane County Regional Housing Rehabilitation Program (RHRP), subject to Policies and Procedures adopted by Subrecipient with the advice and recommendation of the Policy Committee more fully described in paragraph IV.B.1.c. below and in the Intergovernmental Agreement: Lane County Regional Housing Rehabilitation Program (IGA) attached as Exhibit B.
- B. After grant closeout, Subrecipient shall own, control and manage the assets of the revolving Loan Fund, subject to the Policies and Procedures established prior to closeout, to any responsibilities set forth in the Grant Close out agreement, to the continuing advice and recommendations of the Policy Committee, and to compliance with applicable federal and state laws and regulations.
- C. In performing its responsibilities in III.A. and B. above, Subrecipient shall ensure that its activities meet the national objective of principal benefit to low- and moderate-income persons as required by federal law and regulations.
- D. In performing its responsibilities in III. A. and B. above, Subrecipient shall be responsible for performing eligible activities under the Community Development Block Grant program, in accordance with Section 105(a) of the Act (42 USC §5305(a)), and the "program income rule" and its exceptions in 24 CFR 570.489(e)(2) and (3), and shall comply with all other applicable federal and state requirements regarding use and reporting of program income. For non-program income ("defederalized funds"), the eligible activities and reporting are those set forth in this Agreement, and Policies and Procedures to be adopted for the RHRP.
- E. In performing its responsibilities in III.A. above, Subrecipient agrees to comply, and cause its agents and contractors to comply, with all terms and conditions of the Grant Contract, except those expressly set forth in III. F., with any and all amendments to that Contract, and to comply with applicable Federal, state, and local laws and regulations, as may be amended from time to time, and in a manner satisfactory to the City of Junction City .
- F. As to specific Grant Contract provisions: City of Junction City shall retain responsibility for requirements related to grant application; accepting grant funds and disbursing after appropriate request by Subrecipient and approval by state; for monitoring of Subrecipient activities; for providing required information and documents to the state as designated in Exhibit B, paragraph 4.; for complying with paragraph 5.B. with regard only to purchases by the City of Junction City; for maintaining its own records and making them accessible to the state and public; for ensuring compliance by its employees, agents, consultants, officers, or

elected or appointed officials with paragraph 6.B. regarding conflicts of interest, paragraph 6C. regarding debarment, etc., and Exhibit G regarding lobbying.

- G. Subrecipient shall assign such staff as is appropriate to carry out its responsibilities in a timely and professional manner. Upon the City of Junction City's request, Subrecipient shall provide the names and responsibilities of key staff assigned to perform work under this agreement, and shall notify the City of Junction City in the event of changes in key staff assignments.

#### IV. SPECIFIC DUTIES RE: GRANT FUNDS AND REGIONAL PROGRAM MANAGEMENT

##### A. Grant Contract Responsibilities (Grant HR 805)

1. The City of Junction City shall contribute funds from Grant HR 805 to the Loan Fund to be managed and administered by Subrecipient in accordance with Exhibit C, Schedule of City of Junction City Contributions. It is expressly agreed and understood that the total amount to be paid by the City of Junction City under this Agreement, through periodic draw downs as approved by the state, shall not exceed \$300,000, of which no more than \$240,000 shall be used and administered by Subrecipient for rehabilitation loans.
2. With the rehabilitation loan funds, Subrecipient shall complete housing rehabilitation improvements for approximately 11 eligible low- and moderate- income, owner occupied units. No later than 90 days prior to the Project Completion Date, all funds designated for rehabilitation must be contractually committed in loan contracts as further set forth in paragraph V.A.2.
3. Subrecipient shall: (a) conduct outreach, including sufficient advertisement of the housing rehabilitation program, to ensure that a reasonable number of eligible applicants participate, (b) assist property owners, including providing accommodations for those with special needs, in completing loan applications for the RHRP program and, if applicable and requested, in securing other available loans from other private financial institutions. Tenants will be assisted only if tenant occupied units are, in the future, determined eligible through amendment of the Grant Contract between the City of Junction City and the State.
4. Subrecipient shall provide program management services once loans approved, including but not limited to:
  - a. Assisting in identifying eligible work to be performed, obtaining property owners written approval, and assuring that only eligible rehabilitation work is contracted for and performed,
  - b. Estimating costs to complete work based on industry and regulatory standards,
  - c. Ensuring that property owners properly solicit and select qualified contractors,
  - d. Providing forms and sample contracts to property owners and ensuring that the description of work is accurate and complete,
  - e. Assuring that required building permits are timely obtained, and assisting the City of Junction City, as it requests, in monitoring this duty,
  - f. Providing relocation assistance, if applicable and appropriate,
  - g. Performing periodic site visits to ascertain that contracted work is proceeding properly and satisfactorily,
  - h. Verifying that expenses invoiced by contractors are due and reasonable and request draw down of funds to be disbursed to contractors,
  - i. Obtaining owners' authority to execute change orders and execute them when necessary,
  - j. Conducting final building inspections,
  - k. Assuming responsibility for resolution of disputes between owners and contractors concerning rehabilitation contracts.

5. Subrecipient shall provide grant administration services including but not limited to:
  - a. Assuring proper use, record keeping and reporting of initial grant funds, loan repayments and interest,
  - b. Initial preparation of grant budgets, schedules and amendments;
  - c. Developing systems for and maintaining records sufficient for project monitoring by the City of Junction City and by the State, including but not limited to, program files for each loan applicant with all documents related to the loan and all information required by the U.S. Department of Housing and Urban Development for State Community Development Block Grants. Subrecipient is responsible for producing and maintaining all financial records in accordance with Sections IV.B.1.a., V. and VI. of this Agreement.;
  - d. Developing systems to assure compliance with federal and state regulations;
  - e. Evaluating project results against the approved budget and scope of work;
  - f. Monitoring project activities, progress and compliance with the Grant Contract and federal and state requirements;
  - g. Preparing cash requests, reports and other compliance documents for submission to the state;
  - h. Coordinating the resolution of audit and monitoring findings and grant closeout.
6. Subrecipient may subcontract grant administration duties to a third party only with prior approval of the City of Junction City and on terms and conditions acceptable to the City of Junction City.

B. Regional Housing Rehabilitation Program (RHRP) Management.

1. Subrecipient shall perform all tasks necessary to set up and operate the homeownership rehabilitation loan program called for in the Grant Contract, including but not limited to:
  - a. Setting up and managing a Regional Revolving Loan Fund ("Loan Fund") capitalized with contributions from the City of Junction City, from other member jurisdictions of the RHRP and with other assets that Subrecipient or others may contribute. The Loan Fund shall also include income generated by such assets. Subrecipient shall manage and monitor existing loan portfolios assigned to it. Subrecipient shall separately account for and track program income from non-program income for each RHRP member's assets, in accordance with requirements of Subrecipient and Closeout Agreements between the cities and the state, and between the City of Junction City and State, as well as any other information as required by the City of Junction City.
  - b. If appropriate, income resulting from loans made by Subrecipient, including loan repayments and interest, if any, shall be deposited as non-program income (defederalized funds) into the Loan Fund and used in accordance with III. B.
  - c. Appointing a Policy Committee whose membership shall initially include two representatives from each public entity member as described in the Intergovernmental Agreement, attached and incorporated by reference. Jurisdictions who become members of the RHRP in the future shall be entitled to two representatives on the Policy Committee. Subrecipient shall consult with the Policy Committee in developing the Policies and Procedures describing operation of the Loan Fund, housing rehabilitation priorities, criteria for loan approval, systems for record keeping, reporting and financial management, and other matters that Subrecipient and/or the Policy Committee deem relevant. The Policy Committee shall advise Subrecipient on how best to meet the needs for affordable housing and related programs in the member jurisdictions.
  - d. Appointing a Loan Committee to implement Policies and Procedures with regard to specific loan requests for the RHRP. Its membership shall represent

broad interests and may include representatives from private lenders, from the public entity membership, other community representatives including those representing low- and moderate income levels.

- e. In conjunction with all member jurisdictions, Subrecipient shall develop model documents, including inter-jurisdictional agreements, subrecipient agreements, loan transfer documents, loan documents.
- f. Subrecipient will encourage and assist additional local governments in joining the RHRP.
- g. Subrecipient shall recruit private lenders to participate financially in the Loan Fund, to serve on the Loan Committee, and to make loans to eligible applicants in order to leverage public investment in the Loan Fund. The CDBG rules do not apply to such private contributions.
- h. No later than 30 days prior to the Project Completion Date set forth in the Grant Contract, Subrecipient shall submit to City of Junction City copies of agreements with at least two other governmental entities regarding: (1) the administration of their respective regional revolving loan funds by Subrecipient and the transfer of their funds to this regional revolving loan fund, (2) the administration by Subrecipient of the portfolios of the loans funded by the governmental entities' funds, and (3) the continued administration of the regional revolving loan fund by Subrecipient. Subrecipient shall submit fully executed agreements with the governmental entities in form and substance satisfactory to the City of Junction City and state by the Grant Project Completion Date.
- i. No later than the Project Completion Date, Subrecipient shall perform all other regional rehabilitation program management tasks.

## V. BUDGET AND METHOD OF COMPENSATION

- A. As to expenses related to Grant Contract HR 805, the City of Junction City shall pay Subrecipient in accordance with the Budget attached as Exhibit D, and in the manner provided in the Schedule of Payments attached as Exhibit E, both incorporated herein by this reference. Of the not to exceed amount of \$ 300,000, Subrecipient shall receive up to \$10,000 for Grant Administration and \$ 50,000 for Program Management.
  1. Subrecipient shall request periodic draw down of loan funds from the regional fund to pay contractors for the rehabilitation of eligible property after work has been completed and approved. Any request for draw down of funds for Subrecipient's administrative and management services shall also be on a expense reimbursement basis. The requests shall include documentation of work completed to date in a manner, form and substance acceptable to the City of Junction City and the State before any disbursement of loan funds will be made. Grant funds cannot be drawn in advance and cannot be used to establish escrow accounts. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit D, and at times specified in Exhibit E. Final payments shall not be made until final inspection and sign-off by Subrecipient and property owner. Payments will be made for eligible expenses actually incurred and may not exceed actual cash requirements.
  2. All funds designated as rehabilitation funds in the Project budget shall be contractually committed in loan contracts to eligible property owners by ninety (90) days prior to the Project Completion date, unless there is good reason. Subrecipient shall provide the City of Junction City 30 days advance notice of any potential failure to meet this commitment requirement and shall return to the City of Junction City any rehabilitation funds not so committed within the time designated by the City of Junction City.

3. If indirect costs are charged, the Subrecipient shall follow an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City of Junction City with evidence that it has been negotiated and approved by the appropriate federal cognizant agency. If the Subrecipient's indirect cost proposal is under review by the federal agency, it may be followed by the Subrecipient until a final plan is negotiated and approved, unless it conflicts or interferes with existing funding requests or commitments. If the plan or some portion of it is not approved, Subrecipient shall return all subject funds charged as indirect costs to the Loan Fund. To recover such funds, the City of Junction City may withhold any existing or future payments due to Subrecipient for services it provides under this Agreement.
4. The Subrecipient may be paid for services outside of Grant funds from defederalized or other available funds provided that the Policy Committee has approved said payment.
5. The Subrecipient shall submit financial progress reports to the City of Junction City in the form, content and frequency as required by the City of Junction City.
6. The City of Junction City may require a more detailed budget breakdown than the one contained in Exhibit D. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City of Junction City.
7. Any amendments to the overall budget must be approved in writing by the City of Junction City and Subrecipient.

## VI. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management.

The Subrecipient agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall administer its program in conformance with the policies, guidelines and requirements of OMB Circulars A-122, "Cost Principles for Non-Profit Organizations, or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied to all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-keeping.

#### 1. Records to be Maintained.

- a. The Subrecipient shall maintain all records required by the State of Oregon pursuant to federal regulations at CFR Part 570.490, that are pertinent to the activities to be funded under this Agreement. Instructions from the State are included in a Grant Management Handbook and by communication from State employees.
- b. The Subrecipient shall maintain any other information or records requested by County/City pertinent to this Agreement and in such a manner as to clearly document the Subrecipient's performance.
- c. For fair housing and equal opportunity purposes, the Subrecipient's records shall include, to the extent available, data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.

2. Retention.

- a. The Subrecipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
  - b. Property Records: The Subrecipient shall maintain real property inventory records which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "change of use restrictions" specified in 24 C.F.R. Part 570.489(j).
- C. Close-Outs. The Subrecipient's Grant Contract obligations to the City of Junction City shall not end until the State determines that the project can be administratively closed.
- D. Audits and Inspections.
1. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) as amended by Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget (OMB) Circular A-133, 24 C.F.R. §§45.1-45.5 (1997).
  2. The City of Junction City, the State, and the federal government (including but not limited to the U.S. Department of Housing and Urban Development, the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all of Subrecipient's books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds.
  3. The Subrecipient shall provide citizens with reasonable access to records regarding the use of CDBG funds consistent with State and local requirements concerning the privacy of personal records.

VII. NOTICES

The City of Junction City shall provide Subrecipient with a copy of all notices received by the City of Junction City from the State related to Subrecipient's obligations or performance under this Agreement. All other notices between the parties shall be in writing, mailed first class mailed unless agreed otherwise, and addressed to the following representatives:

CONTRACTOR

Contact: Anne Williams  
Housing Program Director  
P.O. Box 24608  
Eugene, Or 97402  
Phone: 541-687-5820, ext. 127  
Email: awilliams@svidp.us

City of Junction City

Contact: David Clyne  
City Administrator  
PO Box 250  
Junction City OR 97448  
Phone: 541-998-2153  
Fax: 541-998-3140  
e-mail: dclyne@ci.junction-city.or.us

VIII. AMENDMENTS

- A. The City of Junction City and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved, if necessary, by Junction City's governing body.
- B. The City of Junction City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. The City of Junction City shall notify Subrecipient in writing of any such amendment. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications must be by written amendment, signed by both the City of Junction City and Subrecipient.
- C. Changes to the project goals, scope of services, schedule, or budget related to the Grant Contract may, unless otherwise noted, be made only through a written amendment to this



Agreement, signed by the Subrecipient and the City of Junction City. The State of Oregon Economic Development Department shall have a minimum of ten days to review proposed amendments prior to signing by the parties.

#### IX. INSURANCE AND BONDING

- A. Subrecipient shall obtain and maintain the insurance coverages set forth on Exhibit F, incorporated herein by this reference, for the full period of this Agreement including amendments.
- B. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement before work under the Agreement commences. The Subrecipient shall ensure that its contractors do likewise.
- C. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City of Junction City, and a performance bond ensuring faithful performance of the Agreement.
- D. The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.
- E. The Subrecipient shall maintain at all times comprehensive liability insurance and property damage insurance covering its activities and operations under this Agreement, and naming the City of Junction City its officers, agents and employees as additional named insureds. Subrecipient shall furnish to the City of Junction City a certificate of insurance providing at least ten days written notice if the insurance coverage is canceled or reduced.

#### X. INDEMNIFICATION

Each party shall hold harmless, defend and indemnify the other party, members of its governing board, its officers, agents and employees from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the party's performance or nonperformance of the services or subject matter called for in this Agreement; however, the City of Junction City's obligation is subject to the limits of the Oregon Tort Claims Act and Article XI, Section 10 of the Oregon Constitution.

#### XI. DISPUTE RESOLUTION

The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually acceptable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of emergency.

If the dispute remains unresolved through mediation the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time, except that it shall include the following conditions:

1. The location of the arbitration shall be in Eugene, Oregon.
2. Each party shall bear its own costs (except arbitration filing costs), witness fees and attorney's fees.
3. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties, and
4. Judgment upon award rendered by the arbitrator may be entered in a court in Lane County, Oregon.

Notwithstanding the parties' dispute resolution obligations, the State of Oregon shall have independent authority to enforce the provisions of this agreement, including applying paragraph 9.D. of the Grant Contract, and recovery of sums due for breach of this Agreement.

## XII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. Voluntary Termination. The parties may jointly agree to terminate this Agreement, and upon the terms of such termination.
- B. Involuntary Termination.
  - 1. This Agreement shall terminate immediately and automatically if the State terminates the Grant Contract. The City of Junction City shall provide to Subrecipient a copy of any notice received from the State pursuant to its Grant termination authority;
  - 2. The City of Junction City may terminate this Agreement in accordance with Lane Manual 21.130(11) and (12);
  - 3. The City of Junction City may terminate this Agreement by providing at least 24 hours advance notice if Subrecipient abandons its responsibilities under this agreement, fails to comply with any local, state, or federal laws or contract provisions which are not capable of being cured or would be unreasonable to cure as set forth below; or may terminate immediately if Subrecipient fails to execute a required amendment (see paragraph VIII B.), or Subrecipient's activities, or those of its employees, officers or agents seriously threaten to inflict personal injury or property damage, or inflict any substantial personal injury or property damage on property owners, contractors, or any others, or if Subrecipient commits any act which is intentional, reckless or outrageous.
- C. Subject to the exceptions in XII. B. above, if either party substantially breaches its obligations under this agreement, the other party shall provide an opportunity to cure preceded by at least 30 days advance written notice. If such noncompliance is not corrected within the time provided, the nondefaulting party may suspend or terminate this Agreement, in whole or in part. If the City of Junction City has provided this written notice, it may withhold any further compensation to Subrecipient until such time as Subrecipient is in compliance.
- D. If Subrecipient breaches several contract obligations, each of which separately does not constitute a substantial breach, the accumulation of three (3) such breaches may constitute a substantial breach. A substantial breach also includes the State providing notice of violation of grant requirements arising out of Subrecipient's performance or failure to perform under this Agreement.
- E. In the event of a breach of this Agreement, the other party shall be entitled to recover sums due as a result of that breach and to pursue all available remedies. However, in no event shall this Agreement be considered in force and effect after the state has terminated the Grant Contract.
- F. If the State imposes sanctions on the City of Junction City for failure to perform or breach by Subrecipient, the City of Junction City shall have the authority to recover from Subrecipient any funds the City of Junction City is required to pay to the State.
- G. Subject to XII.E. above, and in the event of termination by the City of Junction City, Subrecipient shall be compensated for any services satisfactorily performed.
- H. Upon termination or expiration of this Agreement and prior to Subrecipient ceasing to perform duties as generally described in III A. and B., Subrecipient shall execute an assignment to the City of Junction City, or to another eligible subrecipient designated by the City of Junction City, assigning all of its rights to any promissory notes, trust deeds, or other agreements that Subrecipient has taken from Borrowers or in furtherance of its activities under this Agreement. All cash, assets, or unused program or non-program income, including those resulting from Grant Contract proceeds and any privately contributed funds, in

Subrecipient's possession or control or subsequently received shall be returned to the City of Junction City, or other eligible Subrecipient as directed by the City of Junction City.

### XIII. GENERAL PROVISIONS

A. General Compliance. In performing obligations under this agreement, both parties agree to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570, to comply with all other applicable Federal, state and local laws, regulations, and policies. Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subrecipient shall comply with the City of Junction City's standard contract provisions.

C. Independent Contractor.

1. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall be responsible exclusively for payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for its officers, agents and employees.
2. The Subrecipient and the City of Junction City agree that there is no relationship under this agreement except as specified herein. The City of Junction City exercises no control over, is not responsible for the acts of, assumes no specific responsibilities to or for officers, employees or agents or the public in general, except as specified in this Agreement. The Subrecipient shall not claim any relationship with the City of Junction City as agent, representative or employee which is not expressly set forth in this agreement.

D. Subrecipient and Contractor/Subcontractor Covenants. In addition to obligations in III. E., Subrecipient specifically agrees to comply, and cause its agents and contractors to comply with the following specific provisions of the Grant Contract which are hereby incorporated into this Agreement by this reference and with any exceptions set forth in III.F. of this Agreement as noted below:

1. Paragraph 5.A.(1)-(4), (6)-(17);
2. Paragraph 6.A.(1), B, C, E-M.

E. Subrecipient shall comply with ORS §§294.305-294.565 (1997) and other applicable state laws for the City of Junction City and municipal administration.

F. Subrecipient shall comply with special program and grant administration requirements imposed by the City of Junction City related to the use of funds provided under the Grant Contract or Closeout Agreement (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook).

G. Recognition of Fund Sources. The Subrecipient shall insure recognition of the role of the City of Junction City and the federal and State of Oregon Community Development Block funding in providing services through the Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. All construction projects in excess of \$50,000.00, which are undertaken using funds from this Grant Contract, shall have a Project sign (which sign shall be in the form approved by the State) located prominently at the Project site. This sign shall be installed prior to construction and shall be maintained for the duration of the construction period. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause

- I. Lobbying. Subrecipient shall sign Exhibit G, the "Certification Regarding Lobbying," and shall cause all its first tier contractors or Subrecipients receiving subcontracts in excess of \$100,000.00 to sign and file with the Subrecipient a copy of Exhibit G.
- J. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- K. Lead-Based Paint. Subrecipient shall ensure that no lead-based paint will be used in residential units. Subrecipient shall comply with applicable federal law and regulations in providing proper notice to the appropriate persons concerning lead-based paint.
- L. Subrecipient shall comply with Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
- M. Subrecipient shall comply with Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
- N. Subrecipient shall comply with the Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
- O. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
- P. Environmental Conditions.
  1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:
    - a. Clean Air Act, 42 U.S.C., 7401, et seq.
    - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
    - c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- Q. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- R. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- S. Third Party Beneficiaries. Except for the State of Oregon, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.
- T. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause

- I. Lobbying. Subrecipient shall sign Exhibit G, the "Certification Regarding Lobbying," and shall cause all its first tier contractors or Subrecipients receiving subcontracts in excess of \$100,000.00 to sign and file with the Subrecipient a copy of Exhibit G.
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- K. Lead-Based Paint. Subrecipient shall ensure that no lead-based paint will be used in residential units. Subrecipient shall comply with applicable federal law and regulations in providing proper notice to the appropriate persons concerning lead-based paint.
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    - a. Clean Air Act, 42 U.S.C., 7401, et seq.
    - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
    - c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- Q. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- R. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- S. Third Party Beneficiaries. Except for the State of Oregon, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.
- T. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

LIST OF EXHIBITS

- Exhibit A: Grant Contract HR 805
- Exhibit B: Municipality's Certification of Compliance with State and Federal Laws and Regulations
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Schedule of Contributions
- Exhibit D: Budget
- Exhibit E: Insurance Coverages Required

This Subrecipient Agreement is hereby executed by the parties on the dates set forth below.

City of Junction City

St. Vincent DePaul

By: 

By: 

Title: City Administrator

Title: EXECUTIVE DIRECTOR

Date: 7/7/08

Date: 7/15/08

## Exhibit B -Subrecipient Consideration Process

The Policy Committee will adhere to the following process to make this determination, which will be referred to the Members for confirmation and any amendment of Subrecipient Agreements, as appropriate:

- a) Policy Committee members will draft a Request for Proposal or Letter of Interest, as determined appropriate, and have it approved by the Member jurisdictions.
- b) The Policy Committee members shall act as the review and selection committee for the new Subrecipient, and under that process the vote need not be unanimous, but must involve a majority of the Members.
- c) When selection is complete, the Member jurisdictions shall ratify the selection by amending each Subrecipient Agreement to reflect this change, including the new Subrecipient Agreement expiration date.
- d) The RHRP Fund portfolio will be transferred to the selected Subrecipient, or retained by the existing Subrecipient.

These steps will be included in each Subrecipient Agreement that is signed by each member with the original Subrecipient and any subsequent Subrecipient.

In creating selection criteria for a Subrecipient, Policy Committee members may consider the Subrecipient duties included in Exhibit A (Subrecipient Agreement), and any other factors deemed relevant, including the potential contractors' ability to:

- a. Manage rehabilitation projects and report on awarded grants to all grantors in a timely and complete manner and in compliance with grant requirements
- b. Complete all fiscal reporting, documentation, review and audit responsibilities in full compliance with grantor requirements
- c. Perform all grant close-out procedures in a manner in compliance with all Grantor requirements
- d. Maintain all records, documents and correspondence pertaining to grants in a manner in accordance to grantor requirements
- e. Respond to Grantor findings and questions promptly and completely
- f. Adhere to and implement all RHRP policies and procedures
- g. Initiate loans, service them, collect repayments in an appropriate manner, and record them
- h. Experience in managing loans and loan funds
- i. Complete the rehabilitation scope of work, monitoring, and inspections
- j. Ensure loan customer satisfaction
- k. Manage RHRP committees
- l. Identify and assist with obtaining additional resources for community needs as identified by RHRP Members and committees.
- m. Perform in a professional manner.

## **Business of the City Council**

City of Oakridge, Oregon

*August 20, 2020*

**Agenda Title: Review of Surplus Property**

**Agenda Item No: 10.1.1**

**Exhibit: (1) Public Works Surplus Property  
(2) OFD Surplus Property**

**Proposed Council Action: A motion from the floor to approve.**

**Agenda Bill Author: Bryan Cutchen  
City Administrator: Bryan Cutchen**

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**ISSUE:** The city staff would like to dispose of surplus material in accordance with Ordinance 931, *Policy for Public Contracting and Purchasing*.

**FISCAL IMPACT:** TBD

**OPTIONS:** (1) Approve the list of potential surplus property.  
(2) Modify the list of potential surplus property.  
(3) Reject the list of surplus property.

**RECOMMENDATION:** Staff recommends Option (1).

**RECOMMENDED MOTION:** I move we approve the surplus list for disposition in accordance with the city *Policy for Public Contracting and Purchasing*.





City of Oakridge  
48318 E. 1<sup>st</sup> Street – PO Box 1410  
Oakridge, Oregon 97463  
Phone: 541-782-2258 FAX 541-782-1081

### **Public works Surplus**

- 1 1986 GMC high pressure sewer cleaner Aqua tech C-1850 VIN 1GDM7D1G5GV501944**
- 2 1976 Champion Grader SN 13048679**
- 3 1985 Chevy S10 Blazer 4X4 VIN 1GBCT18B2F0144958**
- 4 1982 F-800 Fire Truck VIN 1FDXF82K5BVJ09983**
- 5 1976 White 3500 gallon water truck VIN KPNCHH1653402**
- 6 Home made single axle trailer**
- 7 1950's era generator**
- 8 Promac 36 Brushing attachment**

**Robeart Chrisman, Crew Leader**

A handwritten signature in blue ink, appearing to read "Robeart Chrisman", with a long horizontal flourish extending to the right.



## OFD Surplus

Year	Make	Model	VIN	Dept
1995	FORD	F150	1FTEX15H4SKB41652	FIRE

## Business of the City Council

City of Oakridge, Oregon

August 20, 2020

**Agenda Title: EcoGeneration Sponsorship Request**

**Agenda Item No: 10.1.2**

**Exhibits: EcoGeneration Request**

**Proposed Council Action: A motion from the floor and a vote.**

**Agenda Bill Author: Bryan Cutchen**

**City Administrator: Bryan Cutchen**

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**ISSUE:** Non-profit *EcoGeneration* is requesting a City of Oakridge sponsorship.

**BACKGROUND:** Since late 2019, a non-profit EcoGeneration has been conducting bimonthly “recycling takebacks” which allows citizens to drop off recyclable materials not accepted by Sani-Haul or the Lane County Transfer Station. EcoGeneration processes these recyclables and delivers them locations capable of recycling them.

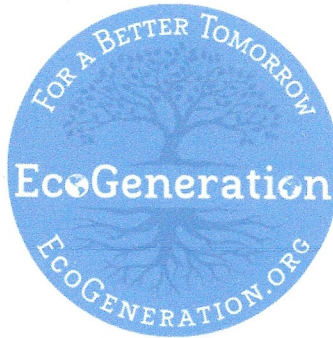
**FISCAL IMPACT:** None.

**OPTIONS:**

- 1) Approve the request for a monetary sponsorship at a specified level.
- 2) Approve the request for in-kind sponsorship.
- 3) Disapprove the request.

**RECOMMENDATION:** Staff recommends option 2.

**RECOMMENDED MOTION:** I move we authorize a monetary/in-kind sponsorship of EcoGeneration at a level of \$\_\_\_\_\_.



August 12, 2020

Attention City of Oakridge: Council Members

Subject: Request for sponsorship for Oakridge's Recycling Take-Backs

Greetings Council Members,

My Name is David Gardiepy and I started EcoGeneration with the hope of increasing the recycling of waste in Lane County. EcoGeneration specializes in recycling within communities, focusing on residential waste. We have collected a large amount of materials in Oakridge, over 1,000 yards. Much of this recycling is plastic and other hard to recycle, non-curbside materials. About 50% of the materials collected are submitted to Lane County Waste Management for recycling in state. The other 50% of the materials are exclusively recycled through our nonprofit. We are in a unique position to change the flow of recycling and maintain its viability as a marketable material, and thus a collectable material. In addition, our vision closely aligns with Oregon DEQ aspirations of reducing waste that is destined for the landfill.

We are currently operating on an in-kind donation basis, and through three primary donors at this time. We are struggling to maintain funding for the Oakridge event, as it has generated less than half of the cost of the trip, handling of, and storage of materials. We are working to advance our funding both from grants and sponsorship solicitations. However, we are concerned that we are unable to cover the costs of the remaining Oakridge Recycling Take-Backs this year, of which there are three remaining.

We are seeking either an in-kind donation or a sponsorship of at least \$500 to ensure that the remaining three Recycling Take-Backs occur in August, October, and December. We would greatly appreciate assistance from the city to ensure that our services continue, and that we are able to continue to work with the entire Lane County community. I have enclosed a list of sponsorship benefits. A \$500 contribution would ensure that Oakridge is fully funded for the remainder of 2020.

Thank you for your time,

David Gardiepy, Founder and Executive Director of EcoGeneration



## **Sponsorship Benefits**

### **PRESENTING SPONSOR (ONE)**

Donation of \$10,000 or more.

Logo on Website

- Logo prominently presented on banner at all events, pop ups and vendor booths  
\*Logo will be an exclusive logo on one of the two signs at each event\*
- If desired by donor, we are willing to acknowledge the substantial donation submitted by stating we are "Powered by (Presenting Sponsor's business name)"
- Monthly shout out on Facebook page (16,000 followers & 15,600 page likes)-Average Impressions 250K-500K reach.
- Write up on EcoGeneration Blog (1,100 Unique visitors in 30 days)
- In person (or Zoom) staff training on how to recycle in the business place
- Quarterly Recycling Take-Back offered for employees and company (all streams of recycling)
- EcoGeneration Tote Bags (5)
- Window decal to place at your business to show your clients and the community you are a steward of the environment

### **STREAM SPONSOR (ONE PER STREAM)**

Donation of \$6,500 or more

- Donor selects a specific stream to sponsor recycling collections, their logo is on the accepted material page and all publicity around the stream of recycling.
- Logo on Website
- Quarterly shout out on Facebook
- Logo on banner at recycling events
- In person (or Zoom) staff training on how to recycle in the business place
- 2 Recycling Take-Backs offered for your employees (all streams)
- EcoGeneration Tote Bag (3)
- Window Decal to place at your business to show your clients and the community you are a steward of the environment

## **PLATINUM SPONSOR (FIVE)**

Donation of \$5,000-\$9,999

### **Benefits**

- Logo on Website
- Quarterly shout out on Facebook
- Logo on banner at recycling events
- In person (or Zoom) staff training on how to recycle in the business place
- 2 Recycling Take-Backs offered for your employees (all streams)
- EcoGeneration Tote Bag (3)
- Window Decal to place at your business to show your clients and the community you are a steward of the environment

## **GOLD SPONSOR (TEN)**

Donation of \$2,500-\$4,999

### **Benefits**

- Logo on website
- In person (or Zoom) staff training on how to recycle in the business place
- One Recycling Take-Back for employees (all streams)
- Two shout outs on Facebook
- Logo on banner at recycling events
- EcoGeneration Tote Bag (1)
- Window decal to place at your business to show your clients and the community you are a steward of the environment

## **SILVER SPONSOR (TWENTY FIVE)**

Donation of \$1,500-\$4,999

### **Benefits**

- Logo on website
- In person (or Zoom) staff training on how to recycle in the business place
- One mention on Facebook
- Logo on banner at recycling events
- EcoGeneration Tote Bag (1)
- Window decal to place at your business to show your clients and the community you are a steward of the environment.



## **PLASTIC SPONSOR (NO LIMIT)**

Donation of \$500-\$1,499

### **Benefits**

- Logo on website
- Logo on banner at recycling events
- Window decal to place at your business to show your clients and the community you are a steward of the environment.

### **Important Analytics**

- We engage in a minimum of 50 activities in the community a year, and are expanding every day
- We have 15,600 page likes and 16,000 page followers
- We run a group of dedicated followers that has 415 members
- Our new website (created July 2020) has 1,100 unique site visitors and 1,800 views and growing

**Business of the City Council**

City of Oakridge, Oregon

*August 20, 2020*

**Agenda Title: Three Legged Crane Outdoor Music Request**

**Agenda Item No: 10.1.3**

**Exhibits: None**

**Proposed Council Action: A motion from the floor and a vote.**

**Agenda Bill Author: Bryan Cutchen  
City Administrator: Bryan Cutchen**

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**ISSUE:** The Three Legged Crane Pub is requesting to play outdoor amplified music from 6pm to 9pm on the following dates:

**Friday, August 21, 2020**

**Thursday, September 3, 2020**

**Thursday, August 27, 2020**

**Friday, September 4, 2020**

**Friday, August 28, 2020**

**Thursday, September 10, 2020**

**Sunday, August 30, 2020**

**Friday, September 11, 2020**

**Thursday, September 17, 2020**

**Friday, September 18, 2020**

**BACKGROUND:** Restaurants and bars have realized a significant reduction in customer dining area in order to comply with state mandated COVID mitigation measures. At the request of the business owner, Three Legged Crane was granted temporary use of two parking spaces adjacent to their existing outdoor dining area which expires on October 1, 2020. This has increased their outdoor dining capacity and created an environment conducive to entertainment. In accordance with Oakridge City Code 93.15(C)(10), permission of City Council is required.

**FISCAL IMPACT:** None.

**OPTIONS:** 1) Approve the request for the outdoor music permit.  
2) Do not approve the request for the outdoor music permit.

**RECOMMENDATION:** Staff recommends option 1.

**RECOMMENDED MOTION:** I move we authorize / do not authorize the permit for the Three Legged Crane to have outdoor music on the requested dates.



## Business of the City Council

City of Oakridge, Oregon

Aug 20, 2020

**Agenda Title: Oakridge Industrial Park  
Rezone Consideration**

**Agenda Item No: 11.1**

**Exhibit: Planning Report, Letters from DLCD &  
FHC Comp Plan & Zoning maps**

**Proposed Council Action: Consideration of  
public comment.**

**Agenda Bill Author: Rick Zylstra  
City Administrator: Bryan Cutchen**

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**ISSUE:** The Oakridge Planning Department and Planning Commission have both reviewed proposed changes to the Oakridge Comprehensive Plan Map and Oakridge Zoning Map that proposed making changes to a total of 12 lots, 9 of which would be a change from Heavy Industrial to Mixed Use with the remaining 3 being a change from Heavy Industrial to Parks and Open Spaces.

Please review the attached Planning Report as it goes into further detail of the proposal.

### **Summary:**

**Change the Comprehensive Plan Map and a Zoning District change from Heavy Industrial (I-2) to Mixed Use (MU) for the following Tax Parcels:**

- Assessor's Map 21-35-22-20 Tax Lot 02100, commonly known as OIP LOT #1
- Assessor's Map 21-35-15-00 Tax Lot 03500, commonly known as OIP LOT #18
- Assessor's Map 21-35-22-20 Tax Lot 02300, commonly known as OIP LOT #19
- Assessor's Map 21-35-22-20 Tax Lot 02400 commonly known as OIP LOT #20
- Assessor's Map 21-35-22-20 Tax Lot 02500, commonly known as OIP LOT #21
- Assessor's Map 21-35-22-20 Tax Lot 02600, commonly known as OIP LOT #22
- Assessor's Map 21-35-22-20 Tax Lot 02700, commonly known as OIP LOT #23
- Assessor's Map 21-35-22-20 Tax Lot 02800 commonly known as OIP LOT #24
- Assessor's Map 21-35-15-00 Tax Lot 02900, commonly known as OIP LOT #25

**Comprehensive Plan Map and a Zoning District change from Heavy Industrial I-2 to Parks, Recreation and Open Spaces (PRO) for the following Tax Parcel:**

- Assessor's Map 21-35-15-00 Tax Lot 02100, commonly known as OIP LOT #4

**Comprehensive Plan Map and a Zoning District change from Heavy Industrial (I-2) to Parks, Recreation and Open Spaces (PRO) with the requirement that the city shall install signage in multiple languages at the ponds to warn visitors of sediment contamination of ponds, designate fishing in the ponds to be only permissible using catch-and-release protocols and write in a deed restriction that clarifies the limitations on fishing and other water-based**

**activities in the former log ponds. The deed restriction shall outline any institutional remedies should the city desire to stock the ponds for fishing or use the ponds for any water related activity on lots:**

- **Assessor's Map 21-35-22-20 Tax Lot 02000, commonly known as OIP LOT #3**
- **Assessor's Map 21-35-20-00 Tax Lot 03400, commonly known as OIP LOT #39**

City of Oakridge  
48318 E. 1<sup>st</sup> Street-P.O. Box 1410  
Oakridge, Oregon 97463  
Phone: 541-782-2258 FAX: 541-782-1081



Oakridge City Council  
STAFF REPORT  
File: ZC 01-20

**REPORT DATE:** August 13, 2020  
**PUBLIC HEARING DATE:** August 20, 2020

**PROPERTY OWNERS:** City of Oakridge  
48318 East 1<sup>st</sup> Street  
Oakridge OR, 97463

**REPRESENTATIVE:** Owner

**REQUEST #1:** A Comprehensive Map Amendment from Heavy Industrial to Mixed Use and Zoning Map change to from Heavy Industrial I2 to Mixed Use MU of the nine (9) lots listed below,

**SUBJECT PROPERTIES:** Assessor's Map 21-35-22-20 Tax Lot 02100, commonly known as OIP LOT #1  
Assessor's Map 21-35-15-00 Tax Lot 03500, commonly known as OIP LOT #18  
Assessor's Map 21-35-22-20 Tax Lot 02300, commonly known as OIP LOT #19  
Assessor's Map 21-35-22-20 Tax Lot 02400, commonly known as OIP LOT #20  
Assessor's Map 21-35-22-20 Tax Lot 02500, commonly known as OIP LOT #21  
Assessor's Map 21-35-22-20 Tax Lot 02600, commonly known as OIP LOT #22  
Assessor's Map 21-35-22-20 Tax Lot 02700, commonly known as OIP LOT #23  
Assessor's Map 21-35-22-20 Tax Lot 02900, commonly known as OIP LOT #24  
Assessor's Map 21-35-15-00 Tax Lot 02900, commonly known as OIP LOT #25

**COMP DESIGNATION:** Heavy Industrial  
**ZONING:** Heavy Industrial I2

**REQUEST #2:** A Comprehensive Map Amendment from Heavy Industrial to Park, Recreation, Open Space and Zoning Map change from Heavy Industrial (I2) to Parks Recreation and Open Spaces (PRO) of the three (3) lots listed below,

**SUBJECT PROPERTIES:** Assessor's Map 21-35-22-20 Tax Lot 02000, commonly known as OIP LOT #3  
Assessor's Map 21-35-15-00 Tax Lot 02100, commonly known as OIP LOT #4  
Assessor's Map 21-35-20-00 Tax Lot 03400, commonly known as OIP LOT #39

**COMP DESIGNATION:** Heavy Industrial  
**ZONING:** Heavy Industrial I2

The City of Oakridge is an equal opportunity affirmative action institution committed to cultural diversity and compliance with the Americans with Disabilities Act.

## **BACKGROUND:**

Most of the properties are vacant, and was part of the purchase of the Industrial Park and was zoned Heavy Industrial when they became a part of the city. Most of the lots remain vacant since the time of purchase. There have been several interested buyers over the years but do to zoning regulations none have come to fruition on the properties listed to becoming MU. The old mill site has had various clean-up projects that resulted in mandatory improvements of wetlands and riparian areas that also prevent Heavy Industrial Use, the properties listed to become PRO would remove the properties with restrictions from the Heavy Industrial inventory and greatly support the effort of nature conservation improvements.

A review for these changes were considered by the Planning Commission during two Public Hearings, the first on May 19, 2020 and again on June 2, 2020. Planning Commission unanimously (7-0) voted for a recommendation to City Council for changes to both Comprehensive Plan Map and The Zoning Plan Map as outlined in request #1 and #2 with the following conditions regarding lot #39,

“Compressive Plan Map and a Zoning District change from Heavy Industrial I-2 to Parks, Recreation and Open Spaces PRO with the requirement that the city shall Install signage in multiple languages at the ponds to warn visitors of sediment contamination of ponds, Designate fishing in the ponds to be only permissible using catch-and-release protocols and write in a deed restriction that clarifies the limitations on fishing and other water-based activities in the former log ponds. The deed restriction shall outline any institutional remedies should the city desire to stock the ponds for fishing or use the ponds for any water related activity on lots,”

## **Considerations for Comprehensive Plan Map Amendment**

For the Zoning changes to align with the Comprehensive Plan Map, the City Council needs to consider recommended changes of the Comprehensive Plan Map for City Council consideration. Ordinance 874, City of Oakridge Zoning Ordinance gives the guidance on criteria to be applied to a zone change, but remains silent on guidance for a Comprehensive Plan Map Amendment. Per DLCD recommendations, please consider the criteria for a Comprehensive Plan Map amendment in the same manner as the Zoning Change.

### **Properties requested for rezone to Mixed Use (MU),**

**OIP Lot 1, Tax Map No. 21-35-22-20-02100** is owned by the City of Oakridge, currently the location of the old Mill Office. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 2.46 acres and is currently being used as an office building.

**OIP Lot 18, Tax Map No. 21-35-15-00-03500** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 2.13 acres.

**OIP Lot 19, Tax Map No. 21-35-22-20-02300** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 3.63 acres.

**OIP Lot 20, Tax Map No. 21-35-22-20-02400** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 1.17 acres.

**OIP Lot 21, Tax Map No. 21-35-22-20-02500** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 1.16 acres.

**OIP Lot 22, Tax Map No. 21-35-22-20-02600** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 1.16 acres.

**OIP Lot 23, Tax Map No. 21-35-22-20-02700** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 1.57 acres.

**OIP Lot 24, Tax Map No. 21-35-22-20-02800** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 1.40 acres.

**OIP Lot 25, Tax Map No. 21-35-22-20-02900** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned I-2-Heavy Industrial and is proposed to change to MU-Mixed Use. The lot is 4.38 acres.

### **Properties requested for rezone to Parks, Recreation and Open Spaces (PRO).**

**OIP Lot 3, Tax Map No. 21-35-15-00-02000** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned Heavy Industrial I-2 and is proposed to change to Parks, Recreation and Open Space PRO, the lot is 19.70 acres. Lot 3 is the location of the former stormwater ponds used during the time the Pope & Talbot Mill was in operation. The stormwater collection ponds had been removed by Debbie Petree Construction in 2010 and the site was regraded to original topography shortly after. The stormwater ponds constituted a wetland that after removal required a Compensatory Wetland Mitigation and Riparian Enhancement on the unnamed tributary to the Salmon Creek that cuts through the lot. This site also contains the exiting watercourse, that is the same unnamed tributary to the Salmon Creek, and the settling ponds for the Willamette Fish Hatchery. Approximately 1/3 of the lot is heavily wooded with the remains being a mix of small trees and grasses this lot sits adjacent to Salmon Creek and the South Levee Trail.

**OIP Lot 4, Tax Map No. 21-35-15-00-02100** is owned by the City of Oakridge, currently the lot is vacant. The lot is zoned Heavy Industrial I-2 and is proposed to change to Parks, Recreation and Open Space PRO. The lot is 3.82 acres. The lot sits adjacent to Salmon Creek and the South Levee Trail and is heavily wooded.

**OIP Lot 39, Tax Map No. 21-35-22-20-03400** is owned by the City of Oakridge, the lot is vacant and is currently zoned Heavy Industrial I-2 and is proposed to change to Parks, Recreation and Open Space PRO. The lot is 39.09 acres. This lot is the location of the former log ponds and the former cooling ponds used by the Pope & Talbot Mill. The log ponds are still in place and have been returning to a natural condition that has been attractive for deer, elk, fowl and other aquatic animals. This lot is has received an unbuildable designation in the Lane County Tax Data<sup>1</sup>. During the last years of Pope and Talbot Mill operations the mill partially filled the pond with bark from the mill operations, the bark fill area is the majority of land outside of the remaining pond, yet inside if the property boundaries.

### **ZONING DISTRICT CHANGE REVIEW (FINDING OF FACT):**

The City Council should look at each item in their finding of act, and address them for the record. the City of Oakridge Zoning Code (COZO) Section 29.03 states, any use or overlay zoning district amendment proposal must be shown to be in conformance with each of the following criteria<sup>2</sup>., Comprehensive Map changes are not addressed in the Zoning ordinance and per conversations with DLCD, it is recommended that considerations regarding Comprehensive Map changes should follow the same criteria as a Zoning District Change.

- (1) The proposed amendment conforms to the Comprehensive Plan or substantial changes in conditions have occurred which render the Comprehensive Plan, inapplicable to the requested

change and the Plan should be amended as proposed by the proponent of the change. If this is the case, the Plan must be amended before final action on the district change.

- (2) The proposed amendment fulfills a demonstrated public need for a particular activity or use of land within the area in question.
- (3) If residential zoning is involved, the proposed residential district or districts best satisfies the objectives of the Comprehensive Plan and does not exclude opportunities for adequate provision of low or moderate housing or “needed housing” types as defined in OAR 660-08-015 within the subject neighborhood area.
- (4) The proposed zone district is compatible with the existing and anticipated surrounding land use.

### **Zoning change request #1, 9 lots changed from I-2 to MU,**

#### **Heavy Industrial Zoning as identified in COZO,**

The purpose of the heavy industrial district is to provide areas for industries that are primarily engaged in the processing of raw materials into refined materials in large volumes. The I-2 district is typically appropriate to areas that are more distant from residential areas and have extensive rail or shipping facilities.<sup>3</sup>

#### **Mixed Use Zoning as identified in COZO,**

The Mixed-Use District is intended to allow residential, commercial, light industrial and public uses to coexist in the same environment. This district is intended to promote stability of property values, energy conservation, neighborhood commercial services, and residential living opportunities.<sup>4</sup>

#### **Criteria (1)**

Oakridge Comprehensive Plan as applied to loss of Heavy Industrial;

The proposed amendment conforms to the Comprehensive Plan. The area in question was not a part of the City of Oakridge at the time of writing or updates within the Plan, yet by the numbers, the desired percentages of Heavy Industrial Use after proposed changes are still greater than the original Comp Plan.

1969 Gross City area was ≈ 831.12 acres, I-2 was 6.28 acres and .76% of total<sup>5</sup>

1977 Gross City area was ≈ 832.16 acres, I-2 was 6.28 acres and .75% of total

2020 Gross City area is ≈ 1336.81 acres, I-2 is 169.02 acres and 12.64% of total

After proposed land use changes regarding request #1 only;

2020 Gross City area is ≈ 1336.81 acres, I-2 would reduce to 149.97 acres and 11.22% of total<sup>6</sup>

Oakridge Comprehensive Plan as applied to Residential needs;

The proposed amendment conforms to the Comprehensive Plan in that the Comprehensive plan states, *to provide additional land within the Urban Service Area to offer unencumbered lands for new housing starts, that offer development flexibility*<sup>7</sup>

Oakridge Comprehensive Plan as applied to Commercial needs;

The proposed amendment conforms to the Comprehensive Plan in that the plan considers the location North of Hwy 58 at Pope and Talbot Pond Recommendations and Policies - *Existing Highway Commercial, Tourist and Recreational Needs* and Intersection of Hwy 58 and County Road #1300 Recommendations and Policies – *Existing Conveniences Commercial, minor expansion*<sup>8</sup>

Oakridge Comprehensive Plan as applied to Light Industrial;

The proposed amendment conforms to the Comprehensive Plan in that the plan considers the location of Highway 58, South of Pope and Talbot Mill, Recommendations and Policies – *Highway orientated Limited Industrial Use*<sup>9</sup>

### **Criteria (2)**

The proposed amendments fulfill a demonstrated public need for a more diversified area that is best suited by the MU designation. The currently designation of I-2 has hindered multiple land use inquiries that resulted in loss of sales or leases of the city owned properties. Oakridge Economic Development Advisory Committee along with city staff have identified that economic growth of the area in question would benefit from a diversified land use. This has been identified in the Oakridge Comprehensive plan prescribed in Opportunities for employment diversification and job creation<sup>10 11</sup> and DLCD – SPG # 9 Economic Development and SPG #10 Housing

### **Criteria (3)**

The proposed amendment fulfills a demonstrated public need for a particular activity or use of land as described in the Comp Plan; Mixed use does allow for residential use, yet current proposals do not include the construction or intent of residential uses beyond the MU status.

### **Criteria (4)**

The proposed zones and proposed uses are compatible with existing and anticipated surrounding uses

## **Zoning change request #2, 3 lots changed from I-2 to PRO**

### **Parks, Recreation and Open Space as identified in COZO**

The purpose of the park, recreation and open space district is to ensure that land for park and recreation use is developed to serve its intended use while not disrupting nearby land uses. It is also to guide recreational development, ensure adequate standards for development and preservation of park, recreation and open space uses, protect and enhance vital natural resources, provide a buffer between incompatible land uses, and to promote the health, safety and welfare of the City residents.<sup>12</sup>

### **Criteria (1)**

Oakridge Comprehensive Plan as applied to loss of Heavy Industrial;

The proposed amendment conforms to the Comprehensive Plan. The area in question was not a part of the City of Oakridge at the time of writing or updates within the Plan, yet by the numbers, the desired percentages of Heavy Industrial Use after proposed changes are still greater than the original Comp Plan.

1969 Gross City area was ≈ 831.12 acres, I2 was 6.28 acres and .76% of total

1977 Gross City area was ≈ 832.16 acres, I2 was 6.28 acres and .75% of total

2020 Gross City area is ≈ 1336.81 acres, I2 is 169.02 acres and 12.64% of total

After proposed land use changes regarding request #2 only;

2020 Gross City area is ≈ 1336.81 acres, PRO would reduce I-2 to 106.41 acres and 7.96% of total

## **Criteria (2)**

The proposed use would fill need for outdoor recreation that has been outlined in the Mill Park Plan (2020), trail connectivity outlined in the Oakridge-Westfir Trail Plan (2008) and the Oakridge Parks Master Plan (2011). And as prescribed in Relationship to recreation opportunities and Department of Land Conservation and Development - Statewide Planning Goals #2, #4 & #8<sup>13</sup> Many aspects of the Mill Park Plan align with the Oregon State Comprehensive Outdoor Recreation Program.

All three lots being considered for a zoning change to PRO were considered for recreational uses during a Mill Park Planning activity that resulted in an adopted plan by the Oakridge City Council on February 20<sup>th</sup> 2020.

## **Criteria (3)**

Residential zoning does not apply to the current I-2 use nor does it apply to the proposed PRO use.

## **Criteria (4)**

The proposed zone district change is compatible with the existing uses in the general area. Furthermore, the proposed use would create barrier between uses allowed in the I-2 that would remain and in the MU that is being proposed here.

### **Zoning change request #1 & #2 combined**

When considering changes in total the combination on request #1 & #2 are outlined as such;

## **Criteria (1)**

The proposed amendment conforms to the Comprehensive Plan. The area in question was not a part of the City of Oakridge at the time of writing or updates within the Plan, yet by the numbers, the desired percentages of Heavy Industrial Use after proposed changes are still greater than the original Comp Plan.

1969 Gross City area was ≈ 831.12 acres, I2 was 6.28 acres and .76% of total

1977 Gross City area was ≈ 832.16 acres, I2 was 6.28 acres and .75% of total

2020 Gross City area is ≈ 1336.81 acres, I2 is 169.02 acres and 12.64% of total

After proposed land use changes regarding requests #1 & #2

2020 Gross City area is ≈ 1336.81 acres, the proposed change to MU & PRO would reduce I-2 to 87.36 acres and would be 6.53% of total land within the city. This is still over a 700% increase of available Heavy Industrial lands when compared to the Comprehensive Plan.



## **Criteria (2)**

All zoning change requests have been shown and identified above as being demonstrated public needs. When combined within the area and context as described, the proposed changes would potentially create a diversity of uses and natural settings within a well-planned area that could offer residential, commercial, light industrial and recreational uses.

## **Criteria (3)**

The proposed amendment fulfills a demonstrated public need for a particular activity or use of land as described in the Comp Plan; Mixed Use does allow for residential use, yet current proposals do not include the construction or intent of residential uses beyond the MU status. Residential does not apply to PRO.

## **Criteria (4)**

The proposed zoning changes would be compatible with existing uses and provide the city an opportunity to better satisfy the various needs of uses in the future.

## **Additional Considerations,**

The City of Oakridge received a letter dated May 12, 2020 from the Department of Lands Conservation and Development regarding the proposed changes. The letter had two concerns asking to be addresses, they are summarized below and are also included as an addition to this report.

1. The Proposal needs to conform with the Comprehensive Plan Map, this can be accomplished at the same time as the proposed zone changes by incorporating the same criteria as a zone change.
2. Department of Environmental Quality (DEQ) has requested that the city install appropriate signage in multiple languages at the ponds to warn visitors of sediment contamination and to designate fishing in the area to only be permissible if done under catch-and-release protocols. In addition, the city should record with the Lane County Clerk's Office, a deed restriction that clarifies limitations on fishing and other water-based activities in the former log ponds.

The City of Oakridge received a from Fair Housing Council of Oregon requesting the city refer to a Buildable Lands Analysis and a Housing Needs Analysis before making actions of a rezone or plan amendment.

In response to the letter received from the Fair Housing Council of Oregon dated May 18th 2020, as stated in the letter and the staff report for file number ZC-01-20, the proposed amendment does fulfil a demonstrated public need for diversified housing opportunities as outlined in the City of Oakridge Comprehensive Plan and does comply with Oregon Planning Goal 10. The proposed change in zoning does allow for more opportunities for diversified housing if successfully changed from Heavy Industrial (that does not allow for residential use) to Mixed Use (that does allow for residential uses). The proposed change would allow for a potential nine additional lots that could be used for housing in the Mixed-Use designation that is currently not permitted.

While not all tax lots have homes, some have axillary structures and using Lane County Tax Data in a GIS format it has been determined that of the

- 1,528 tax lots in city limits that are Low Density Residential, 289 or 20% of those are vacant and represent a total of 220.6 acres.
- Average total assessed value per Lane County Tax Data is \$127,293
- Medium total assessed value per Lane County Tax Data is \$119,661
- 283 or 19% of the vacant properties are less than \$100,000 and 94% of the 283 are under \$35,000
- 340 or 22% of the properties with homes or structures are less than \$100,000,
- 697 or 46% of the properties with homes or structures are greater than \$100,000 but less than \$200,000
- 162 or 11% of the properties with homes or structures are greater than \$200,000 but less than \$300,000
- 46 or 3% the properties with homes or structures are greater than \$300,000

While this does not speak to condition of housing in Oakridge as well as a HNA would, it does show an existence of potential housing opportunities and a range of the values of the lots. As mentioned in the letter, best practice for understanding the housing need during the consideration of a zone change would be to reference a Housing Needs Analysis (HNA) and a Buildable Lands Inventory (BLI). Unfortunately, at this time the city does not own either of those two documents nor does the city have funding available at this time for the completion of the work to obtain the mentioned documents. The best opportunity for obtaining an HNA and a BLI is for the city to apply for a Technical Assistance Grant from Department of Land Conservation and Development during the next biennium 2021-2023. The grant cycle for the Technical Assistance Grant will be accepting applications in the summer of 2021. City staff does not agree with the recommendation to defer findings for what could be up to 2-3 years for completion of the HNA and BLI.

### **Staff Recommendation**

Staff recommends the City Council approve the proposed Comprehensive Plan Map Changes along with the proposed zone.

### **PROPOSED MOTION:**

**“After completing the finding of fact, the City Council moves to change the Compressive Plan Map and a Zoning District change from Heavy Industrial I-2 to Mixed Use MU for the following Tax Parcels**

- **Assessor’s Map 21-35-22-20 Tax Lot 02100, commonly known as OIP LOT #1**
- **Assessor’s Map 21-35-15-00 Tax Lot 03500, commonly known as OIP LOT #18**
- **Assessor’s Map 21-35-22-20 Tax Lot 02300, commonly known as OIP LOT #19**
- **Assessor’s Map 21-35-22-20 Tax Lot 02400 commonly known as OIP LOT #20**
- **Assessor’s Map 21-35-22-20 Tax Lot 02500, commonly known as OIP LOT #21**
- **Assessor’s Map 21-35-22-20 Tax Lot 02600, commonly known as OIP LOT #22**
- **Assessor’s Map 21-35-22-20 Tax Lot 02700, commonly known as OIP LOT #23**
- **Assessor’s Map 21-35-22-20 Tax Lot 02800 commonly known as OIP LOT #24**
- **Assessor’s Map 21-35-15-00 Tax Lot 02900, commonly known as OIP LOT #25**

**Compressive Plan Map and a Zoning District change from Heavy Industrial I-2 to Parks, Recreation and Open Spaces PRO for the following Tax Parcel,**

- **Assessor’s Map 21-35-15-00 Tax Lot 02100, commonly known as OIP LOT #4**

**Compressive Plan Map and a Zoning District change from Heavy Industrial I-2 to Parks, Recreation and Open Spaces PRO with the requirement that the city shall install signage in multiple languages at the ponds to warn visitors of sediment contamination of ponds, Designate fishing in the ponds to be only permissible using catch-and-release protocols and write in a deed restriction that clarifies the limitations on fishing and other water-based activities in the former log ponds. The deed restriction shall outline any institutional remedies should the city desire to stock the ponds for fishing or use the ponds for any water related activity on lots,**

- **Assessor's Map 21-35-22-20 Tax Lot 02000, commonly known as OIP LOT #3**
- **Assessor's Map 21-35-20-00 Tax Lot 03400, commonly known as OIP LOT #39**

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<sup>1</sup> Lane County Tax Data, Digital Geospatial Information Science (GIS) Shapefile,

<sup>2</sup> City of Oakridge Zoning Code Ord 874, Pg. 103 – City of Oakridge November 9, 2004

<sup>3</sup> City of Oakridge Zoning Code Ord 874, Pg. 22 – City of Oakridge November 9, 2004

<sup>4</sup> City of Oakridge Zoning Code Ord 874, Pg. 20 – City of Oakridge November 9, 2004

<sup>5</sup> City of Oakridge Comprehensive Plan, Pg. 2-44 Land Use Statistics – City of Oakridge. October 1977

<sup>6</sup> Lane County Tax Data, Digital Geospatial Information Science (GIS) Shapefile, analyzed and calculated amounts by Rick Zylstra using QGIS. May 2020

<sup>7</sup> City of Oakridge Comprehensive Plan, Pg. 3-91 Housing Strategies – City of Oakridge. October 1977

<sup>8</sup> City of Oakridge Comprehensive Plan, Pg. 3-86 Land Use Strategies – City of Oakridge. October 1977

<sup>9</sup> City of Oakridge Comprehensive Plan, Pg. 3-89 Land Use Strategies – City of Oakridge. October 1977

<sup>10</sup> City of Oakridge Comprehensive Plan, Pg. 3-71– City of Oakridge. October 1977

<sup>11</sup> City of Oakridge Comprehensive Plan, Pg. 3-99– City of Oakridge. October 1977

<sup>12</sup> City of Oakridge Zoning Code Ord 874, Pg. 28 – City of Oakridge November 9, 2004

<sup>13</sup> Oregon's Statewide Planning Goals & Guidelines,

Goal 2 downloaded from [www.oregon.gov/LCD/docs/goals/goal2.pdf](http://www.oregon.gov/LCD/docs/goals/goal2.pdf), May 11, 2020

Goal 4 downloaded from [www.oregon.gov/LCD/docs/goals/goal4.pdf](http://www.oregon.gov/LCD/docs/goals/goal4.pdf), May 11, 2020

Goal 8 downloaded from [www.oregon.gov/LCD/docs/goals/goal8.pdf](http://www.oregon.gov/LCD/docs/goals/goal8.pdf), May 11, 2020

Department of Land Conservation and Development, March 2010



May 18, 2020

City of Oakridge Planning Commission  
PO Box 1410  
Oakridge, OR 97463

**Re: The city of Oakridge desires to change zoning designation of 9 city owned properties totaling 19.05 acres from I2-Heavy Industrial District to M1-Mixed use District (ZC-01-20)**

Dear Planning Commission Members:

This letter is submitted jointly by Housing Land Advocates (HLA) and the Fair Housing Council of Oregon (FHCO). Both HLA and FHCO are non-profit organizations that advocate for land use policies and practices that ensure an adequate and appropriate supply of affordable housing for all Oregonians. FHCO's interests relate to a jurisdiction's obligation to affirmatively further fair housing. Please include these comments in the record for the above-referenced proposed amendment.

As you know, and as indicated on the Staff Report, all amendments to the City's Comprehensive Plan and Zoning map must comply with the Statewide Planning Goals. ORS 197.175(2)(a). When a decision is made affecting the residential land supply, the City must refer to its Housing Needs Analysis (HNA) and Buildable Land Inventory (BLI) in order to show that an adequate number of needed housing units (both housing type and affordability level) will be supported by the residential land supply after enactment of the proposed change.

The staff report for file number ZC-01-20 recommends its approval. This recommendation is contingent on the Goal 10 findings contained within the report, stating that since the "the proposed amendments fulfill a demonstrated public need for a more diversified area that is best suited by the MU designation" they comply with Goal 10. However, the statement "demonstrated public need" does not inform concerned citizens what that need is, or how the amendment will fulfill that need. While the current proposals do not propose a particular development, if the land is coming into a potential residential use, the findings should illustrate that potential. This zone change is the appropriate time to consider Goal 10, and adequate



findings may in fact encourage a development consistent with the City's housing needs. Goal 10 findings must demonstrate that the changes do not leave the City with less than adequate residential land supplies in the types, locations, and affordability ranges affected. *See Mulford v. Town of Lakeview*, 36 Or LUBA 715, 731 (1999) (rezoning residential land for industrial uses); *Gresham v. Fairview*, 3 Or LUBA 219 (same); see also, *Home Builders Assn. of Lane Cty. v. City of Eugene*, 41 Or LUBA 370, 422 (2002) (subjecting Goal 10 inventories to tree and waterway protection zones of indefinite quantities and locations). Further, the City should reference its HNA and BLI in order to provide an adequate factual basis for Goal 10 findings. For example, Goal 10 findings should contain what type and quantity of housing is needed by the City, and how many units the amendment has the potential to provide. Only with a complete analysis showing any gain in needed housing as dictated by the HNA and compared to the BLI, can housing advocates and planners understand whether the City is achieving its goals through local planning file number ZC-01-20.

HLA and FHCO urge the Commission to defer approval of local file number ZC-01-20 until adequate Goal 10 findings can be made, and the proposal fully evaluated under the HNA and BLI. Thank you for your consideration. Please provide written notice of your decision to, FHCO, c/o Louise Dix, at 1221 SW Yamhill Street, #305, Portland, OR 97205 and HLA, c/o Jennifer Bragar, at 121 SW Morrison Street, Suite 1850, Portland, OR 97204. Please feel free to email Louise Dix at [ldix@fhco.org](mailto:ldix@fhco.org) or reach her by phone at (541) 951-0667.

Thank you for your consideration.

A handwritten signature in black ink that reads "Louise Dix".

Louise Dix  
AFFH Specialist  
Fair Housing Council of Oregon

/s/ Jennifer Bragar  
Jennifer Bragar  
President  
Housing Land Advocates

cc: Kevin Young ([kevin.young@state.or.us](mailto:kevin.young@state.or.us))



# Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

[www.oregon.gov/LCD](http://www.oregon.gov/LCD)

May 12, 2020

Rick Zylstra, Community Services Director  
City of Oakridge  
48318 E 1st Street  
Oakridge, OR 97463



Delivered via email: [rickzylstra@ci.oakridge.or.us](mailto:rickzylstra@ci.oakridge.or.us)

RE: Oakridge Industrial Park Plan Map Amendments & Zone Changes (12 parcels total); City File No.: ZC-01-20; DLCD File No.: 001-20

Dear Rick,

Thank you for providing timely notice to the department for this pending land use action. We appreciate having the opportunity to work with you on this important proposal. The department recognizes the significance of the Oakridge Industrial Park to the local and regional economy and we remain committed to supporting the city in its efforts to maximize this valued resource.

In the city's *Notice of Proposed Plan/Zone Change (Form 1)* received by the department on April 10<sup>th</sup>, current and proposed comprehensive plan designations for the subject property are not indicated. As part of this land use proceeding, the city should adopt findings for plan map amendments in addition to findings for zone changes. The [Oakridge Comprehensive Plan Map](http://www.lcog.org) (source: [www.lcog.org](http://www.lcog.org)) shows the current plan designation for the subject property as Heavy Industrial. Based on the proposed zone changes, the proposed plan designations for the subject property would either be Mixed Use or Park, Recreation & Open Space, depending on the parcel.

The criteria for a zone change is included in Section 29.03 of the Oakridge Zoning Ordinance, which reads:

Any use or overlay zoning district amendment proposal must be shown to be in conformance with each of the following criteria.

- (1) The proposed amendment conforms to the Comprehensive Plan or substantial changes in conditions have occurred which render the Comprehensive Plan, inapplicable to the requested change and the Plan should be amended as proposed by the proponent of the change. If this is the case, the Plan must be amended before final action on the district change.
- (2) The proposed amendment fulfills a demonstrated public need for a particular activity or use of land within the area in question.
- (3) If residential zoning is involved, the proposed residential district or districts best satisfies the objectives of the Comprehensive Plan and does not exclude

opportunities for adequate provision of low or moderate housing or "needed housing" types as defined in OAR 660-08-015 within the subject neighborhood area.

(4) The proposed zone district is compatible with the existing and anticipated surrounding land use.

I was not able to find city approval criteria for comprehensive plan map amendments but the criteria listed above for zone changes could be applied to the plan amendments as well.

In addition to addressing the criteria above, the city should adopt Goal 9 (Economic Development) findings consistent with OAR 660-009-0010(4), which reads:

(4) For a post-acknowledgement plan amendment under OAR chapter 660, division 18, that changes the plan designation of land in excess of two acres within an existing urban growth boundary from an industrial use designation to a non-industrial use designation, or another employment use designation to any other use designation, a city or county must address all applicable planning requirements, and:

- (a) Demonstrate that the proposed amendment is consistent with its most recent economic opportunities analysis and the parts of its acknowledged comprehensive plan which address the requirements of this division; or
- (b) Amend its comprehensive plan to incorporate the proposed amendment, consistent with the requirements of this division; or
- (c) Adopt a combination of the above, consistent with the requirements of this division.

Lastly, as part of its land use review, the department consulted with the Oregon Department of Environmental Quality (DEQ) on this proposal. DEQ provided the attached map entitled, *Oakridge Industrial Park No Further Action Status April 2020*. The city proposes rezoning the former log pond (TL 3400) from Heavy Industrial to Parks, Recreation, and Open Space. We support this zone change. However, we have health and safety concerns for potential future users of this water feature, especially in regard to fishing.

As a function of this land use action, the city should install appropriate signage in multiple languages at the ponds to warn visitors of sediment contamination and to designate fishing in the area to only be permissible if done under catch-and-release protocols. In addition, the city should record with the Lane County Clerk's Office, a deed restriction that clarifies limitations on fishing and other water-based activities in the former log ponds. The DEQ final environmental remediation reports for the subject property, as well as a March 3, 2020 email from DEQ's Mary Camarata, provide to the city the framework for the deed restriction. Please know, DEQ staff are available to assist city staff in developing appropriate language for this legal instrument. Also, if the

city has eventual plans to stock and promote fishing in the ponds, the deed restriction should include an institutional remedy (i.e., fish tissue monitoring, community outreach and education, assessment of sign effectiveness and maintenance) that would need to occur in advance of implementing these plans.

The attached DEQ map identifies three parcels (TLs 3900, 4100, & 4200) as 'Industrial Use Only'. Given the flexibility of the city's Mixed-Use zone, challenges associated with attracting heavy industrial users to the site, and the potential for conflicts between heavy industrial users and future residential/commercial users at the transitioning business park, has the city considered rezoning additional parcels from Heavy Industrial to Mixed-Use?

Please enter this letter into the record of the proceedings. If you have questions or need clarification on anything contained in this letter, please do not hesitate to contact me at (541) 373-7675 or via email at [patrick.wingard@state.or.us](mailto:patrick.wingard@state.or.us). Thank you very much for your time and consideration.

Respectfully,

*Patrick Wingard*

Patrick Wingard, AICP  
DLCD Southern Willamette Valley Regional Representative

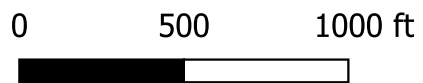
Copy. Gordon Howard, DLCD Community Services Manager  
Leigh McIlvaine, DLCD Economic Development Specialist  
Mary Camarata, DEQ Regional Solutions Coordinator





- OIP Lots Layer
- Unrestricted Use NFAs
- Industrial Use Only NFAs
- Residential NFA with No Fishing
- OIP Lots 2
- Lane\_TaxLot20
- OpenStreetMap

Google Earth



**Oakridge Industrial Park No Further Action Status  
April 2020**



City of Oakridge  
48318 E. 1<sup>st</sup> Street – PO Box 1410  
Oakridge, Oregon 97463  
Phone: 541-782-2258 FAX 541-782-1081



## Memo: Reply to Department of Lands Conservation and Development, ZC-01-20

To: Planning Commissioners  
From: Rick Zylstra  
May 28, 2020

Commissioners,

In response to the letter received from Department of Land Conservation and Development dated May 12th 2020, staff requests commissioners to consider a Zoning Map Amendment that is in alignment with the proposed zoning changes. Ordinance 874, City of Oakridge Zoning Ordinance gives guidance on criteria to be applied to a zone change that have been outlined in the original staff report for ZC-01-20, but remains silent on guidance for a Comprehensive Plan Map Amendment. Per DLCD recommendations stated in the referenced letter, please consider the criteria for a Comprehensive Plan Map amendment in the same manner as the Zoning Change.

A second consideration for the Commission would be to recommend to council that for lot 3 & 39 (Tax Lot no. 21-35-15-00-02000 & 21-35-22-20-03400) that the following conditions be placed on the properties

- Install signage in multiple languages at the ponds to warn visitors of sediment contamination of ponds
- Designate fishing in any of the ponds to be only permissible using catch-and-release protocols
- A deed restriction that clarifies the limitations on fishing and other water-based activities in in the former log ponds. The deed restriction should outline any institutional remedies should the city desire to stock the ponds for fishing or use the ponds for any water related activity.

Thanks

Rick Zylstra  
Community Services Director

City of Oakridge  
48318 E. 1<sup>st</sup> Street – PO Box 1410  
Oakridge, Oregon 97463  
Phone: 541-782-2258 FAX 541-782-1081



## Memo: Reply to Fair Housing Council of Oregon, ZC-01-20

To: Planning Commissioners  
From: Rick Zylstra  
May 28, 2020

Commissioners,

In response to the letter received from the Fair Housing Council of Oregon dated May 18th 2020, as stated in the letter and the staff report for file number ZC-01-20, the proposed amendment does fulfil a demonstrated public need for diversified housing opportunities as outlined in the City of Oakridge Comprehensive Plan and does comply with Oregon Planning Goal 10. The proposed change in zoning does allow for more opportunities for diversified housing if successfully changed from Heavy Industrial (that does not allow for residential use) to Mixed Use (that does allow for residential uses). The proposed change would allow for a potential nine additional lots that could be used for housing in the Mixed-Use designation that is currently not permitted.

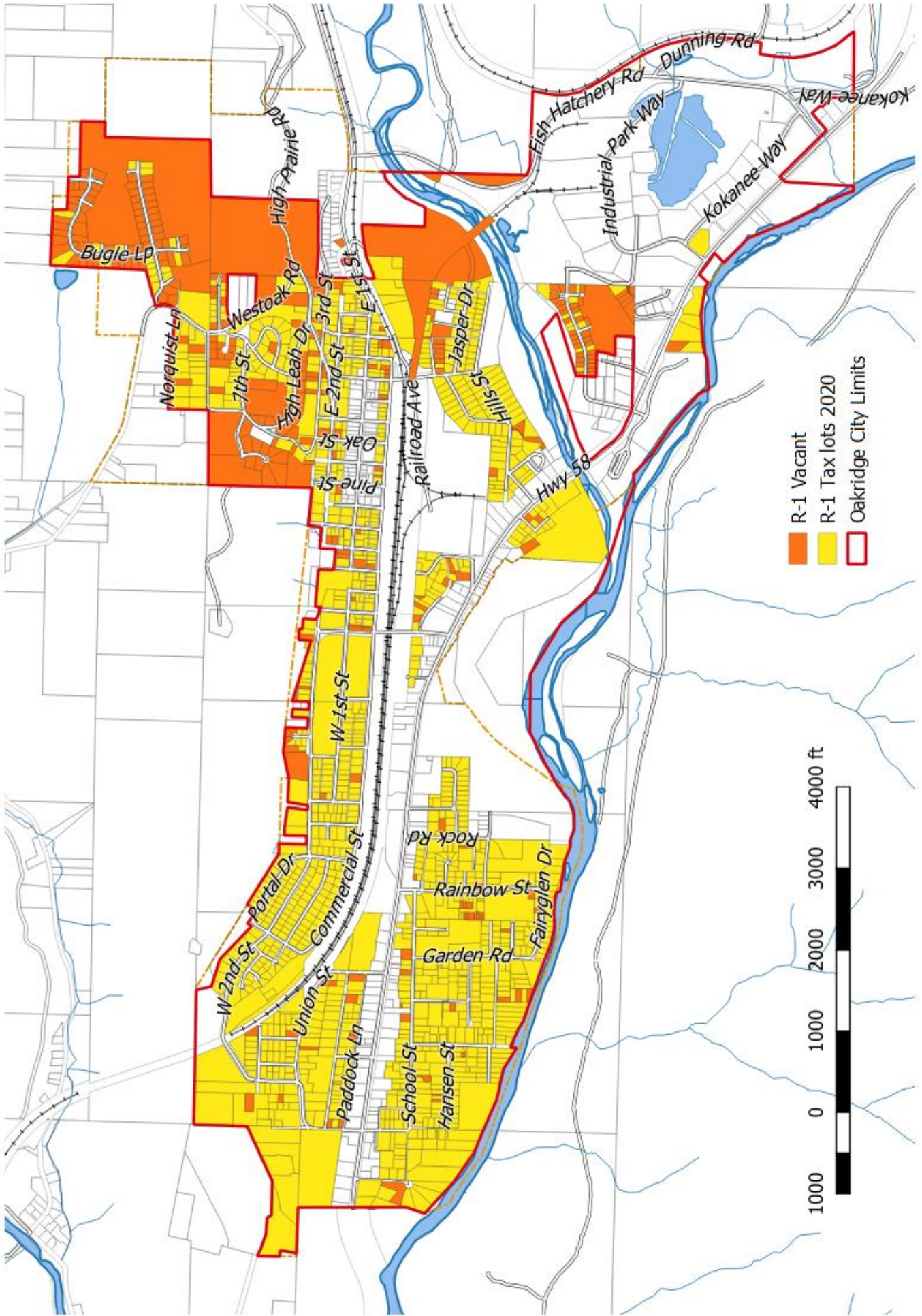
While not all tax lots have homes, some have axillary structures and using Lane County Tax Data in a GIS format it has been determined that of the

- 1,528 tax lots in city limits that are Low Density Residential, 289 or 20% of those are vacant and represent a total of 220.6 acres.
- Average total assessed value per Lane County Tax Data is \$127,293
- Medium total assessed value per Lane County Tax Data is \$119,661
- 283 or 19% of the vacant properties are less than \$100,000 and 94% of the 283 are under \$35,000
- 340 or 22% of the properties with homes or structures are less than \$100,000,
- 697 or 46% of the properties with homes or structures are greater than \$100,000 but less than \$200,000
- 162 or 11% of the properties with homes or structures are greater than \$200,000 but less than \$300,000
- 46 of or 3% the properties with homes or structures are greater than \$300,000

While this does not speak to condition of housing in Oakridge as well as a HNA would, it does show an existence of potential housing opportunities and a range of the values of the lots. As mentioned in the letter, best practice for understanding the housing need during the consideration of a zone change would be to reference a Housing Needs Analysis (HNA) and a Buildable Lands Inventory (BLI). Unfortunately, at this time the city does not own either of those two documents nor does the city have funding available at this time for the completion of the work to obtain the mentioned documents. The best opportunity for obtaining an HNA and a BLI is for the city to apply for a Technical Assistance Grant from Department of Land Conservation and Development during the next biennium 2021-2023. The grant cycle for the Technical Assistance Grant will be accepting applications in the summer of 2021. City staff does not agree with the recommendation to defer findings for what could be up to 2-3 years for completion of the HNA and BLI.

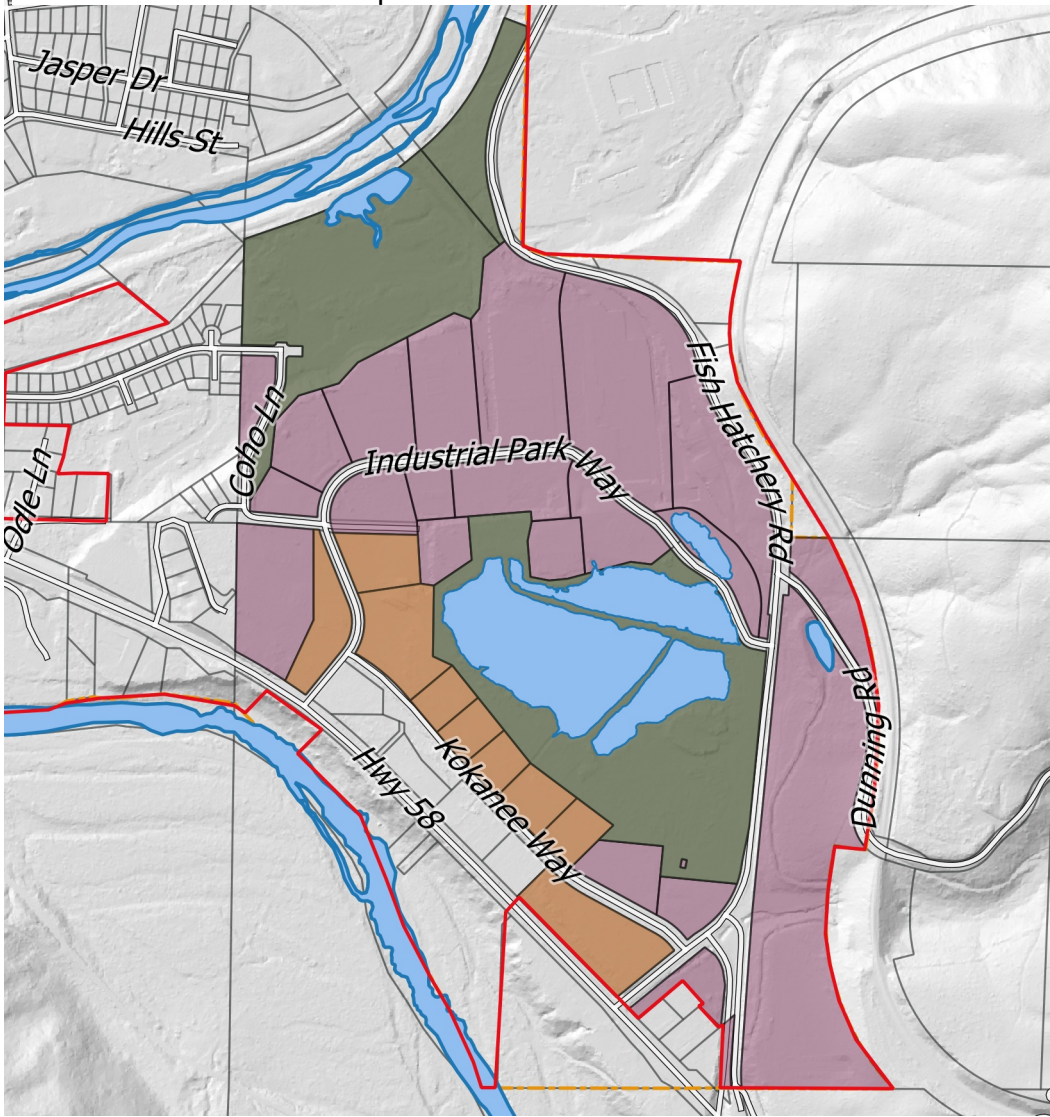
Thanks,

Rick Zylstra  
Community Services Director

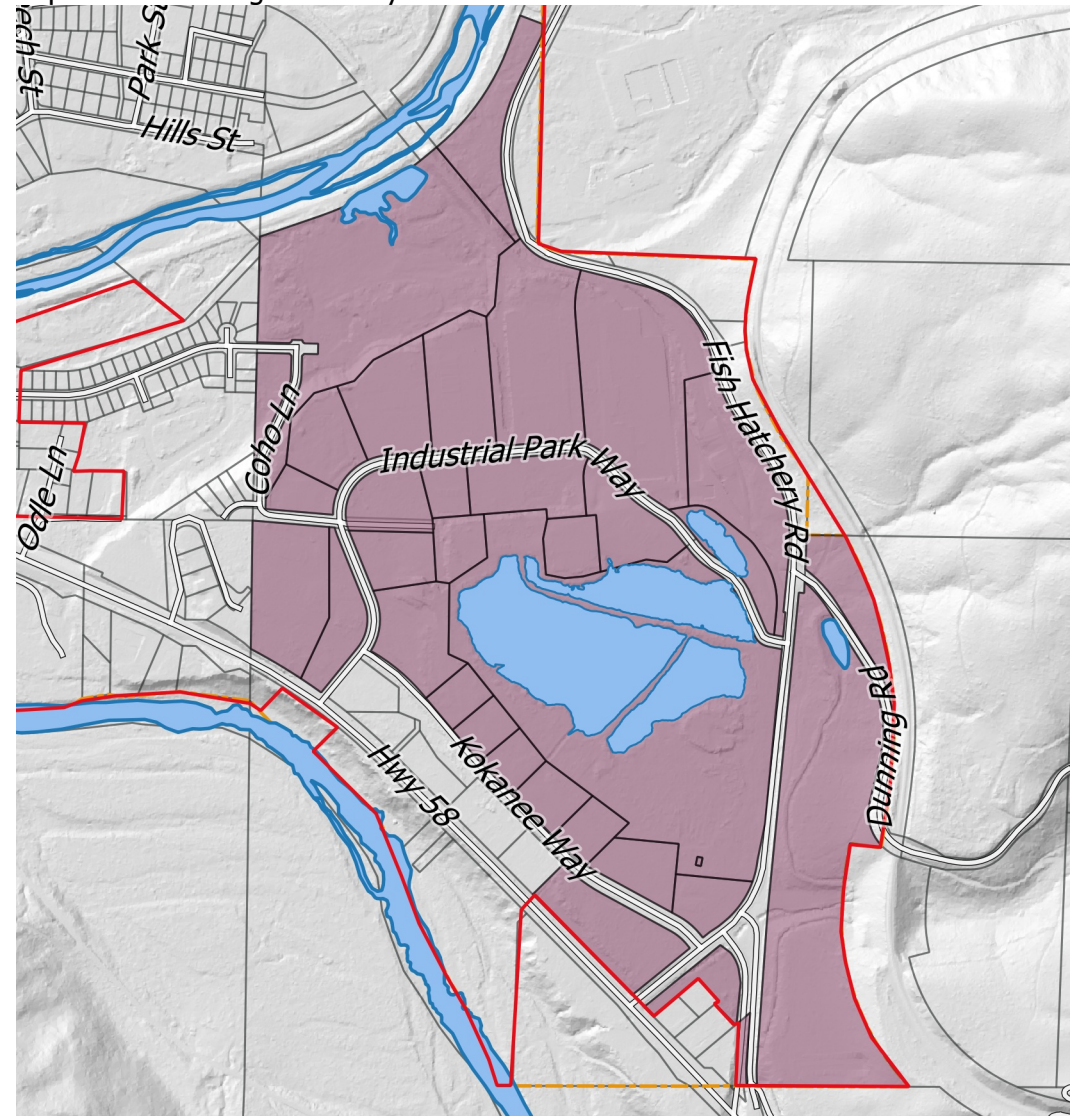


# Proposed Zone Change ZC-01-20 Overview.

Map shown here to the left is intended to show the Proposed Zoning Map Amendments after approved and adopted changes. All lots shown are currently I2-Heavy Industrial District Zoning. Currently I2-Heavy Industrial properties are 32 lots at 169.02 acres. Proposed PRO-Parks, Recreation and Open and Spaces would be 3 lots at 81.66 acres. Proposed M1-Mixed Use would be 9 lots at 19.05 Acres. Proposed remaining I2- Heavy Industrial would be 20 lots at 87.36 acres



Proposed Zoning Designations



Current Zoning Designations

Proposed M1
  Proposed PRO
  Oakridge City limits
  Oakridge UGB
  Water Bodies
  I2 Zoned

500 0 500 1000 ft



The information on this map was derived from the following sources; Lane County Tax Data, City of Oakridge and Oregon Geospatial Data Clearinghouse. Care was taken in the creation of this map but it is provided "as is". The City of Oakridge cannot accept any responsibility for errors or positional accuracy in the digital data or underlying records. NAD83 / Oregon Lambert (ft) March 2020

## Business of the City Council

City of Oakridge, Oregon

Aug 20, 2020

**Agenda Title: Ordinance 932  
Comprehensive Plan Map Amendment**

**Agenda Item No: 13.1**

**Exhibit: Planning Report, Letters from DLCD &  
FHC Comp Plan & Zoning maps**

**Proposed Council: A motion from the floor  
and a vote**

**Agenda Bill Author: Rick Zylstra  
City Administrator: Bryan Cutchen**

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**ISSUE:** The Oakridge Planning Department and Planning Commission have both reviewed proposed changes to the Oakridge Comprehensive Plan Map and Oakridge Zoning Map that proposed making changes to a total of 12 lots, 9 of which would be a change from Heavy Industrial to Mixed Use with the remaining 3 being a change from Heavy Industrial to Parks and Open Spaces.

Please review the attached Planning Report as it goes into further detail of the proposal.

**FISCAL IMPACT: None**

**OPTIONS:** 1) Fully and distinctly read the ordinance on two different days before enactment.  
2) Read ordinance by title only if no councilor requests it be read in full.  
3) Enact ordinance in a single meeting by unanimous vote, provided the ordinance is read first in full and then by title.

**RECOMMENDATION:** Option 3.

**RECOMMENDED MOTION:**

**(1) I move for the first reading of Ordinance 932.**

**(2) I move for the first reading of Ordinance 932, read by title only.**

**(3) I move to adopt Ordinance 932 at a single reading, read by title and then in full.**

**Read the ordinance, then**

**(3a) I move to enact Ordinance 932.**

## ORDINANCE NO. 932

**AN ORDINANCE OF THE CITY OF OAKRIDGE APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT FOR FROM HEAVY INDUSTRIAL DESIGNATION TO MIXED USE DESIGNATION FOR TAX MAP 21-35-22-20-02100, TAX MAP 21-35-15-00-03500, TAX MAP 21-35-22-20-02300, TAX MAP 21-35-22-20-02400, TAX MAP 21-35-22-20-02500, TAX MAP 21-35-22-20-02600, TAX MAP 21-35-22-20-02700, TAX MAP 21-35-22-20-02900 AND TAX MAP 21-35-15-00-02900, AND A COMPREHENSIVE PLAN MAP AMENDMENT FROM HEAVY INDUSTRIAL DESIGNATION TO PARK, RECREATION, OPEN SPACES DESIGNATION FOR TAX MAP 21-35-22-20-02000, TAX MAP 21-35-15-00-02100, TAX MAP 21-35-20-00-03400,**

**IN OAKRIDGE, LANE COUNTY, OREGON,**

**Whereas**, the property owner, City of Oakridge, has proposed a Comprehensive Plan Map Amendment of the property mentioned above; and

**Whereas**, the Oakridge Planning Staff analyzed the request and prepared a staff report for the City of Oakridge Planning Commission, wherein they reported that the request is consistent with and meets requirements for approval of a Comprehensive Plan Map Amendment; and

**Whereas**, the Oakridge Planning Commission held a public hearing on this request at the May 19, 2020 and the June 2, 2020 Planning Commission meeting, and after taking public testimony and finding of fact, gave full consideration to the matter and recommended approval of the proposed amendments; and

**Whereas**, the Oakridge City Council held a public hearing regarding the aboved described matter at their regular meeting on August 20, 2020, took public testimony and reviewed findings of fact, and, upon deliberation, concluded that the proposed Comprehensive Plan Map Amendment meets the approval criteria; now, therefore,

**The City of Oakridge ordains** as follows:

Section 1. Findings. The City Council adopts the findings and conclusions found within the staff report of the meetings as noted above.

Section 2. Order. The official City of Oakridge Comprehensive Plan Map is hereby amended from Heavy Industrial Designation to Mixed Use Designation for the following Tax Lots

1. Tax map 21-35-22-20-02100,
2. Tax map 21-35-15-00-03500,
3. Tax map 21-35-22-20-02300,
4. Tax map 21-35-22-20-02400,
5. Tax map 21-35-22-20-02500,
6. Tax map 21-35-22-20-02600,
7. Tax map 21-35-22-20-02700,
8. Tax map 21-35-22-20-02900,
9. Tax map 21-35-15-00-02900,

The official City of Oakridge Comprehensive Plan Map is hereby amended from Heavy Industrial Designation to Parks, Recreation, Open Spaces Designation for the following Tax Lots

1. Tax map 21-35-22-20-02000,
2. Tax map 21-35-15-00-02100,
3. Tax map 21-35-20-00-03400,

Section 3. Effective Date. This ordinance shall be in effect 30 days after passage by the Council and signed by the Mayor.

ADOPTED this 20<sup>th</sup> day of August, 2020.

CITY OF OAKRIDGE

---

Kathy Holsten, Mayor

ATTESTED:

---

Jackie Sims, City Recorder

Ayes:

Nays:



## Business of the City Council

City of Oakridge, Oregon

Aug 20, 2020

**Agenda Title: Ordinance 933 Zoning Map Amendment**

**Agenda Item No: 13.2**

**Exhibit: Planning Report, Letters from DLCD & FHC Comp Plan & Zoning maps**

**Proposed Council: A motion from the floor and a vote**

**Agenda Bill Author: Rick Zylstra  
City Administrator: Bryan Cutchen**

---

**ISSUE:** The Oakridge Planning Department and Planning Commission have both reviewed proposed changes to the Oakridge Zoning Map that proposed making changes to a total of 12 lots, 9 of which would be a change from Heavy Industrial to Mixed Use with the remaining 3 being a change from Heavy Industrial to Parks and Open Spaces.

Please review the attached Planning Report as it goes into further detail of the proposal.

**FISCAL IMPACT: None**

**OPTIONS:** 1) Fully and distinctly read the ordinance on two different days before enactment.  
2) Read ordinance by title only if no councilor requests it be read in full.  
3) Enact ordinance in a single meeting by unanimous vote, provided the ordinance is read first in full and then by title.

**RECOMMENDATION:** Option 3.

**RECOMMENDED MOTION:**

(1) I move for the first reading of Ordinance 933.

(2) I move for the first reading of Ordinance 933, read by title only.

(3) I move to adopt Ordinance 933 at a single reading, read by title and then in full.

Read the ordinance, then

(3a) I move to enact Ordinance 933.

## ORDINANCE NO. 933

**AN ORDINANCE OF THE CITY OF OAKRIDGE APPROVING A ZONE MAP AMENDMENT FROM HEAVY INDUSTRIAL (I-2) TO MIXED USE (MU) FOR TAX MAP 21-35-22-20-02100, TAX MAP 21-35-15-00-03500, TAX MAP 21-35-22-20-02300, TAX MAP 21-35-22-20-02400, TAX MAP 21-35-22-20-02500, TAX MAP 21-35-22-20-02600, TAX MAP 21-35-22-20-02700, TAX MAP 21-35-22-20-02900 AND TAX MAP 21-35-15-00-02900, AND A ZONE MAP AMENDMENT FROM HEAVY INDUSTRIAL (I-2) TO PARK, RECREATION, OPEN SPACES (PRO) FOR TAX MAP 21-35-22-20-02000, TAX MAP 21-35-15-00-02100, TAX MAP 21-35-20-00-03400,**

**IN OAKRIDGE, LANE COUNTY, OREGON,**

**Whereas**, the property owner, City of Oakridge, has proposed a Zone Map Amendment of the property mentioned above; and

**Whereas**, the Oakridge Planning Staff analyzed the request and prepared a staff report for the City of Oakridge Planning Commission, wherein they reported that the request is consistent with and meets requirements for approval of a Zone Map Amendment; and

**Whereas**, the Oakridge Planning Commission held a public hearing on this request at the May 19, 2020 and the June 2, 2020 Planning Commission meeting, and after taking public testimony and finding of fact, gave full consideration to the matter and recommended approval of the proposed amendments; and

**Whereas**, the Oakridge City Council held a public hearing regarding the aboved described matter at their regular meeting on August 20, 2020, took public testimony and reviewed findings of fact, and, upon deliberation, concluded that the proposed Zone Map Amendment meets the approval criteria; now, therefore,

**The City of Oakridge ordains** as follows:

Section 1. Findings. The City Council adopts the findings and conclusions found within the staff report of the meetings as noted above.

Section 2. Order. The official City of Oakridge Zone Map is hereby amended from Heavy Industrial (I-2) to Mixed Use (MU) for the following Tax Lots

1. Tax map 21-35-22-20-02100,
2. Tax map 21-35-15-00-03500,
3. Tax map 21-35-22-20-02300,

4. Tax map 21-35-22-20-02400,
5. Tax map 21-35-22-20-02500,
6. Tax map 21-35-22-20-02600,
7. Tax map 21-35-22-20-02700,
8. Tax map 21-35-22-20-02900,
9. Tax map 21-35-15-00-02900,

The official City of Oakridge Zone Map is hereby amended from Heavy Industrial (I-2) to Parks, Recreation, Open Spaces (PRO) for the following Tax Lots

1. Tax map 21-35-22-20-02000,
2. Tax map 21-35-15-00-02100,
3. Tax map 21-35-20-00-03400,

Section 3. Effective Date. This ordinance shall be in effect 30 days after passage by the Council and signed by the Mayor.

ADOPTED this 20<sup>th</sup> day of August, 2020.

CITY OF OAKRIDGE

---

Kathy Holsten, Mayor

ATTESTED:

---

Jackie Sims, City Recorder

Ayes:

Nays:

## Business of the City Council

City of Oakridge, Oregon

Aug 20, 2020

**Agenda Title: Council Advisory Committee Resolutions**

**Agenda Item No: 13.3 – 13.9**

**Exhibit: Resolutions 13-2020 thru 19-2020**

**Proposed Council: Motion(s) from the floor and a vote**

**Agenda Bill Author: Bryan Cutchen**

**City Administrator: Bryan Cutchen**

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**ISSUE:** The Administration Advisory Committee was tasked with reviewing existing committee establishing documents and creating more uniform resolutions for each of the committees.

**FISCAL IMPACT: None**

**OPTIONS: 1) Individually adopt each resolution.**

**2) Adopt select resolutions.**

**3) Send the resolutions back to committee for revision.**

**RECOMMENDATION: Option 1.**

**RECOMMENDED MOTION:**

- (1) I move we adopt Resolution 13-2020, repealing and replacing Res. 9-2018, the Oakridge Administration Advisory Committee.**
- (2) I move we adopt Resolution 14-2020, repealing and replacing Res. 15-2013 & 2-2012, the Oakridge Audit Committee.**
- (3) I move we adopt Resolution 15-2020, repealing and replacing Res. 13-2015, the Oakridge Library Board.**
- (4) I move we adopt Resolution 16-2020, repealing and replacing Res. 11-2018, the Oakridge Economic Development Advisory Committee.**
- (5) I move we adopt Resolution 17-2020, repealing and replacing Res. 12-2017, the Oakridge Parks and Community Services Committee.**
- (6) I move we adopt Resolution 18-2020, repealing and replacing Res. 6-2019, the Oakridge Public Safety Advisory Committee.**
- (7) I move we adopt Resolution 19-2020, repealing and replacing Res. 1-2015, the Oakridge Rural Tourism Marketing Program Advisory Committee.**

## CITY OF OAKRIDGE

### RES. 13-2020 A RESOLUTION REPEALING AND REPLACING RES. 9-2018 THE CITY OF OAKRIDGE ADMINISTRATION ADVISORY COMMITTEE

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Administration Advisory Committee resolutions; and

WHEREAS, the purpose of the Administration Committee is to be an advisory body to the Council and to aid City staff by providing input in the preparation of resolutions, Ordinances and rules for ratification by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Administration Advisory Committee is hereby established. The committee shall consist of seven (7) voting members: six (6) citizens at large and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): City Administrator and City Recorder. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

**SECTION 2: TERM:** The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040

Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041

Seat 7: Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Four (4) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

**SECTION 4: RESPONSIBILITIES:** The responsibilities of the Administration Advisory Committee shall be as follows:

1. Formulating recommended resolutions, ordinances and rules for the governance of the

City for council approval for council approval.

2. Other activities, within the scope of the committee, as assigned by City Council.
3. Keep records of minutes for each meeting per ORS. 192.650
4. Annual reports will be completed in the fourth-quarter of the calendar year.
5. Reports or recommendations of the Administration Advisory Committee shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.

**SECTION 5: CONDUCT:** A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

**PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_ .**

**APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_,  
DAY OF \_\_\_\_\_.**

**Signed:** \_\_\_\_\_, Mayor

ATTEST:

**Signed:** \_\_\_\_\_, City Recorder

Ayes:

Nays:

## CITY OF OAKRIDGE

### RES. 14-2020 A RESOLUTION REPEALING AND REPLACING RES. 15-2013 and 2-2012 THE CITY OF OAKRIDGE AUDIT COMMITTEE

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Audit Committee resolutions; and

WHEREAS, the purpose of the Audit Committee will be to aid City staff in the selection of highly qualified City Auditors and to assure clear and complete transmittal of audit results to the City Council and the community;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Audit Committee is hereby established. The committee shall consist of three (3) voting members: one (1) Mayor or designee, one (1) City Councilor, and one (1) Oakridge Budget Committee member. Non-voting member(s): City Finance Director. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

**SECTION 2: TERM:** The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seat 2: Councilor Elected Term

Seat 3: Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Two (2) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

**SECTION 4: RESPONSIBILITIES:** The responsibilities of the Audit Committee shall be as follows:

1. Review with the Finance Department and/or staff those firms or individuals proposed for appointment as City Auditors in succeeding years.

2. Recommend to the City Council the appointment of the auditing firm that the Committee deems best suited to perform the annual City audit.
3. Discuss, as necessary, with the City auditors, any additional or particular areas of inquiry or audit focus which the auditors or the committee deem desirable or appropriate.
4. Review the Communication to the Governing Body presented by the auditors. Discuss the material weakness(es) and/or significant deficiency(ies) (if any) and Best Practices Recommendation(s) (if any) with the Finance Department and/or staff. Verify that the auditors' recommendations are implemented as appropriate, and report to the City Council.
5. Other activities, within the scope of the committee, as assigned by City Council.
6. Keep records of minutes for each meeting per ORS. 192.650
7. Annual reports will be completed in the fourth-quarter of the calendar year.
8. Reports or recommendations of the Audit Committee shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.

**SECTION 5: CONDUCT:** A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

**PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_ .**

**APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_.**

**Signed:** \_\_\_\_\_, Mayor

ATTEST:

**Signed:** \_\_\_\_\_, City Recorder

Ayes:

Nays:



## CITY OF OAKRIDGE

### RES. 15-2020 A RESOLUTION REPEALING AND REPLACING RES. 13-2015 THE CITY OF OAKRIDGE LIBRARY BOARD

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Library Board resolution; and

WHEREAS, the purpose of the Library Board is to be an advisory body to the Council and to aid City staff by providing oversight and assisting in the preparation of policies and rules for the Library for ratification by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Library Board is hereby established. The board shall consist of seven (7) voting members: six (6) 97463 and 97492 citizens at large with at least four (4) of the citizens residing within Oakridge city limits and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): Library Coordinator. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

**SECTION 2: TERM:** The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040

Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041

Seat 7: Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Four (4) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

**SECTION 4: RESPONSIBILITIES:** The responsibilities of the Library Board shall be as follows:

1. Formulating recommended rules and policies for the governance of the library for council approval. Oversight of recruitment, training, and retention of volunteers.

2. All requests for expenditures of Library funds requested by the board will be presented to the Library Coordinator for transmission to the proper authority. Expenditures will be made in accordance with the procedures that are in place at the time of the request. All requests that are not budgeted regardless of amount will be reviewed by the City Administrator prior to expenditure. Any request for expenditures beyond the City Administrators authority will be forwarded to the City Council for approval of fund expenditures.
3. Oversight of programs, fundraisers and other activities that will utilize the Library.
4. Other activities, within the scope of the committee, as assigned by City Council.
5. Keep records of minutes for each meeting per ORS. 192.650
6. Providing recommendations to the City Council of long term goals and objectives for the library. Pursuant to ORS 357.520, each public library shall make an annual report to the State Library and to the governing body on a form supplied to the State Library. Annual reports will be completed in the fourth-quarter of the calendar year.
7. Reports or recommendations of the Library Board shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.

**SECTION 5: CONDUCT:** A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

**PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_ .**

**APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_.**

**Signed:** \_\_\_\_\_, Mayor

ATTEST:

**Signed:** \_\_\_\_\_, City Recorder

Ayes:

Nays:

## CITY OF OAKRIDGE

### RES. 16-2020 A RESOLUTION REPEALING AND REPLACING RES. 11-2018 THE CITY OF OAKRIDGE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Economic Development Advisory Committee resolutions; and

WHEREAS, the purpose of the Oakridge Economic Development Advisory Committee is an advisory body to the City Council and the City staff by providing input concerning economic development within the City of Oakridge or the Oakridge Industrial Park;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Economic Development Advisory Committee is hereby established. The committee shall consist of seven (7) voting members: six (6) citizens at large and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): City Administrator, Community Services Director, and Chamber of Commerce representative. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

**SECTION 2: TERM:** The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040

Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041

Seat 7: Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Four (4) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

**SECTION 4: RESPONSIBILITIES:** The responsibilities of the Economic Development Advisory Committee shall be as follows:

1. Committee members shall receive no compensation but shall be reimbursed for duly authorized expenses after prior approval from the City Administrator. The Committee shall have no authority to obligate the city for payment of any sums of money.
2. No member of the Committee shall participate in any Committee proceedings, action or vote in which any of the following has a direct or substantial financial interest: member or the spouse, brother, sister, child, parent, father-in-law, mother-in-law, of the member, any business in which the member is then serving or has served within the previous two (2) years, or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflicts of interests shall be disclosed at the commencement of the meeting of the Committee where the proceedings, action or vote is being taken.
3. Other activities, within the scope of the committee, as assigned by City Council.
4. Keep records of minutes for each meeting per ORS 192.650
5. Annual reports will be completed in the fourth-quarter of the calendar year.
6. Reports or recommendations of the Economic Development Advisory Committee shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.
7. OEDAC shall operate in accordance to operating guidelines that may be revised by the public body as needed.

**SECTION 5: CONDUCT:** A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

**PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_ .**

**APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_.**

**Signed:** \_\_\_\_\_, Mayor

ATTEST:

**Signed:** \_\_\_\_\_, City Recorder

Ayes:

Nays:

## CITY OF OAKRIDGE

### RES. 17-2020 A RESOLUTION REPEALING AND REPLACING RES. 12-2017 THE CITY OF OAKRIDGE PARKS AND COMMUNITY SERVICES COMMITTEE

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Parks and Community Services Committee resolutions; and

WHEREAS, the purpose of the Parks and Community Services Committee is to be an advisory body to the council and aid staff by providing input on City Streets, Water, Wastewater, Stormwater Systems, Parks, Trails, and Outdoor Spaces;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Parks and Community Services Committee is hereby established. The committee shall consist of seven (7) voting members: six (6) 97463 and 97492 citizens at large with at least four (4) of the citizens residing within Oakridge city limits and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): Community Services Director. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

**SECTION 2: TERM:** The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040

Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041

Seat 7: Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Four (4) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

**SECTION 4: RESPONSIBILITIES:** The responsibilities of the Parks and Community Services Committee shall be as follows:

1. Providing oversight for the Comprehensive Plan, Transportation System Plan, Stormwater Plan, Community Trails Plan, Parks Master Plan.
2. Other activities, within the scope of the committee, as assigned by City Council.
3. Keep records of minutes for each meeting per ORS. 192.650
4. Annual reports will be completed in the fourth-quarter of the calendar year.
5. Reports or recommendations of the Parks and Community Services Committee shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.

**SECTION 5: CONDUCT:** A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

**PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_ .**

**APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_,  
DAY OF \_\_\_\_\_.**

**Signed:** \_\_\_\_\_, Mayor

ATTEST:

**Signed:** \_\_\_\_\_, City Recorder

Ayes:

Nays:

## CITY OF OAKRIDGE

### RES. 18-2020 A RESOLUTION REPEALING AND REPLACING RES. 06-2019 THE CITY OF OAKRIDGE PUBLIC SAFETY ADVISORY COMMITTEE

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Public Safety Advisory Committee resolution; and

WHEREAS, the purpose of the Public Safety Advisory Committee is to advise and make recommendations to City Council regarding public safety issues to the Council and to aid City staff by providing input to aid in the development of public safety policies and procedures;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Public Safety Advisory Committee is hereby established. The committee shall consist of seven (7) voting members: (6) citizens within the emergency response area, with at least three (3) of the citizens residing within Oakridge city limits and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): Chief of Police or designee, Fire Chief or designee, Hazeldell Rural Fire Protection District designated by their board, City of Westfir designated by their board, Oakridge School District designated by the Superintendent, Public Works Director or designee. The Committee may involve additional people as adjunct, non-voting advisors for special projects based on expertise. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

**SECTION 2: TERM:** The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040

Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041

Seat 7: Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Four (4) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

**SECTION 4: RESPONSIBILITIES:** The responsibilities of the Public Safety Advisory Committee shall be as follows:

1. To advise the City Council and make recommendations regarding public safety policy, service levels, fiscal budgetary impacts, and sustain safe, healthy and livable neighborhoods.
2. To advise Council on educating the community about public safety and health issues, concerns and programs.
3. To review and recommend public safety and health policies and plans.
4. To facilitate Oakridge community involvement in public safety and health and increase citizen awareness of both.
5. In line with the above stated objectives, the following are examples of issues for the Public Safety Advisory Committee:
  - a. Advise the City Council on:
    - i. Disaster preparedness
    - ii. Emergency management
    - iii. Emergency Medical Services
    - iv. Fire and Rescue services
    - v. Police services
    - vi. Public safety at city facilities
    - vii. Public safety legislation
    - viii. Post-incident management
    - ix. Traffic Management
  - b. Identify public safety and health needs in Oakridge.
  - c. Develop educational programs and materials to increase community awareness.
  - d. Organize and conduct public forums on public safety and health agencies.
  - e. Promote opportunities for citizens to assist public safety agencies through volunteer activities like: Neighborhood Watch Program, volunteer firefighters, police reserve program, community emergency response teams, Red Cross volunteers and Search and Rescue.
6. Other activities, within the scope of the committee, as assigned by City Council.
7. Keep records of minutes for each meeting per ORS. 192.650
8. Annual reports will be completed in the fourth-quarter of the calendar year.
9. Reports or recommendations of the Public Safety Advisory Committee shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.

**SECTION 5: CONDUCT:** A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

**PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_ .**



**APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_,  
DAY OF \_\_\_\_\_.**

**Signed:** \_\_\_\_\_, Mayor

**ATTEST:**

**Signed:** \_\_\_\_\_, City Recorder

Ayes:

Nays:

## CITY OF OAKRIDGE

### RES. 19-2020 A RESOLUTION REPEALING AND REPLACING RES. 1-2015 THE CITY OF OAKRIDGE RURAL TOURISM MARKETING PROGRAM ADVISORY COMMITTEE

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Rural Tourism Marketing Program Advisory Committee resolutions; and

WHEREAS, the purpose of the Rural Tourism Marketing Program Advisory Committee is to be an advisory body to the Council and to aid City staff by providing assistance in the preparation of policies and rules for the Rural Tourism Marketing Program Advisory Committee for ratification by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Oakridge City Council as follows:

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Rural Tourism Marketing Program Advisory Committee is hereby established. The committee shall consist of seven (7) voting members: six (6) citizens at large and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): City Administrator, City Finance Director. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from voting and non-voting members.

**SECTION 2: TERM:** The Citizen at large members of the Committee shall be appointed for three (3) year staggered terms. Members may be appointed to a seat for less than three (3) years, if an appointee is filling a vacant seat in which a previous member resigned. The City Councilor representative shall serve for their elected term. Seat appointments will follow the outlined years:

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039

Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040

Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041

Seat 7: Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Four (4) voting members of the Committee shall constitute a quorum. A simple majority vote from voting members shall be required to take any action. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting.

**SECTION 4: RESPONSIBILITIES:** The responsibilities of the Rural Tourism Marketing Program Advisory Committee shall be as follows:

1. Reviewing, prioritizing and submitting all requests for Rural Tourism Marketing Program funds to the City Council for approval.
2. Other activities, within the scope of the committee, as assigned by City Council.
3. Keep records of minutes for each meeting per ORS. 192.650
4. Annual reports will be completed in the fourth-quarter of the calendar year.
5. Reports or recommendations of the Rural Tourism Marketing Program Advisory Committee shall be in writing, considered advisory in nature and shall not be binding on the Mayor or City Council.

**SECTION 5: CONDUCT:** A member of the Committee may be removed from the Committee by the City Council for misconduct or non-performance of duties at the request of the Committee members via a simple majority vote. A voting member who misses three consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the Chairperson as soon as possible.

**PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_ .**

**APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_,  
DAY OF \_\_\_\_\_.**

**Signed:** \_\_\_\_\_, Mayor

ATTEST:

**Signed:** \_\_\_\_\_, City Recorder

Ayes:

Nays: