January 19, 2023 at 6:00pm City Council Meeting Audio/Video Teleconference Oakridge City Hall & Zoom 48318 E. 1st Street Oakridge OR, 97463 REGULAR MEETING



1. CALL MEETING TO ORDER

2. Pledge of Allegiance

3. Roll Call

4. Additions, Corrections or Adjustments to the Agenda

5. Public Comment

Individual speakers must be recognized by the presiding officer, provide their name and address, and are allowed up to 3 minutes to speak. The Council will not engage in discussion or make any decisions based on public comment. The Council may take comments under advisement for discussion and action at a future Council meeting.

6. Mayor Comments / Announcements / Proclamations

6.1 Oakridge Library Bookmark Contest award winners

7. Council Comments / Announcements

8. Consent Agenda

8.1 Minutes from previous City Council meeting(s) on: 10/20/22, 11/3/22, 11/17/22, and 1/5/23

9. Business from the City Council

- 9.1 City Attorney Contract Increase
- 9.2 City Hall Window Bids
- 9.3 Supplemental Budget
- 9.4 Brock Butterfield funding request for Bus Fair 2023
- 9.5 Concerts in the Park Fee Waiver request
- 9.6 Hills Street Turn-Around
- 9.7 CA Evaluation Summary
- **10. Business from the City Administrator**

10.1 Realtor of Record

11. Staff and Board/Committee/Commission Reports

- 11.1 Finance Report (Colleen Shirley)
- 11.2 Police (Chief Kevin Martin)
- 11.3 Fire (Chief Scott Hollett)
- 11.4 Public Works (Robeart Chrisman & Rick Zylstra)

12. Items removed from the Consent Agenda

13. Ordinances and Resolutions (with Public Comment)

13.1 CA Evaluation Resolution 01-2023 (1st Reading)

14. Public Hearings

15. Appointments

- 15.1 Gail Partain Planning Commission
- 15.2 Robert Woodson Library Board
- 15.3 Jeannie Cabello-Penn Library Board
- 15.4 Kevin Gobelman OEDAC
- 15.5 Rustie Ackland OEDAC
- 15.6 City Councilor appointment to Library Board
- **16. Public Comment**
- 17. Adjourn

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

- 1. On your computer, tablet or smartphone go to https://us02web.zoom.us/j/3664311610
- 2. On your telephone, dial: 669-900-9128, then enter Meeting ID: 366 431 1610.
- 3. Send comments by email to: cityadministrator@ci.oakridge.or.us_by 2pm the day of the meeting.
- 4. While discouraged due to the pandemic, you may attend in person at City Hall.

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

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.



1. CALL MEETING TO ORDER- 6:00 pm

Council Present: Mayor Christina Hollett, Councilors Bobbie Whitney, Dawn Kinyon (arrived at 6:07), Melissa Bjarnson, Michelle Coker and Jan Hooker

Staff Present:City Administrator James Cleavenger, Police Chief Kevin Martin, Finance Director Colleen Shirley
and City Recorder Jackie Taylor

2. Pledge of Allegiance

- **3. Roll Call-** Councilor Spliethof was excused
- 4. Additions, corrections or adjustments to the agenda-none
- 5. Public Comments-none
- 6. Mayor Comments / Announcements / Proclamations

Mayor Hollett-gave an update on the new council chambers.

7. Council Comments / Announcements-none

8. Consent Agenda

8.1 Minutes from7/5/22, and 7/7/22

Motion: Councilor Whitney moved to approve the consent agenda. Councilor Coker seconded the motion.

Bjarnson (aye), Hollett (aye), Whitney (aye), Coker (aye), Hooker (aye). Motion passed 5-0

9. Business from the City Council

James-read the issue.

9.1. Confirmation of New Committee Members

David Ackland-Public Safety Committee

Motion: Councilor Whitney moved to appoint David Ackland to the Public Safety Committee. Councilor Hooker seconded the motion.

Mayor Hollett (aye), Coker (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye), Whitney (aye). Motion passed 6-0.

Sheri Kendall-WAC Subcommittee

Motion: Councilor Whitney moved to confirm Sheri Kendall to the WAC Subcommittee. Councilor Coker seconded the motion.

Coker (aye), Whitney (aye), Mayor Hollett (aye), Hooker (aye), Kinyon (aye), Bjarnson (aye). Motion passed 6-0.

Barbara Counsil-Burney- Parks & Community Services Committee

Motion: Councilor Whitney moved to appoint Barbara Counsil-Burney to the Parks & Community Services Committee. Councilor Coker seconded the motion.

Kinyon (aye), Mayor Hollett (aye), Whitney (aye), Bjarnson (aye), Hooker (aye), Coker (aye). Motion passed 6-0.

9.2 Swearing in Ceremonies for Fire Chief Scott Hollett & EMS Coordinator Jim Cole & a brief presentation of Mobile Integrated Healthcare Program by Jim Cole and Chief Hollett.

James-swore in Scott Hollett as Fire Chief.

<u>Chief Hollet</u>t-swore in Jim Cole as EMS Coordinator.

9.3 Transient Warming Center Proposal (Kathy Holston)

James-read the issue.

Kathy Holston-presented the proposal for the warming center at Greenwaters Park.

Mayor Hollett-wanted to know how we would work this if someone had the building reserved.

Kathy-they will be flexible and work around that issue.

<u>Robeart</u>-brought up the concession stand at the softball field as a possible location for the warming center.

They are going to look into that option and bring this back to the council.

9.4 Sanitary Sewer Manhole Restoration Project Bid Reviews (City Engineer Ed Hodges)

James-read the issue.

Ed Hodges-explained what the project will consist of, once they get started they should be finished in a couple of days.

9.5 Hills Street turnaround Issue/Proposal (Kelly & Damien Brewer)

James-read the issue.

Kelly Brewer-gave a presentation of what she would like to see done. This has been going on since March 2022.

Ed Hodges-he presented facts, not disputes.

The Brewers are going to meet with Rick and Robeart and come to a solution.

10. Business from the City Administrator-none

11. Staff reports

Kevin-gave his staff report. The PD will have a Trunk or Treat in the parking lot on Halloween.

Scott-gave his staff report.

Robeart-gave his staff report.

- 12. Ordinances, Resolutions and Public comments-none
- 13. Public Hearings-none
- 14. Appointments-none
- 15. Public Comment
- **15. Adjourn** -8:34 PM
- Signed:

Christina Hollett, Mayor

Signed:

Jackie Taylor, City Recorder



November 3, 2022 Regular Session (Via Zoom) City Hall Conference Room 48318 E 1st Street 6:00 p.m. **MINUTES**

1. CALL MEETING TO ORDER- 6:00 pm

- Council Present: Mayor Christina Hollett, Councilors Bobbie Whitney, Dawn Kinyon, Audy Spliethof, Melissa Bjarnson, Michelle Coker (arrived at 7:41 pm) and Jan Hooker
- Staff Present: City Administrator James Cleavenger, Police Chief Kevin Martin, Finance Director Colleen Shirley and City Recorder Jackie Taylor
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Additions, corrections or adjustments to the agenda
- 5. Public Comments

<u>Karin Thompson</u>- she is applying to be one on of the committees, she is concerned that there has to be seven people to have a quorum.

Trudy Hammond- thanked everyone who helped with the HIV Alliance to get that program here.

6. Mayor Comments / Announcements / Proclamations

Mayor Hollett-thanked James for his hard work on the Town Hall.

- 7. Council Comments / Announcements-none
- 8. Consent Agenda-none
- 9. Business from the City Council

9.1 Committee Appointments

James-read the issue.

The Council asked the applicants to tell them why they want to serve on the committees and what they can bring to the committees.

Karin Thompson- Public Safety Committee

Motion: Councilor Whitney moved to appoint Karin Thompson to the Public Safety Committee. Councilor Kinyon seconded the motion.

Coker (aye), Hollett (aye), Hooker (aye), Whitney (aye), Bjarnson (aye), Kinyon (aye), Spliethof (aye). Motion passed 7-0.

Linda Dunham- Budget Committee

Motion: Councilor Whitney moved to appoint Linda Dunham to the Budget Committee. Councilor Coker seconded the motion.

Coker (aye), Spliethof (aye), Hooker (aye), Kinyon (aye), Hollett (aye), Bjarnson (aye), Whitney (aye). Motion passed 7-0

Jill Mardin- Library Board

Motion: Councilor Spliethof moved to appoint Jill Mardin to the Library Board. Councilor Kinyon seconded the motion.

Bjarnson (aye), Spliethof (aye), Whitney (aye), Hollett (aye), Kinyon (aye), Coker (aye), Hooker (aye). Motion Passed 7-0

Trudy Hammond- WAC Subcommittee and Public Safety Committee

Motion: Councilor Whitney moved to appoint Trudy Hammond to the WAC Subcommittee and to the Public Safety Committee. Councilor Coker seconded the motion.

Spliethof (aye), Kinyon (aye), Coker (aye), Whitney (aye), Hooker (aye), Bjarnson (aye), Hollett (aye). Motion passed 7-0.

9.2 Report from Audit Committee on 2021 Financial Report

Colleen-gave a report from the Audit Committee.

9.3Transient Warming Center Proposal (Kathy Holston)

James-read the issue.

Kathy Holston presented the plan to city council and staff. Due to fire codes the space at Horton Park would not work.

Motion: Councilor Whitney moved to allow the Greenwaters Community Building to be used and fees waived for the warming center this winter from 12/1/22 to 2/28/23 from 6:30 pm to 7:00 am on nights and times when it is not already reserved and the temperature is below freezing. Councilor Bjarnson seconded the motion.

Spliethof (aye), Kinyon (aye), Coker (aye), Whitney (aye), Hooker (aye), Bjarnson (aye), Hollett (aye). Motion passed 7-0.

9.4 Christmas Lights for City Hall and City Tree Funding Request

James-read the issue.

Motion: Councilor Whitney moved to allow the CA to spend \$1,770 from TRT funds to purchase lights for City Hall and the city tree and \$1,000 to rent a bucket lift if needed. Councilor Hooker seconded the motion.

Hooker (aye), Bjarnson (aye), Whitney (aye), Kinyon (aye), Hollett (aye), Coker (aye), Spliethof (aye). Motion passed 7-0.

9.5 Hills Street "Turn-around" Issue Update

Rick Zylstra-gave his report on this issue.

There was discussion with the council and staff for different options and ways to resolve this issue.

Kelly Brewer- presented her issue and reported on meetings she has had with public works.

<u>Rick</u>-it will do everyone who has worked on the Parks Master Plan and the Parks & Community Services a disservice to not follow through on the plans of the Parks Master Plan to put a walking path or park in that area.

<u>Mayor Hollet</u>t-announced that it was 8:00 pm and asked that we extend the meeting to 8:30 pm because we have a guest here for the next item and he drove here from Eugene. The council all agreed to continue.

9.6 Renewal of MOU with Rain

James-read the issue.

<u>Mayor Hollett</u>- this was an oversight and she didn't realize this needed to come before council because we were just renewing the contract. She will be more careful about these things from now on.

Motion: Councilor Whitney moved to approve the renewal of the MOU with RAIN for the next two fiscal years, 2022-2023 & 2023-2024. Councilor Hooker seconded the motion.

Whitney (aye), Hooker (aye), Hollett (aye), Spliethof (aye), Bjarnson (aye), Kinyon (aye), Hollett (aye). Motion passed 7-0.

9.7 Crosswalks & Storm Drains Art Project (UBRA/Elise O'Brien/Rick)

James-read the issue.

<u>Rick</u> -presented the project ideas and showed examples from other cities.

Motion: Councilor Whitney moved to allow City Staff and UBRA to move forward with the Crosswalks & Storm Drains Art Project. Councilor Kinyon seconded the motion.

Whitney (aye), Hooker (aye), Coker (aye), Spliethof (aye), Bjarnson (aye), Kinyon (aye), Hollett (aye). Motion passed 7-0.

10. Business from City Administrator

11. Staff Reports

11.1 Monthly Financial Report from Finance Director Colleen Shirley

<u>Colleen</u>-presented the financial report to the council.

12. Ordinances, Resolutions and Public Comments - none

13. Public Hearings-none

14. Appointments-none

15 Public Comment

Sissy Cutchen- talked about RAIN, they take advantage of small towns. She likes the ideas for the storm drain art.

<u>Trudy Hammond</u>- talked about RAIN, she was very disappointed in them in the past, she had two scheduled meetings and Raj never showed, she fell through the cracks. She wouldn't waste tax payer's dollars on it.

16. Adjourn 8:37 pm

Signed:

Christina Hollett, Mayor

Signed:

Jackie Taylor, City Recorder



November 17, 2022 Regular Session (Via Zoom) City Hall Conference Room 48318 E 1st Street 6:00 p.m. **MINUTES**

1. CALL MEETING TO ORDER- 6:00 pm

Council Present: Mayor Christina Hollett, Councilors Bobbie Whitney, Dawn Kinyon, Audy Spliethof, Michelle Coker and Jan Hooker

Staff Present: City Administrator James Cleavenger, Finance Director Colleen Shirley and City Recorder Jackie Taylor

2. Pledge of Allegiance

3. Roll Call- Councilor Bjarnson was excused.

4. Additions, corrections or adjustments to the agenda

Councilor Kinyon- add Special District Subcommittee discussion and for a later agenda item add a policy on minutes being posted.

Mayor Hollett- we will add the Special District Subcommittee discussion as 9.8

- 5. Public Comments-none
- 6. Mayor Comments / Announcements / Proclamations

<u>Mayor Hollett-</u>thanked everyone who helped get the new City Council Chambers ready.

7. Council Comments / Announcements-none

8. Consent Agenda

8.1 Minutes from previous City Council meetings on 6/28/22, 6/30/22 & 7/7/22

<u>Councilor Kinyon-</u>pulled the 7/7 minutes, she will have to watch the video before approval.

Motion: Councilor Whitney moved to approve the consent agenda. Councilor Coker seconded the motion.

Mayor Hollett (aye), Whitney (aye), Kinyon (aye), Hooker (aye), Spliethof (aye), Coker (aye). Motion passed 6-0

9. Business from the City Council

9.1 Committee appointments

Stan Barenboim- Planning Commission

James- read the issue.

Motion: Councilor Whitney moved to appoint Stan Barenboim to the Planning Commission. Councilor Spliethof seconded the motion.

Spliethof (aye), Mayor Hollett (aye), Coker (aye), Kinyon (aye), Hooker (aye), Whitney (aye). Motion passed 6-0.

Motion: Councilor Whitney moved to appoint Stan Barenboim to the vacant seat that expires through 2025. Councilor Hooker seconded the motion.

Coker (aye), Whitney (aye), Mayor Hollett (aye), Hooker (aye), Spliethof (aye), Kinyon (aye). Motion passed 6-0.

9.2 TGM Zoning Codes & Housing Needs Analysis Grants Updates

Rick-gave an update on TGM Zoning Codes & Housing Needs Analysis Grants and the processes that they will follow.

9.3 Request for use of ARPA Funds for new flooring

Colleen-read the issue.

This will include the flooring for the lobby and council chambers and all of the office area.

Motion: Councilor Spliethof moved to approve the Finance Director to use ARPA Funds for new floors in the Council Chambers. Councilor Coker seconded the motion.

Kinyon (aye), Mayor Hollett (aye), Whitney (aye), Hooker (aye), Spliethof (aye), Coker (aye). Motion passed 6-0.

9.4 Tree Lighting Festival update and Request \$300 in TRT Funds for food/beverages

James-read the issue.

Motion: Councilor Kinyon moved to approve \$300 from TRT for the Tree Lighting Ceremony. Councilor Spliethof seconded the motion.

Spliethof (aye), Coker (aye), Whitney (aye), Mayor Hollett (aye), Kinyon (aye), Hooker (aye). Motion passed 6-0.

9.5 City Council/Committees/Staff Holiday Party at the Bowling Alley

Motion: Councilor Kinyon moved to approve \$2500 from line 36 last page of the general fund for the holiday party for the 17th of December. Councilor Coker seconded the motion.

Spliethof (aye), Whitney (aye), Coker (aye), Mayor Hollett (aye), Hooker (aye), Kinyon (aye). Motion passed 6-0

9.6 Fire Department OSFM Staffing Grant Presentation

Motion: Councilor Whitney moved to allow the Fire Chief to apply for the OSFM Grant. Councilor Coker seconded the motion.

Mayor Hollett (aye), Kinyon (aye), Whitney (aye), Spliethof (aye), Coker (aye), Hooker (aye). Motion passed 6-0.

9.7 CA Evaluation process

James-read the issue.

Motion: Councilor Whitney made a motion to give the Mayor and Council President Permission to begin the CA evaluation process, the evaluations will be due by 11-28-22 at 8:00 am. Councilor Spliethof seconded the motion.

Mayor Hollett (aye), Coker (aye), Whitney (aye), Spliethof (aye) Kinyon (aye), Hooker (aye). Motion passed 6-0.

There will be an Executive Session on December 1st.

9.8 Special District Committee

Councilor Kinyon-she would like to see Mayor Hollett stay on the Special District Subcommittee when she leaves the Mayor seat.

Motion: Councilor Kinyon moved to appoint Chrissy Hollett as Special District Subcommittee Chair as of January 1, 2023. Councilor Coker seconded the motion.

Whitney (aye), Spliethof (aye), Mayor Hollett (aye), Hooker (aye), Kinyon (aye), Coker (aye). Motion Passed 6-0

10. Business from the City Administrator-none

11. Staff reports

11.1 Monthly Financial report from the Finance Director Colleen Shirley

Colleen-asked the council if they had any questions about the report and they are welcome to email her questions.

Councilor Kinyon-asked Colleen if all of the payroll reports have been filed and have all payroll liabilities been paid on time?

Colleen-yes they have.

<u>Councilor Kinyon-</u>Have you ever been asked by a superior to do something that made you uncomfortable or to present any information that is not accurate?

Colleen- no.

<u>Scott-gave the Fire Department report.</u>

James-gave the Police department and Public Works reports.

12. Ordinances, Resolutions and Public comments-none

13. Public Hearings-none

14. Executive Session under ORS 192.660 (2) (e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

15. Public Comment

<u>Trudy Hammond-</u>said the council chambers looks great.

16. Adjourn – 7:45 PM for executive session.

Signed:

Christina Hollett, Mayor

Signed:

Jackie Taylor, City Recorder



January 5, 2023 Regular Session City Hall Council Chambers and Zoom 48318 E 1st Street 6:00 p.m. **MINUTES**

1. CALL MEETING TO ORDER- 6:00 pm

Council Present:Mayor Bryan Cutchen, Councilors Dirk "Poncho" Tarman, Dawn Kinyon, Melissa Bjarnson, Michelle
Coker and Jan Hooker

Staff Present:City Administrator James Cleavenger, Police Chief Kevin Martin, Finance Director Colleen Shirley
City Recorder Jackie Taylor and Community Development Director Rick Zylstra

- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Oath of Office and Swearing-In for new Mayor and City Councilors

Jackie- gave the Oath of Office to the new Mayor and City Councilors.

5. Mayor Comments / Announcements / Proclamations

5.1 Mayor Cutchen's "State of the City" Address

Mayor Cutchen- thanked Councilor Spliethof for his service.

6. Council Comments / Announcements-none

7. Additions, Corrections or Adjustments to the Agenda

Mayor Cutchen-wants public comments after Mayor and Council comments.

Councilor Kinyon-add discussion on the annual CA review process.

8. Public Comment

Kelly Brewer Hills Street- read a letter regarding item 11.1. (Attachment)

Rustie Ackland- she applied for the OEDAC Committee a while back and hasn't heard anything.

Trudy Hammond- thanked the previous Mayor and Councilors for their service.

9. Consent Agenda

9.1 Minutes from previous City Council meeting(s) on: 12/15/22 (including 12/27 and 12/29 continuations)

Motion: Councilor Kinyon moved to approve the consent agenda. Councilor Coker seconded the motion.

Coker (aye), Cutchen (aye), Hooker (aye), Tarman (aye), Bjarnson (aye), Kinyon (aye). Motion passed 6-0

10. Business from the City Council

10.1 Election of City Council President

James-read the issue.

Motion: Councilor Hooker moved to elect Councilor Kinyon to serve as the Council President from January 5, 2023 to January 2, 2025. Councilor Coker seconded the motion.

Coker (aye), Hooker (aye), Kinyon (aye), Mayor Cutchen (aye), Bjarnson (aye), Tarman (aye). Motion passed 6-0.

10.2 Swearing of City Recorder (James Cleavenger)

Mayor Cutchen- swore in City Administrator James Cleavenger as the City Recorder.

10.3 Review of City Administrator's Contract

Mayor Cutchen-read the issue.

Councilor Kinyon-would like to revise and update the process for CA evaluations and will draft one for consideration.

Motion: Councilor Coker moved to approve the Contract Addendum to the City Administrator's Employment Contract. Councilor Kinyon seconded the motion.

Bjarnson (aye), Tarman (aye), Kinyon (aye), Coker (aye), Hooker (aye), Mayor Cutchen (abstain). Motion passed 5-0

10.4 Brock Butterfield funding and fee waiver requests for Bus Fair 2023

James-read the issue.

Brock Butterfield- gave his presentation of the event to the council.

The council wanted to postpone this item until they had time to review the TRT/RTMP funds.

Motion: Councilor Kinyon moved to postpone this agenda item until the next meeting on January 19, 2023. Councilor Hooker seconded the motion.

Mayor Cutchen (aye), Tarman (aye), Bjarnson (aye), Kinyon (aye), Coker (aye), Hooker (aye). Motion passed 6-0.

10.5 City Council Vacancy and Appointment Process

James-read the issue.

Motion: Councilor Tarman moved to approve the proposed timeline and process to appoint a new city councilor to fill Councilor Spliethof's vacant position. Councilor Coker seconded the motion.

The Vacancy will be posted immediately and due by February 5th at 5:00 pm. There will be a work session on February 9th and the Council will appoint the new councilor at the February 16th meeting.

Kinyon (aye), Hooker (aye), Tarman (aye), Mayor Cutchen (aye), Bjarnson (aye), Coker (aye). Motion passed 6-0

11. Business from the City Administrator

11.1 Hills Street Turn-Around issue update

<u>Rick Zylstra</u>-presented the issue.

The area in question is part of the Original Parks Master Plan. <u>Mayor Cutchen</u>-asked the City to bring back an agenda item with the City's position.

12. Staff and Board/Committee/Commission Reports

12.1 Admin Committee

Councilor Kinyon- reported on the Admin Committee.

12.2 Parks & Community Services Committee

<u>Rick</u>-gave an update on the Parks & Community Services Committee.

Tree City USA wants to come in and refurbish the Lost Wagon sign at GWP and they want to find a new sponsor for the amphitheater.

12.3 Public Safety Committee

<u>Councilor Coker</u>- gave an update on the Public Safety Committee.

They had a meeting last month and the next meeting will be the first week of February.

12.4 Audit Committee

<u>Councilor Kinyon- gave an update on the Audit Committee.</u>

They met maybe 4/5 times in 2022. Due to the delay in last year's audit the next audit is already late. They will meet on the 3^{rd} Monday of the month from 5 pm – 6 pm.

12.5 Charter Review Committee

<u>Councilor Kinyon</u>- gave the report for the Charter Committee. The committee has been reviewing each section to ask questions and discuss. They will go through it a second time to make suggestions for updating.

12.6 Budget Committee

No report.

12.7 Library Board

No report. This was Councilor Spliethof's board.

12.8 RTMP & TRT Committee

Councilor Kinyon-gave the report for the RTMP & TRT Committee

In the past the committee only worked with RTMP funds, now they will be working with TRT also.

12.9 Planning Commission

<u>Rick Zylstra</u>- gave a report on the Planning Commission.

12.10 OEDAC

Mayor Cutchen-gave an update on the OEDAC committee.

12.11 WAC Sub-Committee

<u>Councilor Hooke</u>r-gave the report. They haven't met since November and would like more citizen members on the Committee.

12.12 Special Fire District Sub-Committee

<u>Councilor Hooker</u>-gave the report. They currently have nine members. They are working with Steve Abel on how to proceed. They haven't met since November.

13. Ordinances, Resolutions and Public Comments

13.1 Audit Committee Resolution 06-2022 2nd reading

Motion: Councilor Hooker moved we adopt Audit Committee Resolution 06-2022, which will repeal and replace Resolutions 15-2013 and 02-2012. Councilor Bjarnson seconded the motion.

Tarman (aye), Kinyon (aye), Coker (aye), Hooker (aye), Bjarnson (aye), Mayor Cutchen (aye). Motion passed 6-0

14. Public Hearings-none

15. Appointments

15.1 Appointments of FY 22-23 Budget Officer

Motion: Councilor Kinyon moved to approve the City Administrator as the Budget Officer. Councilor Coker seconded the motion.

Tarman (aye), Hooker (aye), Coker (aye), Bjarnson (aye), Kinyon (aye), Cutchen (aye). Motion passed 6-0.

15.2 Committee Appointments (Gail Partain-Planning and Councilor Appointments to Committees)

The Planning Commission appointment is removed from the agenda because Gail Partain, the applicant was not present.

Motion: Councilor Hooker moved to appoint Councilor Tarman to the Parks & Community Services Committee. Councilor Coker seconded the motion.

Mayor Cutchen (aye), Kinyon (aye), Coker (aye), Hooker (aye), Bjarnson (aye), Tarman (aye). Motion passed. 6-0.

Motion: Councilor Tarman moved to appoint Mayor Cutchen to the Audit Committee. Councilor Bjarnson seconded the motion.

Tarman (aye), Coker (aye), Hooker (nay), Kinyon (nay), Bjarnson (nay), Mayor Cutchen (abstain). Motion failed 2-3.

Motion: Councilor Kinyon moved to appoint Councilor Bjarnson to the Audit Committee. Councilor Coker seconded the motion.

Hooker (aye), Bjarnson (aye), Tarman (aye), Coker (aye), Kinyon (aye), Mayor Cutchen (abstain). Motion passed 5-0.

16. Public Comment

Kelly Brewer- spoke about item 11.1.

17. Adjourn 7:49 pm

Signed:

Bryan Cutchen, Mayor

Signed:

James Cleavenger, City Recorder

Business of the City Council

City of Oakridge, Oregon January 19, 2023

Agenda Title: City Attorney Contract Increase	Agenda Item No: 9.1
Proposed Council Action: A motion from the floor to approve	 Exhibits: 1. Memo from City Attorneys 2. Draft 2023 City Attorney Contract Addendum 3. 2019 City Attorney Contract 4. Information on attorneys Cox & Dahlstrom

ISSUE:

The Springfield based law firm of Leahy Cox, LLP has provided our City Attorney (and limited City Prosecutor) legal services for the City of Oakridge for nearly 4 years (since March of 2019). The firm has also provided City Prosecutor services for the cities of Springfield, Cottage Grove, Junction City, and Eugene for over 10 years.

Our assigned attorneys from the firm are Matthew Dahlstrom and Matthew Cox. Dahlstrom has been practicing law in Oregon since 2015 (7 years) and is our primary City Attorney. Cox has been practicing law since 1998 (24 years) and is our primary City Prosecutor. Before joining Leahy Cox, LLP, Cox was a prosecutor for the Lane County DA's office from 1998-2004. I have provided more information about Dahlstrom & Cox from their firm's website (www.emeraldlaw.com) as attachments.

On 1/6/23, I received an email from the firm, requesting an increase in their retainer rate from \$175/hour to \$225/hour (or \$250/hour for legal services outside the normal "Statement of Work" for the City Attorney – see Section 3.2 of the 2019 Contract). According to their email, the rate increase is necessary "to better align with the prevailing rate for legal services in Lane County." They also note that this rate is still a "discount" from their normal hourly rates (for public clients who "walk in the door," etc.). Dahlstrom's typical/public rate is \$310/hour. A memo was attached to the email, as well as a draft of the proposed Addendum to their retainer contract reflecting the rate increase, and a copy of the underlying 2019 contract for their services. All three of these documents are attached as Exhibits. The current contract is ongoing (no end date), but allows for either party to cancel it at any time.

As an attorney myself, I can confirm that many attorneys charge more than 225/hour. However, a discount is common when providing ongoing legal services on retainer, and this is a 22% increase, proposed to be retroactive to 1/1/23.

OPTIONS: 1. Accept the increased rate for legal services.

- 2. Direct the CA to try to renegotiate the proposed rate increase.
- 3. Direct the CA to solicit bids from other law firms for City Attorney *and/or* City Prosecutor legal services.

FISCAL IMPACTS: 22% increase in attorney rates (from \$175/hour to \$225/hour).

STAFF RECOMMENDATION: Since the contract can be canceled by either party at any time (after giving written notice), it seems most prudent to accept their proposed rate increase, otherwise we could risk having them cancel the contract and we would be without legal services. However, the City could consider hiring another firm (for part or all of our legal services) at a later date if it seems necessary or prudent to due so.

RECOMMENDED MOTION: *"I move to accept the increased rate for legal services, as set forth in the proposed Addendum to the 2019 City Attorney contract."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 1 (Safe Community), Goal #1: Ensure a safe community by partnering to protect people, property, and the environment.

Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Theme 4 (Community Livability), Goal #3: Seek opportunities to revitalize the City's business corridors and neighborhoods to provide safe and beautiful places to live and work.

MEMORANDUM OFFICE OF CITY ATTORNEY FOR CITY OF OAKRIDGE

- DATE: January 3, 2023
- TO: City Council
- FROM: Matt Dahlstrom Matt Cox Pat Melendy Kay Hyde-Patton Alex E. Gavriilidis Ryan Baker Office of City Attorney for City of Oakridge
- RE: Retainer Contract Calendar Year 2023

Attached is a draft for City Council consideration of an Addendum to our legal services Retainer Agreement for 2023. We are requesting a continuance of our current contract, with an hourly rate increase.

We are not proposing any other changes to the Retainer Agreement besides a rate increase. Since March of 2019 when Leahy Cox, LLP became the City Attorney for Oakridge, our hourly rate has been \$175.00 per hour. This rate is well below the average for the Lane County area. We are requesting an increase to that rate to \$225.00 per hour. The new proposed rate still includes a large discount to the City of Oakridge from our standard firm rates. For context, the primary attorney contact for Oakridge, Matthew Dahlstrom's normal hourly rate is \$310.00.

As always, our firm enjoys working with the City of Oakridge and we look forward to continuing our legal representation of your organization. The assigned attorneys will continue to be Matt Dahlstrom and Matt Cox. If you have any feedback or suggestions on ways we can improve our service, please let us know.

Sincerely,

LEAHY COX, LLP

Matt Dahlstrom, Matt Cox, Pat Melendy, Kay Hyde-Patton, Alex Gavriilidis, Ryan Baker

MLD

N:\OneDrive for Business\C\City of Oakridge - Legal Services\Contracts\Leahy Cox Contract\MEMO - Retainer Contract - Calendar Year 2023.doc

CITY OF OAKRIDGE – INDEPENDENT CONTRACTOR AGREEMENT ADDENDUM OF AMENDMENT FOR LEGAL SERVICES

The City of Oakridge, Lane County, State of Oregon, an Oregon municipal corporation, hereinafter referred to as "City" and Leahy Cox, LLP, hereinafter referred to as "Leahy Cox," entered into an Independent Contractor Agreement (Agreement) on March 12, 2019, that Agreement is now amended by the Parties. The effective date of this Addendum Agreement is January 1, 2023.

The Addendum Agreement modifies the hourly rate in the underlying Agreement.

The underlying Agreement is amended in Section 3 of Exhibit A Statement of Work to now read as follows:

3. COMPENSATION

- 3.1 The City will pay the City Attorney in consideration for the foregoing services an hourly rate of **\$225.00**.
- 3.2 The City will pay for the following additional services which are considered outside the retainer and will be rendered by the City Attorney at an hourly rate of **\$250.00** per an hour for any attorney performing services under this agreement. City Attorney must notify City and receive authorization from the City Administrator prior to Attorney opening a billable file under this clause of the contract.

Except as specifically amended by this Addendum Agreement, all terms and conditions of the original Agreement dated March 12, 2019 entered into between The City of Oakridge and Leahy Cox, LLP shall remain in full force and effect.

/// /// /// /// /// IN WITNESS WHEREOF, the City of Oakridge has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and Leahy Cox, LLP has signed and executed this Agreement, both in duplicate.

Dated this _____ day of January, 2023, as authorized by motion of the City Council of Oakridge on the _____ day of January, 2023.

CITY OF OAKRIDGE

By:_____ Bryan Cutchen, Oakridge Mayor

Date: January ____, 2023

Leahy Cox, LLP

By:_____

Date: January ____, 2023

ATTEST:

_____, City Recorder

CITY OF OAKRIDGE INDEPENDENT CONTRACTOR AGREEMENT

For Legal Services – Leahy Cox, LLP

Dated: March 12, 2019

Parties: The City of Oakridge A municipal corporation in the State of Oregon PO Box 1410 Oakridge, Oregon 97463

("CITY")

and

Leahy Cox, LLP

("Independent Contractor")

Additional Independent Contractor Information:

- A. Type of Entity: Sole Proprietorship Partners Limited Liability Company Corporation
- B. Address: 188 West B Street, Building N, Springfield, Oregon 97477
- C. Telephone: (541) 746-9621
- D. Fax No: (541) 746-4109
- E. SSN or Fed. I.D. No: 93-0700427
- F. Professional License(s) No:
- G. Oregon Agency Issuing License: Oregon State Bar
- H. Foreign Contractor

(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

CITY Account Number(s) To Be Charged (Include Percentages):

Acce	unt Number Fund	-Percentage - fund
Admin	; Street	OIP
Police	; wood Stor Roo	Wester
fire	j Bike Red	Sever

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

- 1. Payment by CITY. CITY shall pay Independent Contractor according to the sum and schedule described in Exhibit A attached hereto and incorporated herein by this reference.
- 2. Services to be Performed by Independent Contractor. Independent Contractor shall perform the service described in Exhibit A.
- 3. Invoice. Monthly invoices to be sent the first week of the month to: Accounts Payable City of Oakridge, PO Box 1410, Oakridge, OR 97463 or email to <u>leahbrewcr@cuarkidgeous</u> Invoice will be paid on net 15 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this Contract #_______

- 4. Term. This Agreement is effective as of the date first set forth above and shall continue until $\frac{\Omega/\Omega}{\Omega}$, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
- 5. Sourcing. Request for Proposal ORS 279B.

6.	Points	of	Contact.
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ndependent Contractor: First Point: Matthew L. Dahlstrom, PH (541) 746-9621; mld@emeraldlaw.cor Matthew J. Cox, PH (541) 746-9621; mjc@emeraldlaw.com Joseph J. Leahy, PH (541) 746-9621, jjl@emeraldlaw.com Patrick S. Melendy, PH (541) 746-9621, psm@emeraldlaw.com CITY:

- 7. Independent Contractor Status. By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.
- 8. Conformance with Oregon Public Contracts Law (ORS Chapter 279). Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits B and C attached hereto and incorporated herein by this reference.
- 9. Work Performed. The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
- 10. Tax duties and Liabilities. Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
- 11. Reimbursement Of Expenses. Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
- 12. Materials and Supplies. Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
- 13. No Authority To Bind CITY. Independent Contractor shall have no authority to enter into contracts on behalf of CITY, it's officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
- 14. Federal Employment Status. In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided
- **15. Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent

Independent Contractor Agreement for Personal Services – Legal Services – Leahy Cox, LLP A Page 2 of 10

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Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, ioss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract, is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective or whether act, omission, or conduct of the Independent Contractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

16. Insurance.

- General Insurance. The Independent Contractor shall maintain in force for the duration of 16.1. this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section16.1 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.
- 16.2. Professional Liability. Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 16.3. Workers' Compensation. Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.
- 16.4. Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 16.5. Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax
 541-782-1081 or email city contractor city contractor contractor city contractor city contractor city contractor city contractor c

at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract._____(Contractor initials)

- 16.6. Equipment and Material. The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 16.7. Subcontractors. The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 16.8. Exception or Walvers. Any exception or walver of these requirements shall be subject to review and approval from the City' Administrator.
- 17. Termination. The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.
- 18. Non-Appropriation. The obligation to the City to make payments beyond June 30, 2020 is subject to annual appropriation. To the extent that funds are appropriated to make those payments for a given fiscal year, the full faith and credit of the City is pledged to the payments for such fiscal year. The obligation of the City to make those payment is not secured ty the unlimited taxing power of the City and is not a general obligation of the City. The City's obligation to make those payments in any year is subject to the future appropriation of funds by the City Council for the fiscal year in which the payment is due. In the event that funds are not so appropriated, payments will not be made. The failure to make a payment due to non-appropriation shall not constitute a default under this Agreement.
- 19. Rights In Data. All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The Ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
- 20. Confidentiality. During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
- 21. Assignment/Subcontract. Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of

Independent Contractor Agreement for Personal Services – Legal Services – Leahy Cox, LLP Page 4 of 10

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Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

- 22. Successors In Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 23. Compliance With All Government Regulations. Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 24. Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of either party to enforce any provision of this Agreement, the prevailing party shall be paid such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
- 25. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 26. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 27. Access To Records. CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 28. Waiver. Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 29. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- **30. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federat and State civil rights and rehabilitation statutes, rules and regulations.
- **31. Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
- 32. Choice of Law, Forum, Construction of Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

Independent Contractor Agreement for Personal Services – Legal Services – Leahy Cox, LLP Page 5 of 10

33. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF OAKRIDGE:

By:	Margt athin that
Name:	MARY KATHAYN HOLSTON
little:	MAROR.
Date:	March 12, 2019

INDEPENDENT CONTRACTOR

By:	Ken Hallald
Name:	KM HUDE-PATTON
Title:	PARTNER
Date:	March 12, 2019

MAR. 2019

EXHIBIT A

STATEMENT OF WORK

This Retainer Agreement restates, supersedes, and replaces all prior agreements between the parties concerning the provision of legal services in the manner and under the terms described in this Agreement.

The legal Firm of Leahy Cox, LLP (Independent Contractor) shall provide legal services as City Attorney and as general counsel for the City and shall be designated as "City Attorney". The contemplated services described in this Agreement are to be provided in conjunction with efforts of designated officials and staff of the City to achieve the goals of the City as determined by its Council and its City Administrator. The Agreement contemplates that the work will be assigned to the City Attorney either by the City Council or by the City Administrator. Such legal services, as enumerated below, are to be provided as City Attorney Legal Services on a monthly retainer basis, and supplemented by additional City Attorney Legal Services, as enumerated below, on an hourly basis as approved. Additional Special Counsel Legal Services will also be provided separately by the Firm or other firms on an hourly basis by separate Statements of Work for special services or as otherwise approved by the City Officials.

Act as the City Attorney administered by the City Administrator, or the City Administrator's designee. More specifically, the City Attorney shall:

- 1. **DUTIES:** The Firm will act as City Attorney and as general counsel for the City for the basic retainer provided herein and will perform the following services thereunder.
 - 1.1 The City Attorney reports to the City Council in accordance with the City Charter.
 - 1.2 Provide ongoing legal and strategic advice to the City Administrator, City Council and City departments concerning issues facing the City.
 - 1.3 Furnish representation to all regularly scheduled Council meetings and Planning Commission meetings, together with representation at other conferences or meetings upon request.
 - 1.4 Advise the City Council and staff of the City on legal, personnel, and claims issues as required, either in the form of written opinions or oral advice. A request for such assistance will ordinarily be made through department directors and in all cases only upon the express authorization of department directors or authorization of the City Administrator or City Council.
 - 1.5 Ordinances and Resolutions
 - 1.5.1 Review and approve ordinances and resolutions as requested; draft ordinances and resolutions as required.
 - 1.5.2 Ensure that current and future City ordinances comply with State statutes.
 - 1.6 Review and approve upon request all contracts and other legal documents.
 - 1.7 Draft documents of a legal nature, including but not limited to deeds, easements, contracts, and other legal agreements ensuring compliance with local, state and federal law and adequate legal protection of the City.
 - 1.8 Utilize their best efforts and ability to minimize the exposure of the City to liability and legal expenses. It is understood that the City may contract with specialized counsel, or the City's insurance carrier may assign defense counsel to defend cases on the City's behalf. The Attorney does not have responsibility for such cases but will furnish such

assistance, advice, and coordination as may be requested to assist the City's risk management program.

- 1.9 The City Attorney will provide consultation and assistance, if needed, in the retention of special counsel in the event that outside counsel or representation is found necessary.
- 1.10 The Independent Contractor shall act as "City Attorney"; however he/she may assign City Attorney duties to associate attorneys of the firm. Said associates shall be designated as Assistant City Attorneys.
- 1.11 Prosecutor Primary Backup
 - 1.11.1 The City Attorney does not have responsibility under this retainer agreement for the prosecutorial function or for the municipal court function. However, he/she will furnish such administrative assistance and advice as may be requested by the City Administrator in that area.
 - 1.11.2 Provide primary backup prosecutor services for Oakridge Municipal Prosecutor upon request.
 - 1.11.3 Due to the City Prosecutor having access to the regional Law Enforcement Data System (LEDS) the City Attorney or support staff will be required to ensure that all staff members who provide backup Prosecutor support and need who will need access or run LEDS records are able to complete and obtain LEDS certification, recertify as required LEDS and otherwise comply with all LEDS requirements. Failure to comply with LEDS requirements would result in denial of access to the LEDS system.
 - 1.11.4 All back up support shall be Criminal Justice Information System (CJIS) Certified.
- 1.12 Employ all legal and clerical support necessary to effectively carry out the work of the City Attorney's Office.
- 1.13 Meet semi-annual with City Council and provide updates on litigation issues and impending legislation.
- 1.14 Stay abreast of statutory and case law concerning city functions and notify city offices as appropriate.

2. <u>PERFORMANCE STANDARDS</u>

- 2.1 Meet with the City Administrator or his/her designee monthly.
- 2.2 Submit a monthly itemized record of the attorney name, time and services provided under this contract. Submit billings under this contract to the City on a monthly basis.
- 2.3 Maintain good standing with the state and local bar associations.
- 2.4 Graduation from a law school accredited by the American Bar Association.

3. COMPENSATION

3.1 The City will pay the City Attorney in consideration for the foregoing services an hourly rate of \$175.00.

- 3.2 The City will pay for the following additional services which are considered outside the retainer and will be rendered by the City Attorney at an hourly rate of \$200.00 per an hour for any attorney performing services under this agreement. City Attorney must notify City and receive authorization from the City Administrator prior to Attorney opening a bilable file under this clause of the contract.
 - 3.2.1 Litigation: Services in litigation shall be performed as required at the hourly rate for the attorney or attorneys involved as herein above set forth. Litigation service includes the following:
 - 3.2.1.1 Contested administrative proceedings.
 - 3.2.1.2 Contested land use proceedings.
 - 3.2.1.3 City franchise claims.
 - 3.2.1.4 Contract claims.

. .

- 3.2.1.5 Tort, EEOC, and civil rights claims.
- 3.2.1.6 Employee Grievance defense above the City Administrator hearing level.
- 3.2.2 Bond Issues: Services in connect with bond issues and other indicia of indebtedness or borrowing shall be performed by the Attorney for City at usual, customary, and reasonable charges less 10%.
- 3.2.3 Bond Counsel: If the service of bond counsel is required, as is ordinary in such cases, bond counsel compensation is not included in this matter.
- 3.2.4 Eminent Domain Services: Proceedings based on eminent domain and condemnation as the lead negotiator including negotiating services, will be provided at the regular hourly rates for the lawyers involved.
- 3.2.5 Documentation Required: In all of the above cases, the Attorney shall provide such time records and documentation as is required by the City and ordinarily maintained for the performance of such service, which services shall be billed either monthly or periodically until completion of the matter.
- 3.2.6 No service which requires payment of fees above the retainer shall be performed nor any expense incurred by the attorney without prior notification to the responsible department head or the City Administrator and City Council and approval if required.
- <u>THIRD PARTY REIMBURSEMENT</u>: Should the City seek reimbursement from third parties for any costs or services performed by City Attorney under the retainer, City Attorney shall provide documentation required validating reimbursement and said reimbursement shall be retained by the City.
- 5. <u>EXPENSES</u>: In addition to the foregoing charges for services, the City will pay upon billing the direct expenses incurred by the Attorney on behalf of the City or in connection with the performance of his duties as City Attorney and general counsel. No such expenses will be incurred without budget authorization and, if necessary, Finance Department approval.
- 6. <u>CONFLICTS OF INTEREST</u>: It is hereby understood and agreed that the Attorney is also in private practice and shall continue such practice. The Attorney will not knowingly, however, undertake any representation which would create a conflict of interest. If such a conflict should occur, the Attorney will immediately notify both the City and any other client with whom such conflict of interest exists and shall not represent any such client further in the matter involving the City. If the circumstances are such that because of the conflict the Attorney cannot represent the City, the Attorney will provide the consultation and assistance referred to in paragraph 1.1.8 above. The Attorney shall not, however, be responsible for compensation of other counsel.

Independent Contractor Agreement for Personal Services – Legal Services – Leahy Cox, LLP Page 9 of 10

CONSIGNATION CONTRACTOR OF A CONTRA

MAR. 2019

EXHIBIT B

CITY OF OAKRIDGE Independent Contractor Status

Independent contractor states and represents that contractor is an independent contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

- 1. Independent contractor provides services for remuneration; and
- Independent contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of City to specify the desired results; and
- 3. Independent contractor is customarily engaged in an independently established business; and
- 4. Independent contractor is licensed within the State of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
- 5. Independent contractor complies with at least five of the following requirements:
 - a. A business location is maintained that is separate from the business or work location of City; or is in a portion of the independent contractor's residence and that portion is used primarily for the business.
 - b. The independent contractor bears the risk of loss related to the provision of services or scope of work, such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - c. Contracted services for two or more different personal or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - d. Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - e. Possesses authority to hire persons to assist in providing their services and has the authority to fire those persons.
- 6. Independent contractor will immediately inform City in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

.....

MAR. 2019

Matthew L. Dahlstrom



Matt joined the firm in January of 2018. He graduated from Washington State University with a degree in Political Science, and received his law degree from the University of Oregon School of Law. In law school, Matt served as the Business Editor for the Oregon Review of International Law, and was a member of the Moot Court Board.

Matt's practice focuses on municipal law, business law, criminal prosecution, and family law. Prior to joining the firm, Matt practiced creditor's rights litigation with a Eugene law firm, and clerked for the Honorable R. Curtis Conover of the Lane County Circuit Court.

In his leisure time, Matt loves to travel, root on the Trail Blazers, and sample the great food of the Willamette Valley.

Areas Of Practice

• Municipal Law, Family Law, Business Law, and Criminal Prosecution

Bar Admissions - Oregon (2015)

Education

- JD, University of Oregon School of Law, Eugene, Oregon
- BA in Political Science (2012), Washington State University

Past Employment Positions

- Gordon, Aylworth & Tami P.C., Associate Attorney, 2015 to 2016
- Judicial Clerk to Lane County Circuit Court Judge Curtis Conover, 2017-2017

Matthew J. Cox



Originally from Flagstaff, Arizona, Matt Cox came to Eugene to attend the University of Oregon where he earned both his undergraduate degree and then his law degree in 1998. After graduation from law school, he began working as an Assistant District Attorney for the Lane County District Attorney's office, Criminal Division from September 1998 to April 2004. Thereafter, Matt jointed Leahy Cox, LLP (then named Harold, Leahy & Kieran).

Professionally, Matt is best known for his work in litigation (including criminal prosecution), family law, contracts, and arbitrations. In his own words, Matt identifies the one problem he is best at solving for clients is, "Helping clients to make a sound decision concerning whether or not they should settle the case or move forward with litigation. Understanding the costs and the pros / cons of litigation is a great help in explaining the situation to my clients." When asked about his professional passion, Matt is dedicated to working as a Municipal Court Prosecutor.

When not at work, Matt can be spotted spending time with his wife and daughter, running, or out on the golf course. Matt enjoys volunteering at the Willamalane Senior Center on their Senior Law Day. Other great activities Matt enjoys including crabbing on the coast, Ducks football, and river rafting.

Areas Of Practice

• Civil Litigation, Contract Law, and Elder Abuse/Financial Abuse

Bar Admissions - Oregon (1998)

Education

- JD, University of Oregon School of Law (1998)
- BA, University of Oregon

Business of the City Council

City of Oakridge, Oregon

Agenda Title: Purchase and installation of exterior windows at the city hall building.Proposed Council Action: A motion from the floor to approve	Agenda Item No: 9.2 Exhibits: 4 Bids for purchase and installation of new exterior windows. Author: Colleen Shirley

ISSUE:

The city hall building has had very little to no upkeep on it since it was built in the early 60's. With the recent help of ARPA funds we have been able to start replacing the 22 year old carpet, install ductless heating/ac units in the main rooms and replace the original fluorescent lighting fixtures along with some paint and other much needed updates. The city hall, the heart of the city has been severely neglected leaving it not far behind the fate of the WAC building. A building that is currently condemned to do lack of upkeep and the lack of funds to keep it updated enough to be used and occupied.

We have louver windows which are very insecure and have we drafts from just about every window taking away from the positive impacts of the new ductless systems. We have over 70 windows in the building which are single paned and original to the building. We have makeshift windows made of plywood put in to surround the old window ac units. They do not fit securely and every spring/summer we have birds that nest in them and leave nesting and feces matter that actually fall into the inside of the building. Our servers that backup and hold all the information to run city hall sit right below one of these windows.

This is just a few of the negative impacts of these current windows in the city hall building. This is a substantial cost but if done will prolong the life of this wonderful mid-century modern building that is the heart of Oakridge and should be saved from the fate that it is facing if we don't start taking care of it. Any business that is to be conducted in the city is done at this building. Should it not be something that we take care of? I am asking for approval of funds from the ARPA funds to do this much needed update to care for the city hall building.

FISCAL IMPACTS: All 4 bids will be provided to Council prior to the meeting. They were all submitted months ago, but recently had to be revised due to a design issue and the last revision is expected to be received on Tuesday 1/17/23, due to the MLK holiday. ARPA funding will be used for this project.

STAFF RECOMMENDATION: Approve one of the 4 bids.

RECOMMENDED MOTION: "I move to allow the Finance Director to accept the proposed bid for \$______ from ______ to purchase and install new windows at city hall using ARPA funds."

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #2: *Provide facilities and infrastructure that support current and future needs.*

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Theme 4 (Community Livability), Goal #3: Seek opportunities to revitalize the City's business corridors and neighborhoods to provide safe and beautiful places to live and work.



Design Plan

January 12th, 2023

City of Oakridge- Colleen Shirley 48318 E 1st Street Oakridge, OR 97463

PHONE: (541) 782-2258 ext 3

EMAIL: <u>colleenshirley@ci.oakridge.or.us</u>

UTILITY LOAN & REBATE PROGRAMS:

- o Check with your energy provider for any weatherization incentives
- Customer needs to apply prior to contract signing, to confirm eligibility and deadlines
- All windows at minimum reach a .30 U-Factor (aluminum excluded)

EPA LEAD BASED PAINT:



RESULTS: Negative or N/A

YEAR:

WINDOW INSTALLATION:

Full Fin Application Installed as a Standard

- Foam injected insulation at R.O., where possible, to assist in preventing sound, water & air infiltration
- Z-flashed where required

1979

- Paintable Lifetime Acrylic/silicone Caulking on interior as needed
- Paintable Urethane Caulking on Exterior

TERMS:

- 50% Deposit Required
- No other promotional offers or coupons can be used with offer
- Offer good for 30 days

Andrew@Abee-Windows.com

503-453-7662

ESTIMATED COLOR: Clay Interior and Exterior

WINDOW LIST:

	SIZE	OPERATION	OPTION
1)	90x53	Picture (pic)	
2)	20x52	Single Hung (sh)	
3)	55x22	Picture (pic)	
4)	55x22	Picture (pic)	
5)	90x53	Picture (pic)	
6)	20x52	Single Hung (sh)	
7)	55x22	Picture (pic)	
8)	55x22	Picture (pic)	
9)	90x53	Picture (pic)	
10)	20x52	Single Hung (sh)	
11)	55x22	Picture (pic)	
12)	55x22	Picture (pic)	
13)	90x53	Picture (pic)	
14)	20x52	Single Hung (sh)	
15)	55x22	Picture (pic)	
16)	55x22	Picture (pic)	
17)	90x53	Picture (pic)	
18)	20x52	Single Hung (sh)	
19)		Picture (pic)	
20)		Picture (pic)	
21)	90x53	Picture (pic)	
22)	20x52	Single Hung (sh)	
23)	55x22	Picture (pic)	
24)	55x22	Picture (pic)	
25)		Picture (pic)	
26)	55x22	Picture (pic)	
27)	55x22	Picture (pic)	
28)	55x22	Picture (pic)	
29)	55x22	Picture (pic)	
30)	55x22	Picture (pic)	T 1/D CL 11
31)	13x74	Picture (pic)	Tempered/ Door Side Lite
32)		Picture (pic)	Tempered/ Transom in Door
33)	13x74	Picture (pic)	Tempered/ Door Side Lite
	9 R x 111 x 25 L	Trapezoid (trap)	
	25 R x 111 x 43 L	Trapezoid (trap)	
	25 R x 111 x 43 L	Trapezoid (trap)	
37)	9 R x 111 x 25 L	Trapezoid (trap)	m in Door
38) 39)	54x11 54x11	Tempered/ Transo Tempered	
40)	54x11	Tempered	
40) 41)	55x22	Picture (pic)	
41)	55x22	Picture (pic)	
42)	55x22	Picture (pic)	
43) 44)	55x22 55x22	Picture (pic)	
45)	13x74	Picture (pic)	Tempered/ Side Lite in Door
46)	23x64	Picture (pic)	Tempered/ Transom in Door
40) 47)	13x74	Picture (pic)	Tempered/ Side Lite in Door
47) 48)	90x52	Picture (pic)	Standard Obscure Glass
48) 49)	20x52	Single Hung (sh)	
50)	55x22	Picture (pic)	
50) 51)	55x22	Picture (pic)	
51)	JUNE	orai e (pie)	

Andrew@Abee-Windows.com

52)	55x22	Picture (pic)	
53)	55x22	Picture (pic)	
<mark>54)</mark>	55x52	Picture (pic)	Lines 54 and 55 is currently one window. Opening will be split and 2 windows will be used
<mark>55)</mark>	55x52	Picture (pic)	Lines 54 and 55 is currently one window. Opening will be split and 2 windows will be used
56)	55x22	Picture (pic)	
57)	55x22	Picture (pic)	
58)	55x22	Picture (pic)	
59)	55x22	Picture (pic)	
60)	55x22	Picture (pic)	
61)	55x22	Picture (pic)	
62)	55x22	Picture (pic)	
63)	55x22	Picture (pic)	
64)	55x22	Picture (pic)	
65)	20x112	Picture (pic)	Tempered/ Side Lite in Door
66)	72x36	Picture (pic)	Tempered/ Transom in Door
67)	20x112	Picture (pic)	Tempered/ Side Lite in Door
68)	23 R x 44 x 30 L	Trapezoid (trap)	
69)	31 R 44x 36 L	Trapezoid (trap)	
70)	37 R x 44 x 44 L	Trapezoid (trap)	
71)	11x75	Picture (pic)	Tempered/ Side Lite in Door
72)	45 R x 61 x 35	Trapezoid (trap)	Tempered/ Transom in Door
73)	11x75	Picture (pic)	Tempered/ Side Lite in Door

-SPEACIAL NOTE: Highlighted lines have been removed from the estimate per customer request. Will confirm location of these openings upon final inspection.

-Each replaced window will receive new interior wood stops as needed. New wood stops will be pre-primed and ready for final paint upon completion.

-Each replaced window will receive exterior wood fill as needed, below the window frame. Wood fill will be pre-primed and ready for final paint upon completion.

-Abee Windows does not complete final paint or stain.

Andrew@Abee-Windows.com

Design Plan 1:





-Cascade Winpro Vinyl Windows

-EC+ Glass Package

-Argon Gas

-Intercept Spacer

-5 Point-Weather Striping

-Standard Charcoal Screens

-Lifetime Warranty

INSTALLED PRICE with \$30.00 off each installed window/patio door promotion included:

Total-

<u>\$55,317.00</u>

Andrew@Abee-Windows.com

503-453-7662



CCB# 105404 148 14th Street, Springfield, OR. 97477 Phone (541) 726-1027 info@emeraldvalleyweatherization.com

Oakridge City Hall 48318 E. 1st Street Oakridge, OR. 97463 Colleen Shirley 541-782-2258 x 3 colleenshirley@ci.oakridge.or.us January 17, 2023

PROPOSAL

We propose to install the following weatherization measures for the prices shown. The customer is to verify the material described in this proposal meets the energy conservation requirements for this project. Proposal is valid for 30 days.

Estimator: Gordon Rennaker

Install the following vinyl framed replacement windows/doors with LowE* glass, argon gas and screens. Refer to the enclosed map for window locations. **Brand: Milgard- Tuscany Series** Frame Color: White (interior and exterior) Grids: Not Included Glass Type: Double & Triple Pane (see attached Milgard report for rating on each window) Some windows too large for triple pane U-Factor: .25 or lower (see attached Milgard report for rating on each window)

Win.# Description (approx. sizes)

Win.#	Description (approx. sizes)
ASH STI	REET:
1	34 x 52 Single Hung (frame in separately)
2	34 x 52 Single Hung (frame in separately)
3	34 x 52 Single Hung (frame in separately)
4	34 x 52 Single Hung (frame in separately)
5	34 x 52 Single Hung (frame in separately)
6	34 x 52 Single Hung (frame in separately)
7	34 x 52 Single Hung (frame in separately)
8	34 x 52 Single Hung (frame in separately)
9	34 x 52 Single Hung with tempered glass (frame in separately)
10	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
11	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
12	53 x 21 Picture Window
13	53 x 21 Picture Window
14	53 x 21 Picture Window
15	53 x 21 Picture Window
16	53 x 21 Picture Window
17	53 x 21 Picture Window
18	53 x 21 Picture Window
19	53 x 21 Picture Window
20	53 x 21 Picture Window
21	53 x 21 Picture Window
22	53 x 21 Picture Window
23	53 x 21 Picture Window
24	61 x 21 Picture Window
25	53 x 21 Picture Window
26	53 x 21 Picture Window
27	53 x 21 Picture Window
28	53 x 21 Picture Window
FRONT	
29	72 x 36 Picture Window
30	17 x 112 Picture Window with tempered glass
31	17 x 112 Picture Window
32	43 x 28 x 22 Gable Picture Window
33	43 x 35 x 29 Gable Picture Window

- 34 42 x 42 x 36 Gable Picture Window
- 35 59 x 33 x 42 Gable Picture Window
- 11 x 74 Tempered Glass Unit (no vinyl frame or u-factor) 36
- 37 11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)



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Win. # Description (approx. sizes)

LIBR	ARY SIDE:
38	89 x 52 Picture Window
39	19 x 52 Single Hung
40	19 x 52 Single Hung
41	89 x 52 Picture Window
42	89 x 52 Picture Window
43	19 x 52 Single Hung
44	19 x 52 Single Hung
45	89 x 52 Picture Window
46	89 x 52 Picture Window
47	19 x 52 Single Hung
48	19 x 52 Single Hung
49	89 x 52 Picture Window
50	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
51	11 x 74 Tempered Glass Unit (no vinyl frame or u-factor)
52	53 x 21 Picture Window
53	53 x 21 Picture Window
54	53 x 21 Picture Window
55	53 x 21 Picture Window
56	53 x 21 Picture Window
57	53 x 21 Picture Window
58	53 x 21 Picture Window
59	53 x 21 Picture Window
60	53 x 21 Picture Window
61	53 x 21 Picture Window
62	53 x 21 Picture Window
63	53 x 21 Picture Window
64	63 x 23 Picture Window
65	53 x 21 Picture Window
66	53 x 21 Picture Window
67	53 x 21 Picture Window
68	53 x 21 Picture Window
-	SIDE:
69	112 x 24 x 8 Gable Picture Window
70	112 x 38 x 28 Gable Picture Window
71	112 x 28 x 38 Gable Picture Window

71 112 x 28 x 38 Gable Picture Window 112 x 8 x 24 Gable Picture Window 72

The bid does not include permits (city to apply and provide) Bid Price Installed...\$ 74,491.00

Deduct \$5,106.00 for triple single hungs (3 windows mulled) for #1-3, 4-6 and 7-9. Yes No Deduct \$5,228.00 for triple single hungs (3 windows mulled) for #38/39,40/41,42/43,44/45,46/47,48/49 and one lite picture windows for #52/53,54/55,56/57,58/59,60/61,62/63,65/66 and 67/68. Yes No

Payment: A 50% deposit is due to order. The remaining balance is due in full at time of completion by cash or check (ADD 2% FOR ALL DEBIT/CREDIT CARD TRANSACTIONS). A 2% monthly fee of current balance will be added every 30 days (not a finance charge). In the event any legal proceeding is commenced for the purpose of enforcing this agreement, or for collecting of any amount due, the prevailing party shall be entitled to recover reasonable attorney fees and related expenses, in addition to the costs and disbursements allowed by law. I accept this proposal and authorize Emerald Valley Weatherization, Inc. to do the work as specified above and for the prices shown. I also acknowledge receipt of the "Consumer Protection Notice" form, the "Notice of Procedure" form and the "Information Notice to Owners About Construction Liens" form.

Owner/Agent Signature

Date



CCB# 105404 148 14th Street, Springfield, OR. 97477 Phone (541) 726-1027 info@emeraldvalleyweatherization.com

Initials:
*LowE is a thin metallic coating on the inside surface of insulated-glass panels. This allows the sun's heat and light to pass through, but, at the same time, reflects radiant heat back toward its source. It can help keep your home warmer in the winter and cooler in the summer. The glass will have a tint ranging from gray to blue to green appearance-depending on the glass supplier and/or window manufacturer. Window manufacturers can change glass suppliers at any time without notice. Other factors like shade, overhangs (porches/awnings), sunlight exposure, house direction can also contribute to the different appearance in tint. This can be especially noticeable when replacing older windows/doors that currently have single pane and/or clear glass. Double pane glass options will differ in darkness and tint. Triple pane glass will be darker than double pane glass. All utility companies require LowE glass to meet the criteria of their Ioan and/or rebate incentive programs and some may require triple pane. We encourage you to visit our showroom or inquire about glass options before you purchase the windows/doors. Once windows/doors are ordered, they cannot be returned or credited.
The bid price includes hauling away old windows/doors and daily jobsite cleanup.
Unless otherwise noted above, the bid price does not reflect any utility rebates or loans, if available. The utility program offers a rebate OR loan (not both).
The customer is to pre-apply and get prior approval authorization for utility rebates or loans, if available. The approval is needed before the work can begin- the loan or approximate rebate on this proposal is not guaranteed unless you are pre-approved from your utility provider. <i>Contact your heating utility provider to pre-apply or ask us for more information.</i> **Final rebate amount to be determined by your utility company representative and will be close to the approximate amount above (varies due to measurement and rounding).
If dry rot is discovered, the customer is notified for option to repair. Or, if EVW can repair the dry rot, we will add \$85 per man-hour plus materials to final invoice. EVW can repair surface dry rot repair around windowsills and trim only.
If the home is built before 1978, the bid includes lead-based paint work safe practices as required by law.
We use paintable acrylic/silicone caulk on the interior and paintable urethane on the exterior of each window/door.
Painting and/or staining is NOT included. Touch up painting on screw/nail holes or caulking may be needed and is to be done by customer.
Your bid may or may not include trim. If your bid includes trim, all new primed trim will need to be painted by customer within six months. Any clear trim is to be stained by customer.
The customer is to routinely clean windows and door tracks and weepholes and apply caulking as needed with home maintenance.
The customer is to remove and reinstall all window/door coverings (blinds, shades, drapes, curtains, etc.). In some cases, the new windows/doors may come in farther than the old windows/doors and the existing blinds may not fit. The bid does not include new window/door coverings.
The customer is to move all interior and exterior items and furniture away from each window- roughly 3 feet of clearance. The installers will need to be inside and outside of each window. An additional labor charge of \$85 per man hour will be added to final invoice if EVW installers must move any items necessary to complete the job. Additionally, EVW will not be responsible to replace or relocate any items to their original location.
If altering any window/door frame opening (enlarge or shrink), the customer is responsible for any electrical cost (phone/cable/wiring/etc.). If any sheetrock patching is installed the customer is to tape/mud/texture/paint and finish as needed.
The bid includes Z-flashing where required.
The manufacturer warranty and order number will be provided on final invoice. MOST manufacturers offer a limited lifetime warranty to the homeowner that <i>resides</i> in the home and a 10-year warranty on rentals. For copies of warranties, please ask.
Emerald Valley Weatherization has a 5-year warranty on labor/craftsmanship.
All measurements on the bid are approximate. We will schedule a time to check the final measurements before we place the order.
If bid has more than 5 windows, then price is valid if 5 or more windows are installed.
Once the proposal is signed and the windows/doors are ordered there can be no cancellations, changes, returns, credits, or refunds.
Due to supply and demand, labor shortage, increased lead times and the lingering effects of COVID, all dates and times for all appointments, including deliveries, installs and estimates are approximate and subject to change at any moment. Thank you for your patience and understanding with the scheduling in all departments.



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

- Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed. The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- Review the Consumer Protection Notice (ORS 701.330(1)), which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- Contact a title company about obtaining a title policy that will protect you from construction lien claims.
- Find out what precautions, if any, will be taken by your contractor, lending institution, and architect to protect your project from construction liens.
- Ask the contractor to get lien waivers or lien releases from every subcontractor, materials
 provider, equipment provider, and anyone else the contractor is responsible for paying. Do this
 before you give your contractor a progress payment.
- Have a written contract with your contractor. A written contract is required for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers. The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- Should you have a dispute with your contractor, you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address:										
CONTRACTOR: CCB#:		PROPERTY OWNER:								
Print Name (as it appears on contract)		Print Name (as it appears on contract)								
Signature	Date	Signature	Date							



Notice of Procedure Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

- 1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
- 2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
- 3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offermade.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#:

Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

Signature of Authorized Representative Date

Signature

HOMEOWNER:

Date



Consumer Protection Notice

Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

tha	t consumers can take to help protect their interests.
	START OUT YOUR PROJECT RIGHT
1.	Make sure your contractor is properly licensed before you sign a contract. Visit <u>www.oregon.gov/ccb</u> , and click on the link, Check on a Contractor's License , or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law.
2	Licensing is not a guarantee of the contractor's work.
	• A license requires the contractor to maintain a surety bond and liability insurance - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
	 If your contractor is not licensed - the CCB bond and dispute resolution services will not be available to you.
3.	What you should know about bids, contracts, and change orders:
	• Bids - Do not automatically accept the lowest bid - A low bid may make it necessary for the con- tractor to use lower quality materials and to cut corners in workmanship.
	• Contracts and Change Orders - Always get it in writing. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
	 Contracts should be as detailed as possible - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
	 Read and understand your contract before signing it - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
4.	Additional contract information you should know:
	 A Payment Schedule - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
	 Special Note on Liens - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at <u>www.oregon.gov/ccb</u>, or contact an attorney.
	• Warranty on new residential construction - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
5.	If you should have a problem with your contractor - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.
	Visit the CCB website at for more information on having a successful project.

ebsite at for more information on having a succ www.oregon.gov/ccb

CONTRACTOR: CCB#:

PROPERTY OWNER:

Signature

Date

Signature

P.O.	ng Address BOX 21002 ene, OR 974			Mark & Co.							Office Address: 157 S.47 th Street Springfield OR 97478				
	ES Quote C	Ê	Ý				The Window Company Your Neighbors Recommend								
Nan Add City Res	e 1110 ne 0a) Iress <u>48</u> <u>0 0ak</u> . Phone . Phone	<u>3318</u> J ridge	E 1St OR	Cell Phone	9 541	2 <u>146</u> -85	Shi 03	irle 04	15	Lice	FAX Consed	: 541- CB # • Boi	-689-2830 -461-2309 119715 nded • Insured <u>e • OR</u> • US		
	WINDO	DWS/F	PATIO	DOORS	-			R							
	WIDTH	HEIGHT	TYPE	LOCATION	GRIDS	OBSCURE	TEMPERED	PATIO DOOR	EXTERIOR TRIM	INTERIOR TRIM			ESTIMATE		
1	46	2°	PW										523		
2	40	2°	PW										523		
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Estimated time of installation _____ weeks after signed contract.

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Business of the City Council

City of Oakridge, Oregon January 19, 2023

Agenda Title: Brock Butterfield RTMP & TRT funding and fee waiver requests for	Agenda Item No: 9.4
Bus Fair 2023	Exhibit: Funding Request Memo for Bus Fair 2023 from Brock Butterfield
Proposed Council Action – Approve, deny, or modify the requests	Agenda Bill Author: CA

ISSUE:

In 2019, Brock Butterfield started the Bus Fair. During that initial event, over 1,200 people, from all over the US and even some international tourists attended this highly successful and very well advertised 1 day event. The event was postponed from 2020-2022 due to the pandemic.

This year, the Bus Fair is scheduled for 3 days, June 23-25, 2023. The total cost to produce the event is estimated at over \$36,000.00, as per Brock Butterfield's attached 14-page memo, which was presented to during the last City Council meeting on 1/5/23. He is requesting up to \$2,500 in RTMP funds, \$10,000 in TRT funds, and \$5,900 in rental fee waiver requests. The memo also provides data on cost estimates, economic impacts, and survey results from attendees of the 2019 Bus Fair, etc. More information on the Bus Fair can be found on social media (Facebook, Instagram, and YouTube) and the event website: https://thebusfair.com

Last week, Mr. Butterfield sent Councilors an email with the following additional information:

I wanted to share a few things with you to help in your decision making process for the grant funds requested to support The Bus Fair as well as the park fees waivers.

Here is a short video I recorded this morning with a brief report and the now new challenge of sharing the Greenwaters Park due to a double booking by the City. I believe the City Administrator will be giving you more details about this before next Council meeting.* https://youtu.be/SykSw68cqxc

Official video and recap of event from 2019 featuring music written by Oakridge resident (at that time) Norm Coyer: https://thebusfair.com/index.php/the-bus-fair-videos

Photos from the 2019 event: https://thebusfair.com/index.php/2019-event-photos

Report and data from surveys collected in 2019 which was given to Council shortly after the event: https://thebusfair.com/index.php/report

I hope that all of this information can give Council an idea of the magnitude of the event and opportunity it can provide for the Oakridge community and businesses.

*It is true that the Bus Fair was inadvertently booked for the same weekend (June 23-25) as the Gravel Grinder bike race. This oversight was only discovered a week ago, and was the fault of city staff, *not* the Bus Fair or the Gravel Grinder. After extensive planning and negotiations, thye Bus Fair and the Gravel Grinder have agreed to share Greenwaters Park for their events.

Mr. Butterfield will be out of the country during the Council Meeting, but he *may* be available via Zoom to answer any questions if internet service is available. He was present in-person at the last Council meeting on 1/5/23 when this was initially presented to Council.

FISCAL IMPACT: Up to **\$18,400.00** (\$2,500.00 in RTMP funds, \$10,000.00 in TRT funds, \$5,900.00 in rental fee waivers) *As of 1/5/23, there was \$27,378.00 in RTMP and \$36,477.00 in TRT funds available.

OPTIONS: Approve, deny, or modify the requests for funding and fee waivers

RECOMMENDATION: Generally, city staff is *highly* supportive of Although staff does not support granting *all* of Mr. Butterfield's funding requests, substantial funding (at whatever amount deemed reasonable by Council) is still highly recommended, because the Bus Fair has been by far the largest tourist event in the city's recent history, which helps stimulate and sustain our economy.

RECOMMENDED MOTION: I move to approve \$______ (\$10,000 requested) in TRT funding, plus \$______ in RTMP funding (\$2,500 requested), and \$______ (\$5,900 requested) in rental fee waivers, to Brock Butterfield for the 2023 Bus Fair.

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Theme 3 (Strong Economy), Goal #2: Sustainably develop and market the recreational tourism industry in a way that benefits local business and residents.

Theme 3 (Strong Economy), Goal #3: Improve the city's economy by creating an atmosphere that is open to business.

Theme 4 (Community Livability), Goal #1: Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.

Theme 4 (Community Livability), Goal #2: Find creative ways to work with public and private partners to increase access to housing.

TRT & RTMP Reconciliation and Balances

TRT Tax						
Year	Rev	renue	Expense		Bal	ance
2019	\$	28,871.63	\$	11,635.66		
2020	\$	24,702.56	\$	14,131.51		
2021	\$	17,746.45	\$	11,845.25		
2022	\$	24,953.29	\$	21,840.32		
2023	\$	14,902.14	\$	15,245.60		
	\$	111,176.07	\$	74,698.34	\$	36,477.73

RTMP

Year	Reve	enue	Exp	oense	Bal	ance
2019	\$	18,112.00	\$	37,780.02		
2020	\$	18,850.00	\$	6,040.85		
2021	\$	18,775.00	\$	5 <i>,</i> 528.98		
2022	\$	18,743.00	\$	9,943.50		
2023	\$	19,207.00	\$	7,014.78		
	\$	93,687.00	\$	66,308.13	\$	27,378.87

As of: 1/5/2023

Business of the City Council

City of Oakridge, Oregon January 19, 2023

Agenda Title: Concerts in the Park Fee Waiver Requests	Agenda Item No: 9.5
	Exhibit: Rental Application Form
Proposed Council Action: Grant or deny the 3 fee waiver requests	Author: CA

ISSUE: Rene Gobelman of "Concerts in the Park," the 501(c)3 non-profit organization that produces the annual "Concerts in the Park" music series during the summer, is requesting fee waivers for the 3 concerts at Greenwaters Park Amphitheater on July 15, July 22, and August 12, 2023. The normal cost to rent the Amphitheater is \$500 per day (\$1,500.00 total for 3 days). No TRT or RTMP funds have been requested, just the fee waivers. Rene Gobelman will be at the City Council meeting to answer questions, and her Rental Application Form is attached as an Exhibit.

FISCAL IMPACT: \$1,500.00 (3 days of rental fees)

OPTIONS: Grant or deny up to 3 days of fee waiver requests

RECOMMENDATION: Accept

RECOMMENDED MOTION: *"I move to waive the rental fees for the Concerts in the Park series on July 15th, July 22nd, and August 12th, 2023 ."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Theme 3 (Strong Economy), Goal #2: Sustainably develop and market the recreational tourism industry in a way that benefits local business and residents.

Theme 3 (Strong Economy), Goal #3: Improve the city's economy by creating an atmosphere that is open to business.

Theme 4 (Community Livability), Goal #1: Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.

QCU 12/13/22 2:46 рм D С ПУ НАLL RCD BY:



Property Rental Application TBA

Event: CONCERTS IN THE PARK Name: RENE' C GOBELMAN Hours: 11:00 - 10:00 Open at: 12:00	$\sum_{\text{Date(s) requested:}} OR \\ AUGUST 12, 2023 \\ CR \\ Large event > 100 \\ Large event > 100 \\ AUGUST 12, 2023 \\ CR \\ C$
Contact address:	Contact phone: <u>541-606-848</u>
Facility:	Rent:
Greenwaters Picnic Shelter	\$40
Greenwaters Community Building	\$80
Greenwaters Amphitheater	\$500
Greenwaters Whole Park	\$1,000
WAC Classroom	\$25
WAC Gym	\$100
WAC Senior Lounge	\$25
OFD Community Room	\$25
Old Public Works Bldg	\$200
Osprey Park	\$100
Salmon Creek Park	\$100
Diamond View Park	\$100
OIP Park	\$300
OIP Overflow Parking	\$200

Total Fees: REQUESTING FEE WAIVER OR REDUCTION 5016

Requires Council Approva

Street closure location: Alcohol permit: ____Yes ____No Noise permit: N/A Nature of noise: Estimated distance noise will be plainly audible: Is a variance required: ___Yes ___No Variance subject to event rules (see reverse) Attach a list of all residences/businesses within 500 feet

Applicant signature: _____ Approval signature: _____

Date:	
Date:	
	OFFICE USE ONLY

Amount paid:

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

ALL EVENTS

1. You will be civilly liable for any damage or injuries that occur during, or are attributed to you or your event.

2. You will be responsible for the cleanup of the facility and for any required repairs attributed to your event.

3. The event, including clean up, must concluded by 10:00 pm or at the time approved by City Council on the application to be compliant with City ordinance.

4. The noise levels at your event cannot consistently exceed 80 decibels at the distance of 500 feet from the amplified source of the noise as measured by the Oakridge Police Department.

S. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of your facilities permit and City ordinance.

6. Events must comply with all city ordinances; failure to comply with any ordinance may result in immediate termination of your event by the Oakridge Police Department.

7. All fees must be paid prior to event.

8. The Council reserves the right not to grant or approve facility permits to your group in the future.

Groups Over 100

In addition to the above rules, the following apply to all groups over 100 people. You must attach appropriate documentation (items 8-12) at the time of application in order for it to be approved.

8. Provide a list of all businesses and residents that are located within 500 feet of the event. This must include addresses and phone numbers. Each business or resident listed must be contacted with information about the event not more than 21 days, nor less than 14 days prior to the event. The information must include contact number for further information or complaints.

9. You must provide Department of Public Safety Standards & Training (DPSST) trained security personnel during your event. One DPSST trained end easily identified person for events of 1-100 participants with a minimum two personnel on duty at all times. One additional DPSST security person is required for each additional 100 people.

10. You must submit a Medical/Safety plan for your event. Med/Safety stations must be identified during the event for events of over 200 people. Contact the Police Chief and Fire Chief for approval of plans prior to submitting. Plans must include contact information in case of emergency. You will be held financially responsible for any and all expense incurred by the City of Oakridge for medical or safety services above what you provide.

11. If admission is charged, you must reserve the entire facility for the duration of the event. 12. An insurance policy for 1 million dollars will be secured for the event with the City named as an additional insured.

I agree to abide by the above conditions and any other stipulations the City may deem necessary.

Signature Paper / Galidman Date: 12/13, 2022

/Failure to abide by the above conditions may result in sanctions including, but not limited to refusal to rent facilities, fees being due at time of reservation and inability to secure an alcohol permit.

Sanctions may be appealed to the City Council.

REQUESTING A FEE WAIVER OR REDUCTION AS A COMMUNITY NON-FOR PROFIT 501(c) 3 affirmative action institution committed to cultural diversity and comp

Business of the City Council

City of Oakridge, Oregon January 19, 2023

Agenda Title: Hills Street Turn-Around	Agenda Item No: 9.6
Proposed Council Action: A motion from the floor to approve	Exhibits: See Exhibits from previous Council meetings on this issue
	Author: Rick Zylstra

ISSUE:

During previous council meetings Mrs. Brewer has discussed the lack of a turn around on the dead end of Hills Street near her residence and is requesting to use a portion of city property across from her residence as a turn around. The city property in question contains both the City Wellfield, along with critical drinking water infrastructure, and Salmon Creek Park. During City Council meeting on November 3rd, 2022 staff introduced two separate yet similar options that create the opportunity for a turn-around that do not utilize or include the area being requested by Mrs. Brewer, yet provide for a turn-around in the same general vicinity as the one proposed by Mrs. Brewer.

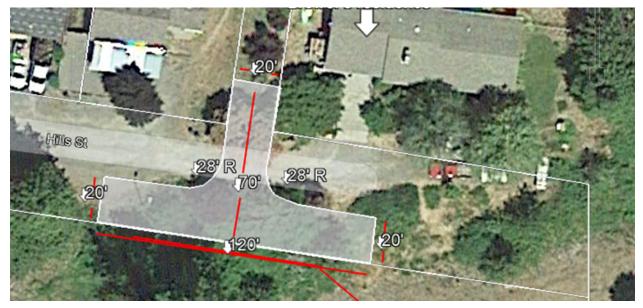
It is staff's position that we do not allow for the use of the wellfield/park for the creation of a turn-around but rather utilize the adjacent Right of Way (ROW) (see image to the right). There are two options listed below, staff preference is option #1 utilizing existing ROW as it has the ability to improve the connectivity of both Hills Street and Jasper Drive, providing a greater public benefit to the public within the general area, without incorporating the parcel with the wellfield, infrastructure and park.

Option 1 (preferred) – Graveling the alley adjacent to Mrs. Brewer's residence. The alley in question is already an established 20 ft. ROW. For reference the ROW/alley behind the Post Office and alleys that run east to west between 1st, 2nd and Commercial Street is 15ft, which is the standard alley width in Oakridge. Utilizing the ROW should also include installation of

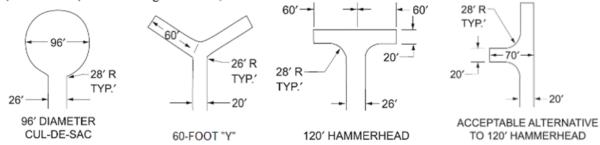


bollards for protection of a fire hydrant that is in close proximity to the alley ROW. Public Works rough estimate of the costs of option 1 including labor, materials and equipment is \$10,000

Option 2 (Secondary staff preference) - Utilize the entire ROW to install a Hammerhead style turnaround (shown at bottom image below as *Acceptable Alternative to 120' Hammerhead*)¹ within the ROW on Hills Street and the alley abutting the Brewers Property. The dimensions and style of this turn-around complies with Oregon Fire Code (OFC 503.2.5) and do not require any use of the wellfield/park property (see image below). This option does have the same need of bollards as option #1 along with the need for infill of the southern portion of the Hills Street ROW. This option could also be shifted north to accommodate topography issues. Public Works rough estimate of the costs of option 2, including labor, materials and equipment is \$11,500



DEAD END ROADS AND TURNAROUNDS: Dead end fire apparatus access roads in excess of 300 feet in length shall be provided with an approved turnaround. Diagrams of approved turnarounds are shown below: (OFC 503.2.5, D103.4 & Figure D103.1)



Option 3 – Refer back to City staff and the City Engineer for additional research.

FISCAL IMPACTS: Varies by option

STAFF RECOMMENDATION: Option 1

RECOMMENDED MOTION: "I move to approve Option #_____ to address the Hills Street turnaround issue."

STRATEGIC THEMES/GOALS INVOLVED:

Theme 1 (Safe Community), Goal #1: Ensure a safe community by partnering to protect people, property, and the environment.

Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

Theme 2 (Responsive Government), Goal #2: *Provide facilities and infrastructure that support current and future needs.*

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Theme 3 (Strong Economy), Goal #2: Sustainably develop and market the recreational tourism industry in a way that benefits local business and residents.

Theme 4 (Community Livability), Goal #3: Seek opportunities to revitalize the City's business corridors and neighborhoods to provide safe and beautiful places to live and work.

¹ Oregon Fire Code Applications Guide, Clackamas Fire District #1, Revised 5/15/21, Downloaded from Web https://clackamasfire.com/wp-content/uploads/2021/05/Fire-Code-Applications-Guide-2021.pdf

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



1/17/23

To: Oakridge City Council From: Parks & Community Services Committee

Re: Parks & Community Services Committee Recommendation regarding the Hills Street Turnaround

City Council;

On January 16, 2023, the Parks and Community Services Committee discussed the Hills Street Turn-Around issues and voted unanimously to recommend to City Council the option of **opening the existing alley/ROW from Hills to Jasper Streets for traffic**, rather than utilizing any part of the wellfield/park property for a turnaround. Their reasoning behind their decision in choosing this option was, "to create a more connected neighborhood and road system, by opening the right-of-way from Hills to Jasper Streets."

Thank you,

Rick Zylstra

Community Development Director (on behalf of the Parks & Community Services Committee)

Business of the City Council

City of Oakridge, Oregon January 19, 2023

Agenda Title: Summary of City Administrator Performance Evaluation	Agenda Item No: 9.7
	Exhibit:
Proposed Council Action: Accept or reject the CA's performance review	

ISSUE: On 12/30/22, City Council met in Executive Session to review the City Administrator's job performance. Resolution 11-2020 requires that a summary of the evaluation be given by the Mayor in a public meeting to comply with state law. Since Mayor Cutchen was not involved in the evaluation process, he is unable to provide the summary. Instead, Councilor Coker will give the summary to Council during the meeting. After the summary is provided, Council should then vote to accept or reject the performance review.

FISCAL IMPACT: None

OPTIONS: Accept or reject the City Administrator's annual job performance evaluation

RECOMMENDATION: N/A

RECOMMENDED MOTION: "I move to accept the City Administrator's Performance Review."

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #1: *In an open and transparent manner, effectively deliver services that citizens need, want, and support.* Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

Statement of Revenue and Expenditures

Revised Budget

For GENERAL FUND (100) For the Fiscal Period 2023-7 Ending January 31, 2023

count Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
evenues					
Beginning Fund Balances Revenues					
100-00-500001 Beginning Fund Balance	\$ 25,333.33 \$	0.00 \$	304,000.00 \$	0.00	100.00%
Total Beginning Fund Balances Revenues	25,333.33	0.00	304,000.00	0.00	100.00%
Property Taxes Revenues					
100-00-503400 Property Tax Revenues - Prior Levie	833.33	0.00	10,000.00	0.00	100.00%
100-00-599100 Property Tax Revenues - Current Le	105,004.00	0.00	1,260,048.00	0.00	100.00%
Total Property Taxes Revenues	105,837.33	0.00	1,270,048.00	0.00	100.00%
Franchise Fees Revenues					
100-00-504005 Franchise Fees	17,500.00	0.00	210,000.00	110,217.77	47.52%
Total Franchise Fees Revenues	17,500.00	0.00	210,000.00	110,217.77	47.52%
Licenses, Permits, Misc. Taxes Revenues					
100-00-503100 State Liquor Tax	4,666.67	0.00	56,000.00	28,160.99	49.71%
100-00-503150 State Marijuana Tax	1,666.67	0.00	20,000.00	0.00	100.00%
100-00-503250 ORD 924 Tax	416.67	0.00	5,000.00	0.00	100.00%
100-00-503300 Cigarette Tax	250.00	0.00	3,000.00	1,646.68	45.11%
100-00-503500 Transient Room Tax	2,833.33	0.00	34,000.00	14,902.14	56.179
100-00-504000 Telecommunications License Fee	1,250.00	0.00	15,000.00	13,477.07	10.159
100-00-504100 Licenses & Permits Fees	5,416.67	0.00	65,000.00	33,964.44	47.75%
Total Licenses, Permits, Misc. Taxes Revenues	16,500.00	0.00	198,000.00	92,151.32	53.46%
Intergovernmental Revenues Revenues					
100-00-502400 Westfir Police Services Contract	4,583.33	0.00	55,000.00	29,206.50	46.90%
100-00-507000 State Revenue Sharing	2,916.67	0.00	35,000.00	19,975.99	42.93%
100-00-507100 LRAPA Code Enforcement	4,833.00	0.00	57,996.00	38,666.80	33.339
100-00-508500 Lowell Police Serv. Contract	2,740.75	0.00	32,889.00	17,618.94	46.43%
100-00-515300 RTMP Funds	1,583.33	0.00	19,000.00	19,207.00	(1.09%
Total Intergovernmental Revenues Revenues	16,657.08	0.00	199,885.00	124,675.23	37.63%
Planning Fees and Reimbursements Revenues					
100-00-501500 Planning	166.67	0.00	2,000.00	620.00	69.00%
Total Planning Fees and Reimbursements Revenu	166.67	0.00	2,000.00	620.00	69.00%
Fines & Forfeitures Revenues					
100-00-500500 Fines & Foreitures	3,750.00	0.00	45,000.00	19,801.19	56.00%
100-00-508600 Lowell Muni Court Fines	83.33	0.00	1,000.00	0.00	100.00%
Total Fines & Forfeitures Revenues	3,833.33	0.00	46,000.00	19,801.19	56.95%
Interest Revenues					
100-00-500200 Interest	83.33	0.00	1,000.00	0.00	100.00%
100-00-500205 Interest on Property Taxes	133.33	0.00	1,600.00	0.00	100.00%
Total Interest Revenues	216.67	0.00	2,600.00	0.00	100.00%
Grants & Donations Revenues					
100-00-500300 Dividends	0.00	0.00	0.00	6,895.00	0.00%

Statement of Revenue and Expenditures

Revised Budget For GENERAL FUND (100)

For the Fiscal Period 2023-7 Ending January 31, 2023

· ··· ·		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget %
100-00-502863 American Rescue Plan Grant		0.00	0.00	0.00	11,100.00	0.00%
100-00-506000 Library Donations & Sales		125.00	0.00	1,500.00	820.24	45.32%
100-00-506500 Library SRP-Cards 4 Kids		83.33	0.00	1,000.00	0.00	100.00%
100-00-511102 Banner Bank Fundraiser		0.00	0.00	0.00	2,878.00	0.00%
100-00-513700 Parks Grants/Donations		16.67	0.00	200.00	113.26	43.37%
100-00-599800 Parks Revenues/Donations		333.33	0.00	4,000.00	0.00	100.00%
100-16-505510 Misc Library Grants		0.00	0.00	0.00	3,000.00	0.00%
Total Grants & Donations Revenues		558.33	0.00	6,700.00	24,806.50	(270.25%)
Rentals and Leases Revenues						
100-00-599700 Dead Mountain Tower Rent		583.33	0.00	7,000.00	3,450.00	50.71%
Total Rentals and Leases Revenues		583.33	0.00	7,000.00	3,450.00	50.71%
Miscellaneous Revenues						
100-00-502000 Fall Fun Night		208.33	0.00	2,500.00	0.00	100.00%
100-00-505500 Library Revenue		108.33	0.00	1,300.00	594.46	54.27%
100-00-599900 Miscellaneous Income		250.00	0.00	3,000.00	28,798.79	(859.96%)
100-00-599920 Misc Police Revenue		166.67	0.00	2,000.00	685.80	65.71%
Total Miscellaneous Revenues		733.33	0.00	8,800.00	30,079.05	(241.81%)
Charges for Services Revenues						
100-00-504010 Imposed Public Safety Fee		0.00	0.00	0.00	174,614.00	0.00%
100-00-520100 Administrative Overhead		47,841.92	0.00	574,103.00	0.00	100.00%
Total Charges for Services Revenues		47,841.92	0.00	574,103.00	174,614.00	69.58%
Total GENERAL FUND Revenues	\$	235,761.33 \$	0.00 \$	2,829,136.00 \$	580,415.06	79.48%
Expenditures						
Personal Services Expenditures						
100-11-400000 Draw	\$	0.00 \$	0.00 \$	0.00 \$	9,000.00	0.00%
100-11-400001 Health Insurance		5,395.75	0.00	64,749.00	33,187.68	48.74%
100-11-400002 PERS		7,769.25	0.00	93,231.00	33,998.54	63.53%
100-11-400003 Workers Compensation		150.00	0.00	1,800.00	0.00	100.00%
100-11-400004 Payroll Taxes		1,879.75	0.00	22,557.00	11,008.72	51.20%
100-11-400005 Overtime		166.67	0.00	2,000.00	1,969.18	1.54%
100-11-400011 City Administrator		7,114.00	0.00	85,368.00	34,802.69	59.23%
100-11-400013 Finance Director/City Recorde	r	6,304.00	0.00	75,648.00	39,640.64	47.60%
100-11-400015 LIB/AP/UB		4,143.33	0.00	49,720.00	27,861.05	43.96%
100-11-400046 Assistant Planner		4,372.17	0.00	52,466.00	38,257.69	27.08%
100-11-400049 Comm Svc's/Asst to Admin		0.00	0.00	0.00	338.19	0.00%
100-11-400081 VEBA Contributions		750.00	0.00	9,000.00	0.00	100.00%
100-11-400082 Life/LTD Insurance		41.67	0.00	500.00	48.70	90.26%
100-13-400001 Health Insurance		13,129.17	0.00	157,550.00	14,082.38	91.06%
100-13-400002 PERS		11,700.00	0.00	140,400.00	52,424.21	62.66%
100-13-400003 Workers Compensation		1,041.67	0.00	12,500.00	0.00	100.00%
100-13-400004 Payroll Taxes		2,975.00	0.00	35,700.00	15,682.52	56.07%
100-13-400005 Overtime		4,000.00	0.00	48,000.00	20,852.19	56.56%
100-13-400006 Standby		1,000.00	0.00	12,000.00	7,977.20	33.52%

Statement of Revenue and Expenditures

Revised Budget For GENERAL FUND (100) For the Fiscal Period 2023-7 Ending January 31, 2023

		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget %
	Employee Allowance	30.00	0.00	360.00	0.00	100.00%
100-13-400020		7,615.42	0.00	91,385.00	60,185.40	34.14%
100-13-400023	0	13,550.00	0.00	162,600.00	66,189.45	59.29%
100-13-400024	•	6,337.00	0.00	76,044.00	0.00	100.00%
100-13-400025	0	5,610.58	0.00	67,327.00	36,441.13	45.87%
100-13-400026	1.2	0.00	0.00	0.00	25,902.06	0.00%
100-13-400081		1,125.00	0.00	13,500.00	0.00	100.00%
100-13-400082	Life/LTD Insurance	41.67	0.00	500.00	70.43	85.91%
100-16-400003	Workers Compensation	8.33	0.00	100.00	0.00	100.00%
100-16-400004	Payroll Taxes	66.67	0.00	800.00	437.74	45.28%
100-16-400048	Library Coordinator	854.17	0.00	10,250.00	5,568.36	45.67%
100-17-400012	Public Works Personnel Services	1,691.67	0.00	20,300.00	0.00	100.00%
100-18-400022	Bldg. Manager	83.33	0.00	1,000.00	0.00	100.00%
100-99-400001	Health Care Coverage	774.67	0.00	9,296.00	4,464.54	51.97%
100-99-400002	PERS	639.75	0.00	7,677.00	3,733.37	51.37%
100-99-400003	Workers Compensation	3.00	0.00	36.00	0.00	100.00%
100-99-400004	Payroll Taxes	154.83	0.00	1,858.00	837.82	54.91%
100-99-400019	Municipal Court Clerk	1,982.75	0.00	23,793.00	11,572.77	51.36%
100-99-400081	VEBA Contributions	93.75	0.00	1,125.00	0.00	100.00%
100-99-400082	Life/LTD Insurance	4.17	0.00	50.00	12.30	75.40%
Total Personal S	ervices Expenditures	112,599.17	0.00	1,351,190.00	556,546.95	58.81%
	ices Expenditures					
	DEQ Smoke Management Grant Ex	0.00	8,089.00	0.00	34,247.50	0.00%
100-00-400220	RTMP Fund Projects	1,564.58	0.00	18,775.00	7,014.78	62.64%
100-00-400228	Transient Income Projects	2,500.00	5,969.97	30,000.00	9,215.57	69.28%
100-11-400078	ARPA Expenses	0.00	1,982.00	214,500.00	114,536.01	46.60%
100-11-400101	Materials/Supplies	1,250.00	100.02	15,000.00	10,035.08	33.10%
100-11-400104	Telephone	0.00	0.00	0.00	3,483.69	0.00%
100-11-400105	Banking/Financial Fees	166.67	0.00	2,000.00	5.14	99.74%
100-11-400106	Office Expenses/Equipment	0.00	0.00	0.00	598.40	0.00%
100-11-400107	Utilities	1,000.00	722.22	12,000.00	3,360.38	72.00%
100-11-400108	Insurance	12,500.00	41,196.72	150,000.00	126,090.18	15.94%
100-11-400110	Utilities	0.00	0.00	0.00	106.20	0.00%
100-11-400114	Advertising	66.67	0.00	800.00	437.00	45.38%
100-11-400115	Internet	0.00	0.00	0.00	679.80	0.00%
100-11-400117	Membership/Dues/Subscriptions	916.67	0.00	11,000.00	7,943.31	27.79%
	Travel/Training	166.67	0.00	2,000.00	123.75	93.81%
100-11-400122	Travel/Training City Council	83.33	0.00	1,000.00	40.00	96.00%
	Professional Services Non Legal	1,000.00	413.71	12,000.00	2,901.42	75.82%
	Accounting/Audit Services	2,916.67	0.00	35,000.00	0.00	100.00%
	Professional Services/Legal Fees	1,750.00	0.00	21,000.00	2,872.50	86.32%
	Awards/Recognitions	20.83	995.00	250.00	1,055.00	(322.00%)
	Election Expense	250.00	0.00	3,000.00	2,417.14	19.43%
	City Administrator Expense	41.67	0.00	500.00	0.00	100.00%
	Computer Equip/Supplies/Support	833.33	289.00	10,000.00	4,360.78	56.39%
				-		
	Misc.Expense/New Equipment	625.00	0.00	7,500.00	1,977.95	73.63%
	Bldg. Maintenance	416.67	411.51	5,000.00	1,921.10	61.58%
100-11-400222	Community Projects	0.00	0.00	0.00	10,000.00	0.00%

City of Oakridge Statement of Revenue and Expenditures

Revised Budget For GENERAL FUND (100) For the Fiscal Period 2023-7 Ending January 31, 2023

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
100-11-400242 Specia	al Mobility Services	1,000.00	0.00	12,000.00	6,000.00	50.00%
100-11-401052 Radio	-	0.00	0.00	0.00	1,665.96	0.00%
	sional Services Misc.	4,166.67	0.00	50,000.00	21,078.86	57.84%
	ing Services	125.00	0.00	1,500.00	288.00	80.80%
100-12-400140 Admir	•	2,739.83	0.00	32,878.00	0.00	100.00%
100-12-400156 Comp	uter Support IT	0.00	0.00	0.00	74.99	0.00%
•	ve Officers	250.00	67.70	3,000.00	67.70	97.74%
100-13-400078 ARPA	Expenses	0.00	0.00	0.00	15,594.58	0.00%
	ials/Supplies	833.33	625.71	10,000.00	3,987.55	60.12%
100-13-400104 Telepl		0.00	0.00	0.00	3,537.47	0.00%
100-13-400107 Utilitie		500.00	314.03	6,000.00	430.24	92.83%
	ership/Dues/Subscriptions	191.67	0.00	2,300.00	0.00	100.00%
	/Explorer Expense	41.67	0.00	500.00	0.00	100.00%
100-13-400120 Travel		583.33	0.00	7,000.00	400.00	94.29%
100-13-400130 Profes	0	333.33	201.00	4,000.00	3,051.11	23.72%
	sional Services/Legal Fees	0.00	0.00	0.00	612.50	0.00%
100-13-400137 Dispat	-	6,283.00	0.00	75,396.00	34,713.32	53.96%
100-13-400140 Admir		6,566.67	0.00	78,800.00	0.00	100.00%
100-13-400145 Unifor		83.33	0.00	1,000.00	0.00	100.00%
100-13-400146 Unifor		787.50	855.45	9,450.00	939.45	90.06%
	uter Equip/Supplies/Support	0.00	136.00	0.00	2,217.00	0.00%
	ment Maintenance/Repairs	125.00	0.00	1,500.00	141.66	90.56%
100-13-400162 Radio	•	291.67	125.00	3,500.00	125.00	96.43%
100-13-400166 Bldg.	-	0.00	0.00	0.00	366.20	0.00%
100-13-400168 Vehicl		500.00	445.80	6,000.00	856.56	85.72%
100-13-400169 Vehicl		500.00	353.90	6,000.00	353.90	94.10%
100-13-400172 Fuel		3,000.00	4,602.49	36,000.00	8,747.54	75.70%
	Equipment (less than \$5,000)	750.00	0.00	9,000.00	1,870.00	79.22%
100-13-400216 Anima		33.33	0.00	400.00	0.00	100.00%
	Prevention Program	33.33	0.00	400.00	0.00	100.00%
100-13-400218 Fall Fi	-	208.33	0.00	2,500.00	0.00	100.00%
100-13-400305 Public	•	416.67	384.30	5,000.00	384.30	92.31%
100-13-401052 Radio	-	516.67	0.00	6,200.00	10,184.09	(64.26%)
100-13-401200 Photo		75.00	0.00	900.00	0.00	100.00%
100-13-401201 Ammu	11	408.33	0.00	4,900.00	0.00	100.00%
100-13-401202 Invest		166.67	119.88	2,000.00	119.88	94.01%
100-13-401202 invest	•	416.67	0.00	5,000.00	0.00	100.00%
	kpense	166.67	0.00	2,000.00	0.00	100.00%
100-13-401205 Dead	•	54.17	0.00	650.00	0.00	100.00%
100-16-400101 Materi		100.00	685.49	1,200.00	1,734.08	(44.51%)
100-16-400104 Telepl		25.00	0.00	300.00	105.00	65.00%
100-16-400107 Utilitie		141.67	0.00	1,700.00	0.00	100.00%
100-16-400120 Travel		41.67	0.00	500.00	500.00	0.00%
100-16-400140 Admir	U U	416.67	0.00	5,000.00	0.00	100.00%
	uter Equip/Supplies/Support	166.67	0.00	2,000.00	2,302.03	(15.10%)
	Expense/New Equipment	75.00	0.00	900.00	596.05	(15.10%) 33.77%
100-16-400158 Misc.e		83.33	0.00	1,000.00	1,231.09	(23.11%)
100-16-400224 Summ 100-16-400226 SRP-0		25.00	0.00	300.00	500.00	(23.11%) (66.67%)
100-16-400228 SRP-0 100-16-400243 Acqus		125.00	29.00	1,500.00	1,746.14	(00.07%) (16.41%)

Statement of Revenue and Expenditures

Revised Budget

For GENERAL FUND (100) For the Fiscal Period 2023-7 Ending January 31, 2023

	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	Budget %
100-16-400244 Donatios Acquisitions	166.67	0.00	2,000.00	190.09	90.50%
100-16-400246 SIRSI System	358.33	0.00	4,300.00	4,300.00	0.00%
100-16-400248 OCLC Cataloging	0.00	0.00	0.00	391.00	0.00%
100-17-400078 ARPA Expenses	0.00	0.00	0.00	11,119.80	0.00%
100-17-400101 Materials/Supplies	708.33	830.48	8,500.00	4,511.09	46.93%
100-17-400104 Telephone	0.00	0.00	0.00	44.90	0.00%
100-17-400107 Utilities	0.00	0.00	0.00	2,164.11	0.00%
100-17-400110 Utilities	916.67	807.45	11,000.00	2,014.80	81.68%
100-17-400140 Administrative Overhead	1,909.17	0.00	22,910.00	0.00	100.00%
100-17-400166 Bldg. Maintenance	625.00	0.00	7,500.00	787.06	89.51%
100-17-400173 New Equipment	0.00	0.00	0.00	57.39	0.00%
100-18-400101 Materials/Supplies	83.33	0.00	1,000.00	0.00	100.00%
100-18-400104 Telephone	0.00	0.00	0.00	469.88	0.00%
100-18-400107 Utilities	0.00	451.86	0.00	1,564.98	0.00%
100-18-400130 Professional Services Non Legal	0.00	0.00	0.00	3,500.00	0.00%
100-18-400140 Administrative Overhead	1,095.25	0.00	13,143.00	0.00	100.00%
100-18-400166 Bldg. Maintenance	41.67	0.00	500.00	1,550.00	(210.00%)
100-18-400281 WAC State Grant	116,666.67	0.00	1,400,000.00	5,282.50	99.62%
100-99-400120 Travel/Training	18.75	0.00	225.00	375.00	(66.67%)
100-99-400131 Municipal Court Judge-Contract	1,741.67	1,695.42	20,900.00	8,477.10	59.44%
100-99-400140 Administrative Overhead	833.33	0.00	10,000.00	0.00	100.00%
100-99-400213 State Court Fees	450.00	0.00	5,400.00	(2,446.00)	145.30%
100-99-400215 Court Expenses	166.67	3,000.00	2,000.00	7,000.00	(250.00%)
Total Materials & Services Expenditures	187,198.08	75,900.11	2,460,877.00	523,298.63	78.74%
Capital Outlay Expenditures					
100-11-400300 New Equipment - Capital	0.00	0.00	0.00	877.76	0.00%
100-11-400309 Captial Outlay - Building	0.00	0.00	(114,500.00)	0.00	100.00%
100-13-400300 New Equipment - Capital	1,500.00	0.00	18,000.00	3,442.94	80.87%
100-17-400777 Park Improvement	4,166.67	0.00	50,000.00	6,080.08	87.84%
Total Capital Outlay Expenditures	5,666.67	0.00	(46,500.00)	10,400.78	122.37%
Fund Transfers Expenditures					
100-00-401006 Transfer To Street Dept.	0.00	0.00	0.00	737.65	0.00%
100-00-401016 Transfer Emergency Services	38,394.67	0.00	460,736.00	0.00	100.00%
100-00-401021 Transfer of PSF to Emergency Servi	10,000.00	0.00	120,000.00	0.00	100.00%
Total Fund Transfers Expenditures	48,394.67	0.00	580,736.00	737.65	99.87%
Total GENERAL FUND Expenditures	\$ 353,858.58 \$	75,900.11 \$	4,346,303.01 \$	1,090,984.01	74.90%
GENERAL FUND Excess of Revenues Over Expenditure		(75,900.11) \$	(1,517,167.00) \$	(510,568.95)	66.3

Statement of Revenue and Expenditures

Revised Budget For STREET FUND (230)

For the Fiscal Period 2023-7 Ending January 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Beginning Fund Balances Revenues					
230-00-500001 Beginning Fund Balance	\$ 8,872.50 \$	0.00 \$	106,470.00 \$	0.00	100.00%
Total Beginning Fund Balances Revenues	 8,872.50	0.00	106,470.00	0.00	100.00%
Licenses, Permits, Misc. Taxes Revenues					
230-00-503200 ODOT Apportionments	20,000.00	0.00	240,000.00	129,343.54	46.11%
230-00-504300 Fuel Dealer's License Fee	6,666.67	0.00	80,000.00	43,886.22	45.14%
Total Licenses, Permits, Misc. Taxes Revenues	 26,666.67	0.00	320,000.00	173,229.76	45.87%
Intergovernmental Revenues Revenues					
230-00-520600 Greenwaters/Rest Area	375.00	0.00	4,500.00	4,390.00	2.44%
230-00-520800 ODOT Small city Allotment	20,833.33	0.00	250,000.00	0.00	100.00%
Total Intergovernmental Revenues Revenues	 21,208.33	0.00	254,500.00	4,390.00	98.28%
Miscellaneous Revenues					
230-00-599900 Miscellaneous Income	83.33	0.00	1,000.00	0.00	100.00%
Total Miscellaneous Revenues	 83.33	0.00	1,000.00	0.00	100.00%
Charges for Services Revenues					
230-00-599905 Public Works Personnel Allocations	 875.00	0.00	10,500.00	0.00	100.00%
Total Charges for Services Revenues	875.00	0.00	10,500.00	0.00	100.00%
Other Financing Sources (uses) Revenues					
230-00-520900 LID#19 Rainbow Rd Assessment	0.00	0.00	0.00	10,000.00	0.00%
230-00-521000 LID#20 2nd St. Assessment	266.67	0.00	3,200.00	0.00	100.00%
230-00-521325 LID #21 N. Ash Street Assessment	100.00	0.00	1,200.00	0.00	100.00%
Total Other Financing Sources (uses) Revenues	 366.67	0.00	4,400.00	10,000.00	(127.27%)
Total STREET FUND Revenues	\$ 58,072.50 \$	0.00 \$	696,870.00 \$	187,619.76	73.08%
Expenditures					
Personal Services Expenditures					
230-00-400001 Health Care Coverage	\$ 1,441.67 \$	0.00 \$	17,300.00 \$	7,575.78	56.21%
230-00-400002 PERS	1,583.33	0.00	19,000.00	9,804.63	48.40%
230-00-400003 Workers Compensation	325.00	0.00	3,900.00	0.00	100.00%
230-00-400004 Payroll Taxes	375.00	0.00	4,500.00	2,059.70	54.23%
230-00-400005 Overtime	333.33	0.00	4,000.00	1,641.20	58.97%
230-00-400006 Standby	133.33	0.00	1,600.00	1,130.63	29.34%
230-00-400041 Utility Worker 2	583.33	0.00	7,000.00	3,530.92	49.56%
230-00-400043 Public Works Crew Leader	0.00	0.00	0.00	9,168.40	0.00%
230-00-400045 Utility Worker I	1,302.33	0.00	15,628.00	7,969.04	49.01%
230-00-400047 Utility Worker 1B	0.00	0.00	0.00	3,713.81	0.00%
230-00-400081 VEBA Contributions	187.50	0.00	2,250.00	0.00	100.00%
230-00-400082 Life/LTD Insurance	 4.17	0.00	50.00	14.22	71.56%
Total Personal Services Expenditures	 6,269.00	0.00	75,228.00	46,608.33	38.04%

Statement of Revenue and Expenditures

Revised Budget For STREET FUND (230) For the Fiscal Period 2023-7 Ending January 31, 2023

A		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget %
Materials & Services Expenditures						
230-00-400101 Materials/Supplies		2,083.33	1,028.38	25,000.00	6,755.34	72.98%
230-00-400103 Seasonal/Temp Workers		91.67	0.00	22,000.00	29,763.48	(35.29%)
230-00-400104 Telephone		0.00	0.00	1,100.00	915.72	16.75%
230-00-400107 Utilities		0.00	243.99	0.00	1,511.39	0.00%
230-00-400110 Utilities		583.33	167.49	7,000.00	1,672.67	76.10%
230-00-400120 Travel/Training		83.33	0.00	1,000.00	198.34	80.17%
230-00-400130 Professional Services Misc.		1,250.00	340.27	15,000.00	5,262.12	64.92%
230-00-400140 Administrative Overhead		2,916.67	0.00	35,000.00	0.00	100.00%
230-00-400146 Uniform Allowance		83.33	0.00	1,000.00	375.71	62.43%
230-00-400160 Equipment Maintenance/Repairs		1,666.67	41.67	20,000.00	5,537.25	72.31%
230-00-400170 Vehicle Lease		208.33	295.00	2,500.00	1,475.00	41.00%
230-00-400172 Fuel		1,333.33	1,990.85	16,000.00	4,973.73	68.91%
230-00-400173 New Equipment (less than \$5,000)		833.33	0.00	10,000.00	57.39	99.43%
230-00-400180 Rest Area		750.00	696.48	9,000.00	6,808.27	24.35%
230-00-400194 Street Repair		2,916.67	0.00	35,000.00	0.00	100.00%
230-00-400198 Street Lights		5,250.00	4,553.31	63,000.00	22,983.82	63.52%
Total Materials & Services Expenditures		20,050.00	9,357.44	262,600.00	88,290.23	66.38%
Capital Outlay Expenditures						
230-00-400300 New Equipment - Capital		4,166.67	0.00	50,000.00	0.00	100.00%
230-00-400666 Street Improvements		20,833.33	0.00	250,000.00	0.00	100.00%
Total Capital Outlay Expenditures		25,000.00	0.00	300,000.00	0.00	100.00%
Contingency/Uapp Ending Fund Balance Expendit						
230-00-401026 Contingency		2,722.33	0.00	32,668.00	0.00	100.00%
Total Contingency/Uapp Ending Fund Balance Ex		2,722.33	0.00	32,668.00	0.00	100.00%
Total STREET FUND Expenditures	\$	54,041.33 \$	9,357.44 \$	670,496.00 \$	134,898.56	79.88%
STREET FUND Excess of Revenues Over Expenditure	s \$	4,031.17 \$	(9,357.44) \$	26,374.00 \$	52,721.20	(99.90%)

Statement of Revenue and Expenditures

Revised Budget For EMERGENCY SERVICES FUND (232) For the Fiscal Period 2023-7 Ending January 31, 2023

		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget %
Revenues						
Beginning Fund Balances Revenues						
232-00-500001 Beginning Fund Balance	\$	8,333.33 \$	0.00 \$	100,000.00 \$	0.00	100.00%
Total Beginning Fund Balances Revenues		8,333.33	0.00	100,000.00	0.00	100.00%
Intergovernmental Revenues Revenues						
232-00-502800 Hazeldell Fire Contract		5,435.83	0.00	65,230.00	0.00	100.00%
232-00-502810 Fire Contracts - Westfir		1,400.00	0.00	16,800.00	8,797.75	47.63%
232-00-502815 Hazeldell - Vol Prog		1,291.67	0.00	15,500.00	0.00	100.00%
Total Intergovernmental Revenues Revenues		8,127.50	0.00	97,530.00	8,797.75	90.98%
Miscellaneous Revenues						
232-00-599900 Miscellaneous Income		166.67	0.00	2,000.00	2,505.00	(25.25%)
Total Miscellaneous Revenues		166.67	0.00	2,000.00	2,505.00	(25.25%)
Charges for Services Revenues						
232-00-502700 Fire Med		1,666.67	0.00	20,000.00	12,747.50	36.26%
232-00-540200 Service Charge		33,333.33	0.00	400,000.00	2,527.54	99.37%
232-00-540400 Ground Emergency Medical Transp		4,166.67	0.00	50,000.00	1,132.00	97.74%
Total Charges for Services Revenues		39,166.67	0.00	470,000.00	16,407.04	96.51%
Transfers Revenues						
232-00-530500 Transfer From General		38,811.33	0.00	465,736.00	0.00	100.00%
Total Transfers Revenues		38,811.33	0.00	465,736.00	0.00	100.00%
Total EMERGENCY SERVICES FUND Revenues	\$	94,605.50 \$	0.00 \$	1,135,266.00 \$	27,709.79	97.56%
_						
Expenditures						
Personal Services Expenditures	•					
232-00-400000 Draw	\$	0.00 \$	0.00 \$	0.00 \$	14,500.00	0.00%
232-00-400001 Health Care Coverage		8,375.00	0.00	100,500.00	39,138.82	61.06%
232-00-400002 PERS		13,241.67	0.00	158,900.00	72,984.20	54.07%
232-00-400003 Workers Compensation		1,250.00	0.00	15,000.00	0.00	100.00%
232-00-400004 Payroll Taxes		3,166.67	0.00	38,000.00	19,137.65	49.64%
232-00-400005 Overtime		5,833.33	0.00	70,000.00	79,026.07	(12.89%)
232-00-400009 Volunteer Life Ins.		16.67	0.00	200.00	0.00	100.00%
232-00-400016 Employee Allowance		41.67	0.00	500.00	0.00	100.00%
232-00-400050 Fire Chief		7,341.33	0.00	88,096.00	42,273.36	52.01%
232-00-400051 Volunteers		3,916.67	0.00	47,000.00	6,530.20	86.11%
232-00-400052 EMS Captain		0.00	0.00	0.00	34,869.89	0.00%
232-00-400054 EMT-Firefighter		4,708.33	0.00	56,500.00	0.00 39,671.82	100.00%
232-00-400071 Captain-Training Officer		5,958.33	0.00	71,500.00	*	44.51%
232-00-400072 Lieutenant-1		0.00	0.00	0.00	6,731.27	0.00%
232-00-400073 Lieutenant-2		5,937.50	0.00	71,250.00	41,225.30	42.14%
232-00-400081 VEBA Contributions		750.00	0.00	9,000.00	0.00	100.00%
232-00-400082 Life/LTD Insurance 232-00-400083 OSFM Seasonal Worker Grant		25.00 0.00	0.00 0.00	300.00 0.00	122.01 24,633.44	59.33% 0.00%

Statement of Revenue and Expenditures

Revised Budget For EMERGENCY SERVICES FUND (232) For the Fiscal Period 2023-7 Ending January 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Personal Services Expenditures	60,562.17	0.00	726,746.00	420,844.03	42.09%
Materials & Services Expenditures					
232-00-400101 Materials/Supplies	750.00	539.18	9,000.00	(527.46)	105.86%
232-00-400103 Seasonal/Temp Workers	10,000.00	22,167.59	120,000.00	107,297.26	10.59%
232-00-400104 Telephone	0.00	0.00	0.00	174.42	0.00%
232-00-400110 Utilities	1,250.00	3,344.67	15,000.00	8,289.01	44.74%
232-00-400111 EMS Supplies	2,000.00	475.20	24,000.00	15,060.91	37.25%
232-00-400113 Fire Fighting Supplies	333.33	361.94	4,000.00	516.99	87.08%
232-00-400117 Membership/Dues/Subscriptions	258.33	0.00	3,100.00	432.00	86.06%
232-00-400120 Travel/Training	416.67	0.00	5,000.00	4,037.47	19.25%
232-00-400130 Professional Services Misc.	687.50	1,042.16	8,250.00	5,283.66	35.96%
232-00-400137 Dispatch Services LCSO	4,343.33	0.00	52,120.00	23,700.86	54.53%
232-00-400139 Dispatch Phone Lines	65.00	0.00	780.00	0.00	100.00%
232-00-400140 Administrative Overhead	6,833.33	0.00	82,000.00	0.00	100.00%
232-00-400146 Uniform Allowance	125.00	0.00	1,500.00	0.00	100.00%
232-00-400147 Small Equipment Maint & Minor Rep	125.00	0.00	1,500.00	0.00	100.00%
232-00-400151 Health & Wellness	83.33	0.00	1,000.00	1,589.00	(58.90%
232-00-400153 Protective Clothing	83.33	174.66	1,000.00	608.16	39.18%
232-00-400155 Pagers Repair/Replace	108.33	0.00	1,300.00	0.00	100.00%
232-00-400156 Computer Equip/Supplies/Support	0.00	0.00	0.00	1,694.98	0.00%
232-00-400160 Equipment Maintenance/Repairs	0.00	0.00	0.00	141.66	0.00%
232-00-400161 Vehical Maint & Minor Repairs	1,208.33	504.92	14,500.00	5,836.24	59.75%
232-00-400162 Radio Maintenance/Repairs	83.33	125.00	1,000.00	348.90	65.11%
232-00-400163 Building/Grounds Maintenance	858.33	150.96	10,300.00	3,702.80	64.05%
232-00-400166 Bldg. Maintenance	83.33	0.00	1,000.00	231.15	76.88%
232-00-400172 Fuel	2,583.33	2,443.41	31,000.00	8,368.72	73.00%
232-00-400232 Fire Med Promotion	62.50	0.00	750.00	509.00	32.13%
232-00-400252 Billing Charge	1,350.00	0.00	16,200.00	3,887.00	76.01%
232-00-400255 GEMT Expenditures	0.00	0.00	0.00	18,888.60	0.00%
232-00-400262 Volunteers	25.00	0.00	300.00	0.00	100.00%
232-00-401052 Radios Debt Service	0.00	0.00	0.00	2,324.47	0.00%
232-00-401205 Dead Mtn. Tower Lease	0.00	0.00	0.00	2,873.02	0.00%
232-00-499900 Miscellaneous Expense	0.00	0.00	0.00	1,324.92	0.00%
Total Materials & Services Expenditures	33,716.67	31,329.69	404,600.00	216,593.74	46.47%
Capital Outlay Expenditures					
232-00-400207 HMA FEMA Generators Grant	0.00	0.00	0.00	9,981.00	0.00%
Total Capital Outlay Expenditures	0.00	0.00	0.00	9,981.00	0.00%
Contingency/Uapp Ending Fund Balance Expendit					
232-00-401026 Contingency	8,333.33	0.00	100,000.00	0.00	100.00%
Total Contingency/Uapp Ending Fund Balance Ex	8,333.33	0.00	100,000.00	0.00	100.00%
Total EMERGENCY SERVICES FUND Expenditures \$	102,612.17 \$	31,329.69 \$	1,231,346.00 \$	647,418.77	47.42%
EMERGENCY SERVICES FUND Excess of Revenues Ov \$	(8,006.67) \$	(31,329.69) \$	(96,080.00) \$	(619,708.98)	(544.99%)

Statement of Revenue and Expenditures

Revised Budget

For Water Fund - Capital Reserve Fund (245) For the Fiscal Period 2023-7 Ending January 31, 2023

	Current	Current	t	Annua	I	YTD	Remaining
Account Number	Budget	Actual	I	Budge	t	Actual	Budget %
Revenues							
Beginning Fund Balances Revenues							
245-00-500001 Beginning Fund Balance	\$ 4,503.33 \$	0.00	\$	54,040.00	\$	0.00	100.00%
Total Beginning Fund Balances Revenues	 4,503.33	0.00		54,040.00		0.00	100.00%
Transfers Revenues							
245-00-530600 Transfer From Water	2,083.33	0.00		25,000.00		0.00	100.00%
Total Transfers Revenues	 2,083.33	0.00		25,000.00		0.00	100.00%
Total Water Fund - Capital Reserve Fund Revenues	\$ 6,586.67 \$	0.00	\$	79,040.00	\$	0.00	100.00%
Expenditures							
Contingency/Uapp Ending Fund Balance Expendit							
245-00-499991 Reserved for Future Expenditure	\$ 6,586.67 \$	0.00	\$	79,040.00	\$	0.00	100.00%
Total Contingency/Uapp Ending Fund Balance Ex	 6,586.67	0.00		79,040.00		0.00	100.00%
Total Water Fund - Capital Reserve Fund Expenditure	\$ 6,586.67 \$	0.00	\$	79,040.00	\$	0.00	100.00%
Water Fund - Capital Reserve Fund Excess of Revenues	\$ 0.00 \$	0.00	\$	0.00	\$	0.00	0.00%

Statement of Revenue and Expenditures

Revised Budget For WATER BOND RESERVE FUND (321)

For the Fiscal Period 2023-7 Ending January 31, 2023

	Current	Current	Annua	I	YTD	Remaining
Account Number	Budget	Actual	Budget	t A	Actual	Budget %
Revenues						
Beginning Fund Balances Revenues						
321-00-500001 Beginning Fund Balance	\$ 10,056.92 \$	0.00	\$ 120,683.00	\$	0.00	100.00%
Total Beginning Fund Balances Revenues	10,056.92	0.00	120,683.00		0.00	100.00%
Total WATER BOND RESERVE FUND Revenues	\$ 10,056.92 \$	0.00	\$ 120,683.00	\$	0.00	100.00%
WATER BOND RESERVE FUND Excess of Revenues Ov	\$ 10,056.92 \$	0.00	\$ 120,683.00	\$	0.00	100.00%

Statement of Revenue and Expenditures

Revised Budget For INDUSTRIAL PARK FUND (390)

For the Fiscal Period 2023-7 Ending January 31, 2023

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
Beginning Fund Balances Revenues						
390-00-500001 Beginning Fund Balance	\$	26,371.67 \$	0.00 \$	316,460.00 \$	0.00	100.00%
Total Beginning Fund Balances Revenues	<u>.</u>	26,371.67	0.00	316,460.00	0.00	100.00%
Interest Revenues						
390-00-500200 Interest		91.67	0.00	1,100.00	0.00	100.00%
Total Interest Revenues		91.67	0.00	1,100.00	0.00	100.00%
Rentals and Leases Revenues						
390-00-501100 Rental Income		6,416.67	0.00	77,000.00	42,341.52	45.01%
Total Rentals and Leases Revenues		6,416.67	0.00	77,000.00	42,341.52	45.01%
Other Financing Sources (uses) Revenues						
390-00-500900 Sale of Property		0.00	0.00	0.00	750.00	0.00%
Total Other Financing Sources (uses) Revenue	s	0.00	0.00	0.00	750.00	0.00%
Total INDUSTRIAL PARK FUND Revenues	\$	32,880.00 \$	0.00 \$	394,560.00 \$	43,091.52	89.08%
Expenditures						
Personal Services Expenditures						
390-00-400001 Health Care Coverage	\$	237.50 \$	0.00 \$	2,850.00 \$	1,243.44	56.37%
390-00-400002 PERS		266.67	0.00	3,200.00	1,669.07	47.84%
390-00-400003 Workers Compensation		60.42	0.00	725.00	0.00	100.00%
390-00-400004 Payroll Taxes		60.42	0.00	725.00	347.92	52.01%
390-00-400005 Overtime		70.83	0.00	850.00	346.53	59.23%
390-00-400006 Standby		25.00	0.00	300.00	179.22	40.26%
390-00-400041 Utility Worker 2		241.67	0.00	2,900.00	1,124.88	61.21%
390-00-400043 Public Works Crew Leader		183.33	0.00	2,200.00	1,116.18	49.26%
390-00-400045 Utility Worker IA		229.17	0.00	2,750.00	1,468.00	46.62%
390-00-400047 Utility Worker 1B		191.67	0.00	2,300.00	347.32	84.90%
390-00-400081 VEBA Contributions		33.33	0.00	400.00	0.00	100.00%
390-00-400082 Life/LTD Insurance		0.00	0.00	0.00	3.12	0.00%
Total Personal Services Expenditures		1,600.00	0.00	19,200.00	7,845.68	59.14%
Materials & Services Expenditures						
390-00-400101 Materials/Supplies		458.33	271.29	5,500.00	2,254.47	59.01%
390-00-400110 Utilities		833.33	1,093.59	10,000.00	4,765.79	52.34%
390-00-400116 Marketing-City		250.00	0.00	3,000.00	0.00	100.00%
390-00-400117 Membership/Dues/Subscription	าร	50.00	0.00	600.00	0.00	100.00%
390-00-400130 Professional Services Misc.		1,250.00	190.00	15,000.00	7,566.50	49.56%
390-00-400140 Administrative Overhead		2,916.67	0.00	35,000.00	0.00	100.00%
390-00-400156 Computer Support IT		0.00	34.99	0.00	102.99	0.00%
390-00-400260 Property Taxes		958.33	0.00	11,500.00	10,449.86	9.13%
390-00-499900 Miscellaneous Expense		58.33	0.00	700.00	0.00	100.00%
Total Materials & Services Expenditures		6,775.00	1,589.87	81,300.00	25,139.61	69.08%

Statement of Revenue and Expenditures

Revised Budget

For INDUSTRIAL PARK FUND (390) For the Fiscal Period 2023-7 Ending January 31, 2023

	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	Budget %
Capital Outlay Expenditures					
390-00-400920 OIP Building	250.00	0.00	3,000.00	637.40	78.75%
Total Capital Outlay Expenditures	 250.00	0.00	3,000.00	637.40	78.75%
Contingency/Uapp Ending Fund Balance Expendit					
390-00-401026 Contingency	12,536.33	0.00	150,436.00	0.00	100.00%
Total Contingency/Uapp Ending Fund Balance Ex	 12,536.33	0.00	150,436.00	0.00	100.00%
Total INDUSTRIAL PARK FUND Expenditures	\$ 21,161.33 \$	1,589.87 \$	253,936.00 \$	33,622.69	86.76%
INDUSTRIAL PARK FUND Excess of Revenues Over Ex	\$ 11,718.67 \$	(1,589.87) \$	140,624.00 \$	9,468.83	93.27%

Statement of Revenue and Expenditures

Revised Budget For WATER FUND (620)

For the Fiscal Period 2023-7 Ending January 31, 2023

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
		Dudget	Actual	Budget	Addu	Budget //
Revenues						
Beginning Fund Balances Revenues						
620-00-500001 Beginning Fund Balance	\$	35,833.33 \$	0.00 \$	430,000.00 \$	0.00	100.00%
Total Beginning Fund Balances Revenues		35,833.33	0.00	430,000.00	0.00	100.00%
Grants & Donations Revenues						
620-00-502867 Well 2 Grant Reimbursement		20,833.33	0.00	250,000.00	0.00	100.00%
Total Grants & Donations Revenues		20,833.33	0.00	250,000.00	0.00	100.00%
Rentals and Leases Revenues						
620-00-501100 Rental Income		0.00	0.00	0.00	1,650.00	0.00%
Total Rentals and Leases Revenues		0.00	0.00	0.00	1,650.00	0.00%
Miscellaneous Revenues						
620-00-599900 Miscellaneous Income		208.33	0.00	2,500.00	1,202.25	51.91%
Total Miscellaneous Revenues		208.33	0.00	2,500.00	1,202.25	51.91%
Charges for Services Revenues						
620-00-540000 Water Service		92,418.00	0.00	1,109,016.00	638,013.42	42.47%
620-00-540100 Connection Charge		250.00	0.00	3,000.00	1,261.31	57.96%
620-00-540200 Service Charge		16.67	0.00	200.00	350.00	(75.00%)
620-00-599905 Public Works Personnel Allocations		1,583.33	0.00	19,000.00	0.00	100.00%
Total Charges for Services Revenues		94,268.00	0.00	1,131,216.00	639,624.73	43.46%
Total WATER FUND Revenues	\$	151,143.00 \$	0.00 \$	1,813,716.00 \$	642,476.98	64.58%
Expenditures						
Personal Services Expenditures						
620-00-400001 Health Care Coverage	\$	3,416.67 \$	0.00 \$	41,000.00 \$	17,920.50	56.29%
620-00-400002 PERS	Ŧ	3,500.00	0.00	42,000.00	21,402.80	49.04%
620-00-400003 Workers Compensation		366.67	0.00	4,400.00	0.00	100.00%
620-00-400004 Payroll Taxes		708.33	0.00	8,500.00	4,450.15	47.65%
620-00-400005 Overtime		833.33	0.00	10,000.00	3,575.73	64.24%
620-00-400006 Standby		333.33	0.00	4,000.00	1,753.64	56.16%
620-00-400041 Utility Worker 2		2,083.33	0.00	25,000.00	10,557.45	57.77%
620-00-400043 Public Works Crew Leader		2,600.00	0.00	31,200.00	13,586.72	56.45%
620-00-400045 Utility Worker I		2,033.33	0.00	24,400.00	10,418.19	57.30%
620-00-400047 Utility Worker 1B		1,920.83	0.00	23,050.00	9,272.28	59.77%
620-00-400081 VEBA Contributions		375.00	0.00	4,500.00	0.00	100.00%
620-00-400082 Life/LTD Insurance		8.75	0.00	105.00	32.20	69.33%
Total Personal Services Expenditures		18,179.58	0.00	218,155.00	92,969.66	57.38%
Materials & Services Expenditures						
620-00-400101 Materials/Supplies		3,250.00	1,359.69	39,000.00	11,751.84	69.87%
620-00-400103 Seasonal/Temp Workers		2,083.33	2,053.60	25,000.00	6,800.63	72.80%
620-00-400104 Telephone		0.00	0.00	0.00	1,078.50	0.00%
620-00-400106 Office Expenses		83.33	0.00	1,000.00	5.49	99.45%

City of Oakridge Statement of Revenue and Expenditures

Revised Budget For WATER FUND (620) For the Fiscal Period 2023-7 Ending January 31, 2023

<i>.</i>		Current	Current	Annual	YTD	Remaining
nt Number		Budget	Actual	Budget	Actual	Budget %
20-00-400107	Utilities	6,250.00	5,547.10	75,000.00	28,938.59	61.42%
20-00-400120	Travel/Training	208.33	0.00	2,500.00	944.48	62.22%
20-00-400130	Professional Services Misc.	1,666.67	3,291.46	20,000.00	12,042.88	39.79%
20-00-400133	Professional Services/Legal Fees	416.67	0.00	5,000.00	0.00	100.00%
20-00-400137	Dispatch Services LCSO	266.67	0.00	3,200.00	2,333.42	27.08%
20-00-400140	Administrative Overhead	12,617.83	0.00	151,414.00	0.00	100.00%
20-00-400146	Uniform Allowance	166.67	0.00	2,000.00	486.36	75.68%
20-00-400156	Computer Equip/Supplies/Support	166.67	0.00	2,000.00	1,242.69	37.87%
20-00-400160	Equipment Maintenance/Repairs	2,083.33	41.67	25,000.00	6,400.38	74.40%
20-00-400170	Vehicle Lease	208.33	295.00	2,500.00	1,475.00	41.00%
20-00-400172	Fuel	2,166.67	1,990.85	26,000.00	6,359.12	75.54%
20-00-400173	New Equipment (less than \$5,000)	833.33	0.00	10,000.00	344.33	96.56%
20-00-400177	Building Maintenance(non-capital)	416.67	0.00	5,000.00	0.00	100.009
20-00-400192	Meter Replacement	1,250.00	0.00	15,000.00	0.00	100.009
20-00-499900	Miscellaneous Expense	83.33	2,500.00	1,000.00	2,635.00	(163.50%
al Materials & S	Services Expenditures	34,217.83	17,079.37	410,614.00	82,838.71	79.83%
pital Outlay Exp	penditures					
20-00-400411	Tank 2	0.00	0.00	0.00	2,245.00	0.00
al Capital Outla	ay Expenditures	0.00	0.00	0.00	2,245.00	0.00
nd Transfers Ex	(penditures					
20-00-401045	Transfer to Wate Fund Reserve	2,083.33	0.00	25,000.00	0.00	100.009
al Fund Transfo	ers Expenditures	2,083.33	0.00	25,000.00	0.00	100.009
ot Service Expe	enditures					
20-00-401030	Debt Service - Interest Loan S05002	1,779.17	0.00	21,350.00	38,574.38	(80.68%
20-00-401031	Debt Service - Principal Loan S0500	8,500.00	0.00	102,000.00	206,019.90	(101.98%
20-00-401032	Bond Payment - Interest	858.33	0.00	10,300.00	0.00	100.009
20-00-401034	Bond Payment - Principal	625.00	0.00	7,500.00	0.00	100.009
20-00-401039	Water Loan - Tank 7 Principal Loan	3,500.00	0.00	42,000.00	132,018.42	(214.33%
20-00-401041	Water Loan - Tank 7 Interest Loan S	0.00	0.00	0.00	42,416.32	0.009
20-00-401043	Debt Service - V19009 - Interest	0.00	0.00	0.00	257.30	0.009
20-00-401047	Debt Service - V19009 - Principal	0.00	0.00	0.00	2,528.10	0.00
al Debt Service	e Expenditures	15,262.50	0.00	183,150.00	421,814.42	(130.31%
ntingency/Uapp	o Ending Fund Balance Expendit					
20-00-401026	Contingency	13,893.25	0.00	166,719.00	2,031.00	98.789
20-00-499991	Reserved for Future Expenditure	15,512.50	0.00	186,150.00	0.00	100.00%
al Contingency	//Uapp Ending Fund Balance Ex	29,405.75	0.00	352,869.00	2,031.00	99.429
ATER FUND E	xpenditures	\$ 99,149.00 \$	17,079.37 \$	1,189,788.00 \$	601,898.79	49.41%
	xpenditures		17,079.37 \$		9,788.00 \$ 3,928.00 \$	

Statement of Revenue and Expenditures

Revised Budget For WASTEWATER FUND (622) For the Fiscal Period 2023-7 Ending January 31, 2023

Account Number			Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
		1		ц			U U
Revenues							
Beginning Fund Balan	ces Revenues						
622-00-500001 Begi	nning Fund Balance	\$	33,833.33 \$	0.00 \$	406,000.00 \$	0.00	100.00%
Total Beginning Fund	Balances Revenues		33,833.33	0.00	406,000.00	0.00	100.00%
Miscellaneous Revenu	les						
622-00-599900 Misc	ellaneous Income		208.33	0.00	2,500.00	617.50	75.30%
Total Miscellaneous R	evenues		208.33	0.00	2,500.00	617.50	75.30%
Charges for Services F	Revenues						
622-00-540100 Conr	nection Charge		116.67	0.00	1,400.00	800.00	42.86%
622-00-540300 Sewe	er Service		63,651.67	0.00	763,820.00	378,692.57	50.42%
622-00-599905 Publi	ic Works Personnel Allocations		1,222.25	0.00	14,667.00	0.00	100.00%
Total Charges for Serv	rices Revenues		64,990.58	0.00	779,887.00	379,492.57	51.34%
Total WASTEWATER FUNI	D Revenues	\$	99,032.25 \$	0.00 \$	1,188,387.00 \$	380,110.07	68.01%
Expenditures							
Personal Services Exp	enditures						
622-00-400001 Heal		\$	5,750.00 \$	0.00 \$	69,000.00 \$	23,012.45	66.65%
622-00-400002 PER	•	•	4,750.00	0.00	57,000.00	24,566.35	56.90%
622-00-400003 Work			366.67	0.00	4,400.00	0.00	100.00%
622-00-400004 Payr	•		1,041.67	0.00	12,500.00	5,265.44	57.88%
622-00-400005 Over			833.33	0.00	10,000.00	4,895.70	51.04%
622-00-400006 Stan			583.33	0.00	7,000.00	3,367.21	51.90%
	y Worker 2		2,308.33	0.00	27,700.00	11,736.34	57.63%
622-00-400042 Utility			2,833.33	0.00	34,000.00	14,040.72	58.70%
•	ic Works Crew Leader		2,145.83	0.00	25,750.00	11,244.23	56.33%
	v Worker I		716.67	0.00	8,600.00	15,264.76	(77.50%)
	y Worker 1B		1,993.50	0.00	23,922.00	9,628.93	59.75%
	A Contributions		468.75	0.00	5,625.00	0.00	100.00%
622-00-400082 Life/I			27.08	0.00	325.00	120.85	62.82%
	L Stormwater Research		0.00	0.00	0.00	1,485.00	0.00%
Total Personal Service			23,818.50	0.00	285,822.00	124,627.98	56.40%
Materials & Services E	xpenditures						
622-00-400101 Mate			2,500.00	1,077.19	30,000.00	8,268.06	72.44%
622-00-400103 Seas			1,666.67	2,053.60	20,000.00	6,800.61	66.00%
622-00-400104 Telep	•		0.00	0.00	0.00	5,053.15	0.00%
622-00-400106 Offic			166.67	0.00	2,000.00	5.49	99.73%
622-00-400107 Utiliti	•		4,166.67	481.12	50,000.00	15,263.10	69.47%
622-00-400120 Trav			333.33	162.60	4,000.00	1,326.92	66.83%
	essional Services Misc.		1,750.00	712.96	21,000.00	9,849.16	53.10%
622-00-400137 Disp			258.33	0.00	3,100.00	2,333.40	24.73%
622-00-400140 Adm			8,163.17	0.00	97,958.00	0.00	100.00%
622-00-400146 Unife			125.00	0.00	1,500.00	1,065.88	28.94%
	puter Equip/Supplies/Support		233.33	21.96	2,800.00	177.54	93.66%

Statement of Revenue and Expenditures

Revised Budget For WASTEWATER FUND (622) For the Fiscal Period 2023-7 Ending January 31, 2023

		Current	Current	Annua	I YTD	Remaining
Account Number		Budget	Actual	Budge	t Actual	Budget %
622-00-400160 Equipment Maintenance/Repairs		1,416.67	281.66	17,000.00	4,738.87	72.12%
622-00-400170 Vehicle Lease		208.33	295.00	2,500.00	1,475.00	41.00%
622-00-400172 Fuel		1,666.67	1,990.86	20,000.00	6,359.13	68.20%
622-00-400173 New Equipment (less than \$5,000)	1,250.00	0.00	15,000.00	5,644.05	62.37%
622-00-400177 Building Maintenance(non-capital)		333.33	356.50	4,000.00	777.38	80.57%
622-00-400178 Sludge Program		0.00	0.00	0.00	2,900.34	0.00%
622-00-499900 Miscellaneous Expense		216.67	0.00	2,600.00	0.00	100.00%
Total Materials & Services Expenditures		24,454.83	7,433.45	293,458.00	72,038.08	75.45%
Capital Outlay Expenditures						
622-00-400300 New Equipment - Capital		0.00	9,844.00	0.00	44,705.75	0.00%
622-00-400452 Bldg. Maintenance (>\$5,000)		416.67	0.00	5,000.00	0.00	100.00%
622-00-400905 Inflow and Infiltration		8,333.33	0.00	100,000.00	10,905.00	89.09%
Total Capital Outlay Expenditures		8,750.00	9,844.00	105,000.00	55,610.75	47.04%
Debt Service Expenditures						
622-00-401032 Bond Payment - Interest		416.67	0.00	5,000.00	0.00	100.00%
622-00-401034 Bond Payment - Principal		833.33	0.00	10,000.00	0.00	100.00%
Total Debt Service Expenditures		1,250.00	0.00	15,000.00	0.00	100.00%
Contingency/Uapp Ending Fund Balance Expendi	t					
622-00-401026 Contingency		28,521.42	0.00	342,257.00	0.00	100.00%
622-00-499991 Reserved for Future Expenditure		5,391.67	0.00	64,700.00	0.00	100.00%
Total Contingency/Uapp Ending Fund Balance Ex		33,913.08	0.00	406,957.00	0.00	100.00%
Total WASTEWATER FUND Expenditures	\$	92,186.42 \$	17,277.45 \$	1,106,237.00	\$ 252,276.81	77.20%
WASTEWATER FUND Excess of Revenues Over Expe	nd \$	6,845.83 \$	(17,277.45) \$	82,150.00	\$ 127.833.26	(55.61%)

Statement of Revenue and Expenditures

Revised Budget For STORMWATER FUND (696) For the Fiscal Period 2023-7 Ending January 31, 2023

		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget %
Revenues						
Beginning Fund Balances Revenues						
696-00-500001 Beginning Fund Balance	\$	5,283.00 \$	0.00 \$	63,396.00 \$	0.00	100.00%
Total Beginning Fund Balances Revenues		5,283.00	0.00	63,396.00	0.00	100.00%
Charges for Services Revenues						
696-00-540500 Storm Water Service		4,054.00	0.00	48,648.00	22,028.49	54.72%
Total Charges for Services Revenues		4,054.00	0.00	48,648.00	22,028.49	54.72%
Total STORMWATER FUND Revenues	\$	9,337.00 \$	0.00 \$	112,044.00 \$	22,028.49	80.34%
Expenditures						
Materials & Services Expenditures						
696-00-400101 Materials/Supplies	\$	83.33 \$	0.00 \$	1,000.00 \$	100.00	90.00%
696-00-400136 Asset Management		83.33	0.00	1,000.00	0.00	100.00%
696-00-400140 Administrative Overhead		833.33	0.00	10,000.00	0.00	100.00%
696-00-400160 Equipment Maintenance/Repairs		166.67	0.00	2,000.00	0.00	100.00%
696-00-400173 New Equipment (less than \$5,000)		0.00	0.00	0.00	344.33	0.00%
Total Materials & Services Expenditures		1,166.67	0.00	14,000.00	444.33	96.83%
Contingency/Uapp Ending Fund Balance Expendit						
696-00-401026 Contingency		4,641.17	0.00	55,694.00	0.00	100.00%
Total Contingency/Uapp Ending Fund Balance Ex		4,641.17	0.00	55,694.00	0.00	100.00%
Total STORMWATER FUND Expenditures	\$	5,807.83 \$	0.00 \$	69,694.00 \$	444.33	99.36%
		• -•• /- •				
STORMWATER FUND Excess of Revenues Over Expen	d \$	3,529.17 \$	0.00 \$	42,350.00 \$	21,584.16	49.03%

City of Oakridge Statement of Revenue and Expenditures

Revised Budget

For the Fiscal Period 2023-7 Ending January 31, 2023

	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	Budget %
Total Revenues	\$ 697,475.17 \$	0.00 \$	8,369,702.00 \$	1,883,451.67	77.50%
Total Expenditures	\$ 735,403.33 \$	152,533.93 \$	8,946,840.00 \$	2,761,543.96	69.13%
Total Excess of Revenues Over Expenditures	\$ (37,928.17) \$	(152,533.93) \$	(577,138.00) \$	(878,092.29)	(52.15%)



POLICE DEPARTMENT Chief of Police, Kevin Martin 76435 Ash Street, Oakridge, OR 97463 PO Box 385, Oakridge, OR 97463 Voice: 541-782-4232 TDD: 541-782-4232 Fax: 541-782-2285 Email: kevinmartin@ci.oakridge.or.us Website: ci.oakridge.or.us

OAKRIDGE POLICE DEPARTMENT DECEMBER 2022 STAFF REPORT

Shop with a Cop, December 15th, with 10 children. Night Firearms Range Training for Officers and Reserves.

December 2022 Statistics

Total Major Cases - 16 Total Incident Reports - 216

Oakridge 14 Major Cases 172 Incident Reports

Westfir 2 Major Cases 31 Incident Reports 32 Contract Hours

Lowell 0 Major Cases 13 Incident Reports 44 Contract Hours



Emergency Services Scott Hollett Fire Chief 47592 Hwy 58, Oakridge, OR 97463 PO Box 1410, Oakridge, OR 97463 Phone 541-782-2416 Ext 302 Fax: 541-782-2414 Email: scotthollett@ci.oakridge.or.us Website: oakridgefire.us



Emergency Services Department

December 2022

Events

Breakfast with Santa Sugar Plum – Volunteer Recruitment Light Parade Toys for Tots

Training

5 Fire/EMS Drills

New Members

Part-time Staff – Matt Barnhart, Works full-time for Goshen Fire District as Battalion Chief and Training Officer. Justin Walston- Works full-time for Mid-Valley Ambulance

Adding additional part-time staff has been significantly reducing overtime for the full-time staff.

Volunteers - 3 New applicants from Sugar Plum Festival volunteer drive.

Physician Advisor- Dr. Dan Phillips has been a member since *** is now our Physician Advisor. He has already been attending the Lane County Medical Control Board and spends a few shifts a month as a volunteer on the ambulance.

Grants

OSFM Apparatus supplemental questionnaire turned in. Awards announced in February.

OSFM staffing grant turned in. Awards announced in February.

Working on; FireHouse sub grant, Assistance to Firefighter grant, OSFM fuels mitigation grant, OSFM wildland training and equipment grant.



47592 Highway 58, P.O. Box 1410, Oakridge OR 97463

Fire Department Activity report for December 2022 (updated 01-09-22)

	Oakridge	Hazeldell	Westfir	Hwy. 58	USFS	М	Y
Emerg. Med.	51	3	8	14	1	77	956
Trans. to RBH	11	1	1	1	1	15	229
Trans. to MWH	10	0	2	0	0	12	165
Trans. to UDH	1	1	0	0	0	2	16
Trans. to LZ	0	0	0	0	0	0	8
Trans. to Other	0	0	0	0	0	0	0
Trans. %	43%	67%	38%	7%	100%	38%	44%
Fires	0	0	0	0	1	1	33
Good Intent	6	2	0	0	0	8	36
Haz. Condition	0	1	0	0	0	1	5
Other Situation or False Call	0	0	0	0	0	0	30
Service Call	0	2	0	0	0	2	19
Total Calls	57	8	8	14	2		
		Overall	Total Call	s for respo	nse Area:	89	1079

2nd Out Calls – 14

3rd Out Call – 0

4th Out Call – 0

For the month

Calls by Day of Week & Time of Day

Time	Su	Мо	Tu	We	Th	Fr	Sa	М	Y
0000-0359	0	0	2	2	1	0	2	7	89
0400-0759	2	0	4	2	1	1	3	13	120
0800-1159	1	3	1	1	2	3	3	14	238
1200-1559	0	2	1	3	2	5	4	17	256
1600-1959	4	4	2	0	5	3	5	23	221
2000-2359	2	4	1	3	2	0	3	15	155
Total:	9	13	11	11	13	12	20	89	1079

Volunteer Hours for:

December

	December
Stipend EMT Coverage:	180 hours
Stipend Driver Coverage:	120 hours
Trainee Coverage:	66 hours
Drill Attendance:	18.5 hours
Association Meeting:	13.5 hours
Projects:	21.75 hours
Holiday Events:	96 hours
Total Hours by Volunteers: .	515.75 hours



47592 Highway 58, P.O. Box 1410, Oakridge OR 97463

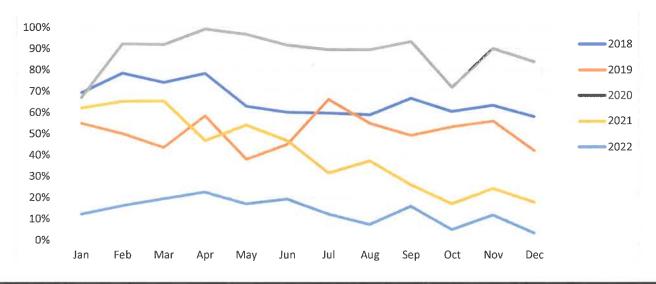
Fire Department Activity report for 2022

2022	Oakridge	Hazeldell	Westfir	Hwy. 58	USFS	Total
January	78	3	5	9	2	97
February	69	4	11	11	2	97
March	86	2	3	6	1	98
April	78	1	2	9	1	91
May	68	5	1	7	1	82
June	70	8	3	9	3	93
July	60	5	5	14	5	89
August	64	6	3	7	3	83
September	59	6	5	5	1	76
October	59	2	8	10	0	79
November	72	5	8	15	2	102
December	57	8	8	14	2	89
Grand Total:	823	55	62	116	23	1079

Fire Department Historical January – December

	Oakridge	Hazeldell	Westfir	Hwy. 58	USFS	Not Reported	Total
2018	679	46	48	104	20	20	917
2019	717	52	30	104	26	4	933
2020	652	67	45	74	28	0	866
2021	731	70	40	111	46	0	998
2022 YTD	823	55	62	116	23	0	1079
Grand Total:	3835	314	234	562	149	24	5118

Historical Data of Stipend Coverage





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

Public Works

Reporting Month: December 2022

Water Distributed: 16 Million Gallons

Waste Water Treated: 21.8 Million Gallons

Service orders: 32

Locates: 16

Waste water repairs: One, Rest area lift station failure. Repair made and spill was contained.

Water leaks: Two, Jasper street service line and Willamette way service line.

Other tasks performed: Water sampling per end of year requirements completed and reported. Meters read and delinquent accounts dealt with. Meter repairs, Valve exercising and mainline mapping. Screw press installed and operational at sewer plant, DMR completed and reported to DEQ. Sewer service line install started for 76296 Industrial Parkway completion in January. Storm water, hillside drainage and catch basin maintenance. Streets, sweeping and street sign washing. Parks, leaf removal and grounds maintenance prep for winter. Training for 2 members of the crew in Hood River to maintain certification in waste water and water.

Robeart Chrisman, Maintenance Supervisor

Business of the City Council City of Oakridge, Oregon January 19, 2023

Agenda Title: City Administrator Performance Review Criteria	Agenda Item No: 13.1
	Exhibit(s):
Proposed Council Action: A motion to adopt	(1) Draft Resolution 01-2023
the revised evaluation process	(2) Exhibit A – CA eval for council
	(3) Exhibit B – CA eval for staff
	(4) Exhibit C – CA eval process for council
	Author: Councilor Kinyon

ISSUE: Pursuant to the City Administrator's Employment Agreement, Section 7, Performance Review, the City Council must annually evaluate the City Administrator's performance. The City Council must adopt hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the hiring standards, criteria and policy directives.

BACKGROUND: The purpose of this repeal and replace resolution is:

- 1. To separate and reformat the exhibits so they are not all combined in one document to include;
 - Exhibit A is now a fillable form .pdf that can be sent to the council to do their evaluations each year.
 - Exhibit B is now a fillable form .pdf that can be sent to direct report staff to do their evaluations each year
 - Exhibit C is now a fillable form for Mayor and Council to use as a guideline for the annual process, by changing the due dates and dollar amounts for the current contract, and;
 - Exhibit C now also includes additional language setting the review period to be done prior to budget season annually.

FISCAL IMPACT: None

OPTIONS:

- (1) A public hearing on the resolution be held;
- (2) Pass the resolution to a second reading;
- (3) Reject the resolution in whole or in part; or

(continued)

- (4) A second reading of a resolution is permitted to occur at the meeting where it is introduced, and a resolution may be passed at a single meeting by a unanimous vote for passage by all members of the council present.
- (5) A non-emergency resolution takes effect on the thirtieth (30th) day after its enactment or on a later day the resolution prescribes. A resolution enacted to meet an emergency may take effect as soon as enacted or upon a date specified in the resolution which is less than thirty (30) days.

STAFF RECOMMENDATION: Option 2

RECOMMENDED MOTION: *"I move we approve the first reading of Resolution 01-2023, including Exhibit(s) A, B, and C, and pass it to our next City Council meeting for a second reading."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #1: *In an open and transparent manner, effectively deliver services that citizens need, want, and support.* Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring*

long term financial stability.

Return	to	May	vor	bv:	
neturn	ιO	IVIU	yOi	Ny.	

Councilor's Name: _____

Date: _

OAKRIDGE CITY ADMINISTRATOR PERFORMANCE REVIEW

Instructions:

This evaluation has two parts. Part I involves an evaluation of the annual performance of the City Administrator during the evaluation period of ______. Part II concerns your expectations and goals for the City Administrator during the coming year. In evaluating the Administrator's past performance, you are asked to rate that conduct according to the following categories:

NI = Needs Improvement

M = Meets Standards

E = Exceeds Standards

NO = Not observed

Place an X in the box you feel best reflects your position for each section. Following each performance standard, please provide any appropriate comments in that area.

Part I. Performance Standards

1. Personal Traits / Professionalism

NI	Μ	Е	NO

Positive attitude, self-motivating; self-confident; creative; uses common sense; professional and personal integrity; emotional stability; takes initiative; receptive to new ideas and changes; maturity in relations with others; prepares quality products; willingness to seek personal growth and development; takes consistent position with different audiences; adherence to high professional ethical standards; exercises diplomacy; demonstrates high personal integrity.

Comments:

2. City Council Relationships

NI	Μ	Ε	NO

Effectively implements policies and programs approved by City Council; reporting to City Council is timely, clear, concise, and thorough; accepts direction or instructions in a positive manner; effectively aids the City Council in establishing long-range goals; keeps Council informed of current plans and activities of administration and new development; sensitive to and perceptive of Council needs and desires; maintains a relationship of trust with each Council member and the Mayor; available to members of the Council; properly orients new Council members.

Comments:

3. Technical Knowledge and Use

NI	Μ	Ε	NO

Comments:

General overall knowledge of city operations and responsibilities; willing and able to learn; keeps current on professional issues, trends, techniques, and methods of operation; keeps current on legislation, funding opportunities and regulations; administrative knowledge (budget, personnel, grants, and purchasing rules and regulations); knowledge of city developments in public policy.

4. Problem Solving and Decision Making:

NI	Μ	Ε	NO

Comments:

Anticipates problems; identifies problems, issues and concerns; ability to analyze problems (to honestly identify and assess alternatives); develops and recommends creative, innovative and realistic solutions and implements and refines such solutions; considers alternatives and available facts before making decisions; resolves problems at lowest possible level (takes responsibility for decisions); gets affected parties involved in problem solving; reaches timely decisions; flexibility and receptiveness to suggestions; resolves problems under strained and unpleasant conditions; achieves goals set by or in conjunction with City Council; consults with Council when appropriate.

5. External Relations

NI	Μ	E	NO

Projects positive public image; effectively handles citizens complaints and inquiries; educates public on city problems, programs and operations; keeps commitments to the public; maintains contact/liaison with community groups; maintains effective intergovernmental relations; maintains effective relations with media representatives.

Comments:

6. Fiscal Management

NI	Μ	Ε	NO

Prepares realistic annual budgets; seeks efficiency, economy and effectiveness in all programs; controls expenditures in accordance with approved budgets; keeps City Council informed about revenues and expenditures, actual and projected; is cost effective; assures that Budget Committee is well informed of short and long-term City financial status; involves Council in fiscal affairs.

Comments:

7. Personnel Management & Supervision

NI	Μ	Ε	NO

Maintains adequate levels of supervisions and internal control and communication; employees are given necessary guidance regarding responsibilities and tasks; follow-up is initiated to properly account for employee activities; disciplinary matters and corrective actions are appropriate and applied in a timely fashion. Management atmosphere encourages professional growth; encourages initiative and creativity; allows subordinates to grow professionally.

Comments:

comments.			

Part II. Future Expectations

1. What objectives should the City Council set for the City Administrator for the coming year?

OAKRIDGE CITY ADMINISTRATOR PERFORMANCE REVIEW

for Direct Report employees only

Dear employees,

The City Council approved the City Administrator's evaluation performance standards and criteria. As part of the evaluation process, the Council is seeking input from City of Oakridge employees who directly reported to the City Administrator for the period of ______ to the present. As the hiring authority for the City Administrator, the Council is seeking your input as we prepare our evaluations.

We recognize the importance of this input remaining confidential. After consultation with the City Attorney, it is the City's position that information submitted in this process is exempt from public disclosure under ORS 192.355.

The Council encourages you to submit your input no later than ______, directly to the City Attorney, preferably by e-mail at: Matthew Dahlstrom: mid@emeraldlaw.com Joe Leahy: jjl@emeraldlaw.com

While your initial comments will have your name and date on the form, the City Attorney will compile your responses, remove names and identifiers, and submit a collection of anonymous comments to the Mayor and City Councilors.

The Council will review the anonymous comments with the City Administrator in Executive Session unless the City Administrator requests an open hearing.

Thank you for your help with our review.

Mayor and City Councilors

OAKRIDGE CITY ADMINISTRATOR PERFORMANCE REVIEW

for Direct Report employees only

Instructions:

This evaluation has two parts. Part I involves an evaluation of the annual performance of the City Administrator during the evaluation period of _______. Part II concerns your expectations and goals for the City Administrator during the coming year. In evaluating the Administrator's past performance, you are asked to rate that conduct according to the following categories:

NI = Needs Improvement

M = Meets Standards

E = Exceeds Standards

NO = Not observed

Place an X in the box you feel best reflects your position for each section. Following each performance standard, please provide any appropriate comments in that area.

Part I. Performance Standards

1. Personal Traits / Professionalism

NI	Μ	Е	NO

Positive attitude, self-motivating; self-confident; creative; uses common sense; professional and personal integrity; emotional stability; takes initiative; receptive to new ideas and changes; maturity in relations with others; prepares quality products; willingness to seek personal growth and development; takes consistent position with different audiences; adherence to high professional ethical standards; exercises diplomacy; demonstrates high personal integrity.

Comments:

2. Technical Knowledge and Use

NI	Μ	Ε	NO

General overall knowledge of city operations and responsibilities; willing and able to learn; keeps current on professional issues, trends, techniques, and methods of operation; keeps current on legislation, funding opportunities and regulations; administrative knowledge (budget, personnel, grants, and purchasing rules and regulations); knowledge of city developments in public policy.

Comments:

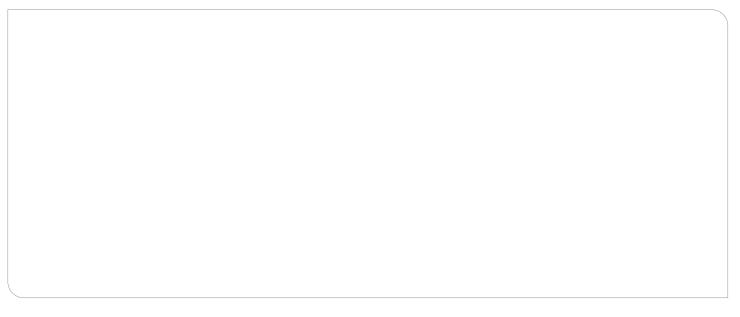
[_

3. Problem Solving and Decision Making:

NI	Μ	Ε	NO

Anticipates problems; identifies problems, issues and concerns; ability to analyze problems (to honestly identify and assess alternatives); develops and recommends creative, innovative and realistic solutions and implements and refines such solutions; considers alternatives and available facts before making decisions; resolves problems at lowest possible level (takes responsibility for decisions); gets affected parties involved in problem solving; reaches timely decisions; flexibility and receptiveness to suggestions; resolves problems under strained and unpleasant conditions; achieves goals set by or in conjunction with City Council; consults with Council when appropriate.

Comments:



4. Personnel Management & Supervision

NI	М	Ε	NO

Maintains adequate levels of supervisions and internal control and communication; employees are given necessary guidance regarding responsibilities and tasks; follow-up is initiated to properly account for employee activities; disciplinary matters and corrective actions are appropriate and applied in a timely fashion. Management atmosphere encourages professional growth; encourages initiative and creativity; allows subordinates to grow professionally.

Comments:

Part II. Future Expectations

1. What objectives should the City have for your department in the coming year?

OAKRIDGE CITY ADMINISTRATOR Annual Performance Review Timeline

Instructions:

Directions for Mayor:

- A letter on behalf of the Council is sent to Direct Report Staff requesting comments on the City Administrator's performance anonymously directly to the City Attorney. (see Direct report process for details) Staff is not required to participate.
- Each Council member is emailed a performance review form to complete and return to the Mayor by: _____
- Council directs City Administrator to prepare a self-evaluation due to Council on: ____

• Direct Report Staff's deadline to submit comments to the City Attorney. Forms go to City Attorney with staff name and date; however, attorneys will compile all comments anonymously.
 City Attorney (third-party) deadline to submit directly to Council compilation of Department Directors comments in a sealed envelope. CA self evaluation due to council.
 First Executive Session is held to review and discuss: City Administrator's Self-Evaluation and comments from staff compilation. ORS
 Council members deadline to submit directly to Mayor their performance review forms, signed and dated: Mayor and Council President tabulate and summarize the results of
 the performance appraisals Second Executive Session is held to review and discuss Performance appraisal with City Administrator
 Council in Public Meeting and in accordance with State law: Mayor gives a summary of the City Administrator's performance appraisal Council considers the following action items:
RESOLUTION ACCEPTING CITY ADMINISTRATOR'S PERFORMANCE REVIEW; and RESOLUTION AUTHORIZING COMPENSATION FOR CITY ADMINISTRATOR, FY:
 (Current Salary in CA contract, section 6 accepted by Motion: Effective through: \$/annually)
the second council meeting of and be complete by
 st include annual salary review. unless 90 day notice given by

Gross negligence notice must be given by ______ if city wishes not to pay 4 months' severance and forgo renewing contract.

Business of the City Council

City of Oakridge, Oregon January 19, 2023

Agenda Title: Supplemental Budget #1 for Fiscal Year 22-23 (Resolution 02-2023). Proposed Council Action: A motion from the floor to approve	Agenda Item No: 9.3 Exhibits: Resolution 02-2023 Author: Colleen Shirley

ISSUE:

Oakridge Finance Director Colleen Shirley has drafted a Supplemental Budget (#1) for fiscal year 2022-23, for consideration for passage by the Council, through Resolution 02-2023. See the attached resolution for details.

FISCAL IMPACTS: See Supplemental Budget (Resolution 02-2023)

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the Supplemental Budget for fiscal year 2022-2023, as outlined in Resolution 02-2023."*

STRATEGIC THEMES/GOALS INVOLVED:

Theme 2 (Responsive Government), Goal #3: *Manage finances in a fiscally responsible manner ensuring long term financial stability.*

RESOLUTION NO. 02-2023

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2022-2023 AND MAKING APPROPRIATIONS

The City of Oakridge resolves the following:

WHEREAS, ORS 294.471 permits the governing body of a municipal corporation to make a supplemental budget for the fiscal year for which the regular budget has been prepared if one or more of the following circumstances exist:

- a. An occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.
- b. A pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires prompt action.
- c. Funds that are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period.
- d. A request for services or facilities the cost of which is to be supplied by a private individual, corporation or company or by another governmental unit and the amount of which could not be accurately estimated when preparing the original budget or a previous supplemental budget for the current year or current budget period.
- e. Proceeds from the involuntary destruction, involuntary conversion, or sale of property that necessitates the immediate purchase, construction or acquisition of different facilities in order to carry on governmental operations.
- f. Ad valorem property taxes that are received during the fiscal year or budget period in an amount sufficiently greater than the amount estimated to be collected such that the difference will significantly affect the level of government operations to be funded by the taxes as provided in the original budget or a previous supplemental budget for the current year or current budget period.
- g. A local option tax described in ORS 294.476 that is certified for extension on the assessment and tax roll under ORS 310.060 for the fiscal year or budget period in which the local option tax measure is approved by voters.

- h. A reduction in available resources that requires the governing body to reduce appropriations in the original budget or a previous supplemental budget for the current year or current budget period.
- i. The original budget of the municipal corporation adopted under ORS 294.456 did not include estimated requirements to pay debt service pursuant to ORS <u>294.477</u> or the actual requirements are different from the estimated requirements included in the original budget or a previous supplemental budget.

WHEREAS, the supplemental budget proposed meets one or more requirements of ORS 294.471;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakridge hereby adopts a supplemental budget for fiscal year 2022-2023 in the amounts shown below for each Fund and,

BE IT FURTHER RESOLVED that the amounts shown below as appropriations for the fiscal year beginning July 1, 2022 and for purposes shown are hereby appropriated for each Fund:

					~~~~~~				
						D BUDGET CHANGES			
			AMOUNTS SHOWN AR	E RE	VISED TOTALS	IN THOSE FUNDS BEING MODIFIED			
FUI	ND:	Emergency	Services						
		Resource		Α	mount	Expenditure	Am	ount	
1		OSFM Seas	onal Worker Grant	Ş	\$ 35,000.00	OSFM Seasonal Work Grant	\$	35,0	00.00
2		EMR Grant		\$	\$ 2,500.00	Travel/Training	\$	\$ 2,500.00	
3		Westfir Contract Increase		\$	\$ 18,391.00	EMS Wages	\$	18,3	391.00
		ARPA		\$	\$ 9,000.00	Professional Services non-legal	\$	9,0	00.00
		Revised To	tal Fund Resources	Ş	\$ 64,891.00	Revised Total Fund Requirements	\$	64,8	391.00
		Explanatio	n of Changes:						
		The City o	f Oakridge EMS and Fire De	narn	nent received	an Oregon State Fire Marshal's grant f	or seas	onl	
			-			ers expense. An EMR gratn was receiv			re
						GA this year that was not accounted for		-	
			-			tead of an entry level employee.	/1. 11115	chable	
		the depai	unencio nne a nigniy quali	neu	employee ms	ead of all entry level employee.			

			SUMM	ARY	OF PROPOSED	D B	UDGET CHANGES		
			AMOUNTS SHOWN AR	E RE\	ISED TOTALS	S IN	THOSE FUNDS BEING MODIFIED		
FU	ND:	General							
		Resource		A	mount		Expenditure	Am	ount
1		Library Gra	nt	\$	3,000.00		Library New Equipment	\$	3,000.00
2		ARPA		\$	26,150.00		Capital Outlay-Building	\$	26,150.00
3		ARPA		\$	95,590.00		New EquipmentCapital	\$	95,590.00
		ARPA		\$	15,594.58		Patrol Officers Wages	\$	15,594.58
		Revised To	tal Fund Resources	\$	124,740.00		Revised Total Fund Requirements	\$	124,740.00
		Explanatio	n of Changes:						
		carpet in t change in	he city hall. ARPA funds we	re ap ent w	proved to pu e were down	rch to	ARPA funds were approved to repla ase a new software system at the cit 2 officers for the whole city and had	y hall	. During a

				S IN THOSE FUNDS BEING MODIFIED			
CI INI	D: Weter						
FUN	D: Water						
	Resource		Amount	Expenditure	An	nount	
1	Operating Contingency		\$ 23,000.00	Water Loan Tank 7 principal	\$	23,0	00.00
2							
3							
	Revised Total Fund Resource	S	\$ 23,000.00	Revised Total Fund Requirements	\$	23,0	00.00
	Explanation of Changes:						
	During budgeting the princip amount of the loan. Adding			was changed to a lesser amount than	the prii	ncipal	

	AIVIOUNTS SHOWI		ISED TOTALS	IN THOSE FUNDS BEING MODIFIED		
FUN	D: Stormwater					
	Resource	Ar	nount	Expenditure	Amou	int
1	Operating Contingency	\$	3,500.00	Professional Services Legal	\$	3,500.00
2	Operating Contingency	\$	2,500.00	Staff Training	\$	2,500.00
3						
	Revised Total Fund Resources	\$	6,000.00	Revised Total Fund Requirements	\$	6,000.00
	Explanation of Changes:					
			-	ces legal and staff training to the Storm		

	SUN	IMARY OF PROPOSED	BUDGET CHANGES	
	AMOUNTS SHOWN	ARE REVISED TOTALS	IN THOSE FUNDS BEING MODIFIED	
FUN	D: Wastewater			
	Resource	Amount	Expenditure	Amount
1	Operating Contingency	\$ 40,000.00	UV Light Fixtures-Capital Outlay	\$ 40,000.00
2				
3				
	Revised Total Fund Resources	\$ 40,000.00	Revised Total Fund Requirements	\$ 40,000.00
	Explanation of Changes:			
	UV light fixtures are on a set plan t	to be replaced for was	ewater treatment and were removed f	rom the budget.
	This is part of a several year maint	enance plan for the tr	eatment plant.	

 PASSED BY THE OAKRIDGE CITY COUNCIL this _____ day of _____,2023.

Ayes____Nays____

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE this _____ day of _____, 2023.

**EFFECTIVE DATE**: Immediately upon passage and enactment.

Bryan Cutchen, Mayor

James Cleavenger, City Administrator & Recorder



#### City of Oakridge form for Individual Volunteer Activity Those applying to be appointed to Council Boards or Committees are required to be present at Council Meeting for Appointment. Contact City Hall to confin date.

Committee or type of volunteer work you are interested in:

Name: GAil PARtim

Address: 48467 Umest

Is your residence in the City of Oakridge: YES

V NO

Telephone where you can be reached:

Employer/Occupation: Retired

E-mail Address:

Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position:

Current planning Commissioner

In order to do a brief background check, please provide the following information:

-----

Date of Birth:

Place of Birth:

I understand that I will be responsible and liable for damage or injury to any persons or property resulting

from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity.

I, the undersigned participant, acknowledge that I have read and understand the above release.

Participant Name (Printed):

12/27/22

Participant Signature: Hay Pr

Date:



If participant is under age 18, a parent or guardian must sign this form.

As the parent or legal guardian of the above-listed minor, I hereby grant permission for my child to participate in the volunteer service program described above. My signature below represents that I have read, understand the consent to the terms and conditions of this document.

Parent/Guardian Name (Printed):

Relationship to participant: Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

Renewing

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission	Budget Committee	Audit Committee	
Administration Advisory Committee	Library Board	Public Parks & Community Services	
Public Safety Committee	Economic Developement Advisory Committee	Rural Tourism & Marketing Committee	

The City of Oakridge is an equal opportunity, affirmative action institution committed to cultural



#### City of Oakridge form for Individual Volunteer Activity Those applying to be appointed to Council Boards or Committees are required to be present at Council Meeting for Appointment. Contact City Hall to confin date.

Committee of	or type of a	volunteer work you are interested in: Library board
Name:	Rober	t E Joodson
Address:	45700	) Wastfir Oakridge Road, Westfir, OR 97492
ls your resid	lence in th	e City of Oakridge: YES NO 🔀
Telephone v	vhere you	can be reached:
Employer/O	ccupation:	Retired Engineer
E-mail Addre	:55;	robertewoodson1943@gmail.com

Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position:

No

* Returning Board Member

In order to do a brief background check, please provide the following information:

Date of Birth:

Place of Birth:

I understand that I will be responsible and liable for damage or injury to any persons or property resulting

from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity.

I, the undersigned participant, acknowledge that I have read and understand the above release.

Participant Name (Printed): Robert E Woodson

**Participant Signature:** 

Date:

1/14/2023



#### If participant is under age 18, a parent or guardian must sign this form.

As the parent or legal guardian of the above-listed minor, I hereby grant permission for my child to participate in the volunteer service program described above. My signature below represents that I have read, understand the consent to the terms and conditions of this document.

Parent/Guardian Name (Printed):

Relationship to participant: Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

The Library is our number one asset

Returning Board Membe

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission	Budget Committee		Wac Subcommitee	
Administration Committee	Library Board	K)	Parks & Community Services Committee	
Public Safety Committee	Economic Development Advisory Committee		Rural Tourism & Marketing	



City of Oakridge form for Individual Volunteer Activity Those applying to be appointed to Council Boards or Committees are required to be present at Council Meeting for Appointment. Contact City Hall to confim date.

ilfrary Doard Committee or type of volunteer work you are interested in: nnie Cabella. Name: 48473 E. 2nd Address: 6 Is your residence in the City of Oakridge: YES Telephone where you can be reached: Employer/Occupation: so tised E-mail Address:

Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position:

nany volunteen & curren member

In order to do a brief background check, please provide the following information:

Date of Birth:

Place of Birth:

I understand that I will be responsible and liable for damage or injury to any persons or property resulting

from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity.

I, the undersigned participant, acknowledge that I have read and understand the above release.

Participant Name (Printed): Jeannie Maria Cabello-Fenn Participant Signature: Jeannie Maria Cabello Penn Date: 1/1.2/10-5



If participant is under age 18, a parent or guardian must sign this form.

As the parent or legal guardian of the above-listed minor, I hereby grant permission for my child to participate in the volunteer service program described above. My signature below represents that I have read, understand the consent to the terms and conditions of this document.

Parent/Guardian Name (Printed):

Relationship to participant: Parent/Guardian signature:

Date:

If applying for a Board or Committee, please tell us why you are interested in serving.

on munition. Jeac ede?

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission	Budget Committee	Wac Subcommitee	
Administration Committee	Library Board	Parks & Community Services Committee	
Public Safety Committee	Economic Development Advisory Committee	Rural Tourism & Marketing	



City of Oakridge form for Individual Volunteer Activity Those applying to be appointed to Council Boards or Committees are required to be present at Council Meeting for Appointment. Contact City Hali to confim date.

Committee or type of volunteer work you are interested in:

Name: Kevin GOBELMAN' Address: 47718 PORTAL DRIVE Is your residence in the City of Oakridge: YES Telephone where you can be reached: (541)606 - 8482Employer/Occupation: RETIRED

E-mail Address: KEVIN, GOBELMAN @gmail. COM

Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position:

CURRENTLY SERVING ON PARKE & COMMUNITY SERVICES

In order to do a brief background check, please provide the following information:

Date of Birth: 4/2/55

Place of Birth: E. SAINTLOUIS 1L

I understand that I will be responsible and liable for damage or injury to any persons or property resulting

from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity.

I, the undersigned participant, acknowledge that I have read and understand the above release.

Participant Name (Printed): KEVIN GOBELMAN Participant Signature: MMJO2 Date: 11/29/22



If participant is under age 18, a parent or guardian must sign this form.

As the parent or legal guardian of the above-listed minor, I hereby grant permission for my child to participate in the volunteer service program described above. My signature below represents that I have read, understand the consent to the terms and conditions of this document.

Parent/Guardian Name (Printed);

Relationship to participant: Parent/Guardian signature:

Date;

If applying for a Board or Committee, please tell us why you are interested in serving,

INTERESTED IN CONTINUING MY SERVICE ON THE BELOW INDICATED COMMISSIONS/ COMMITTEES, AS APPLICIABLE.

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below;

Planning Commission	Ø	Budget Committee		Wac Subcommitee	
Administration Committee		Library Board		Parks & Community Services Committee	V
Public Safety Committee		Economic Development Advisory Committee	Í	Rural Tourism & Marketing	



City of Oakridge form for Individual Volunteer Activity Those applying to be appointed to Council Boards or Committees are required to be present at Council Meeting for Appointment. Contact City Hall to confim date.

A 1.

Drepote purchet Havisory
Committee or type of volunteer work you are interested in: Economic Development Havisory
Name: RLASTIE L Ackland
Address: PO Box 233 46265 E commercial St. Odlarick, Or 92463 Is your residence in the City of Oakridge: YES NO
Is your residence in the City of Oakridge: YES NO
Telephone where you can be reached: 541-731-4146
Employer/Occupation: Banner Bank - branch Manorser
E-mail Address: <u>Facttand Guzo</u> ~ rackland @ banner bank . com
Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position: I have lived in Oakridg for over 40 years and have a great whereast in helping the town grow and Malany
and rank a great when in helping the town drow and many
a beter place for all. Thave slevyrs in banking.
In order to do a brief background check, please provide the following information:
Date of Birth: 7/7163 Place of Birth: Missouri - Richard Gabor AFB

I understand that I will be responsible and liable for damage or injury to any persons or property resulting

from my actions during this activity. I shall indemnify, hold harmless and release the City of Oakridge, its employees, agents and representatives against any and all damages, claims, demands actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the City in the event a third party is injured as a result of this activity.

I, the undersigned participant, acknowledge that I have read and understand the above release.

Participant Name (Printed): Rustie Ackland Participant Signature: Ruste Lauch Date: [1-17-22



#### If participant is under age 18, a parent or guardian must sign this form.

As the parent or legal guardian of the above-listed minor, I hereby grant permission for my child to participate in the volunteer service program described above. My signature below represents that I have read, understand the consent to the terms and conditions of this document.

Parent/Guardian Name (Printed):

Relationship to participant:

Parent/Guardian signature:

Date:

and the second second

If applying for a Board or Committee, please tell us why you are interested in serving.

Please check mark any other City Committees, Boards, or Commissions Seat you are currently holding and/or any other City Committees, Boards, or Commissions Seat you are applying for below:

Planning Commission	Budget Committee		Wac Subcommitee	
Administration Committee	Library Board		Parks & Community Services Committee	
Public Safety Committee	Economic Development Advisory Committee	$\boxtimes$	Rural Tourism & Marketing	