March 2, 2023 at 6:00pm
City Council Meeting
Audio/Video Teleconference
Oakridge City Hall & Zoom
48318 E. 1<sup>st</sup> 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 Red Cross Proclamation (to Tom Reitter & Mara Rouse)
- 7. Council Comments / Announcements
- 8. Consent Agenda
  - 8.1 Minutes from previous City Council meeting(s) on: 2/14/23 and 2/16/23
- 9. Business from the City Council
  - 9.1 FY 20-21 Audit "Plan of Action" Letter to Secretary of State
  - 9.2 Triple Summit Challenge RTMP Funding Request
  - 9.3 Charlie Diaz Retirement Gift (21 Years as a Reserve Police Officer)
  - 9.4 Library Roof Repairs
  - 9.5 Well #2 Restrictive Easement Update
  - 9.6 New Application Questions for Planning Commissioners
  - 9.7 Warming Center March extension and OHS donated storage shed at GWP

### 10. Business from the City Administrator

- 10.1 RFP for Realtor of Record
- 10.2 Junction City Dispatch Update
- 10.3 RFP for WAC Architect

### 11. Staff and Board/Committee/Commission Reports

- 11.1 Finance Report (Colleen Shirley)
- 11.2 Parks & Community Services Committee (Zylstra or Councilor Tarman)
- 11.3 Public Safety Committee (Coker)
- 11.4 Audit Committee (Kinyon)
- 11.5 Charter Review Sub-Committee (Kinyon)
- 11.6 Budget Committee (All)
- 11.7 Library Board (Vacant)
- 11.8 RTMP & TRT (Kinyon)
- 11.9 Planning Commission (Zylstra)
- 11.10 OEDAC (Vacant)
- 11.11 Special Fire District Sub-Committee (Hooker)
- 11.12 Admin Committee (Kinyon)
- 11.13 WAC Sub-Committee (Hooker)
- 11.14 WAC Funding Committee (Mayor Cutchen)
- 11.15 RAIN Bi-Monthly Report (written report only)
- 12. Items removed from the Consent Agenda
- 13. Ordinances and Resolutions (with Public Comment)
  - 13.1 OEDAC Resolution 03-2023 (2 Versions, 1st Reading)
  - 13.2 Admin Committee Resolution 04-2023 (2 Versions, 1st Reading)

### 14. Public Hearings

### 15. Appointments

- 15.1 Councilor appointment to Library Board
- 15.2 Councilor appointment to the OEDAC
- 15.3 Marietta Thompson Public Safety Committee
- 15.4 JT Flowers OEDAC

### 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. Attend in person at City Hall (48318 E. 1st Street).

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.

### **Business of the City Council**

City of Oakridge, Oregon March 2, 2023

**Agenda Title:** Red Cross Proclamation

Agenda Item No: 6.1

**Proposed Council Action:** None

**Exhibit: Proclamation Letter** 

Agenda Bill Author: CA

**ISSUE:** During the last City Council meeting on 2/16/23, Council approved a Proclamation letter (attached as an Exhibit) in recognition March being "Red Cross Month" and in celebration of everything the Red Cross has done for our community, including their involvement in the recent Cedar Creek Fire evacuation.

Red Cross employees **Tom Reitter & Mara Rouse** will be at the Council meeting to receive the Proclamation from Mayor Cutchen.

FISCAL IMPACT: None

**OPTIONS: N/A** 

**STAFF RECOMMENDATION:** N/A

**RECOMMENDED MOTION: N/A** 

### STRATEGIC THEMES/GOALS INVOLVED:

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

Theme 1 (Safe Community), Goal #2: Provide efficient, sustainable, and equitable public safety services including police, fire, and emergency medical services.

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



## AMERICAN RED CROSS MONTH, 2023 A Proclamation

In times of crisis, people in Oakridge come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross Cascades Region volunteers and donors.

In 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Oakridge, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross.

In the Cascades Region, serving Oregon and SW Washington, the contributions of more than 2,500 local Red Cross volunteers give hope to the most vulnerable in their darkest hours. The Red Cross does so by providing more than 600 emergency overnight shelter stays, along with food and comfort for families devastated by nearly 800 local disasters, like home fires. Through the generosity of those donating more than 182,000 units of essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease. Or by supporting service members and veterans an average of nine times a day, along with their families and caregivers through the unique challenges of military life. And by helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid.

Their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

NOW, THEREFORE, I, Mayor Bryan Cutchen, of Oakridge, by virtue of the authority vested in me by the laws of the City of Oakridge, Lane County, and the State of Oregon, do hereby proclaim March 2023 as Red Cross Month. I encourage all citizens of Oakridge to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March, in the year of our Lord two thousand twenty-three, and of the Oakridge, Lane County, Oregon.

**Bryan Cutchen** 

Mayor, City of Oakridge



### February 14, 2023 Special Session City Hall Council Chambers and Zoom

48318 E 1st Street

5:00 p.m.

### **MINUTES**

1.	Call Meeting to	o Order- 5:00 pm
Counc	il Present:	Mayor Bryan Cutchen, Councilors Dawn Kinyon, Melissa Bjarnson, Michelle Coker and Jan Hooker
Staff I	Present:	City Administrator James Cleavenger, Jackie Taylor and Rick Zylstra Community Development Coordinator
2.	Pledge of Alleg	giance
3.	Roll Call-Counc	cilor Tarman was absent.
4.	Additions, Cor	rections or Adjustments to the Agenda-none
5.	Public Comme	nt =
		warming center volunteers got a local unhoused citizen a hearing aid, and he was very excited to be sn't in many years.
6.	Special Session	n-Business from the City Council
(due2/		ion of a letter of support for the city to apply for an ODOE Community Renewable Energy Grant
		ting the grant together and it is due tomorrow. As we go forward to put the roof on the WAC, this will y study for incorporating solar.
throug	h the Oregon Dep	on moved to approve the city's request to apply for a Renewable Energy and Energy Resilience Grant artment of Energy's (ODOE) Community Renewable Energy Grant Program, and to allow the Mayor to horization to apply for the grant. Councilor Coker seconded the motion.
Mayor	Cutchen (aye), Kin	yon (aye), Bjarnson (aye), Coker (aye), Hooker (aye). Motion passed 5-0
7.	Adjourn 5:06 p	
Signed:		
	Bryan Cutchen, N	Aayor
Signed:	Lini.	
	James Cleavenger	r, City Recorder



February 16, 2023 @ 6:00 p.m.
Regular Session
City Hall Council Chambers and Zoom
48318 E 1street

### **MINUTES**

1. Call Meeting to Order- 6:00 pm

Council Present: Mayor Bryan Cutchen, Councilors Dirk "Poncho" Tarman, Dawn Kinyon, Melissa Bjarnson,

Michelle Coker, Jan Hooker and Councilor Hollett.

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
- Roll Call
- 4. Additions, Corrections or Adjustments to the Agenda

Mayor Cutchen-added committee appointments to after 9.2, postpone 15.3 and 9.3 is postponed until March.

Councilor Kinyon-added honoring Maximo Yabes during City Council Comments.

5. Public Comment

Trudy Hammond 76349 Willamette Way-thanked the committee and council applicants for applying.

James-read a letter from Mary Helen Pope.

### 6. Mayor Comments / Announcements / Proclamations

<u>Mayor Cutchen</u>- the yard debris drop off at the Industrial Park is on the 1st Saturday of every month. There is free pick up for seniors and you can drop off at other hours by appointment, just call 541-782-3422 ext. 3.

Mayor Cutchen-gave an update on the LRAPA Board, he is the Chair for this board.

### 7. Councilor comments / Announcements

Councilor Kinyon-read a statement honoring Maximo Yabes.

<u>Councilor Kinyon-</u>they had an admin committee member move out of town, but she would like to still have them on the committee.

#### 8. Consent Agenda

8.1 Consent Agenda City Council minutes from 2/2/2023 and 2/9/2023.

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

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

### 9. Business from the City Council

### 9.1 Voting for new City Councilor

James-gave the council directions on the procedure for voting for the vacant city council position.

Councilors Coker, Kinyon, Hooker and Bjarnson voted for Chrissy Hollett.

Mayor Cutchen and Councilor Tarman voted for Donald Grant.

Mayor Cutchen swore in Councilor Hollett.

9.2 Travel Lane County update and presentation from TLC Vice President Andy Vobora

Andy Vobora -gave a presentation from Travel Lane County.

- 9.3 Hills Street Turnaround issues/updates- postponed until March
- 9.4 No Parking paint at 1st & Alder Streets (48328 E 1st Street)

Rick-read the issue.

**Motion:** Councilor Hollett moved to allow painting more visible "no parking" stripes at E 1st and Alder Street. Councilor Kinyon seconded the motion.

Nancy Kelly-spoke in favor of the "no parking" being painted at her residence.

Tarman (aye), Hollett (aye), Coker (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye), Mayor Cutchen (aye). Motion passed 7-0.

9.5 Red Cross Sound the Alarm program and March Red Cross Month

James-read the issue.

**Motion**: Councilor Hollett moved to approve the draft proclamation for March Red Cross Month to be presented at the next meeting. Councilor Coker seconded the motion.

Coker (aye), Tarman (aye), Mayor Cutchen (aye), Hooker (aye), Hollett (aye), Kinyon (aye), Bjarnson (aye). Motion passed 7-0

9.6 Removal of Planning Commissioner Reed for lack of performance

Rick-read the issue.

**Motion**: Councilor Coker moved to remove Jeffrey Reed from the Planning Commission for non-performance of duty. Councilor Hollett seconded the motion.

Kinyon (aye), Mayor Cutchen (aye), Bjarnson (aye), Hollett (aye), Hooker (aye), Tarman (aye), Coker (aye). Motion passed 7-0.

9.7 CA Evaluation Summary

Councilor Coker-read the issue and a summary about James' performance and dedication to the City.

**Motion:** Councilor Hooker moved to accept the City Administrators performance review. Councilor Coker seconded the motion.

Hollett (aye), Coker (aye), Tarman (aye), Mayor Cutchen (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye). Motion passed 7-0.

9.8 GWP Community Building rental discount request from Jayme Martin for 3, 2 hour "Gospel Meetings"

James-read the issue.

**Motion:** Councilor Hollett moved to grant a 50% discount for the three Gospel Meetings at the Greenwaters Park Community Building. Councilor Coker seconded the motion.

Tarman (aye), Bjarnson (aye), Coker (aye), Hollett (aye), Mayor Cutchen (aye), Hooker (aye), Kinyon (aye). Motion passed 7-0.

9.9 Fire Department Reader board Replacement.

James-read the issue.

South Willamette Solutions, Oakridge Air and LRAPA are paying for this, it is not costing the city anything.

**Motion:** Councilor Hollett moved to award the bid to ES&A Sign & Awning Company to replace the reader board at the fire station. Councilor Hooker seconded the motion.

Bjarnson (aye), Mayor Cutchen (aye), Kinyon (aye), Hollett (aye), Tarman (aye), Coker (aye), Hooker (aye). Motion passed 7-0

### 10. Business from the City Administrator

10.1 Realtor of Record update

<u>James-read</u> the issue. There are two ways to reopen and RFP, if the RFP did not receive any responses or if the negotiation process fails. You cannot reopen an RFP just because someone didn't see it in time.

Councilor Kinyon-said we haven't even seen the application.

<u>James</u>-he will bring it to council once the negotiations go well and they agree on terms, it will come before council for final approval.

10.2 City Attorney Response regarding the City Recorder issue.

James-read the issue.

**Motion:** Mayor Cutchen moved to delegate the City Councils power to appoint the City Recorder to the City Administrator. Councilor Hooker seconded the motion.

There was discussion about who would supervise the City Recorder.

Mayor Cutchen-withdrew his motion and restated it.

**Motion:** Mayor Cutchen moved to appoint Jackie Taylor as City Recorder and delegate supervisory responsibilities to the City Administrator. Councilor Kinyon.

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

10.3 Budget process calendar

James-read the issue. There was one budget member who could not meet at 6 pm.

**Motion:** Councilor Hollett moved to approve and adopt the FY 23-24 Budget Calendar with the recommended time change. Councilor Hooker seconded the motion.

Councilor Kinyon-mentioned the times and dates for budget training.

Hollett (aye), Coker (aye), Tarman (aye), Mayor Cutchen (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye). Motion passed 7-0.

### 11. Staff and Board/Committee/Commission reports

Mayor Cutchen- It is now 8:00 pm, the Staff reports were emailed to you, if you have any questions you can email the City Administrator or the staff member who created the report.

- 11.1 Finance Report
- 11.2 Police
- 11.3 Fire
- 11.4 Public Works
- 11.5 Warming Center Update
- 11.6 WAC Funding Committee & Oakridge Air Updates

Sarah Altemus-Pope-gave updates on the WAC Funding Committee and on Oakridge Air.

- 12. Items removed from the consent agenda-none
- 13. Ordinances, Resolutions and Public Comments-none
- 14. Public Hearings-none
- 15. Appointments
  - 15.1 Douglas Leander RTMP/TRT Committee

**Motion:** Councilor Hooker moved that appoint Douglas Leander to seat 2 of the RTMP/TRT Committee expiring in December 2025. Councilor Coker seconded the motion.

Bjarnson (aye), Mayor Cutchen (aye), Hooker (aye), Hollett (aye), Kinyon (aye), Tarman (aye), Coker (aye). Motion passed 7-0.

15.2 Kelly Wynant - OEDAC and RTMP/TRT Committees

**Motion:** Councilor Kinyon moved to appoint Kelly Wynant to seat 3 of the RTMP/TRT Committee for a term expiring in December 2025. Councilor Hooker seconded the motion.

- 15.3 Marietta Thompson Public Safety Committee-postponed
- 15.4 David Ackland Special Fire District Subcommittee

**Motion**: Councilor Kinyon moved to appoint David Ackland to the Special Fire District Subcommittee. Councilor Coker seconded the motion.

Coker (aye), Tarman (aye), Mayor Cutchen (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye), Hollett (aye). Motion passed 7-0.

15.5 Su Stella - RTMP-TRT Committee

**Motion:** Councilor Kinyon moved we appoint Su Stella to seat 4 of the RTMP/TRT Committee for a term expiring in December 2025.

Hollett (aye), Coker (aye), Tarman (aye), Mayor Cutchen (aye), Kinyon (aye), Bjarnson (aye), Hooker (aye). Motion passed 7-0.

15.6 Gail Partain - Planning Commission - Gail was not present.

Councilor Kinyon-pointed out that this has been on the last five agendas and she has attended any of the meetings.

Rick-said he hasn't heard from her and she hasn't shown up for any meetings since he has been back.

15.7 Norine "Tink" Marquardt – Public Safety and WAC Committees

**Motion:** I move we appoint Norine "Tink" Marquardt to seat 4 of the Public Safety Committee for a term expiring in December of 2025 and to the WAC Subcommittee.

Hooker (aye), Coker (aye), Tarman (aye), Mayor Cutchen (aye), Kinyon (aye), Bjarnson (aye), Hollett (aye). Motion passed 7-0.

15.8 Sarah Altemus-Pope - OEDAC

**Motion:** Councilor Kinyon moved to appoint Sarah Altemus-Pope to seat 3 of the OEDAC for a term expiring in December 2026. Councilor Hooker seconded the motion.

Councilor Hollett-asked how many out of city limits members can they have? She didn't see it in the resolution.

Councilor Kinyon-it doesn't address that in the resolution. She wouldn't mind redoing that resolution and bringing it back to the Council.

Councilor Kinyon-withdrew her original motion.

**Motion:** Councilor Kinyon moved to defer this issue and all resolutions regarding out of city members for committees back to the admin committee. Councilor Hooker seconded the motion.

Hooker (aye), Coker (aye), Tarman (aye), Mayor Cutchen (aye), Kinyon (aye), Bjarnson (aye) Hollett (aye). Motion passed 7-0.

15.9 Councilor Appointment to Library Board

James-read the issue.

Mayor Cutchen- recommended Councilor Hollett to the Library Board.

<u>Councilor Hollett</u>-declined, she would rather not be on the Library Board.

### 16. Public Comment

Paul Scott- Asked about the council if they have an objective that they would like to accomplish?

Mayor Cutchen-they have the Strategic Plan that was done in 2020 that they go by.

### 17. Adjourn 8:02 pm

Signed:		
	Bryan Cutchen, Mayor	
Signed:		
	Jackie Taylor, City Recorder	

### **Business of the City Council**

City of Oakridge, Oregon March 2, 2023

**Agenda Title:** FY 20-21 Audit "Plan of Action" Letter to Secretary of State

Agenda Item No: 9.1

**Proposed Council Action:** A motion from

**Exhibits:** Draft "Plan of Action" Letter FY 20-21 Audit Report Management Letter

Proposed Council Action: A motion from

SOS Audit Plan of Action Fact Sheet ORS 297.466 (attached)

the floor to approve

Author: CA

**ISSUE**: As per ORS 297.466 (see attached), when a City's financial audit results in findings of deficiencies by an auditor, the city must adopt a "Plan of Action" to address those deficiencies. A copy of that plan, which can be done via a letter signed by the Mayor after it has been approved by City Council through a Motion *or* Resolution, must then be filed with the Oregon Secretary of State within 30 days of filing the City's audit report. Our Fiscal Year ("FY") 2020-2021 Audit Report had **2** such deficiencies (see Audit Report Management Letter), which need to be addressed through a "Plan of Action."

Previously, Council used a Resolution to approve the Plan of Action to address the deficiencies identified in the 2019-2020 Audit Report. This year, I am only requesting a Motion, since a Resolution is *not* required and would potentially take longer to pass and become effective. A copy of the signed Minutes of the City Council Meeting wherein the Plan of Action was approved (via Resolution *or* Motion) is also required to be submitted.

The attached Plan of Action Letter has been reviewed by the Audit Committee and Mayor Cutchen.

FISCAL IMPACT: None

**OPTIONS:** Approve and adopt the FY 20-21 "Plan of Action" Letter, to be signed by the Mayor and then filed with the Oregon Secretary of State.

**RECOMMENDATION:** Approve

**RECOMMENDED MOTION**: "I move to approve and adopt the Fiscal Year 20-21 Audit Report Plan of Action letter, to be signed by the Mayor and then filed with the Oregon Secretary of State."

### STRATEGIC THEMES/GOALS INVOLVED:

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

### ORS 297,466

- (1) In performing an audit and review required under ORS 297.425 (Annual audits required), the accountant under contract with the municipal corporation or the Secretary of State, whoever performs the audit and review, shall determine if the municipal corporation has, or has not, followed generally accepted accounting principles in reporting its financial condition and operations, established appropriate accounting systems and internal controls and substantially complied with legal requirements in conducting its financial affairs. The determination shall either be included in the signed expression of opinion or otherwise disclosed in the audit report required under ORS 297.465 (Standards for audits).
- (2) Upon receipt of an audit report under <u>ORS 297.465 (Standards for audits)</u>, the governing body of a municipal corporation shall determine the measures it considers necessary to address any deficiencies disclosed in the report. The governing body shall adopt a plan of action to address the deficiencies. The plan must include the estimated period of time necessary to complete the planned actions.
- (3) (a) Within 30 days after filing an audit report with the Secretary of State under ORS 297.465 (Standards for audits), a municipal corporation shall file with the secretary a copy of the plan of action adopted under subsection (2) of this section.
  - (b) At the request of the governing body of the municipal corporation, the secretary shall make suggestions for addressing the deficiencies cited in the audit report.
  - (c) For counties and cities, upon receipt by the secretary of the audit report and the plan of action adopted under subsection (2) of this section, the secretary shall either acknowledge the county or city's plan of action to address the deficiencies cited in the audit report or notify the county or city of deficiencies that, if not addressed, could result in withholding of funds under this section. If the governing body of the county or city does not agree with the notification by the secretary, the secretary shall provide the governing body with an opportunity for a conference regarding the notification, audit determinations or corrective measures to be taken.
- (4) If the Secretary of State determines that a county or city has not filed an audit report with the secretary as required under ORS 297.465 (Standards for audits), the secretary may certify the determination to the State Treasurer, the Director of the Department of Revenue, the Director of Transportation and the Director of the Oregon Department of Administrative Services.
- (5) If the Secretary of State concurs with determinations made under subsection (1) of this section in two successive audits and reviews of the same county or city, and determines that the governing body of the county or city has not taken adequate action to address the deficiencies cited in the notifications given under subsection (3) of this section, the secretary may certify the determination to the State Treasurer, the Director of the Department of Revenue, the Director of Transportation and the Director of the Oregon Department of Administrative Services. The certificate of the secretary under this subsection may be issued only after notice, opportunity to be heard and hearing pursuant to the provisions of ORS chapter 183, governing contested cases. The hearing shall be held within the jurisdiction of the county or city.

- (6) Upon receipt of a certificate from the Secretary of State under subsection (4) or (5) of this section, the State Treasurer, the Director of the Department of Revenue, the Director of Transportation and the Director of the Oregon Department of Administrative Services shall withhold from distribution to the county or city 10 percent of the moneys otherwise to be distributed to it under ORS 221.770 (Revenue sharing to cities), 323.455 (Distribution of certain cigarette tax revenues), 366.762 (Appropriation from highway fund for counties) to 366.768 (Advances from highway fund to county), 366.785 (Definitions for ORS 366.785 to 366.820) to 366.820 (Limit to application of ORS 366.785 to 366.815), 471.805 (Disposition of moneys) and 471.810 (Distribution of available moneys in Oregon Liquor Control Commission Account). The moneys withheld shall be disbursed to the county or city only after the officer responsible for disbursement has received notice from the secretary that:
  - (a) The county or city has filed the audit report required under ORS 297.465 (Standards for audits) with the secretary; or
  - (b) The governing body of the county or city has taken action to follow generally accepted accounting principles in reporting financial condition and operations and establish appropriate accounting systems and internal controls and will substantially comply with legal requirements in conducting its financial affairs.
- (7) The Secretary of State may not issue a certificate under subsection (5) of this section for failure to follow generally accepted accounting principles if a county or city has followed accounting practices authorized by state law.
- (8) As used in this section, "generally accepted accounting principles" means those accounting principles sanctioned by recognized authoritative bodies such as the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants, the Financial Accounting Standards Board or their successors. [1979 c.646 §2; 1981 c.245 §3; 1987 c.143 §8; 2007 c.184 §3; 2015 c.29 §3]



### City of Oakridge

48318 E. 1street - PO Box 1410 Oakridge, Oregon 97463 Phone: 541-782-2258 FAX 541-782-1081

March 2, 2023

Oregon Secretary of State - Audits Division 255 Capitol Street NE, Suite #500 Salem, OR 97310 municipalfilings.sos@oregon.gov

### Plan of Action for City of Oakridge FY 2020-2021 Audit Report

- a. The City of Oakridge, Oregon respectfully submits the following corrective action plan in response to deficiencies reported in our audit of the fiscal year ending June 30, 2021. The audit was completed by the independent auditing firm Pauly Rogers and Co., PC, which reported the 2 deficiencies listed below. This Plan of Action was approved and adopted by the Oakridge City Council during their meeting on March 2nd, 2023, as indicated by the signed minutes which are attached.
- b. The deficiencies identified in the FY 20-21 Audit Report are listed below and include the adopted Plan of Action and timeframe for each.

### 2. Deficiency #1

a. **Significant Deficiency "Journal Entries"** - During our Auditors' testing, they noted that there was no assigned reviewer for manual journal entries, and that all but five manual journal entries showed no evidence of approval. They recommend that manual journal entries are reviewed by a second individual, independent of the person responsible for entering journal entries, and that review be documented with a signature and date to enhance internal controls.

- b. Plan of Action In February of 2022, the city established a process to include a second review of all manual journal entries. The city's audit for 2021 was not completed until November 2022, at which time this corrective action had already been established. The City Administrator will also periodically review standing policies and procedures to ensure effective internal controls remain in place.
- c. **Timeframe** As mentioned above, the corrective action for this issue has already been implemented.

### 3. Deficiency #2

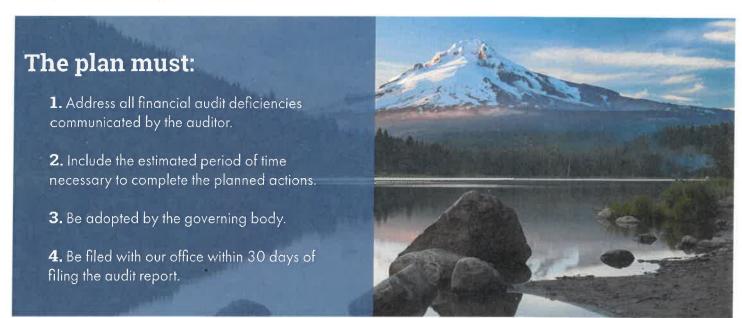
- a. Significant Deficiency "Bank Reconciliations" During the auditors' testing of bank reconciliation, they noted there was no review of bank reconciliations prepared by the city's Finance Director. The auditors recommend bank reconciliations be reviewed by a second individual, independent of the person who prepares the reconciliations, and that the review be documented with a signature of the reviewer and dated to enhance internal controls.
- b. Plan of Action In February of 2022, the city established a process to include a second review of all bank reconciliations. The city's audit for 2021 was not complete until November 2022, at which time this corrective action had already been established. The city administrator will periodically review existing policies and procedures to ensure effective internal controls remain in place.
- c. **Timeframe** As mentioned above, the appropriate corrective action for this issue has already been implemented.

Bryan Cutchen, Oakridge Mayor	Signature		
Jackie Taylor, Oakridge City Recorder	Signature		



# **Plan of Action**

When a municipality's financial audit results in deficiencies (findings) communicated by the auditor, the municipality must adopt a plan of action to address those deficiencies. A copy of that plan must be filed with the Secretary of State (ORS 297.466(2)).



Plans filed with the Secretary of State that have not been signed by an elected or appointed member of the governing body will not be accepted as fulfillment of this requirement.

An adopted plan is required for all financial statement audit deficiencies. At a minimum, the plan must include actions addressing all deficiencies classified by the auditor as either a material weakness or a significant deficiency. Single Audit findings related to federal compliance, and not part of the financial statement audit results, are not required to be included in the Plan of Action filed with the Oregon Secretary of State.

Documenting the plan and its adoption to comply with the requirements may still be confusing. Refer to the following table for acceptable documentation.



### **Acceptable**

- » Governing body adopts the plan through motion or resolution and signs a copy of the plan
- » Official copy of approved meeting minutes where the plan was adopted with clear indication of adoption



### **Not Acceptable**

- » Management's response to auditor findings
- » Acceptance of the audit report by the governing body
- » A plan signed by management or superintendent who is not an elected or appointed member of the governing body

# **Frequently Asked Questions**

### How do I know whether I have deficiencies or findings that apply to this requirement?

Auditors may report deficiencies as follows:

- 1. In the auditor's report on internal controls over financial reporting in accordance with Government Auditing Standards;
- 2. In the financial findings section of the schedule of findings and questioned costs issues as part of a single audit;
- 3. They may make reference to deficiencies and other matters that are communicated in a separate management letter; or
- 4. In the auditor's report on compliance with state regulations. Auditor comments regarding non-compliance that are not defined as a material weakness or significant deficiency do not require a plan of action to be filed with the Secretary of State.

If you are unsure, ask your auditor if there are any deficiencies subject to this requirement.

# What format should the plan take and how can I ensure it will be accepted by the Secretary of State?

A template is available on our website; <u>Plan of Action template</u>. Tailor the template to your specific entity and deficiencies reported. The plan must include:

- 1. The deficiency
- 2. Planned corrective actions
- 3. The timeline for implementation, and
- Clear demonstration it was adopted by the governing body.

### What if the government does not plan to correct the deficiency?

The governing body may choose to accept responsibility for the risks and deficiencies noted by the auditor and not take corrective action. For example, smaller entities may struggle to adequately segregate key functions of cash handling, record keeping, and related duties. In this case, the governing body's plan of action can be an acknowledgement of the deficiency and statement that no action will be taken. This statement should be accompanied by the reason no action will be taken and this matter must still be approved by the governing body through motion or resolution.

### What if the deficiency reported is a repeat from prior years?

If the deficiency is repeated in following years, the plan of action, or indication that no action will be taken, is still required to be adopted and filed with the Secretary of State each year.

### Who is the governing body?

The governing body includes elected (or appointed) officials who serve as oversight for the municipality. Examples include county commissioners, city counselors, elected Mayors and Fire Chiefs who serve as a member of city council or board of directors, and board members. It does not include school district superintendent, city administrator, or county clerk unless those are elected positions that also serve as a voting member of the governing body.

Questions? Get in touch:

(503) 986-2255 municipalfilings.sos@oregon.gov

# CITY OF OAKRIDGE LANE COUNTY, OREGON

# MANAGEMENT LETTER FOR THE YEAR ENDED JUNE 30, 2021



12700 SW 72<sup>nd</sup> Ave. Tigard, OR 97223



PAULY, ROGERS AND Co., P.C. 12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223 (503) 620-2632 ♦ (503) 684-7523 FAX www.paulyrogersandcocpas.com

May 2, 2022

To the Honorable Mayor and City Council City of Oakridge Lane County, Oregon

In planning and performing our audit of the basic financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Oakridge (the City) as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the internal control. Accordingly, we do not express an opinion on the effectiveness of the internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in internal control to be significant deficiencies:

### 1. Journal Entries

During out testing we noted that there was no assigned reviewer for manual journal entries, and that all but five manual journal entries showed no evidence of approval. We recommend that manual journal entries are reviewed by a second individual independent of the person responsible for entering journal entries, and that review be documented with a signature and date to enhance internal controls.

### 2. Bank Reconciliations

During our testing of bank reconciliation we were made aware that there is no reviewer for bank reconciliations prepared by the finance director. We recommend that bank reconciliations are reviewed by a second individual independent of the person who prepares the reconciliations, and that review be documented with a signature and date to enhance internal controls.

### Other Matters - Best Practices

### 1. Governing Body Monitoring

An integral part of internal controls is the monitoring of financial activities by those charged with the governance (the Board). This can be accomplished by asking specifically designed questions to senior staff, by reviewing basic financial statements and projections and by comparing financial results to pre-established benchmarks. While the Board participates in the budget adoption process and receives staff prepared basic financial statements, these only partially fulfill the monitoring function. We recommend that the Board articulate their monitoring practices and record in the minutes when those activities occur.

### 2. Stale-Dated Checks

We noted several stale dated checks dating back to 2010. We recommend that the City implement a policy that conforms to Oregon Unclaimed Property Law, which includes making and documenting efforts to find owners with property valued at \$100 or more and remitting unclaimed property to the State by the required time frame. See the full requirements for unclaimed property at Oregon.gov.

### 3. Intellectual Property

In the documents provided to us, we saw no indication of a City policy regarding the ownership of intellectual property developed by staff either using City assets or during employment hours at the City. We recommend the creation of a City policy, if one is not already in place, to address the potential creation of patents, copyrights, and other claims on intellectual property using City assets or time.

### 4. Fidelity Insurance Coverage

In reviewing fidelity (employee honesty) insurance coverage, we noticed that the cash balances carried are in excess of the insurance coverage. We recommend that the Board examine this exposure risk and make a determination as to the amount of insurance coverage they feel is prudent in regard to their oversight.

### 5. <u>Duplicate Invoice Entry</u>

During accounts payable testing, we noted that there were checks in the accounts payable aging report as of June 30, 2021 that had already been paid during the year. After further investigation, it was determined that these were the result of duplicate invoice entries into Asyst. We recommend routine monitoring of Asyst entries to avoid and correct duplicate invoice entries.

### 6. Minimum Number of Appropriated Funds

We noted that the City has more than the legally required number of funds. According to NCGA Statement 1, Paragraph 4, "Governmental units should establish and maintain those funds required by law and sound financial administration. Only the minimum number of funds consistent with legal and operating requirements should be established, however, since unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration." We recommend that the City consider closing funds that are not required to be in a separate fund or consolidating them into related funds. Both GFOA (Government Finance Officers Association) and GASB (Governmental Accounting Standards Board) encourage governments to use the minimum number of funds.

Pauly, Rogers and Co., P.C. May 2, 2022

### 7. Disbursement Documentation

In our testing of disbursements, we noted several instances in which there was no approval or backup documentation for the disbursement. We recommend that each disbursement goes through a documented approval process and that all supporting documentation is recorded and stored for future reference.

### 8. Revenue and Receivable Balances

In our testing of both revenue and receivable funds, significant changes in account balances were unable to be explained by staff. We recommend that all income streams be supported by documentation that is stored for future reference.

This communication is intended solely for the information and use of management and the Board of Directors, and is not intended to be, and should not be, used by anyone other than these specified parties.

Roy R. Rogers, CPA

Roy R Rogers

PAULY, ROGERS AND CO., P.C.

### **Business of the City Council**

City of Oakridge, Oregon

March 2, 2023

**Agenda Title:** Triple Summit Challenge RTMP Funds & Partial Fee Waiver Requests

Agenda Item No: 9.2

**Exhibit:** Rental Application Forms & Information

Author: CA

**Proposed Council Action:** A motion from

the floor to approve

**ISSUE**: For the past 6 years, Devin Vanscoy (a former OHS teacher and resident now living in Eugene) has organized the annual Oakridge Triple Summit Challenge, a running event/race. He was granted RTMP funds in the past and is requesting **\$1,000** in RTMP funds for this year's event, which is scheduled for **August 4-6**, 2023 at Greenwaters Park.

For more information, visit: https://oakridgetriplesummitchallenge.com/

Devin is also requesting a *partial* fee waiver of \$1,000 of the \$2,500 it costs to rent Greenwaters Park for 3 days (including 2 nights of camping). The reason for this request is due to the fact that last year he was only charged \$1,500 for the rentals (\$500 per day for the amphitheater only), instead of the \$2,500 he *should* have been charged because when overnight camping is involved and/or admission is charged, it requires the *entire* park be rented for those days at \$1,000 per day), so this expense was not expected by Devin. I explained the error to Devin and agreed to present his partial fee waiver request to Council for consideration. Devin's application materials are attached as Exhibits and he will be at the Council meeting to answer questions.

**FISCAL IMPACT:** \$2,000 (\$1,000.00 RTMP Funds + \$1,000.00 partial fee waiver)

**OPTIONS:** Approve, deny, or modify the RTMP funding request and partial fee waiver requests

**RECOMMENDATION:** Approve

**RECOMMENDED MOTION**: "I move to waive \$1,000 of the \$2,500 in park rental fees and to grant \$1,000 in RTMP funds for the 2023 Oakridge Triple Summit Challenge."

### 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 open to business.

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



# City of Oakridge

	ntal Application	on
Name: Devin Vanscay Hours: All Day Open at: 2 pm 0. 8/ Contact address: 33 4 Foxfai Dr. Bugt		contact phone:
Facility:	Rent:	#541-337-
Greenwaters Picnic Shelter	\$40	541-337-3122
Greenwaters Community Building	\$80	
Greenwaters Amphitheater	\$500 - 1 Day	
Greenwaters Whole Park	\$1,000 - 2 Day	\$
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	_ 00
OIP Overflow Parking	\$200	\$2,500.
	* Request	#2,500.00 Total Fees: \$1,500
Requires Council itreet closure location:	Approval	
Alcohol permit:YesNo		
loise permit: N/A		
lature of noise:		
stimated distance noise will be plainly audible:		
a variance required: Yes No		
ariance subject to event rules (see reverse) ttach a list of all residences/businesses within 500 feet		
oplicant signature:	Date: 2-4	8-23
		OFFIGE USE
		OFFICE USE ONLY Date paid:
		Amount paid:

#### **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:

Date: 2-8-23

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.

## **Oakridge Rural Tourism Marketing Program**

Tourism is a vital component of Oakridge's economic stability. We are actively soliciting events that promote tourism in Oakridge measured in part by the length of stay of visitors; county wide visitation; and return visits. These activities/events may, for example, center around recreation, sustainability, eco-tourism, cultural awareness, foraging and historical education opportunities to name a few. Oakridge is committed to the success of events that will promote Oakridge and increase our tourism economy.

The objective is to help provide "seed" funding and invest in activities, projects and events that have the potential for growth and self-sufficiency. The funds are generated from overnight stays and are used for programs that will generate more overnight stays.

If you have any questions prior to submitting your application, please reach out to <a href="mailto:cityadministrator@ci.oakridge.or.us">cityadministrator@ci.oakridge.or.us</a> or <a href="mailto:mayor@ci.oakridge.or.us">mayor@ci.oakridge.or.us</a>

#### **Eligibility Criteria**

- Tourism promotion and tourism related facilities
- Only groups in good standing with the City of Oakridge may apply.
- Special Events

#### Priority is given to projects that:

- Attract visitors from outside the community
- Create overnight stays at Hotels, Motels, AirBnB's, etc.
- Include or involves multiple community and tourism partners
- Leverage additional dollars or resources
- Self-Sustaining, have growth potential, or builds capacity
- Measurable or attainable Return on Investment (ROI)

#### **Maximum Grant Request**

The Oakridge RTMP is allocated approximately \$18,000 annually.

- NonProfit organizations may request up to \$2,500 per eligible project or event for up to 5 years.
- For profit Organizations may request up to \$2,500 per eligible project or event for up to 3 years.

After which point, they become a Heritage Event, and are eligible for \$1,000 annually.

\*Special Event exceptions can be considered if an organization cannot hold the event without more funding. Check the *Special Event Exception* box below if your event requires this.

#### **Application Process Steps**

Grants are made on a rolling basis throughout the year unless funding has been exhausted.

- 1. Applicants are required to submit their request to the City Administrator.
- 2. The City Administrator will then schedule an RTMP Committee meeting for application review. Applicants are encouraged to attend this meeting to answer any questions the committee may have. A scoring sheet that is consistent with the County's guidelines will be attached to each application for scoring. Please note, these scoring sheets may be viewed by the public upon request.
- 3. City Council makes the final determination of approval or denial at a regularly scheduled Council meeting. The City Administrator will advise you of when the application will come before the Council. You must be present at that time. See City website for calendar of meetings.

#### **HOW TO APPLY:**

Applications may not be submitted more than 12 months prior to the event and no closer than 3 months prior to the event. Completed applications will provide the RTMP Committee information as to how the event or activity will promote tourism and bring overnight stays to Oakridge. Incomplete applications will not be accepted.

Submissions must include the following documents:

- Request for Funding
- A completed RTMP questionnaire
- Advertising plan.

Decisions will be made on applications within 30 days of receipt and applicants will be notified of the decision.

How to submit your application:

Email: cityadministrator@ci.oaridge.or.us Mail: PO Box 1410, Oakridge, OR 97463

Deliver at City Hall: 48318 E First St. Oakridge, Oregon

#### REIMBURSEMENT

- 1. Keep all receipts and documentation of funds spent. It is your responsibility to provide proper documentation, receipts and proof. Canceled checks attached to a corresponding itemized invoice are acceptable. Links to websites as well copies of brochures attached to paid invoices will also be accepted as advertising documentation. Pictures from the events or projects are required. These are just examples of documentation that will be accepted for reimbursement. You must present receipts to prove funds have already been spent as well as proof of advertising and the actual occurrence of the event.
- 2. Submit documentation promptly after the event is held.

- 3. Funds will be dispersed on a reimbursement basis only. All completed reimbursement requests will be filled within 30-days of submission to City Hall.
- 4. An "After Event Summary" is required. This will need to demonstrate costs, attendance, overnight stays, out of area attendees, fundraising efforts and advertising is also required. This information is critical to the impact assessment of tourism in our community and will be used by the RTMP committee to assess future requests.

# RTMP QUESTIONNAIRE

Ever	nt Name: Oakridge Triple Summit Challenge			
Cont	tact Person(s): Devin VansCoy Pho	<sub>ne:</sub> #541-	337-312	2
Add	ress: 334 Foxtail Dr. Eugene, OR. 97405			
Ema	ail: devin.vanscoy@gmail.com			
Date	e of Event: 8-4-23 to 8-6-23 Event Location: Office Covered B	ridge and G	Sreenwate	ers Park.
Ple	ase answer the following questions regarding your event/p	roject by	circling Y	or N.
1.	Does your event/project create overnight stays? (hotel/motel/STR)		Y=10	N=0
2.	Does your event/project increase room stays during the Fall or early	y Spring?	F=5	S=5 (N
3.	Does your event/project create visits or increase the amount of time	ne spent in		
	the area by improving the attractiveness of the community?		Y=10	N=0
4.	Does your event/project focus its marketing to bring in visitors from	n		
	other states?		Y=5	N=0
5.	Does your event/project focus on attracting Oregonians to Oakridge	e during		
	"peak season/" (June -August)		Y=5	N=0
6.	Does your event/project work with other organizations to market the	he Oakridge	2	
	area within local, state and private agencies?		Y=10	N=0
7.	Is this a group travel tour or package?		Y <b>=</b> 5	N=0
8.	Are you working with Travel Lane County?		Y=10	N=0
9.	Do you offer incentives to promote return visits?		Y=10	N=0
		TOTA	L: 55	
"yes."	separate piece of paper please provide an explanation for Please number your responses corresponding to the number et all to be funded. Scores of 30 pts or more will qualify for fun	as above.		
Applica employ or in p	ant or Group agrees to indemnify, defend and hold harmless the Ci yees against all liability, loss and costs arising from actions, suits, claims of art to the acts or omissions of Applicant or Group, and Applicant's and yees, in performance of the Event or project.	ity and its o	attributed	l in whole
<u> </u>	Check here if your event requests Special Funding (see details above)			
Cianat	man les Attached Date	. Februa	rv 18th. :	2023

RTMP QUESTIONNAIRE
Land Company of the C
Event Name: Oakindge Tople Swiff Group! 1991-337-3123  Contact Person: Devi Ar Vons Coy Phone: # 541-337-3123
Contact Person: Della Vamo Cog  Address: 334 Foxtail Dr. Eugene, Orks. 97466 30
Address: 334 Fox tail Vr. Lugare, Date of Event: August 4th 6th, 20
ストール・アンドゥ ストラスト ストラスト ストラスト (1997) 1997 1997 1997 1997 1997 1997 1997
in regards to your event.
Answer an december 200
1. Does your event/project creste motel/hotel room stays?
2. Does your event/project increase room stays during the  2. Does your event/project increase room stays during the
Fall or early spring?
Fall or early spring?  3. Does your event/project create visits or increase the amount of time  3. Does your event/project create visits or increase the amount of time  3. Spent in the area by improving the attractive less of the community?  Spent in the area by improving the attractive less of the community?
spent in the area by improving the state of the spent in the state of the spent in the area by improving the state of the spent in the area by improving the state of the spent in the area by improving the state of the spent in the area by improving the state of the spent in the area by improving the state of the spent in the area by improving the state of the spent in the area by improving the state of the spent in the area by improving the state of the spent in the area by improving the spent in the area by improving the state of the spent in t
other states?  5. Does your event/project focus on attracting Oregonians to Oakridge.  7) N
during "peak season/" (June – August)  6. Does your event/project work with other organizations to market the Oakridge area with in local, state
A Later appropriate and the second se
To you target or monitor Western Canada or international
8 to this a group travel tour or
a. Do you have a target group? b. Do you have activities included?
An unit working with Travel Lang County!
To you affor incentives to promote return values
9. Does your event/project provide training on tourism starting
Hospitality or service?
On a separate piece of paper please provide an explanation for each question you marked was. Number
You do not need to meet all 9 criteria to be funded.
Applicant or Group agrees to indemnify, defend and hold harmless the City and its officers, agents and
and the liberties and once arising from actions, sents, clause or actions of tributed attivition
or in part to the acts or omissions of Applicant or Group, and Applicant's any or Group's officers, agents and
employees, in performance of the Event or project.
Signed: Printed Name: Policy UNSCOU
Pari Director
Title or eflation to Group or Event:

#### RTMP Grant Yes Answers:

- 1. The OTSC is a three day stage race so runners must stay near the area so they are ready to race the next day. This means plenty of runners will be staying at a Hotel.
- 3. The trail running community is one of the best communities to be a part of. This race breathes that community. Since this race is a three day stage race the runners will meet as strangers but leave as friends.
- 4. This race is starting to gain national popularity, and is a unique race with it being 3 total days. This means that this attracts runners from all over the United States.
- 5. This race will be held on August 4th-6th, so this event attracts Oregonians to the area during peak season.
  - 6. I am working with Eugene Cascades Coast to help promote Hotels for runners.
  - 8. Yes, we are working with Travel Lane County
- 9. The OTSC is held every year so this encourages runners to come back each year to do the race.

REQUEST FOR FUNDING					
Budget Category	Expenses	Funding Requested			
Personnel					
Equipment	\$ 2,000.00				
Travel/Conferences/ Training	\$ 300.00				
Supplies	\$ 100.00				
Advertising	\$ 2,000.00	\$ 1,000.00			
Rent/Utilities	\$ 21\$1,700.00				
Administrative Costs	\$ 300.00				
Other					
Other					
Total	\$ 6,400.00	\$ 1,000.00			

Prepared by: Title:

Race Director

Signature of Program Contact:

**Devin VansCoy** 

Note:

This form must be submitted in the original grant application.

### **Your Advertising Plan**

If you are awarded funding from the RTMP all advertising must include the following statement:

"This event is funded in part by the Lane County Rural Tourism Marketing Program."

Describe your plan for advertising this event / activity / project. This may include, but not limited to: Flyers, Posters, Brochures, websites, logos. Does your Event/Project have a web page, social media link? please provide the link(s):

Attach additional pages if needed.

I have two websites, instagram page, and facebook page.
https://oakridgetriplesummitchallenge.com/
https://elevatedtrailracing.com/
https://www.instagram.com/elevated_trail_racing/
I also provide professional photography so racers can use the pics as they please.

If not yet completed, we will need a copy of all printed ads included in your After Event Summary.

\*\*Please note, one way to help fund your event is to request local businesses to sponsor your event with a donation, in return your event include their logo on all of your advertising.

Total Spen	Short Description of Expense	Budget Category
	OI Expense	Personnel
		Equipment
		Travel/Conferences/Training
		Supplies
		Advertising
		Rent/Utilities
		Administrative Costs
		Other
		Other
		Total
		Funds Requested
	sted for Reimbursementation attached. (Pro	Fotal Funds Requested  * Amounts Reque

## **After Event Summary**

On a separate piece of paper please summarize your event to be presented to Council. Below is the information we ask to be included in the summary, and a few suggestions we would like to hear about, but are not required.

Sugges	ited Event Summary	
•	Of event attendees, how many stayed in local accommodations? If so, which ones?	ch
•	Of event attendees, how many were from out of the area?	
•	How many people attended and where were they from? I.E. Oakridge 78, Eugene 13, Springfield 12, etc.	
0	Have you asked any Hoteliers if they had overnight guests from your event?	

(https://oakridgetriplesummitchallenge.com)

# **Event Schedule**

# **Schedule of Events**

# Thursday, August 3rd 2023:

7:00 PM - 9:00 PM: Packet Pickup: Westfir Race Venue

# Friday, August 4th 2023:

5:00 AM - 6:45 AM: Packet pickup at the Alpine Westfir trail parking lot

7:00 AM: Alpine Westfir Start

10:00 AM: Free gourmet meal provided at your convenience, and adult beverages provided by Ninkasi Brewing. Non-alcohol beverages also available.

# Saturday, August 5th 2023:

5:00 AM - 6:45 AM: Packet pick up at Greenwaters Park.

(https://oakridgetriplesummitchallenge.com) 7.00 AN. Obad Massacin Start

10:00 AM: Free gourmet meal provided at your convenience, and adult beverages provided by Ninkasi Brewing. Non-alcohol beverages also available.

# Sunday, August 6th 2023:

5:00 AM - 6:45 AM: Packet pickup at Greenwaters Park

7:00 AM: Larison Rock Ascent Race Start

9:00 AM: Free gourmet meal provided at your convenience, and adult beverages provided by Ninkasi Brewing. Non-alcohol beverages also available

10:00 AM: Awards presentation for entire weekend

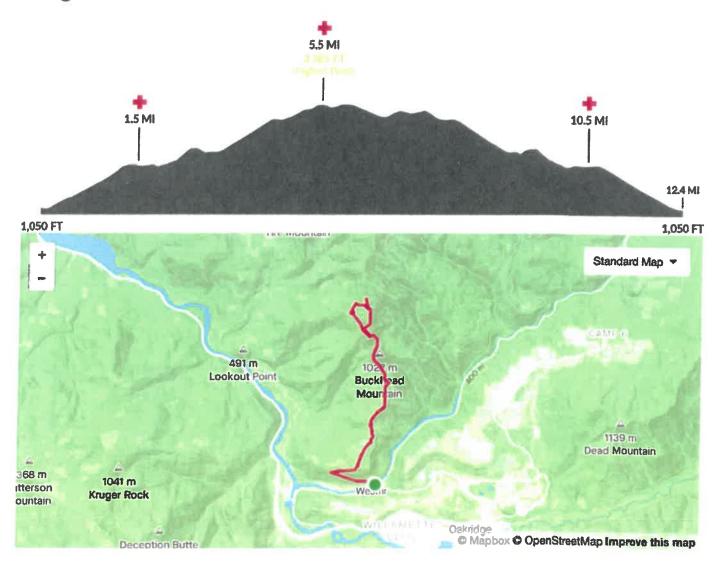
VIEW RACE DETAILS (https://oakridgetriplesummitchallenge.com/race-info/race-details/)

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# **Race Details**

Day One: Alpine Westfir August 4th 2023, 20k, 2,940 ft Elevation Gain



Starting at the Westfir parking lot you will run on the gravel and take a left going toward the Alpine tie trail. You will start your climb and 1 mile into the race you will take a sharp right on the alpine trail. You will continue to follow the Alpine trail up until you hit the first summit about 1.5 miles into the race. This will be the first aid station. From there you will continue on the Alpine trail until you hit the Buckhead shelter summit road. From here you will hit your second aid station and this is the end of the king/queen of the mountain segment. From here you will take a left and run approximately one mile down the road before taking a left on a tie trail that connects back with the Alpine trail. Once connected back you will go down the same way you came up hitting your final aid station with approximately 1.5 miles to go. This is the start of the sprint segment, which ends at the finish of the race.

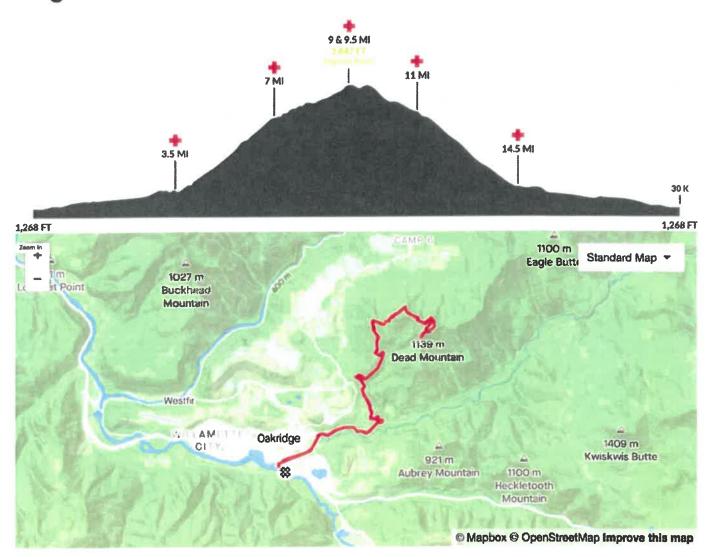
After the race, enjoy a cold one or two on us provided by Ninkasi Brewing, and a tasty meal.

Directions: From Eugene: Get on I-5 heading south and take the highway 58 exit toward Oakridge. You will be on highway 58 for approximately 38 miles, then will take a left on Westfir Rd and follow that road for 2.2 miles until taking a left on the office covered bridge parking lot.

43.7584° N, 122.4957° W

 $(https://oakridgetriplesummitchallenge.com/wp-content/uploads/2023/02/Oakridge-Triple-Summit-Day-1\_-Alpine-Trail.gpx) \\$ 

## Day Two: Dead Mountain August 5th 2023, 30k, 3,267 ft Elevation Gain



Starting at Greenwaters Park you will run on a flat trail hugging the river for approximately 3 miles before hitting the dead mountain trailhead. This will be where you hit your first aid station and start to climb. You will climb for approximately 4 miles hitting another aid station, and finally a third aid station at the top. From here you will run the devil's backbone section for some amazing views and then run back down the trail hitting two more aid stations on the way down for a total of five

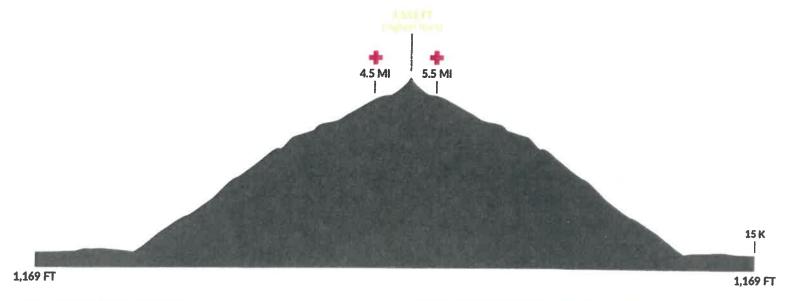
possible aid stations. The start/finish are at the same location. The start of the King/Queen of the Mountain segment will start at the first aid station and will end at the third aid station. The sprint segment will start once you begin your descent after passing the aid station to the top. It will end once you hit the last aid station.

After the race, enjoy a cold one or two on us provided by Ninkasi Brewing, and a tasty meal.

Directions: From Eugene: Head on I5 South. Take Highway 58 Exit Toward Oakridge. Continue east on Highway 58 through the town of Oakridge. Take a right at the Greenwaters Park sign just east of Oakridge. Parking available in the park.

43°44'17.0"N 122°27'25.1"W

## Day Three: Larison Rock Ascent August 6th 2023, 15k, 2,665 ft Elevation Gain





The last race of this series will start at Greenwaters Park. You will take a right over the bridge and run on the Greenwaters trail for about a half mile when you will turn right on a gravel road. After a short distance on the gravel, you will see the Larison Rock Trailhead on your left. This trail gradually climbs for another 3.5 miles until you hit a road crossing. At this point (4.5 miles) you will hit your first aid station. You will then proceed to run another .5 miles to the summit of Larison Rock at 3,558 feet in elevation. You will touch the rock at the summit and start making the descend down. At the end you will cut the flat section short and proceed to the most direct path back to the Amphitheater. The beginning of the king/queen of the mountain segment that will start once you leave the start and will end at the top of the rock. The sprint segment will begin once you start your descent on top of the rock and end after getting off the trail onto the gravel road.

This race features a spectacular view at the top of Larison Rock, as well as over 2,600 feet of elevation gain. You will hit the aid station two times.

All races are dog friendly! There will be treats and water provided at each aid station and will have dog awards at the conclusion of each race. There is a 5 dog limit per event, so please be sure to check in with us before bringing your pup!

Awards for the entire weekend as well as raffles will take place after the race!

Directions: From Eugene: Head on 15 South. Take Highway 58 Exit Toward Oakridge. Continue east on Highway 58 through the town of Oakridge. Take a right at the Greenwaters Park sign just east of Oakridge. Parking available in the park.

43°44'17.0"N 122°27'25.1"W

Theme: Illdy (http://colorlib.com/wp/themes/illdy). © Copyright 2023. All Rights Reserved.

City of Oakridge, Oregon March 2, 2023

Agenda Title: Reserve Police Officer

**Charlie Diaz Retirement Gift** 

Proposed Council Action: A motion from

the floor to approve

Agenda Item No: 9.3

Exhibits: 2 attached photos

#### **ISSUE:**

Oakridge Police Department Reserve Officer Charlie Diaz retired from duty last month after 21 years of service to our community. As a Reserve Officer, Charlie put his life on the line to serve and protect our citizens for *free* (Reserve Police Officers are unpaid). It is customary to give retiring officers a retirement gift in recognition of their service. Chief Martin and I are proposing make a "shadow box," which would contain a customized retirement badge, plaque, and other police related items of memorabilia. A photo example of a similar shadowbox is attached as an Exhibit, as well as a photo of Charlie on duty with fellow retired Officer Steve Davidson. We are requesting *up to* \$250.00 of non-allocated general funds to make the box. Once it is made, the shadowbox would then be presented by Council to Officer Diaz during a future City Council meeting.

Current and former OKPD Officers are also contributing and pooling their own money to purchase a gift certificate to give to Charlie. If anyone would like to contribute to that effort, they may do so by contacting the CA or any of our current Police Officers.

FISCAL IMPACTS: Up to \$250.00

**OPTIONS:** Approve, deny, or modify

**STAFF RECOMMENDATION:** Approve

**RECOMMENDED MOTION:** "I move to approve up to \$250.00 in non-allocated general funds, to purchase a badge and other items for a "shadowbox," to later be presented by Council to Reserve Police Officer Charlie Diaz as retirement gift, in recognition of his decades of service."

**Charlie Diaz on duty with Steve Davidson** 



# Shadowbox Example



City of Oakridge, Oregon

March 2, 2023

**Agenda Title:** Library Roof Repairs

Agenda Item No: 9.4

**Proposed Council Action:** A motion from

**Exhibit:** Estimate and Photos

the floor to approve

Agenda Bill Author: CA

ISSUE: The skylights on the library roof have had multiple leaks over the years (see water stains in the attached photos). About a month ago, Librarian Georgi Samuelson reported that one was leaking again quite badly, requiring placing buckets on the floor in the middle of one of the book aisles, creating a tripping hazard. I went up on the roof and used a lot of silicone calking to try to fix the leaks coming through the original tar "patch job" previously attempted to fix the problem (see photos). So far, this repair has stopped the leak, but it is not a permanent solution/fix.

On 2/17/23, 2nd Chance Roof and Chimney came out and inspected the roof and gave us an estimate (see attached Exhibit) to repair it. They do not know the exact cost to make the repair, but have proposed charging us \$85 per man hour plus the cost of materials, *up to* \$2,500 total. The library does not have any money in their budget for these repairs, but ARPA funds can be used for this.

There are multiple additional skylights that have had the same problem in the past (see attached photos), but so far the tar "patch jobs" on these have held up, but they will probably need to be fixed later as well. Based on whether or not the roofers are able to fix the current leaking skylight and how much it costs, Council could consider additional repairs in the future.

**FISCAL IMPACT:** Up to \$2,500 (of ARPA funds)

**OPTIONS:** Approve or deny

**STAFF RECOMMENDATION**: Approve

**RECOMMENDED MOTION:** "I move to approve up to \$2,500 in ARPA funds to fix the leaking skylight on the roof of the library."

#### STRATEGIC THEMES/GOALS INVOLVED:

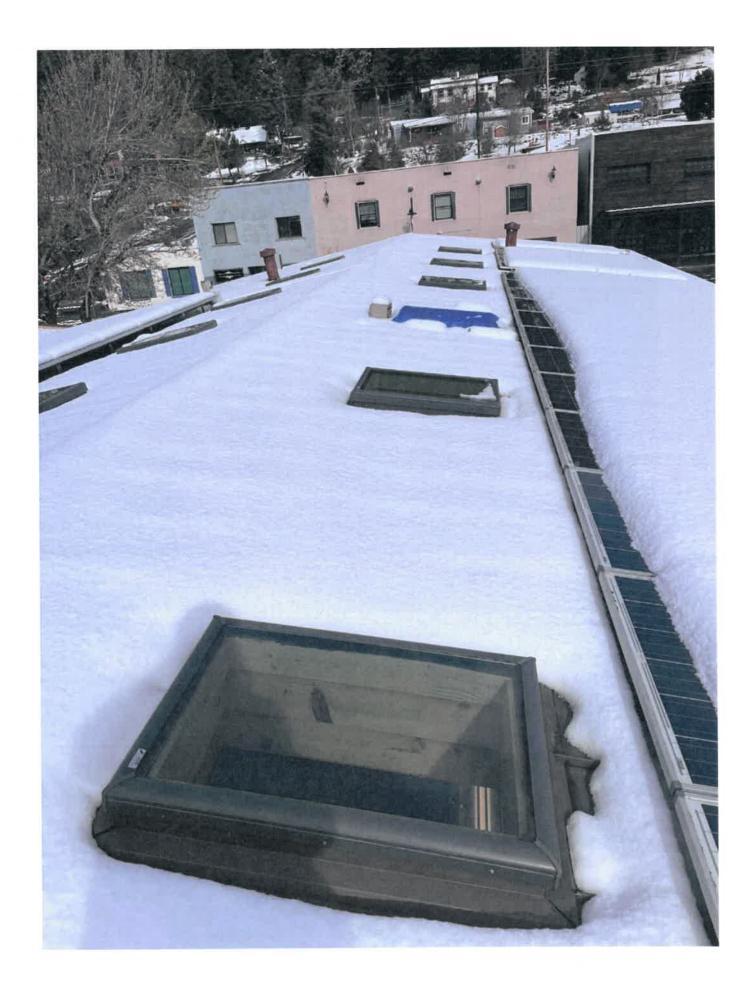
Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

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









WO #:		2nd Chance Roof and			
<b>Customer:</b>	Robert (City of Oakridge)				
Address:	48318 E 1st St	Chimney			
	Oakridge, OR	1365 Interior Street, Unit C			
Email:	robeartchrisman@ci.oakri dge.or.us	Eugene, Or 97402 Phone (541) 731-3740			
Phone:	541-954-3121	2ndchanceroofandchimney@gmail.com			
Date:	2/8/23	www.2ndchanceroofandchimney.com CCB# 223446			
Source:	WOM	CCB# 223446			
		·			
	Dunnand	Mode Differen			

	Unit Price:		
Remove and replace fl will involve opening up cutting panels to allow			
appropriately. This will	knowns in pulling this apar be done at time and mate used). Not to exceed \$2500	rial (\$85 per man hour	
Total:			
Materials deposit:	Type:	Date:	
Final Payment:		Date:	

Sign:

Date:

City of Oakridge, Oregon

March 2, 2023

**Agenda Title:** Well #2 Restrictive Easement

Update

**Proposed Council Action:** N/A (info only)

Agenda Item No: 9.5

**Exhibits:** Photo of Well #2 Easement Area Restrictive Easement "Decision Tree"

Agenda Bill Author: Rick Zylstra

**ISSUE:** City staff has been working with the City Attorney, City Engineer, and the Oregon Health Authority (OHA), as we work towards a resolution regarding the need for a Restrictive Easement for Well #2.

There are a few steps we need to take in order to achieve compliance with OHA and DEQ. As we go through this process, there are different options and outcomes (some more desirable than others), depending on the variable factors, as outlined in the attached "decision tree".

FISCAL IMPACT: Unknown/Depends

**OPTIONS:** See attached "Decision Tree"

**STAFF RECOMMENDATION:** N/A (Update only)

**RECOMMENDED MOTIONS:** N/A (Update only)

#### STRATEGIC THEMES/GOALS INVOLVED:

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

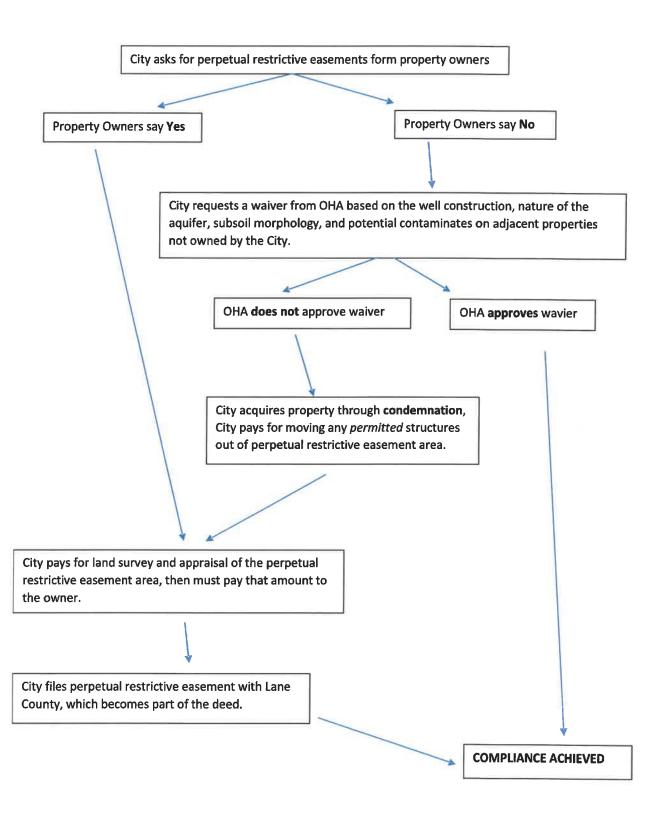
Theme 2 (Responsive Government), Goal #1: In an open and transparent manner, effectively deliver services that citizens need, want, and support.

Theme 2 (Responsive Government), Goal #2: Provide facilities & infrastructure that supports current & future needs Theme 2 (Responsive Government), Goal #3: Manage finances in a fiscally responsible manner ensuring long term financial stability.

# **Photo of Well #2 Restrictive Easement Area**



# **Well #2 Restrictive Easement Decision Tree**



City of Oakridge, Oregon

March 2, 2023

**Agenda Title:** New Planning Commissioner

**Application Questionnaire** 

Proposed Council: A Motion from floor to

approve

Agenda Item No: 9.6

**Exhibits:** Current Questionnaire Examples of Other Questionnaires Suggested New Questionnaire

**Agenda Bill Author:** Rick Zylstra

**ISSUE:** After reviewing the Planning Commissioner application questionnaire it is noticeable that it is dated in that it refers to the "Highway 58 Refinement Plan" completed in 2006. I would like to ask the council to update the questionnaire with questions not bound to outdated projects and have prepared a draft of an updated questionnaire. Included are some questionnaires from local neighboring municipalities and Lane County.

FISCAL IMPACT: none

**OPTIONS: 1)** Leave questionnaire as-is

- 2) Refer the issue to the Admin Committee for review\*
- 3) Approve the recommended new questionnaire (see attached)

\*Currently the Admin Committee does not have quorum due to a member recently moving outside city limits, and therefore it cannot meet until either 1 or more additional committee member(s) applies and are confirmed, or until a new Resolution for the Admin Committee allowing members to live outside city limits is approved and goes into effect (could take up to 2 months for 1st & 2nd readings plus the 30-day effective date waiting period).

**RECOMMENDATION:** Option 3

**RECOMMENDED MOTION:** "I move to approve the recommended new questionnaire for Planning Commission applicants."

# **Current Oakridge Planning Commission Questionnaire**

- 1. What do you see as the future of Oakridge?
- 2. How do you think the City Council views the future of the city, and are your views compatible with those of the Council?
- 3. As a Planning Commissioner, how might you advance the goals of the City Council?
- 4. Since the city is preparing for large projects, such as the 2006 Highway 58 Refinement Plan, dedication of time and effort is required. Discuss your availability for these types of projects.
- 5. As a general rule, when do you feel variances and conditional uses should be granted?
- 6. How do you feel the City Staff should assist the Planning Commission in their efforts, and how important is their staff reports?

# **Recommended New Planning Commission Questionnaire**

- 1) Why do you want to become a member of the Planning Commission, and what specific contributions do you hope to make?
- 2) Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will *not* disqualify you from consideration.)
- 3) What topics or issues related to the Planning Commission most concern you and why?
- 4) Do you use and have access to reliable computer (or laptop etc.) and email?
- 5) The Planning Commission often reviews projects with accompanying documentation (design plans, maps, zoning ordinances & laws, etc.) which can sometimes require a considerable amount of time to review prior to the Planning Commission meetings. Please discuss your availability in terms of time commitment.
- 6) As a general rule, when do you feel variances and conditional uses should be granted?
- 7) How do you feel the City Staff should assist the Planning Commission in their efforts, and how much consideration would you give to their staff reports?
- 8) Have you attended any Planning Meetings (for any city) in the past?

# **Examples of other City's Planning Commission Questionaries**

## **Springfield**

- 1. What experiences / training / qualifications do you have for this particular board / commission / committee?
- 2. What specific contribution do you hope to make?
- 3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)
- 4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?
- 5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings generally last one and one-half hours. It is highly recommended you attend a meeting before submitting the application.

#### Veneta

- 1. Please give a brief description of the experience or training that qualifies you for membership on this commission/committee. (If you wish, you may attach a resume or other pertinent material.)
- 2. Why do you want to become a member of the above-mentioned commission/committee and what specific contribution would you hope to make?
- 3. Please list the community concerns related to this commission/committee that you would like to see addressed if you are appointed.
- 4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)
- 5. Are you currently serving on any Advisory Boards, Commissions or Committees? If so, which ones?
- 6. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the committee on which you are seeking appointment?

# <u>Creswell</u>

- 1. Why do you want to become a member of this commission or committee?
- 2. What experience, training, and/or qualifications do you have for this particular commission or committee appointment?
- 3. What specific contribution do you hope to make to the commission or committee?
- 4. Briefly describe your involvement in relevant community groups and activities?

#### Lowell

- 1. Years of Residence in Lowell:
- 2. Place of Employment:
- 3. Occupation:
- 4. Educational Background:
- 5. Prior Civic Activities:
- 6. Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.
- 7. Discuss your motivation for serving on this Board, Commission, or Committee.

## **Lane County**

- 1. Give a brief description of the experience or training that qualifies you for membership on this advisory committee (If you wish, you may attach a resume or other pertinent material).
- 2. Why do you want to become a member of this committee, and what specific contributions do you hope to make?
- 3. List the community concerns related to this committee that you would like to see addressed if you are appointed.
- 4. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)
- 5. Lane County is committed to reflecting diverse cultures on its boards/committees and does not discriminate against any person on the basis of race, color, national origin, age, disability, sex, religion, language, ethnicity, socio-economic status, sexual orientation, gender identity or expressions, veteran's status, or political beliefs in employment or in admission, treatment, or participation in its programs, services, and activities. If selected, how would you contribute to this effort?

City of Oakridge, Oregon March 2, 2023

**Agenda Title:** Extending use of the Warming Center through March & Donation of Storage Shed by OHS

**Proposed Council Action:** Approve or Deny

the request

Agenda Item No: 9.7

**Exhibits:** 2/16 Warming Center Status Report Photo of storage shed being built by OHS

Photo of planned location at Greenwaters Park

10 Day Weather Forecast

#### **ISSUE:**

Due to abnormally colder weather in the extended forecast (see attached forecast through 3/7/23), Kathy Holston-Nichols and the Warming Center volunteers would like to request permission from Council to continue using the Greenwaters Park Community Building as the Warming Center through the month of March, on nights when it is below freezing (32 degrees). This would cost an additional \$400.00 for insurance because it is billed for the entire month, regardless of the number of days used.

So far the program has been very successful and there have been no major issues (no damages to the building, no major police issues, etc.) For additional details, see the attached copy of the 2/16/23 Warming Center Status Report.

Also, Oakridge High School ("OHS") shop teacher Ed Mooneyhan and his students have been building a storage shed (see attached photo) that they wish to donate to the City, to be placed at Greenwaters Park (see attached photo of planned location), to be used for secure storage of the Warming Center supplies (cots, blankets, toiletries, clothing, food, etc.) during the winter, and for other groups renting the park for events during the rest of the year. It requires no electricity or plumbing (although both are options in the future if desired, as the design is similar to a "tiny home").

The only other cost associated with the shed donation is the request for *up to* \$50.00 (from the Parks budget) to purchase a customized plaque to be affixed to the storage shed commemorating OHS' donation of the shed to the city. Photos of the actual shed being donated and of the planned location for it at Greenwaters park are attached as exhibits.

**FISCAL IMPACTS:** \$450.00 total (\$400 for insurance coverage through March and *up to* \$50.00 for a plaque for the donated storage shed).

**OPTIONS:** Approve or Deny

**STAFF RECOMMENDATION:** Approve

**RECOMMENDED MOTIONS:** "I move to allow the Warming Center to continue to operate at Greenwaters Park through the month of March, and to approve up to \$50.00 from the Parks budget to be spent on a plaque for the storage shed donated by Oakridge High School."

# STRATEGIC THEMES/GOALS INVOLVED:

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

Theme 1 (Safe Community), Goal #2: Provide efficient, sustainable, and equitable public safety services including police, fire, and emergency medical services.

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

# Warming Center Status Report to Council

Feb 16, 2023

Since December 1<sup>st</sup>, and through Feb. 16<sup>th</sup>, we have used the Greenwaters Community Building to give a warm place to sleep to around eleven individuals averaging 4 each night we are open.

We have been open 20 days beginning Dec. 1 providing a meal and a warm place to sleep 41 different times.

The Meals are coordinated by Peggy Marconi and we are grateful to Judy Hampton, Dee Sidwell, Maggie Curtis, Erica Davidson, Peggy Marconi and Mary Richstein, The Nazarene Church and the Baptist church for providing meals.

Susan Hardy, Wendy Dennis, Robert Woodson, and Kaye Collins are on standby for meals as well as Lion Mountain Bakery and Three Legged Crane

Each night requires six people. We have 2 volunteers per shift with three shifts a night.

To date Sixteen community members have donated their time to serve on these shifts in December, January and February. And we are grateful for their commitment and look forward to others who have expressed an interest to also volunteer. All of our volunteers have filled out the city volunteer forms.

John Franks Lanetha Lepdegrave Ken Wright Tink Blankenship	Paul Scott Kathy Holston Scotty Stewart Robert Woodson
	, ,
Ken Wright	Scotty Stewart
Tink Blankenship	Robert Woodson
Dennis Schwarm	Marietta Thompson
Bob Obermeyer	Scott Stewart
Wendy Dennis	Debbie Hansen
Susan Hardy	Juliet Ariosa

The arrangement with the city to use the Greenwaters Community Building included an agreement that if the building was reserved we would find alternative areas, or open later to accommodate rental use. We have complied with this, and have made sure that the building is always clean and organized. And I believe we have been very successful at it also. We promised to keep the City Administrator informed of when we would be using the building and we have worked well with him and appreciate his help.

New sandwich boards were made and are now standing at the Rays Food Center, in front of the Oakridge Pharmacy and in front of the WAC. These sandwich boards have an open or closed option. Thanks to Marissa Lopez the owner of the Campfire for painting them for us. Construction by our volunteers.

We have not had any major behavior issues during the time we have been open and have called upon the police for response only once. A Lane County Warming Center Group attended by Venetia, Cottage Grove, Florence and Eugene/Springfield was formed and Kathy H. Has been attending those monthly meetings. This has enabled all the warming centers to share concerns and solutions as well as inform us of when supplies are available for our warming center. Such as blankets, hats, extra COVID tests, packaged foods, clothing etc. We are also collaborating with the county on what the new Governor's emergency order would mean for us if we were to receive funds, how we can use them to enhance our programs and how quickly we can put them to use to make a difference.

Plans for next year include offering training to our volunteers in CPR, conflict resolution in warming shelter situations. All of which can be done either on line or with the help of Lane County sessions in person. The Egan Warming Centers have also offered to include our volunteers in any training sessions that they have.

In summary, we have had a successful season, but I have to point out that the issue of homelessness in Oakridge is ongoing. We are able to open only when we are at 32 or below. That is a minimum response. If we had more volunteers, or a dedicated staff, we could also open when wet and stormy weather makes living outside unhoused intolerable and dangerous to health. We are fortunate that we have a small handful of people to serve and we have met our stated mission. But we must do more for the housing situation in Oakridge. I would be remiss not to remind council of what I hope they are already aware of. The housing issue effects not only those who have incomes sufficient to purchase a home, but also those whose limited income enables them to only look for subsidized housing. We hope that as plans for the WAC are considered that the use of that facility for a warming center in a shared use space is seen as a vital service to our community. We hope that you will include us in future discussion so we can share our concerns and ideas.

Thank you again to the city council for allowing us to use the Greenwaters Community Building.

Respectfully,

Kathy Holston-Nichols & the Oakridge Warming Center Volunteers

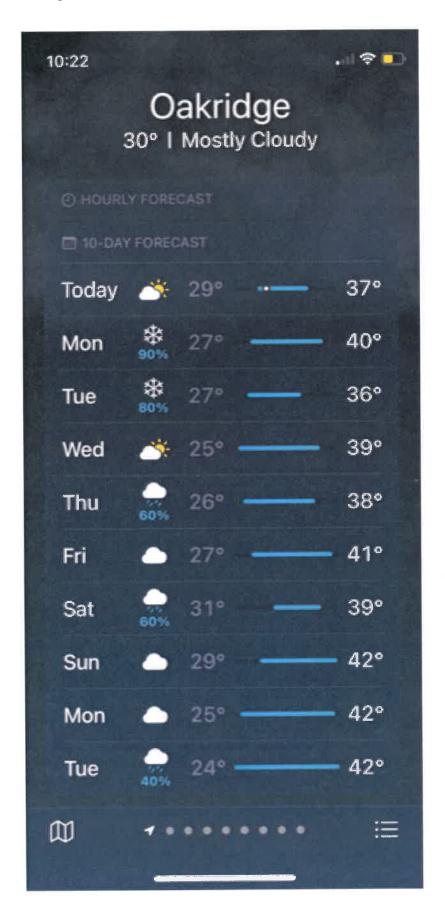
Storage shed being built and donated by OHS



Planned location of the storage shed at Greenwaters



# 10-Day Weather Forecast (2/27 to 3/7)



City of Oakridge, Oregon March 2, 2023

**Agenda Title:** RFP Results for Realtor of

Record

Agenda Item No: 10.1

**Exhibit:** RFP for Realtor of Record

RFP Response and draft contract with Kingsbury

**Real Estate** 

**Proposed Council Action:** A motion from

the floor to approve

**Author:** CA

#### **ISSUE:**

On 12/5/22, the city posted for a Realtor of Record (see attached copy of the RFP). The RFP was open for 27 days and closed at 5pm on 12/31/22. We received one application from Joy Kingsbury Real Estate. The application was reviewed by the CA, the Community Development Director, and Councilor Tarman. The Kingsbury application was determined to be viable and fulfilled all the requirements of the RFP.

In January, after the RFP had closed, another local real estate agent expressed interest in applying and requested that the RFP be reopened. It was later determined by the City Attorney that the RFP could *not* be reopened unless there was "good cause" to do so. See the previous memo from the City Attorney to City Councilors for more details.

Last week, I sat down with Joy Kingsbury and negotiated the terms of the draft contract, which will last through the end of 2024 (2 years). The negotiated commission rate is 5% on all sales, except 4% for all "in-house" sales (buyers who are not represented by another real estate agent). The average commission rate in Oregon is 4.99%. Joy Kingsbury and/or other employees will be in attendance at the City Council meeting to introduce themselves and answer any questions.

FISCAL IMPACT: 4-5% Commission on all real estate sales

**OPTIONS:** Approve or deny (only for good cause) the Realtor of Record contract

**RECOMMENDATION:** Approve

**RECOMMENDED MOTION:** "I move to approve the Realtor of Record contract with Joy Kingsbury Real Estate, through the end of 2024."

#### 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 #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 #1: Improve the City's economy by focusing on increasing living-wage jobs, training, and education opportunities for Oakridge residents.

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

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

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.

# City of Oakridge REAL ESTATE BROKER / AGENT OF RECORD REQUEST FOR PROPOSAL

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## CITY OF OAKRIDGE, OREGON REAL ESTATE BROKER / AGENT OF RECORD REQUEST FOR PROPSAL

#### GENERAL INSTRUCTIONS TO PROPOSERS

The City of Oakridge invites you to submit a typed and signed proposal for Real Estate Broker / Agent of Record for a two-year period beginning **January 1, 2023** to **December 31, 2024**. Proposals must address all items in this request for proposal.

# SUBMISSION REQUIREMENTS

A. Two copies of sealed proposals are required; not to be opened until after the final submission date and hour listed below. Submissions shall become property of the City of Oakridge without obligation.

The city will not pay for any costs incurred by proposers in the preparation, submission, and presentation of their proposals.

B. Sealed proposals must be received by **December 31, 2022 at 5p.m.**Proposals must be submitted in an envelope containing the name and address of the proposer and clearly marked "Real Estate Broker / Agent of Record Proposal" to:

James Cleavenger Oakridge City Administrator P.O. Box 1410 Oakridge, OR 97463

- C. Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will be returned unopened.
- D. Proposals will be opened at the scheduled time at the City of Oakridge City Hall, 48318 E. 1st Street, Oakridge, Oregon. Proposers wishing to be present at the time of opening will be informed of the number and name of proposers.
- E. In order to be considered for award, the proposer must complete all forms.
- F. Any questions regarding the RFP must be <u>submitted in writing</u> to the attention of the City Administrator, James Cleavenger. Written responses will be available to all interested parties. Oral interpretations or statements cannot modify the provisions of the RFP. If inquiries or comments by proposers raise issues that require clarification by the City, or the City decides to revise any part of the RFP, addenda will be provided

- to all persons who requested the RFP. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.
- G. It is herein understood that the Brokerage will be employed by the City of Oakridge for the services of a particular agent to provide the specific services addressed in this RFP. The term "Broker / Agent" will be used to identify this arrangement.
- H. The City of Oakridge may reject any proposal not in compliance with all prescribed procedures and requirements, and may reject for good cause any or all proposals upon a finding of City of Oakridge that it is in the public's interest to do so. Minor irregularities may be waived by the City of Oakridge.

## CITY OF OAKRIDGE REAL ESTATE BROKER / AGENT OF RECORD

#### REQUEST FOR PROPOSAL

#### 1.0 GENERAL INFORMATION

City of Oakridge, Oregon is seeking the services of a Broker / Agent to assist in the City's marketing and sale / purchase of real property.

#### 2.0 PROPERTY

Properties are currently located in Oakridge, Oregon.

#### 3.0 AGENCY

The Broker / Agent shall address compliance with ORS 696.800–696.995. To conform to State Broker / Agent policies, the Broker / Agent shall disclose the types of agency relationships recognized by their brokerage policy and how the City can expect implementation.

#### 4.0 SCOPE OF PROPOSAL

The selected Broker / Agent will provide support to the City in the areas of real estate.

- 4.1 Supervision. The Broker / Agent shall work under the supervision of the City, the City being land owner and client, and shall work closely with the City Administrator, Finance Director, Planning Department, Public Works Department, City Recorder, and the City's legal counsel. The Broker / Agent is an independent contractor and shall be responsible for providing support to the City in all areas of real estate transactions.
- 4.2 Authority Exercised. The Broker / Agent shall communicate and negotiate with Purchasers and agents of Purchasers in these real estate transactions on behalf of the City, including providing City information pertinent to property held by the City. The Broker / Agent shall also negotiate on behalf of the City to purchase property.
- 4.3 Typical Duties. The Broker / Agent will be required to assist with the sales of real property by:
- A. Provide the City with a market analysis and an analysis of the City's comprehensive plan and zoning designations for City's properties. The analysis should include a recommendation as to whether the property should continue to be held for investment purposes or whether it would be more beneficial to sell the property.

- B. The City will establish a budget for advertising and marketing of the properties if it is determined that they should be sold. When the budget is established, the Broker/Agent shall lay out a six month plan on how that money would be spent to market such properties.
- C. Analyzing and evaluating all offers for sale or purchase and preparing recommendations to the City.
- D. Presenting all offers to City staff and City Council, along with analysis and recommendations.
- E. Preparing and presenting any counter-offers or addenda requested by the City.
- F. Completing the Earnest Money Offer by securing all appropriate signatures and approvals.
- G. Obtain City Attorney review and approval of all counter-offers, addenda, Earnest Money agreements and other transaction documents required to be signed by the City or by which the City may be bound.
- H. Maintaining escrow files on all transactions.
- I. Providing follow-up on each file and monthly reports to the City Administrator and appropriate City staff.
- J. Consulting for any land divisions, surveys, inspections, cleanup, etc., as may be necessary in connection with specific transactions.
- K. Providing information and documents necessary for Escrow, in conjunction with legal counsel, in preparations for closing.
- L. Providing the communications link between the City and Purchaser / Purchaser's agent or property owner.

The Broker / Agent shall:

- M. Present all offers and counter offers in a timely manner.
- N. Make timely confirmation of all real estate transactions.
- O. Provide another Broker / Agent or staff person who is continually updated on the status of the City's real estate transactions.

## 5.0 TERM OF AGREEMENT

- 5.1 The contract will be for a two-year period with a possible two-year extension. The contract will be effective upon signing by Broker / Agent and City.
- The contract may be terminated by City or Broker / Agent upon sixty (60) days written notice to the other party or upon failure of either party to perform services or the duties specified herein. Upon early termination, City may be required to compensate Broker / Agent for any transactions in negotiation or in contract for an exclusionary period of one hundred twenty (120) days.

# 6.0 MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements to be considered as a qualified proposer:

- A. Be licensed in Oregon.
- B. Have a minimum experience of at least five (5) years in commercial and/or industrial real estate transactions.
- C. Have experience with private and public sector real estate transactions.
- D. It is preferred, but not required, that the Broker / Agent has an office within or near Oakridge.

#### 7.0 FEES

Broker / Agent will present a proposal of compensation to the City.

- A. Please provide separate commission schedule for property transactions that include the City as the buyer / seller in a single transaction.
- B. Please provide commission schedule / fee proposal.

# 8.0 PROPOSAL DEADLINES

- 8.1 Sealed proposals will be accepted until **5pm on December 31, 2022** at Oakridge City Hall, 48318 1st Street (P.O. Box 1410) Oakridge, OR 97463.
- 8.2 All proposals are to be clearly labeled on the outside of the envelope "Real Estate Broker / Agent of Record Proposal."
- 8.3 Two copies of each proposal are required.

- 8.4 Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will be returned unopened.
- 8.5 Whether your proposal is mailed in, or hand delivered, it must be addressed to:

James Cleavenger Oakridge City Administrator PO Box 1410 Oakridge, OR 97463

#### 9.0 PROPOSAL REQUIREMENTS

Please include the following in your proposal:

- A. Name, address, phone number, and email address of your firm and Broker / Agent
- B. A statement of your understanding of the work required and the manner in which you plan to approach it. Completion of Attachment A.
- C. Completion of Authorized Signatures and Attestation form attached hereto as Attachment B.
- D. Certificate of Insurance as required on the Personal Services Contract attached hereto as Attachment C.
- E. Full disclosure of commissions (See Section 7.0 FEES) is required on all transactions and the commissions will be the fee paid under this agreement
- F. Photocopy of Oregon Real Estate License
- G. Résumés setting forth qualifications and personal history of the individual Agent or Brokerage
- H. References

#### 10.0 EVALUATION AND SELECTION PROCESS

- 10.1 All proposals will be reviewed by a committee made up of the City Administrator, Community Development Director, and one member of the City Council.
- 10.2 If requested by the City, two or more individuals may be selected for oral interviews.

- 10.3 Broker / Agent may be asked to demonstrate their knowledge of the City of Oakridge's Comprehensive Plan and Zoning Ordinance.
- 10.4 A single Broker / Agent will be identified and a recommendation will be presented to the City Council for final approval. After the Council's action, the Broker / Agent and the City will enter into a Personal Services Contract substantially in the form of the one attached to this Request for Proposal and labeled Attachment C.

### CITY OF OAKRIDGE, OREGON REAL ESTATE BROKER / AGENT OF RECORD REQUEST FOR PROPSAL

### QUESTIONNAIRE ATTACHMENT A

- 1. How many years has your firm been in business?
- 2. How many years has your brokerage been licensed to sell real estate in the State of Oregon? Types of licenses? Restrictions?
- 3. What was your brokerage's approximate annual volume?
- 4. From what location would the City of Oakridge's account be serviced? Will service be split between one or more locations?
- 5. How often a year will the Broker / Agent call on the City of Oakridge to update the City on activity on various properties and review marketing strategy?
- 6. As specified in Section 4.3 (B) under Scope of Proposal, the City will establish a budget for advertising and marketing of properties. Please prepare a six month plan on how that money would be spent to market the properties.

### Answers to questionnaire Attachment A

1.) Joy Kingsbury has been in business in Oakridge since 1991

Ρ

- 2.) This firm has been in business in Oakridge since 1998, licensed in Real Estate services With no restrictions.
- 3.) Annual volume varies by year. Real Estate 2022 was 118,000
- 4.) The City of Oakridge account will be serviced from our Oakridge Office
- 5.) We will call on the City of Oakridge bi-weekly, or as requested.
- 6.) Should a budget for expenses be available, the funds would be spent on signage, cards, and advertising.

### CITY OF OAKRIDGE, OREGON REAL ESTATE BROKER / AGENT OF RECORD REQUEST FOR PROPSAL

### AUTHORIZED SIGNATURES AND ATTESTATION ATTACHMENT B

I, the undersigned, and authorized representative of
- M. Dy Kangolung
whose address is:
48:16 Highway 58, Oakridge.
have read and thoroughly understand the specifications, instructions, and all other
conditions of the Request for Proposal issued by the City of Oakridge for Real
Estate Broker / Agent of Record Services from January 1, 2023 to December 31,
2024. Acting on the behalf of my Real Estate firm, which is listed above, I do attest
that the services offered by us meet the City of Oakridge's specifications in every
respect, (check one) without exceptions with exceptions.
We, therefore, offer and make this bid to furnish the City of Oakridge Real Estate
Broker / Agent of Record Services detailed in our proposal at the price indicated.
Firm Name: N. Joy Kingsburg, Inc
Firm Name: N. Joy Kingsburg, Inc. Firm Address: 48116 Highway 59 Cakridge
Date: 13/30/2032
Signature: 1. Ay America
Printed Name: N Joy Kingsbata  Title: President, Principal Broker
Title: president, Principal Droker

### N. Joy Kingsbury, Real Estate Services

48116 Highway 58, Oakridge, OR 97463

Phone 541-782-3160 | Cell 541-913-8085

12/28/2022

To the City of Oakridge in the matter of the City of Oakridge's RFP Realtor for the sale of City Properties:

N. Joy Kingsbury and Staff are qualified and willing to accept the City of Oakridge's call for a Real Estate firm to conduct Real Estate Services for the City of Oakridge.

Joy Kingsbury has conducted a Real Estate and property Management operation in Oakridge since 1996. We currently have a staff of four. I am the Principal Broker, Angela Cox, who has joined our staff, has over four years of experience and is eligible to become a Principal Broker and will receive her Principal Broker's license at sometime prior to March 15<sup>th</sup>, 2023. Until then she operates as a Broker. Oliva Altemus, Broker, has recently joined our firm and her bio and information are included in this packet, however, Olivia will be part time only since she has a very young family to care for.

Tammie Howard is our Property Manager, and, Amy Kelley is our Office Manager.

We are fully aware of what this commitment entails and are very excited to join with the City to sell surplus City properties. We are all fully qualified through the Real Estate Agency, State of Oregon, all licenses are current and have no violations.

References from recent transactions 2022: N. Joy Kingsbury

Cindy Songer, Seller, Chubb Ct. residence \$200,000 ph 541.782.2701

Ron Hill, Seller, Sportsman Café, commercial \$155,000 ph 541.214.7008

Mike Powell, Seller, Simpson Dr. mfgd. \$62,500 ph 541.953.8488

References recent transactions 2022: Angela Cox

Gary Stevenson, Seller Cline St. Oakridge residence \$`185,000 Ph 541.731.1249

Ernie and Vickie Mills, residence Buyers Crescent, OR \$94,000 Ph 626.672.7690

Mary Lewis, Seller mobile on land, Crescent, OR \$115,000 Ph 541.363.9119

### CITY OF OAKRIDGE PERSONAL SERVICES CONTRACT

([insert name of project])

DATE:	21	122	120	23	
		/			

PARTIES:

City of Oakridge P.O. Box 1410

("City")

Oakridge, OR 97031

N. Joy Kingsbury 48116 Hay 58 Oakridge, OR 97463

("Contractor")

### RECITALS

Contractor is being engaged to [describe project]. Contractor has been chosen by City to enter into this Contract following the issuance of a Request for Proposals (RFP).

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

- 1. Contract Period. This Contract shall become effective on the date this Contract has been fully executed by each party. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when the City accepts Contractor's completed performance or on 12/31/2024, whichever date occurs last. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured.
- 2. Statement of Work. Contractor shall perform the work (the "Work") as set forth in the RFP and Contractor's Proposal, attached as Exhibits B and C. Contractor shall perform the Work in accordance with the terms and conditions of this Contract. To the extent that the terms and conditions of this Contract and any attachments conflict, the terms and conditions of this Contract shall control.

### 3. Consideration

- **b**. Interim payments to Contractor will be made in accordance with the payment schedule and requirements in Exhibits B and C.
- c. City will pay only for completed Work that is accepted by City.
- d. Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain all expenses that this Contract requires City to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor will specifically note in the appropriate invoice when it has requested payment for one-third and two-thirds of the maximum, not-to-exceed compensation. Contractor shall send invoices to the City's Director of Personnel and Finance.
- 4. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (Required Insurance), Exhibit B (the RFP, or other procurement document, if any) and Exhibit C (the Proposal, or other binding Contractor solicitation submission, if any). Exhibits A-C are attached to this Contract and incorporated by this reference.

### 5. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all Work as an independent contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

### 6. Subcontracts, Successors, and Assignments

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract without City's prior written consent. In addition to any other provisions City may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that City will receive the benefit of subcontractor performance as if the subcontractor were the Contractor under this Contract. City's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.
- b. This Contract is binding upon and inures to the benefit of the parties, their respective successors, and permitted assigns, if any.
- c. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without City's prior written consent.

7. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

### 9. Representations and Warranties.

- a. Contractor's Representations and Warranties. Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (4) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- **b.** Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

### 10. Ownership of Work Product.

- **a.** Definitions. As used in this Section 10, and elsewhere in this Contract, the following terms have the meanings set forth below:
- (i) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Contractor.
- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to City pursuant to the Work.
- b. Original Works. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Contractor agree that original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Contractor shall execute further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC

§106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

- c. Contractor Intellectual Property. In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on City's behalf.
- d. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

### 11. Indemnity.

- **a. GENERAL INDEMNITY**. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 11.a, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD CITY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO CITY BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE CITY'S USE

- THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.
- c. CONTROL OF DEFENSE AND SETTLEMENT. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 11.a OR 11.b; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE CITY, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE CITY OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE CITY ATTORNEY, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE CITY ATTORNEY, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE CITY, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE CITY WITHOUT THE APPROVAL OF THE CITY ATTORNEY. THE CITY MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE CITY DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE CITY, OR IS NOT ADEQUATELY DEFENDING THE CITY'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE CITY DESIRES TO ASSUME ITS OWN DEFENSE.
- 12. Insurance. Contractor shall maintain insurance as set forth in attached Exhibit A.

### 13. Default; Remedies; Termination.

- a. Default by Contractor. Contractor is in default under this Contract if:
- (i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after City's notice or such longer period as City may specify in the notice; or
- (iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in the notice.
- b. City's Remedies for Contractor's Default. In the event Contractor is in default under Section 13.a, City may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:
  - (i) termination of this Contract under Section 13.e(ii);
- (ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

- (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
  - (iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 13.a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 13.e(i).

- c. Default by City. City is in default under this Contract if:
- (i) City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Contract, and the breach or default is not cured within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.
- d. Contractor's Remedies for City's Default. In the event City terminates the Contract under Section 13.e(i), or in the event City is in default under Section 13.c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 13.e(iii), Contractor's sole monetary remedy is (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within legal limits, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event is City liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 13.d, Contractor shall pay immediately any excess to City upon written demand provided in accordance with Section 20.
- e. Termination.
- (i) City's Right to Terminate at its Discretion. At its sole discretion, City may terminate this Contract:
  - (A) For its convenience upon thirty (30) days' prior written notice by City to Contractor;
  - (B) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
  - (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Contract is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
  - (ii) City's Right to Terminate for Cause. In addition to any other rights and remedies City may have under this Contract, City may terminate this Contract immediately upon written notice by City to Contractor, or at such later date as City may establish in the notice, or upon expiration of the time period and with

the notice as provided in Section 13.e(ii)(B) and 13.e(ii)(C) below, upon the occurrence of any of the following events:

- (A) Contractor is in default under Section 13.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under Section 13.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after City's notice or any longer period as City may specify in such notice; or
- (C) Contractor is in default under Section 13.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in such notice.
- (iii) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with written notice to City as provided in Sections 13.e(iii)(A) and 13.e(iii)(B) below, or at such later date as Contractor may establish in the notice, upon the occurrence of the following events:
  - (A) City is in default under Section 13.c(i) because City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or
  - (B) City is in default under Section 13.c(ii) because City commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.
- (iv) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in the notice of termination. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
- 14. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in a manner

that clearly documents Contractor's performance. Contractor acknowledges and agrees that City and its duly authorized representatives shall have access to the financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all the financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or any longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- 15. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).
- 16. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
- 17. Force Majeure. Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 18. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

- 19. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given under this Contract shall be given in writing, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or City at the address, number or email address set forth in this Contract, or to any other addresses or numbers as either party may indicate pursuant to this Section 19. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Director of Personnel and Finance. Any communication or notice given by personal delivery shall be effective when actually delivered.
- 20. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction 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 Contract did not contain the particular term or provision held to be invalid.
- 21. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.
- 22. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Oakridge County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 23. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

24. Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By: N. Boy Kingsbury J Title: President, Broker	
Facsimile number:  Number 201010001  Number 551-40-9388	Federal Tax Oregon/State Tax
CITY:	
Mayor of Oakridge	

### EXHIBIT A INSURANCE REQUIREMENTS

Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

- 1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance;
  - 2. A professional errors and omissions liability policy; and
- 3. A comprehensive automobile liability policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Oregon Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured.

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.



### ERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Gary Pearl PRODUCER A/C, No): 1-866-817-9009 (A/C, No, Ext): 1-800-447-4982 Pearl Insurance 1200 East Glen Avenue ADDRESS: Peoria Heights, IL 61616 NAIC # HISURER(S) AFFORDING COVERAGE 22322 **GREENWICH INSURANCE COMPANY INSURER A:** INSURER B : INSURED N. Joy Kingsbury, Inc. dba Joy Kingsbury, Inc. Real Estate Services INSURER C INSURER D: 48116 Highway 58 Oakridge, OR 97463-9601 INSURER E: INSURER F: **REVISION NUMBER:** CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD COVERAGES INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS (MINA/DD/YYYY) (MIN/DD/YYYY) POLICY NUMBER INSF INSD WVD TYPE OF INSURANCE EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY S PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG PRO-JECT \$ POLICY OMBINED SINGLE LIMIT \$ OTHER: (En accident) AUTOMOBILE LIABILITY \$ RODILY INJURY (Per person) \$ ANY AUTO BODILY INJURY (Per accident) SCHEDULED AUTOS ALL OWNED CODERTY CAME 2 NON-OWNED AUTOS Per accident HIRED AUTOS \$ S EACH OCCURRENCE UMBRELLA LIAB **OCCUR** s AGGREGATE EXCESS LIAB CLAIMS-MADE \$ DED **RETENTION \$** KERS COMPENSATION STATUTE F.I. EACH ACCIDENT S AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED? N/A E.L. DISEASE - EA EMPLOYEE (Mandatory in NH)
lyes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Limits: \$250,000/\$250,000 04/26/2023 04/26/2022 PEG9174145-6 N Deductible: \$2500 Real Estate E&O DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE Proof of Insurance ANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Boy P. P. F AUTHORIZED REPRESENTATIVE Pearl Insurance © 1988-2015 ACORD CORPORATION. All rights reserved

### ANGELA COX

Licensed Broker in Oregon

C: 541-221-8082 O: 541-433-5368

amcgobeavs@gmail.com

**Oregon Insurance Identification Card** 

2020 HONDA CR-V

Vehicle ID No. 5J6RW2H52LA003539

**Policy Number** 

**Effective Date Expiration Date** 

6114-96-29-85

08/21/22

02/21/23

Named Insured(s)

Angela Michelle Cox

Plant heep this ID eard to your uphicle at all times.

You may be required to produce it upon demand of

**GEICO** 

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE F 2020 HONDA CR-V

Broker for residential, commercial, land



48116 Highway 58 Oakridge, OR 97463

Phone: (541) 782 3160 Cell: (541) 913 8085

email joyk@cakridgecascade.com website: www.oakridgecascade.com

Selling oakridge and surrounding areas



NOODD OT OT VEOA DOOLSO

### Oregon Evidence of Insurance

Named Insured(s): Nanette Kingsbury

Your Agent: Andrew Core Insurance Agency LLC Agent Phone: (541) 359-4791



KEEP WITH VEHICL

Policy Number: 200678337 Effective: 9/23/2022 Expiration: 9/3/2023 NAIC Number: 21636 Underwriting Company: Farmers Insurance Company c Oregon 6600 SW Hampton Street Tigard, OR 97223 Phone: 1-888-327-6335

Fold here

2001 Dodge Truck Dakota Club Pu 4X2 2-Door 1B7GL22N51S106640

2018 Subaru Outbok SW 4Wd Eye 2.51 Pr 454BSAFC6j3305766

Registered Owner(s)

Nanette Kingsbury

Nanette Kingsbury

### Policies on this billing account

**Policy number** 

First listed location or vehicle

607225532

48116 HIGHWAY 58

Issuing Insurer(s)

Truck Insurance Exchange

### Explanation of charges and premium due

	Payment due on October 8, 2022	and installments in the term. For additional details on the	
			\$614.00
	10-06-22 RETAIL/SERVICE - ENDORSEMENT CREDIT	-304.00	
507225532	10-06-22 RETAIL/SERVICE - RENEWAL	-\$84.00	
	TO DETAIL (CEDVICE DENEMA)	\$698.00	\$614.00
507225532	10-06-21 RETAIL/SERVICE - NEW BUSINESS	4 - 1 - 1 - 1	
		\$660.00	0.00
v	Current Billing Cycle		
	10-10-21 PAYMENT - THANK YOU		
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<sup>1</sup>The unbilled portion of these changes not included in the current payment due will carry over to the remaining installments in the term. For additional details on the changes, please reference the policy documents previously sent to you.

### How to pay

Pay online. Visit us online at www.farmers.com and click on Payments to make a payment.

Pay by phone. Call 855-323-5350

Pay by mail. Send us your check or money order with your payment stub Pay your agent directly. Visit your agent's office with your payment



### Save stamps, time and...trees!

Discontinue paper mailing and set up automatic payments at www.farmers.com and click on Payments

### BILLING STATEMENT

### **Business Insurance**

**September 19, 2022** 



Payor Name & Address N JOY KINGSBURY, INC. JOY KINGSBURY REAL ESTATE 481 16 HIGHWAY 58 OAKRIDGE OR 97463

### **Billing Summary**

### **Account Number:**

F009677375-001-00001

Payment due on

Payment due on October 8, 2022

\$614.00\*

Payments and policy changes processed after September 18, 2022 will appear on the next bill

Please see the following page for complete details on the policy(ies) on this account.

**IMPORTANT:** Payment must be received by the due date.\*\*

- \*The minimum amount due to avoid issuance of a cancellation notice is \$614.00
- \*\*If we do not receive the minimum due by the due date on this invoice, you will be assessed a late fee of \$20.00

Your Farmers® Agent Andrew Core Insurance Agency Lic

Phone: (541) 359-4791

Email: acore i @farmersagent.com

Questions about your bill? You can call Commercial Billing at 855-323-5350 8:00am-5:00pm local time Monday through Friday

Address Change?
Please contact your Farmers® agent to update any addresses on your policy

Effective July 1, 2022 for new business and renewals, accounts with total premium of over \$15,000 can only make debit or credit card payments of up to \$15,000 per rolling 12-month period by calling our service center. Payments on these accounts can also be made with a check, direct bank payment, or automatic payments set up through a checking or savings account.

**COMMINV 10-18** 

Page 1 of 2

### Payment Stub

Payor Name: N JOY KINGSBURY, INC.

Account Number: F009677375-001-00001

**Amount Due:** 

\$614.00

**Due Date:** 

October 8, 2022

**Amount Enclosed:** 

FARMERS INSURANCE EXCHANGE P.O. BOX 4665 CAROL STREAM, IL 60197-4665

Paving by check?

Exchange, write your account

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Please make your check payable to Farmers Insurance

number on it, and mail it to us with this payment stub.

The return payment charge for payments not honored by your financial institution will be \$30.00

### · Policies on this billing account

**Policy number** 

First listed location or vehicle

607225532

48116 HIGHWAY 58

Issuing Insurer(s)

Truck Insurance Exchange

### Explanation of charges and premium due

0-06-21 RETAIL/SERVICE - NEW BUSINESS 0-06-22 RETAIL/SERVICE - RENEWAL 0-06-22 RETAIL/SERVICE - NDORSEMENT CREDIT	\$698.00 -\$84.00	\$614.00
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The unbilled portion of these changes not included in the current payment due will carry over to the remaining installments in the term. For additional details on the changes, please reference the policy documents previously sent to you.

### How to pay

**Pay online.** Visit us online at www.farmers.com and click on Payments to make a payment.

Pay by phone. Call 855-323-5350

Pay by mail. Send us your check or money order with your payment stub Pay your agent directly. Visit your agent's office with your payment



Save stamps, time and...trees!

Discontinue paper mailing and set up automatic payments at www.farmers.com and click on Payments

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### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY

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		Core(731535A)				PHONE (A/C, NO	, EXT): 541-359-47	791	FAX (A/C, NO): 541-359-4797		
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						INSURER	B: Farmers Insu	ırance Exchang	e	2	1652
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 48116 HIGHWAY 58, OAKRIDGE, OR 97463

OR 97463

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NANNETTE JOY KINGSBURY REVOCABLE TRUST 48116 HIGHWAY 58	SHOULD ANY C
	AUTHORIZED R

OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION F, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CANCELLATION

REPRESENTATIVE Daniel Schofield

OAKRIDGE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Columbia de la				I CONTACT				
PRODUCER				NAME:	Gary Pearl			
Pearl Insurance				(A/C, No, Ext):	1-800-447-498	32 A/C	No): 1-866-8	17-9009
1200 East Glen Avenue				ADDRESS:				77 0000
Peoria Heights, IL 61616					INSURER(\$)	AFFORDING COVERAGE		NAIC#
1				INSURER A:		SURANCE COMPANY		22322
INSURED				INSURER B :				
N. Joy Kingsbury, Inc. dba Joy Kingsbury, Is	ıc. Rei	al Esta	ite Services	INSURER C :				
48116 Highway 58				INSURER D :				i -
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Gay P. P.P

The ACORD name and logo are registered marks of ACORD

AUTHORIZED REPRESENTATIVE

PROVISIONS.

Pearl Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 03/24/2021

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oria Heights, IL 61616	ADDRESS:	MENDED	ACEODDING COVERAGE	
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116 Highway 58	INSURER D :			
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ANYPROPRIETOR/PARTNER/EXECUTIVE			E.L. EACH ACCIDENT	\$
(Mandatory in NH)			E.L. DISEASE - EA EMPLOYEE	\$
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	\$
Real Estate E&O N PEG9174145-5  CRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 10	04/26/2021	04/26/2022	Deductible	

insurance till jan 3rd. Their office clased till then we are insured and current.

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE MLL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pearl Insurance

Gay P. br

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### Manufactured Structures Dealer and Limited Manufactured Structures Dealer Surety Bond Oregon Department of Consumer & Business Services Division of Financial Regulation

Surety bond no .: 66464514

350 Winter St. NE, Room 410, Salem, Oregon 97301-3881 Mailing address: P.O. Box 14480, Salem, OR 97309-0405 503-378-4140 · Fax: 503-947-7862 · TTY: 503-378-4100 http://dfr.oregon.gov

Note: Complete the appropriate checklist on Page 2.

SURETY BOI	ND	
We, Y Jay Singsbury, Inc.	as princi	ipal
and WESTERN SURETY COMPANY	, as sur	Ī.
a South Dakota corporation licensed and authoriz	zed to transact a surety business in the state of Or	
hereby jointly and severally bind ourselves, our heirs, personal re-		-6
to the State of Oregon for the use and benefit of any interested per	_ •	sun
of the bond").	, <u>F</u>	
The above-named principal has applied to the Department of Conse Regulation for a license as a manufactured structures dealer or a Chapter 446, and is required by ORS 446.726 to furnish a bond in	limited manufactured structures dealer under ODS	l S
If the principal and its agents and employees comply with the provoid. If the principal or its agents or employees conduct the manufraudulent representation or violate any provisions of ORS Chapted damages suffered by any person due to violation of the statute or ras a result of the violations up to the total penal sum of the bond; payable under the bond for payment of claims by persons other that	factured structures dealership with fraud or er 446 or the rules thereunder, and fail to pay all rules, the surety is obligated to pay damages suffer provided, however, that the maximum amount	
The bond becomes effective on the22nd day of Nove until the department releases the surety from liability, or until the notice to the principal and to the Department of Consumer and Bu P.O. Box 14480, Salem, OR 97309-0404. If the license of the principal manufactured structures dealer is not renewed or is voluntarily or shall be relieved from liability that accrues after the license is canciliability for any acts of the principal described hereunder or violatic committed by the principal prior to the effective date of cancellation	e surety cancels this bond by giving 30 days written siness Services, Division of Financial Regulation, pal as a manufactured structures dealer or a limited involuntarily canceled for any reason, the surety celed. Cancellation shall not relieve the surety of tons of ORS Chapter 446 or the rules thereunder	
This bond shall be one continuing obligation, and the liability of th may arise shall not exceed the total penal sum of the bond.	e surety for the aggregate of any and all claims tha	at
The surety and its heirs, personal representatives, successors, and representatives, successors, and assigns bind themselves jointly an Principal:	assigns, and the principal and its heirs, personal and severally to the State of Oregon by this agreeme	nt.
By: M. Air King lung	Title: Mesedant	
Signature: Thy Kingshow I	Date: 11/25/22	
Surety: WESTERN SURETY COMPANY		
Name of attorney in fact or age .: Paul T. Bruflat	Title: Vice President	1
Signature: 1. 13.	Date: November 22nd, 2022	1
	Place seal here	

The SOLET The contract of the

# State of Oregon

## Real Estate Agency

THIS IS TO CERTIFY THAT THE PERSON NAMED HEREON IS LICENSED/REGISTERED AS PROVIDED BY LAW AS A

LICENSEE:

**ACTIVE Principal Broker** 

No. 970900023

N JOY KINGSBURY

48116 Highway 58 Oakridge, OR 97463

N JOY KINGSBURY, INCORPORATED 47726 Fairy Glen Dr. Oakridge, OR 97463

EXPIRATION DATE 11/30/2021

BY: OREGON REAL ESTATE COMMISSIONER

### Dealer License Application Oregon Department of Consumer and Business Services Division of Financial Regulation 350 Winter St. NE, Room 410, Salem, Oregon 97301-3881 Mailing address: P.O. Box 14480, Salem, OR 97309-0405 503-947-7300 • Fax: 503-947-7862 dfr.ndp.licensing@debs.oregon.gov dfr.oregon.gov Please complete all steps before submitting your application and STEP 1: APPLICANT II Legal name of applicant (sole proprietorship, partnership, corporation)

5881 405 125 32

Mail application with payment to:
DCBS Fiscal Services
P.O. Box 14610
Salem, OR 97309-0445

	DEPART	MENT US	SE ONLY
-	☐ Approved ☐	Denied	Date:
- Antibusphine	Signature:		

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Please complete all steps before su	hmitting your appli	cation and refer to	the cho	ecklist at t	he end of ti	is form
	STEP 1: APR	LICANT INFORM	ATIO		ne one of the	
Legal name of applicant (sole proprie	torship. partnership,	corporation, or LLC	C):			- K W
			N. J		sbury, Inc.	
Business name of applicant (DBA/AI	3N): N. Joy Kingsl	oury, inc.		Federal t 5514093	ax identifica 388	ation number:
Type of entity:  Sole proprietorsh	ip 🗌 Partnership	Corporation of the st		te of Or	egon	
Business street address: 48116 High	way 58					
City: Oakridge		State: OR	4	ZIP: 974	63	
Business mailing address (if different)	):	1	<u> </u>			
City:	State:			ZIP:		
Phone:		Fax:				
	STEP 2: 0	CONTACT PERSO	ON		· NA	
Provide the name and address of a con	tact person.					ment of the SE (Life Section)
Name: Joy Kingsbury		Title: Prici		Pricipal	cipal Broker	
Address: 47726 Fairy Glen Dr.				•		
City: Oakridge		State: OR	-	ZIP: 97463		
Phone: 541 - 913 - 8085	Fax:	Email: joyk@oakridgeca		gerascade com		
range geralist at the control of the second	EP 3: REAL ESTA	TE BROKER INF	ORM/	MOIT	- 11 - 12 - 13 - 13 - 13 - 13 - 13 - 13	Social Communication of the Co
If the applicant is a licensed real estate		iis section.				
Name on broker license: N. Joy King	bury					
Type of broker: 🗌 Broker 🍯 Principa	il broker	License no.	: 9709	00023	Expiratio	n date: Nov 2023
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The fee for a manufactured structure	s dealer license is 5	542. The license is	valid f	or three y	ears from t	ne date of issue.
1. h . / /	hone: 5419138085					
/ Cardholder signature	- 5 542.00 Amount	Secure	tax pay	ment: 503	-947-2333	
by Kingsbury						
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100400075687668	02/26				- 12100	
Credit card number	Expiration date					

DFR | Dinner of Seminary Property of Consumor of Consu

Make check or money order payable to

Department of Consumer & Business Services.

If paying by credit card, applicant must sign credit card information box. Do not send cash.

# State of Oregon

### Real Estate Agency

THIS IS TO CERTIFY THAT THE PERSON NAMED HEREON IS LICENSED/REGISTERED AS PROVIDED BY LAW AS A

LICENSEE:

**ACTIVE Broker** 

No. 201217652

Angela Michelle Cox

PO BOX 751 Gilchrist, OR 97737

N JOY KINGSBURY, INCORPORATED 47726 Fairy Glen Dr.
Oakridge, OR 97463

01/31/2024

BY: OREGON REAL ESTATE COMMISSIONER

### Angela Cox Resume

To: The City of Oakridge, Office of the City Administrator

I have been a practicing Real Estate Broker in this area for over four years. It has been enjoyable working in Lane and Klamath Counties, Since I am native to the area and know it well. Previous to 2017, I worked in Honolulu, Portland, and Bend as a Chairside Dental Assistant. I am well acquainted with the Crescent Lake area, La Pine, and the Pass, as well as Oakridge. It is my pleasure to live and work in this area. I enjoy working with the public and have been successful in the jobs with a great deal of personal contact with patients and clients.

My Husband, Neil Yancey, is a construction man who keeps very busy remodeling and doing building maintenance for various Realty firms in the area. We are empty nesters. Three grown children are making their own way in life, which gives me the opportunity and freedom to pursue my interest in providing Real Estate services to the community.

After inquiring about a firm to join in Oakridge. I found Joy's firm to have a reputation for high standards and ethical and honest dealing as a Broker and business person. prior to joining the firm. I am well qualified to become a Principal Broker, and, I have agreed to do that. I shall have completed my education and expect to have my license as Principal Broker the end of March 2023. Till then, I will continue to practice as usual.

It is very exciting to have the opportunity to participate in the research and sales of City Properties and I am looking forward to doing that through this agency, beginning at the New Year, and will be diligent in doing so.

Sincerely,

Angela Cox, Real Estate Broker



### Oregon Real Estate Agency

Scroll down to see Disciplinary Actions for the listed licensee. If Disciplinary Actions do not appear, it means the Agency has no record of administrative actions taken on this licensee.

### **Lookup Detail View**

### Name and Address

Name	Alternative Name Used in Advertising	Address
	A CHARLE	enal de residencia i a la curinada la cala en la de
Olivia Lee Altemus	N/A	47118 Westfir Rd
		Westfir, OR 97492

### License Information

License	License Type	Expiration Date	` Status
201227977	Broker	11/30/2023	ACTIVE

### **Affiliated With**

Name	Address	License	License Type	Status	Affiliation Date
N JOY KINGSBURY, INCORPORATED	48116 HIGHWAY 58 OAKRIDGE, OR 97463-0000	200403106	Registered Business Name	ACTIVE	11/17/2022

Generated on: 12/30/2022 4:01:38 PM

12/30/2022, 4:01 PM

Joy Kingsbury, Real Estate Services

The office Staff is delighte to have her join us and would like to introduce Olivia Altemus. Olivia has a passion for Real Estate and joined the industry in 2018. She loves helping her clients find their special homes or the land they are looking for. She is married to Joe Altemus, they have three children, and a large extended family here in Oakridge.

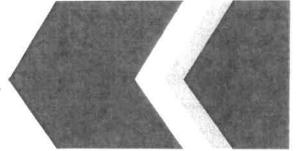
Olivia worked as a Listing Coordinator for Redfin, where she helped Agents and Sellers put properties on market. Olivia is acquainted with all Oakridge/Westfir Real Estate and includes surrounding areas, as well. Lots, land, homes, retail and industrial. Olivia delivers high quality, ethical, honest, personal service.

Olivia invites you to contact her at 503.886.9381 for all your Real Estate needs.

### CODE OF ETHICS AND STANDARDS OF PRACTICE

OF THE NATIONAL ASSOCIATION OF REALTORS®

Effective January 1, 2022



Where the word REALTORS® is used in this Code and Preamble, it shall be deemed to include REALTOR ASSOCIATE®s.

While the Code of Ethics establishes obligations that may be higher than those mandated by law, in any instance where the Code of Ethics and the law conflict, the obligations of the law must take precedence.

### Preamble

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. REALTORS® should recognize that the interests of the nation and its citizens require the highest and best use of the land and the widest distribution of land ownership. They require the creation of adequate housing, the building of functioning cities, the development of productive industries and farms, and the preservation of a healthful environment.

Such interests impose obligations beyond those of ordinary commerce. They impose grave social responsibility and a patriotic duty to which REALTORS® should dedicate themselves, and for which they should be diligent in preparing themselves. REALTORS®, therefore, are zealous to maintain and improve the standards of their calling and share with their fellow REALTORS® a common responsibility for its integrity and honor.

In recognition and appreciation of their obligations to clients, customers, the public, and each other, REALTORS® continuously strive to become and remain informed on issues affecting real estate and, as knowledgeable professionals, they willingly share the fruit of their experience and study with others. They identify and take steps, through enforcement of this Code of Ethics and by assisting appropriate regulatory bodies, to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession. REALTORS® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, willful discrimination, or fraud resulting in substantial economic harm, bring such matters to the attention of the appropriate Board or Association of REALTORS®. (Amended 1/00)

Realizing that cooperation with other real estate professionals promotes the best interests of those who utilize their services, REALTORS® urge exclusive representation of clients; do not attempt to gain any unfair advantage over their competitors; and they refrain from making unsolicited comments about other practitioners. In instances where their opinion is sought, or where REALTORS® believe that comment is necessary, their opinion is offered in an objective, professional manner, uninfluenced by any personal motivation or potential advantage or gain.

The term REALTOR® has come to connote competency, fairness, and high integrity resulting from adherence to a lofty ideal of moral conduct in business relations. No inducement of profit and no instruction from clients ever can justify departure from this ideal.

In the interpretation of this obligation, REALTORS® can take no safer guide than that which has been handed down through the centuries, embodied in the Golden Rule, "Whatsoever ye would that others should do to you, do ye even so to them."

Accepting this standard as their own, REALTORS® pledge to observe its spirit in all of their activities whether conducted personally, through associates or others, or via technological means, and to conduct their business in accordance with the tenets set forth below. (Amended 1/07)

### Article 1

When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTORS® pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTORS® of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REALTORS® remain obligated to treat all parties honestly. (Amended 1/01)

### Standard of Practice 1-1

REALTORS®, when acting as principals in a real estate transaction, remain obligated by the duties imposed by the Code of Ethics. (Amended 1/93)

### • Standard of Practice 1-2

The duties imposed by the Code of Ethics encompass all real estate-related activities and transactions whether conducted in person, electronically, or through any other means.

The duties the Code of Ethics imposes are applicable whether REALTORS® are acting as agents or in legally recognized non-agency capacities except that any duty imposed exclusively on agents by law or regulation shall not be imposed by this Code of Ethics on REALTORS® acting in non-agency capacities.

As used in this Code of Ethics, "client" means the person(s) or entity(ies) with whom a REALTOR® or a REALTOR®'s firm has an agency or legally recognized non-agency relationship; "customer" means a party to a real estate transaction who receives information, services, or benefits but has no contractual relationship with the REALTOR® or the REALTOR®'s firm; "prospect" means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the REALTOR® or REALTOR®'s firm; "agent" means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation; and "broker" means a real estate licensee (including brokers and sales associates) acting as an agent or in a legally recognized non-agency capacity. (Adopted 1/95, Amended 1/07)

### Standard of Practice 1-3

REALTORS®, in attempting to secure a listing, shall not deliberately mislead the owner as to market value.



### Standard of Practice 2-1

REALTORS® shall only be obligated to discover and disclose adverse factors reasonably apparent to someone with expertise in those areas required by their real estate licensing authority. Article 2 does not impose upon the REALTOR® the obligation of expertise in other professional or technical disciplines. (Amended 1/96)

### Standard of Practice 2-2

(Renumbered as Standard of Practice 1-12 1/98)

### • Standard of Practice 2-3

(Renumbered as Standard of Practice 1-13 1/98)

### • Standard of Practice 2-4

REALTORS® shall not be parties to the naming of a false consideration in any document, unless it be the naming of an obviously nominal consideration.

### Standard of Practice 2-5

Factors defined as "non-material" by law or regulation or which are expressly referenced in law or regulation as not being subject to disclosure are considered not "pertinent" for purposes of Article 2. (Adopted 1/93)

### Article 3

REALTORS® shall cooperate with other brokers except when cooperation is not in the client's best interest. The obligation to cooperate does not include the obligation to share commissions, fees, or to otherwise compensate another broker. (Amended 1/95)

### Standard of Practice 3-1

REALTORS®, acting as exclusive agents or brokers of sellers/ landlords, establish the terms and conditions of offers to cooperate. Unless expressly indicated in offers to cooperate, cooperating brokers may not assume that the offer of cooperation includes an offer of compensation. Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation. (Amended 1/99)

### Standard of Practice 3-2

Any change in compensation offered for cooperative services must be communicated to the other REALTOR® prior to the time that REALTOR® submits an offer to purchase/lease the property. After a REALTOR® has submitted an offer to purchase or lease property, the listing broker may not attempt to unilaterally modify the offered compensation with respect to that cooperative transaction. (Amended 1/14)

### Standard of Practice 3-3

Standard of Practice 3-2 does not preclude the listing broker and cooperating broker from entering into an agreement to change cooperative compensation. (Adopted 1/94)

### Standard of Practice 3-4

REALTORS®, acting as listing brokers, have an affirmative obligation to disclose the existence of dual or variable rate commission arrangements (i.e., listings where one amount of commission is payable if the listing broker's firm is the procuring cause of sale/lease and a different amount of commission is payable if the sale/lease results through the efforts of the seller/ landlord or a cooperating broker). The listing broker shall, as soon as practical, disclose the existence of such arrangements to potential cooperating brokers and shall, in response to inquiries from cooperating brokers, disclose the differential that would result in a cooperative transaction or in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 1/02)

### Standard of Practice 3-5

It is the obligation of subagents to promptly disclose all pertinent facts to the principal's agent prior to as well as after a purchase or lease agreement is executed. (Amended 1/93)

### Standard of Practice 3-6

REALTORS® shall disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation. (Adopted 5/86, Amended 1/04)

### Standard of Practice 3-7

When seeking information from another REALTOR® concerning property under a management or listing agreement, REALTORS® shall disclose their REALTOR® status and whether their interest is personal or on behalf of a client and, if on behalf of a client, their relationship with the client. (Amended 1/11)

### Standard of Practice 3-8

REALTORS® shall not misrepresent the availability of access to show or inspect a listed property. (Amended 11/87)

### Standard of Practice 3-9

REALTORS® shall not provide access to listed property on terms other than those established by the owner or the listing broker. (Adopted 1/10)

### Standard of Practice 3-10

The duty to cooperate established in Article 3 relates to the obligation to share information on listed property, and to make property available to other brokers for showing to prospective purchasers/tenants when it is in the best interests of sellers/landlords. (Adopted 1/11)

### Standard of Practice 3-11

REALTORS® may not refuse to cooperate on the basis of a broker's race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. (Adopted 1/20)

### Article 4

REALTORS® shall not acquire an interest in or buy or present offers from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest, any real property without making their true position known to the owner or the owner's agent or broker. In selling property they own, or in which they have any interest, REALTORS® shall reveal their ownership or interest in writing to the purchaser or the purchaser's representative. (Amended 1/00)

### Standard of Practice 4-1

For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by REALTORS® prior to the signing of any contract. (Adopted 2/86)

### Article 5

REALTORS® shall not undertake to provide professional services concerning a property or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.

### Article 6

REALTORS® shall not accept any commission, rebate, or profit on expenditures made for their client, without the client's knowledge and consent.

When recommending real estate products or services (e.g., homeowner's insurance, warranty programs, mortgage financing, title insurance, etc.), REALTORS® shall disclose to the client or customer to whom the recommendation is made any financial benefits or fees, other than real estate referral fees, the REALTOR® or REALTOR®'s firm may receive as a direct result of such recommendation. (Amended 1/99)

### Standard of Practice 6-1

REALTORS® shall not recommend or suggest to a client or a customer the use of services of another organization or business entity in which they have a direct interest without disclosing such interest at the time of the recommendation or suggestion. (Amended 5/88)

### Article 7

In a transaction, REALTORS® shall not accept compensation from more than one party, even if permitted by law, without disclosure

clients and the public reasonably require to protect their rights and interests considering the complexity of the transaction, the availability of expert assistance, and, where the REALTOR® is an agent or subagent, the obligations of a fiduciary. (Adopted 1/95)

### Standard of Practice 11-3

When REALTORS® provide consultive services to clients which involve advice or counsel for a fee (not a commission), such advice shall be rendered in an objective manner and the fee shall not be contingent on the substance of the advice or counsel given. If brokerage or transaction services are to be provided in addition to consultive services, a separate compensation may be paid with prior agreement between the client and REALTOR®. (Adopted 1/96)

### Standard of Practice 11-4

The competency required by Article 11 relates to services contracted for between REALTORS® and their clients or customers; the duties expressly imposed by the Code of Ethics; and the duties imposed by law or regulation. (Adopted 1/02)

### Article 12

REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. REALTORS® shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional. (Amended 1/08)

### Standard of Practice 12-1

REALTORS® must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the REALTOR® will receive no financial compensation from any source for those services. (Amended 1/22)

### Standard of Practice 12-2 (Deleted 1/20)

### Standard of Practice 12-3

The offering of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease is not, in itself, unethical even if receipt of the benefit is contingent on listing, selling, purchasing, or leasing through the REALTOR® making the offer. However, REALTORS® must exercise care and candor in any such advertising or other public or private representations so that any party interested in receiving or otherwise benefiting from the REALTOR®'s offer will have clear, thorough, advance understanding of all the terms and conditions of the offer. The offering of any inducements to do business is subject to the limitations and restrictions of state law and the ethical obligations established by any applicable Standard of Practice. (Amended 1/95)

### Standard of Practice 12-4

REALTORS® shall not offer for sale/lease or advertise property without authority. When acting as listing brokers or as subagents, REALTORS® shall not quote a price different from that agreed upon with the seller/landlord. (Amended 1/93)

### Standard of Practice 12-5

REALTORS® shall not advertise nor permit any person employed by or affiliated with them to advertise real estate services or listed property in any medium (e.g., electronically, print, radio, television, etc.) without disclosing the name of that REALTOR®'s firm in a reasonable and readily apparent manner either in the advertisement or in electronic advertising via a link to a display with all required disclosures. (Adopted 11/86, Amended 1/16)

### Standard of Practice 12-6

REALTORS®, when advertising unlisted real property for sale/ lease in which they have an ownership interest, shall disclose their status as both owners/landlords and as REALTORS® or real estate licensees. (Amended 1/93)

### Standard of Practice 12-7

Only REALTORS® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have "sold" the property. Prior to closing, a cooperating broker may post a "sold" sign only with the consent of the listing broker. (Amended 1/96)

### Standard of Practice 12-8

The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on REALTORS®' websites. REALTORS® shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a REALTOR®'s website is no longer current or accurate, REALTORS® shall promptly take corrective action. (Adopted 1/07)

### Standard of Practice 12-9

REALTOR® firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of REALTORS® and non-member licensees affiliated with a REALTOR® firm shall disclose the firm's name and that REALTOR®'s or non-member licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 1/07)

### Standard of Practice 12-10

REALTORS® obligation to present a true picture in their advertising and representations to the public includes Internet content, images, and the URLs and domain names they use, and prohibits REALTORS® from:

- engaging in deceptive or unauthorized framing of real estate brokerage websites;
- manipulating (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- deceptively using metatags, keywords or other devices/ methods to direct, drive, or divert Internet traffic; or
- presenting content developed by others without either attribution or without permission; or
- otherwise misleading consumers, including use of misleading images. (Adopted 1/07, Amended 1/18)

### Standard of Practice 12-11

REALTORS® intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner. (Adopted 1/07)

### Standard of Practice 12-12

REALTORS® shall not:

- use URLs or domain names that present less than a true picture, or
- register URLs or domain names which, if used, would present less than a true picture. (Adopted 1/08)

### Standard of Practice 12-13

The obligation to present a true picture in advertising, marketing, and representations allows REALTORS® to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled. (Adopted 1/08)

### Article 13

REALTORS® shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.

### Article 14

If charged with unethical practice or asked to present evidence or to cooperate in any other way, in any professional standards proceeding or investigation, REALTORS® shall place all pertinent facts before the proper tribunals of the Member Board or affiliated institute, society, or council in which membership is held and shall take no action to disrupt or obstruct such processes. (Amended 1/99)

### Standard of Practice 16-8

The fact that an exclusive agreement has been entered into with a REALTOR® shall not preclude or inhibit any other REALTOR® from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

### • Standard of Practice 16-9

REALTORS®, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 1/04)

### Standard of Practice 16-10

REALTORS®, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04)

### Standard of Practice 16-11

On unlisted property, REALTORS® acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 1/04)

REALTORS® shall make any request for anticipated compensation from the seller/landlord at first contact. (Amended 1/98)

### Standard of Practice 16-12

REALTORS®, acting as representatives or brokers of sellers/ landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)

### Standard of Practice 16-13

All dealings concerning property exclusively listed, or with buyer/ tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, REALTORS® shall ask prospects whether they are a party to any exclusive representation agreement. REALTORS® shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 1/93, Amended 1/04)

### Standard of Practice 16-14

REALTORS® are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

### • Standard of Practice 16-15

In cooperative transactions REALTORS® shall compensate cooperating REALTORS® (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other REALTORS® without the prior express knowledge and consent of the cooperating broker.

### Standard of Practice 16-16

REALTORS®, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease

contingent on the listing broker's agreement to modify the offer of compensation. (Amended 1/04)

### Standard of Practice 16-17

REALTORS®, acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (Amended 1/04)

### Standard of Practice 16-18

REALTORS® shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 1/02)

### Standard of Practice 16-19

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. (Amended 1/93)

### Standard of Practice 16-20

REALTORS®, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude REALTORS® (principals) from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98, Amended 1/10)

### Article 17

In the event of contractual disputes or specific non-contractual disputes as defined in Standard of Practice 17-4 between REALTORS® (principals) associated with different firms, arising out of their relationship as REALTORS®, the REALTORS® shall mediate the dispute if the Board requires its members to mediate. If the dispute is not resolved through mediation, or if mediation is not required, REALTORS® shall submit the dispute to arbitration in accordance with the policies of the Board rather than litigate the matter.

In the event clients of REALTORS® wish to mediate or arbitrate contractual disputes arising out of real estate transactions, REALTORS® shall mediate or arbitrate those disputes in accordance with the policies of the Board, provided the clients agree to be bound by any resulting agreement or award.

The obligation to participate in mediation and arbitration contemplated by this Article includes the obligation of REALTORS® (principals) to cause their firms to mediate and arbitrate and be bound by any resulting agreement or award. (Amended 1/12)

### Standard of Practice 17-1

The filing of litigation and refusal to withdraw from it by REALTORS® in an arbitrable matter constitutes a refusal to arbitrate. (Adopted 2/86)

### Standard of Practice 17-2

Article 17 does not require REALTORS® to mediate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to mediate through the Board's facilities. The fact that all parties decline to participate in mediation does not relieve REALTORS® of the duty to arbitrate.

Article 17 does not require REALTORS® to arbitrate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to arbitrate before the Board. (Amended 1/12)

### Standard of Practice 17-3

REALTORS®, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other REALTORS® absent a specific written agreement to the contrary. (Adopted 1/96)

### Standard of Practice 17-4

Specific non-contractual disputes that are subject to arbitration pursuant to Article 17 are:

# What is a fair commission for a real estate agent in Oregon?

Since realtor commission is negotiable, what's fair will ultimately come down to whatever rate you and your agent are comfortable with.

That said, our data showed that a majority of realtors expect between 4.17% to 5.82% with the statewide average being 4.99%.

Commission rate	Percentage	Cost*
Low tier	4.17%	\$21,494
Oregon average	4.99%	\$25,720
High tier	5.82%	\$29,999

<sup>\*</sup>Costs calculated assuming a sale price equal to the state's median home value





### Police

#### **Public Notice**

**Public Notice** 

Notice of Public Hearing Sale of Property Located at 320 Warner Milne Road City of Oregon City

The City of Oregon City will be holding a public hearing at 7:00 PM on December 18, 2019, in the Commission Chambers, located at 625 Center Street, Oregon City, OR 97045, for the purpose of taking comments on the sale of property located at 320 Warner Milne Road, Oregon City, OR 97045.

The property currently houses the City's police station, code enforcement and municipal court. The City is in the process of constructing the Robert Libke Public Safety Building and, upon completion, this property will no longer be needed for City purposes and, therefore, it is appropriate to sell this property. The sale will allow the private development of the site. At the public hearing, any interested party may appear and comment. The City will accept written comments prior to the meeting, and oral and written testimony will be accepted at the hearing.

PUBLISHED: Daily Journal of Commerce, December 9 and December 11, 2019

News Item Published: December 9, 2019

Oregon City Commissioners have a formal decision to consider on December 18, a real estate contract for the sale of the current Oregon City Police Department property that is located at 320 Warner Milne Road. The sale of the property, along with accumulated revenues from the Community Safety Advancement Fund (CSAF) utility fee and the City's General Fund will finance the new Robert Libke Public Safety Facility currently under construction.

Public notice of the sale, pursuant to ORS 221.725, will be posted December 9 through December 18, 2019. A public hearing will be held at City Hall during the City Commission Meeting on December 18, 2019, at 7 p.m.

The City received two appraisals of the property. In 2016 the appraisal of the property was \$2,400,000 and in 2019, the appraisal was \$3,125,000.

Prior to placing the property up for sale, the City received interest from potential buyers. The decision was made to attempt a sale "By Owner" to save the money that would be paid in commission to a broker. On August 2, 2019, the property was listed for sale on the Daily Journal of Commerce and the Oregon City bid management sites. The listing remained on these sites until October 4, 2019. During the time these notices were public, police staff toured several interested parties through the building and property. One very interested party toured three times, but never submitted an offer.

Once no proposals were received, the City proceeded to seek real estate brokerage services, in an effort to sell the property and posted a request for brokerage proposals.

In late November the City received an unsolicited offer from F & F Structures to purchase the property. The City Commission rejected the initial offer and counter-offered with a purchase price of \$2,800,000. Additional terms, such as the ability to continue to use the property, free of charge, until the Robert Libke Public Safety Facility is completed in October 2020 will save the city \$14,000 a month in rent. The decision to sell the property without hiring a broker saved the City from paying a commission fee a savings of between \$112,000 and \$140,000.

Any written comments concerning the proposed sale received by the City prior to the public hearing will be provided to the City Commission and community members may submit oral or written comments at the public hearing on December 18, 2019.

If you have any questions concerning the sale of the property, please contact the City Manager, Tony Konkol, at 503.496.1504.

Surporting Documents

☑ Real Estate Contract (186 KB)

#### **Business of the City Council**

City of Oakridge, Oregon March 2, 2023

Agenda Title: RFP for WAC Renovation

Architect

Agenda Item No: 10.3

**Exhibit:** Draft RFP for WAC Architect

**Author: CA** 

**Proposed Council Action:** A motion from

the floor to approve

#### **ISSUE:**

See the attached draft RFP for hiring an architect to manage the Willamette Activities Center ("WAC") renovation.

Here is the *tentative* schedule for the RFP process:

3/2 Council authorizes RFP

3/3 RFP issued and posted on City Website and Oregonbuys.gov

3/31 RFP Responses due by 5pm

4/3 WAC Subcommittee reviews RFP Responses. Chooses Architect or schedules interviews

4/4 Notice of intent issued (if WAC Subcommittee chooses an Architect on 4/3)

4/4 Fee and contract negotiations (if WAC Subcommittee chooses an Architect on 4/3)

4/6 City Council authorizes contract (or *initial* contract if *full* contract terms not finalized)

4/7 Contract signed, design work and bid proposals begin

5/1 Documents for roofer bidding issued

Summer – Roof replacement begins

FISCAL IMPACT: Unknown

**OPTIONS:** Approve or modify the draft RFP

**RECOMMENDATION:** Approve

**RECOMMENDED MOTION:** "I move to approve the draft RFP for immediate posting to hire an architect for renovation of the WAC."

#### 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 #2: Provide facilities and infrastructure supporting current & 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 #3: Improve the city's economy by creating an atmosphere open to business.



## City of Oakridge

48318 E. 1st Street - PO Box 1410 Oakridge, Oregon 97463

#### **REQUEST FOR PROPOSALS FOR**

# ARCHITECTURAL SERVICES FOR THE WILLAMETTE ACTIVITY CENTER RENOVATION PROJECT

# PROPOSALS DUE: March 31, 2023 by 5pm

#### **Project Representative:**

James Cleavenger, JD, LLM

Oakridge City Administrator

Email: cityadministrator@ci.oakridge.or.us

Phone: 541-782-2258

Mailing Address: PO Box 1410, Oakridge, OR 97463

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#### 1.0 Invitation to submit proposals

The City of Oakridge will receive proposals from qualified architectural firms in response to this Request for Proposals (RFP) for Architectural Services for the Willamette Activity Center Renovation Project until **5:00 PM** local time on **Friday, March 31, 2023.** 

Proposals must be prepared in the form required in Subsection 3.0 of this RFP and delivered via email and/or US Mail (all items must be RECEIVED by March 31, 2023) to Oakridge City Administrator James Cleavenger (cityadministrator@ci.oakridge.or.us).

#### 1.1 Purpose

The City of Oakridge, Oregon (the "City") is requesting proposals from qualified architectural firms ("Proposers") for comprehensive Architectural Services related to the renovation the Willamette Activity Center, which is owned by the City of Oakridge.

In general, the Architectural Services will consist of planning, design, and construction administration services for the renovation of the Willamette Activity Center, located at 47674 School Street, Oakridge, OR, 97463 as described below.

#### 1.2 Solicitation Documents

RFP documents may be downloaded from the City's RFPs, Bids and RFQs Page at: https://www.ci.oakridge.or.us/rfps

Printed copies of the RFP documents may be obtained by contacting City Administrator James Cleavenger via email at cityadministrator@ci.oakrjdge.or.us or by phone at 541-782-2258.

#### 1.3 Addenda

The City may issue addenda to modify or add to the terms of the RFP or change the time or date for submission of proposals. Any such addenda will be issued by the City in writing not less than 72 hours prior to the deadline for receipt of proposals and be delivered by email to eligible Proposers. The terms, conditions, requirements, clarifications, information, and instructions contained in any addenda issued by the City must be acknowledged, agreed to, and accepted in the proposals received and will become part of any resulting contract.

#### 2.0 Project Description

The Willamette Activity Center ("WAC") is located at 47674 School Street, Oakridge, OR, 97463. The building is a collection of individual buildings connected by an enclosed hallway. It was initially constructed in 1952 as Willamette City Grade School, with additions constructed throughout that decade. The building is now owned by the City of Oakridge and has been used for a variety of civic and community services, including as a school, food bank, courthouse, and city council chambers. The overall building area is approximately 29,000 square feet. The building is wood framed, single story with a fire sprinkler system.

The building was vacated during the pandemic, and repairs are necessary to reoccupy the building. So far, the City has obtained \$1,500,000 for overall project funding to implement initial repairs, and is seeking additional sources of funding. The design team led by an architect that will be selected through this RFP, will be tasked with implementing improvements to the building based on this initial priority list of improvements:

- 1. Roofing upgrade and replacement.
- 2. Structural upgrades to the roof system.
- 3. Structural upgrades to the remainder of the building system.
- 4. Building envelope upgrades and replacement.
- 5. Building circulation and accessibility improvements.
- 6. Accommodations for new and existing tenants.

This priority list is preliminary and the City reserves the right to revise it at any time.

The selected design team's first task will be to prepare bid documents by the end of May 2023 for structural roof repairs and roof replacement.

#### 3.0 Preparation and submission of proposals and proposer requirements

Proposers are responsible for reading and understanding all portions of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their proposals. To be responsive, proposals must be made in writing, and address the background information, questions, criteria, and requests for information contained in the RFP. Proposals must be submitted in the required form and contain all required documents and responses, be signed by the Proposer or its authorized representative, and be submitted in the manner described in this RFP.

#### 3.1 Proposal Submission

Proposals must be *received by* **5pm on Friday March 31st.** Proposals must be submitted in the form and manner stated in the Invitation for Proposals, complete with a Proposer Certification Form signed by the Proposer or its authorized representative, responses to all criteria and requirements included in the RFP, other documents required to be submitted, if any, and contain the number of copies required.

Each Proposer must submit one (1) electronic copy in PDF format, via email to Oakridge City Administrator James Cleavenger at cityadministrator@ci.oakridge.or.us and/or via US Mail to PO Box 1410, Oakridge, OR 97463 on a USB storage device or CD (all materials must still be received by 3/31/23 at 5pm). Proposals must not include .zip files or be greater than 15 MB in size and subject to the stated limitations on page quantity and size contained in this RFP. Proposals submitted electronically must be submitted as an attachment to the email. The subject line of the email must contain the words "Request for Proposals: Architectural Services" identifying the submission as

Electronic media must be enclosed in a sealed envelope bearing the Proposer's name and address, clearly marked with the title of this RFP, and bearing the words "Proposal Enclosed," delivered to the person and address stated above in Section 1.0.

By submitting a proposal, a Proposer acknowledges that the Proposer has read and under- stands the terms and conditions applicable to this RFP, and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

#### 3.2 Proposal withdrawal

A Proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, by email or U.S. mail to the person identified for receipt of proposals, and may submit a new proposal in the manner stated in this RFP. The City will not consider proposals received after the time and date indicated for receipt of proposals. A Proposer may not modify its proposal after it has been submitted, other than to address minor informalities, unless the proposal is withdrawn and resubmitted as described above. Multiple or alternate proposals will not be accepted.

#### 3.3 Proposer costs

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP.

#### 3.4 Interpretation of RFP

Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification or additional information concerning the RFP in writing as soon as possible, but in no event will such requests be received by the City later than the deadline set forth in this RFP. Any corrections or clarifications made in any manner other than by a written addendum addressed to all proposers will not be binding on the City, and proposers shall not rely thereon.

#### 3.5 Duration of proposals

Any proposal submitted shall be irrevocable and open for acceptance for a period of sixty (60) days from the proposal closing date. An award of the contract to any Proposer shall not constitute a rejection of any other proposal.

#### 3.6 Proposer minimum requirements

Proposers must be properly registered to do business in the State of Oregon, registered and in good standing with the Oregon State Board of Architect Examiners.

Proposers must be an "equal opportunity employer" willing to comply with all applicable

provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations thereunder (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375, and all Oregon statutes and regulations regarding employment.

#### 3.7 Proposals are subject to Oregon public records law

Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

Each Proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure along with a short statement of the basis for exemption. A Proposer may not designate its entire proposal as being exempt from disclosure. If the City receives a records request, including subpoena, covering information the bidder believes is covered by an applicable public records exemption, it is the Proposer's responsibility to defend, reimburse, hold harmless, and indemnify the City for any costs associated with establishing such an exemption.

#### 4.0 Clarification or protest of solicitation documents

If a Proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the Proposer must immediately notify the Project representative designated for receipt of proposals or other person identified for submission of questions.

If the Project representative believes a clarification is necessary, an addendum will be issued in writing not less than 72 hours prior to the deadline for receipt of proposals, and available on the City's Procurement and Purchasing webpage listed above. The addendum may post- pone the date for submission of proposals. The requirements or clarifications contained in any addenda so issued must be acknowledged in the proposals received and will become part of any resulting contract.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

#### 5.0 Opening of proposals

The City will not examine any proposal prior to the time set for opening proposals (which will be after proposal submittal deadline). Any proposal or modification received after the designated deadline will not be opened or considered in the discretion of the City. The proposals submitted will be open to public inspection after execution of a contract, except for any information covered by an exemption to disclosure.

#### 6.0 Compliance with laws

Proposals will be reviewed by the Project representative for responsiveness to the minimum requirements established by RFP, which include:

- Submission of a completed Proposer Statements and Certifications in the form included as Attachment B.
- Compliance with proposal procedures, public contracting laws, and City of Oakridge codes and ordinances.
- Application of any applicable preferences for services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).

#### 7.0 Proposal evaluation and award

The City will award based on the responsiveness of the actual proposals received to the requirements established in Attachment A, considering qualifications, experience, resources, proposed services, Proposers' past record of performance, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

Each proposal will be evaluated by a Selection Committee based on the process and scoring described in Attachment C. Based upon evaluation of the submitted proposals, the Selection Committee may choose to conduct interviews with the Proposers. Interviews may include a presentation by the Proposer and questions regarding the proposal and services to be pro- vided.

Upon conclusion of the interviews, if any, the Selection Committee will revise its scores, again based on the evaluation criteria. The Selection Committee may meet one or more times to discuss interviews or proposals, or both, and revise scores. Unless the City provides additional criteria for interviews, interviews are not a separate evaluation criterion eligible for points, but the Selection Committee may consider the interview when revising its scores. The Selection Committee will rank the Proposers and make its recommendation for selection of a Proposer determined to be the most highly qualified based on the final scores.

Additional criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

In evaluating the proposals and selecting a Proposer, the City reserves the rightsto:

- a) Reject any and all proposals and cancel the RFP at any time if doing either would be in the public interest as determined by the City in its sole discretion;
- b) Issue subsequent Requests for Proposals for the same or similar services;
- c) Not award a contract for the requested services;
- d) Waive any irregularities, informalities, or deficiencies in proposals, or, alternatively, to give a lower rating in the evaluation process as a result of such informalities or deficiencies;
- e) Accept the proposal which the City deems to be the most beneficial to the public and the City;
- f) Seek clarification of each proposal or investigate each Proposer;
- g) Negotiate with any Proposer to further amend, modify, redefine or delineate its proposal;
- h) Negotiate a final contract that is in the best interest of the City;
- Reject any limitations or disclaimers of liability or limitations or disclaimers of types of recoverable damages from Proposers or any sub-consultants of Proposers;
- j) Negotiate and accept, without re-advertising, the proposal of the next-highest scored Proposer, in the event that a contract cannot be successfully negotiated with the selected Proposer, which may occur prior to the time a final recommendation for award is made;
- k) To reconvene the Selection Committee and collectively review the scoring, making changes as the Selection Committee deems appropriate; and
- Further question any Proposer to substantiate claims of experience, background knowledge, and ability.

#### 7.1 Negotiation and award of contract

After the highest-scored Proposer is determined by the Selection Committee (the WAC Advisory Subcommittee), the City will discuss and negotiate the scope of services with that Proposer and the Proposer will submit a written compensation proposal and schedule of services. The City may request supple- mental scope, compensation, or schedule information from the Proposer, including but not limited to number of hours proposed for services required, expenses, hourly rates, overhead, profit and additional or different schedule milestones or other schedule information. If the highest-scored Proposer refuses to provide this or any other information promptly after the City's request, the City may terminate discussions with that Proposer.

If the City and the highest-scored Proposer are for any reason unable to reach agreement about the scope of services, compensation, or schedule, the City may terminate discussions with that Proposer. The City may then enter discussions and negotiations as described herein with the second highest-scored Proposer. If the City and the second highest-scored Proposer are for any reason unable to reach agreement, the City may terminate discussions with that Proposer and enter into discussions with the next highest-scored proposers in or- der of ranking until agreement is reached. The contract will be awarded to the Proposer who in the City's judgment has submitted a proposal and negotiated scope, compensation, and schedule that best meets the City's needs.

If the City is for any reason unable to reach agreement with any and all Proposers about the scope of services, compensation, or schedule, the City shall terminate the process and may, in its sole discretion, re-solicit proposals under a new RFP. Unless the process is earlier terminated, based upon the Selection Committee's recommendation and the City's reaching agreement with a Proposer, the Project representative will issue a notice of intent to award. The final award of the contract is subject to the review and approval of the City Council.

#### 7.2 Mistakes in proposals

Minor informalities may be waived in the sole discretion of the City. Mistakes discovered after opening where the intended correct statement or amount is clear or properly substantiated may be corrected in the sole discretion of the City. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFP, the proposal may not be accepted in the sole discretion of the City. The City reserves the right to waive technical defects, discrepancies, and minor irregularities, and to not award a contract when it finds such action to be in the public interest, in the sole discretion of the City.

#### 7.3 Notice of award

The City will provide written notice of its intent to award to a given Proposer or before the award.

#### 7.4 Protest of intent to award

A Proposer that is not recommended for award by the Selection Committee may protest the recommendation. To be considered, a protest must be submitted in writing not more than 72 hours after the date of issuance of the notice of intent to award. The protest must specify the grounds upon which the protest is based.

#### 7.5 Rejection of proposals

The City may reject any proposal not in compliance with all prescribed proposal procedures, requirements, rules, or laws, and may any and all proposals upon the City's finding that it is in the public interest to do so. If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with opportunity for supplemental submission. If there is partial rejection, the City will solicit supplemental information only from those Proposers who submitted proposals, on the condition that it is un-likely that re-advertising would lead to greater competition. The Project representative is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

###

#### Attachment A - Required Elements of Proposals

#### 1.1 Proposal documents and format and documents to be submitted

The proposal submitted must include:

- Responses to each of the required items stated under 1.3, below.
- A completed and executed Proposer Statements and Certifications form (Attachment B).

#### 1.2 Form of proposal

The form of the proposal must:

- Include the responses to Proposal Elements A E below in the order and numbering requested
- Be submitted in the form and within the limitations stated in this RFP
- Contain primary text and headings in not less than 10-point type (with smaller text acceptable in notes, graphs, requested tables, and images, provided the information presented is reasonably legible)
- Be limited to no more than 12 pages, one sided, nominal 8.5" x 11" size. Pages used for a cover, cover letter (not to exceed two pages), section dividers, résumés identified in Proposal Element B below, and references in accordance with Proposal Element E below are not included in the page limit.

#### 1.3 Required response criteria

The proposal must address each of the following Proposal Elements:

#### A. Design team qualifications and experience (40 points maximum)

Provide sufficient information on the background, qualifications, technical competence, and specialized experience of Proposer (lead firm) to demonstrate its ability to provide the services required for this Project. Include a list of past projects demonstrating such qualifications and experience. Provide a firm description, relevant project examples, and names of discipline leads for the consultant team firms. Provide an organizational chart of your proposed Design Team. Include the names of key persons designated to be on the Design Team and their intended role in the Project.

For key personnel on the team, please include professional biographies or résumés for key Design Team members, including subconsultants, as an attachment at the end of the proposal. List any relevant certifications and/or licenses and their expiration date(s).

The City reserves the right to provide input on the final selection of subconsultants and has ultimate discretion on whether a subconsultant may be included on the Proposer's Design Team.

However, the City intends to give broad discretion to the Proposer to assemble the Design Team that will result in the best possible execution of the Project. Engineering, landscape architecture, and/or cost estimating services may also be added to the Design Team as required either as a subconsultant to the selected Proposer or under direct contract with the City.

#### B. Local knowledge and experience (15 points maximum)

Provide a description of Proposer's prior experience working on similar projects and any projects in or around Oakridge. Emphasize projects of similar scope, scale, and context, and how they are relevant to the Project subject to this RFP. Also describe any prior personal or professional knowledge or experience in or around Oakridge, Oregon.

#### C. Project approach (40 points maximum)

Provide a general description of the techniques, methods, and tools your firm/team would expect to utilize for successfully completing this Project. Address development of the design, management of budget and schedule, facilitation of decision making, development of construction documents, and construction administration.

#### D. Proposal organization and readability (5 points maximum)

The City will evaluate the extent to which the proposal follows the instructions contained in this RFP, is easy to read and follow, and is professional in its presentation. This element may also be used by evaluators to assist in understanding and scoring other Proposal Elements.

#### E. References (not separately scored)

Provide references from at least 3 comparable clients for which your firm has provided similar services that would be representative of the work anticipated under this RFP. The City reserves the right to investigate the past performance of any submitting firm with respect to its successful performance of similar projects, compliance with contractual obligations, and its completion or delivery of a project on schedule. Please ensure that your references are prepared to speak to the City regarding your firm's service and operation. For each reference, provide the following information:

- Name of organization
- Length of relationship
- Location
- Contact name
- Contact telephone number, and email
- Name and date of project(s) completed

Responses to reference checks, whether those references are listed above, may be used to assist in scoring other Proposal Elements. City staff may not be used as references and any previous work done by individuals or firms responding to this RFP will not be considered in evaluating statements except as specifically submitted in response to the Proposal Elements above.

#### Attachment B - Proposer statement and certification

#### Proposer's Name:

RFP Title: Willamette Activity Center Renovation Project

#### **Proposer Statements:**

Proposer's Offer. Proposer offers to provide the services in accordance with the requirements of the Request for Proposals (RFP) stated above and the enclosed proposal. The undersigned Proposer declares that the Proposer has carefully examined the above-named RFP, and that, if this proposal is accepted, Proposer will execute a contract with the City to furnish the services of the proposal submitted with this form. Proposer attests that the in-formation provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this proposal is submitted.

Proposer's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Proposer accepts all terms and conditions of this RFP except as modified in writing in its proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of 60 days from the date proposals are due.

Proposer's Acknowledgement of Public Records Law. By execution of this Form, the under-signed Proposer acknowledges that its entire proposal is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Proposer agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified either in the Proposer Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend, hold harmless, reimburse and indemnify the City for any costs associated with establishing a claimed exemption.

#### Addenda

Proposer acknowledges that it has received, considered, and hereby agrees with and accepts the terms, conditions, requirements, clarifications and other information or instructions provided in the following addenda, if any:

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C	ertifications
В	y signing this Proposer's Certification form, Proposer certifies that:
-	Certification of Resident Bidder Status. Proposer is ( ) is not ( ) (check one) a resident bidder, as defined in ORS 279A.120.  Certification of Non-Discrimination. Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a
	disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
-	Certification of Non-Collusion. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other Proposer.
-	Certification of Compliance with Tax Laws. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, including:
	o All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
	<ul> <li>Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and</li> </ul>
	<ul> <li>Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.</li> </ul>

The undersigned, by signature here, acknowleds certifications as stated above.	ges, accepts, and certifies to the statements and
PROPOSER:	
Authorized signature	Proposer's legal name
Name of authorized signer	Address
Title	Federal Tax ID number
Date	
Optional contact information regarding this proposal:	
Contact name	
Telephone number	
Email address	

#### Attachment C - Selection procedure and scoring

Selection Committee. The Selection Committee is anticipated to be comprised of:

- James Cleavenger, City Administrator
- The City of Oakridge WAC Advisory Subcommittee (members are unpaid volunteer community members who applied to serve on the subcommittee and were confirmed by the Oakridge City Council).

The City reserves the right to modify the composition of the Selection Committee, including but not limited to the number of committee members.

Evaluation Process. The selection process for this RFP will include the procedures identified here:

- Will include evaluation and scoring of initial proposal
- May include interviews of top-scored Proposers
- May include a requirement for additional questions and responses from top-scored Proposers

Notwithstanding the selection procedures identified above, the City reserves the right to terminate the evaluation process after completion of any procedural stage when, in the City's sole discretion, further evaluation procedures are not required for the City to identify the Proposer whose offer will best suit the interests of the City.

Proposal Scoring. The City will score proposals according to the following criteria:

Proposal element	Maximum points
Design team qualifications and experience	40
Project approach	40
Local Knowledge and Experience	15
Proposal organization and readability	5
	100

#### Attachment D – Insurance requirements

Proposer is not permitted to begin any work until Proposer obtains, at Proposer's own expense, all required insurance as specified below. Such insurance must have the approval of the City as to limits, form, and amount.

The types of insurance Proposer is required to obtain or maintain for the full period of the contract will be:

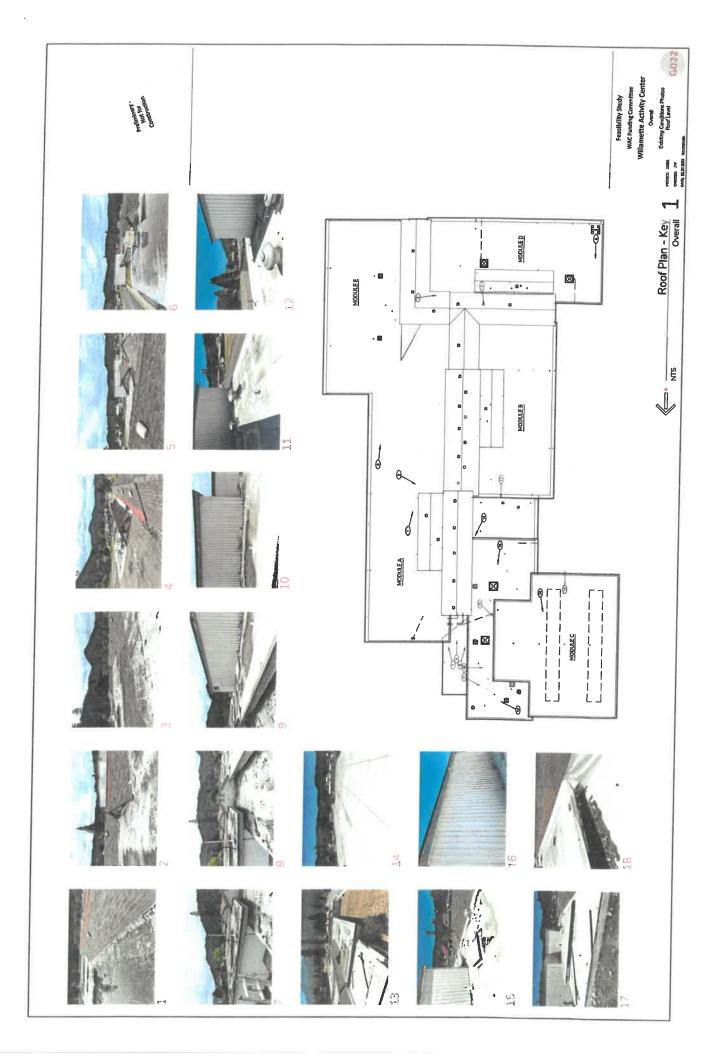
- Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.
- Commercial Automobile Liability coverage including coverage for all owned, hired, and nonowned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.
- Workers' Compensation Coverage. The Proposer, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident is required.
- Professional Liability Insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.
- Additional insured endorsement for General Liability Insurance is required.

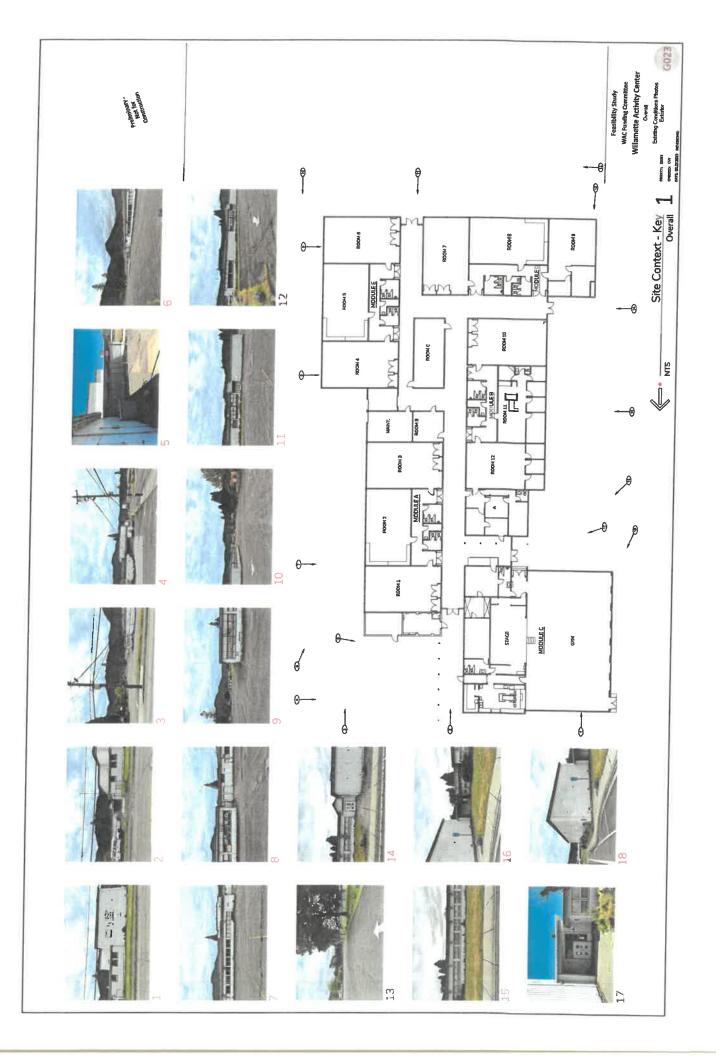
#### **Attachment E – Building Information**

The following attachments provide information about the existing building and planned improvements, especially at the roof level. They are provided to familiarize proposers with existing conditions, especially in relation to the "Project Approach" section of the required proposal elements.

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#### City of Oakridge

#### Statement of Revenue and Expenditures

#### Revised Budget For GENERAL FUND (100)

For the Fiscal Period 2023-8 Ending February 28, 2023

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining
account Number		Budget	Actual	Budget	Actual	Budget %
Revenues						
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	<b>:</b>	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	1,191,496.15	5.44%
Total Property Taxes Revenues		105,837.33	0.00	1,270,048.00	1,191,496.15	6.18%
Franchise Fees Revenues						
100-00-504005 Franchise Fees		17,500.00	75,372.63	210,000.00	195,478.74	6.91%
Total Franchise Fees Revenues		17,500.00	75,372.63	210,000.00	195,478.74	6.91%
Licenses, Permits, Misc. Taxes Revenues						
100-00-503100 State Liquor Tax		4,666.67	0.00	56,000.00	36,994.01	33.94%
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	2,053.32	31.56%
100-00-503450 Heavy Eqp Rental Tax		0.00	0.00	0.00	372.99	0.00%
100-00-503500 Transient Room Tax		2,833.33	0.00	34,000.00	15,157.46	55.42%
100-00-504000 Telecommunications License Fee		1,250.00	133.30	15,000.00	14,118.30	5.88%
100-00-504100 Licenses & Permits Fees		5,416.67	9,343.71	65,000.00	47,007.47	27.68%
Total Licenses, Permits, Misc. Taxes Revenues		16,500.00	9,477.01	198,000.00	115,703.55	41.56%
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	53,166.85	8.33%
100-00-508500 Lowell Police Serv. Contract		2,740.75	2,673.99	32,889.00	22,966.92	30.17%
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	2,673.99	199,885.00	144,523.26	27.70%
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	1,558.00	45,000.00	24,285.85	46.03%
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	1,558.00	46,000.00	24,285.85	47.20%
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	958.58	40.09%
Total Interest Revenues		216.67	0.00	2,600.00	958.58	63.13%

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### City of Oakridge Statement of Revenue and Expenditures

			Current	Current	Annual		Remaining
Account Number			Budget	Actual	Budget	Actual	Budget %
Grants & Donations	Povenues						
100-00-500300 Di			0.00	0.00	0.00	6,895.00	0.00%
	nerican Rescue Plan Grant		0.00	0.00	374,000.00	11,100.00	97.03%
	orary Donations & Sales		125.00	0.00	1,500.00	944.36	37.04%
	orary SRP-Cards 4 Kids		83.33	0.00	1,000.00	1,000.00	0.00%
	anner Bank Fundraiser		0.00	0.00	0.00	2,878.00	0.00%
	arks Grants/Donations		16.67	0.00	200.00	674.26	(237.13%)
	arks Revenues/Donations		333.33	0.00	4,000.00	0.00	100.00%
100-00-599800 Pa			0.00	0.00	0.00	3,000.00	0.00%
Total Grants & Dona	•		558.33	0.00	380,700.00	26,491.62	93.04%
Rentals and Leases				000.00	7 000 00	7.500.00	(7.440/
100-00-599700 De	ead Mountain Tower Rent		583.33	600.00	7,000.00	7,500.00	(7.14%)
Total Rentals and Lo	eases Revenues		583.33	600.00	7,000.00	7,500.00	(7.14%)
Miscellaneous Reve	nues						
100-00-502000 Fa	all Fun Night		208.33	0.00	2,500.00	0.00	100.00%
100-00-505500 Li	brary Revenue		108.33	0.00	1,300.00	645.61	50.34%
100-00-599900 M	iscellaneous Income		250.00	1,522.84	3,000.00	30,326.83	(910.89%
100-00-599920 M	isc Police Revenue		166.67	452.44	2,000.00	1,159.64	42.02%
Total Miscellaneous	Revenues		733.33	1,975.28	8,800.00	32,132.08	(265.14%
Charges for Service	a Payanuae						
-	nposed Public Safety Fee		0.00	28,754.00	0.00	231,968.00	0.00%
	dministrative Overhead		47,841.92	0.00	574,103.00	0.00	100.00%
Total Charges for S			47,841.92	28,754.00	574,103.00	231,968.00	59.59%
Total GENERAL FUND I		\$	235,761.33 \$	120,410.91	\$ 3,203,136.00	\$ 1,971,157.83	38.46%
TOTAL TOTAL	Acremaes	•	200,101100 7		, , , , , , , , , , , , , , , , , , , ,		
Expenditures							
Personal Services I	Expenditures						
100-11-400000 D	raw	\$	0.00 \$	0.00			0.00%
100-11-400001 H	ealth Insurance		5,395.75	0.00	64,749.00	38,078.79	41.19%
100-11-400002 P	ERS		7,769.25	0.00	93,231.00	41,786.75	55.18%
	orkers Compensation		150.00	0.00	1,800.00	88.31	95.09%
100-11-400003 1	ayroll Taxes		1,879.75	0.00	22,557.00	13,168.23	41.62%
100-11-400004 P			400.07	0.00	2,000.00	3,209.96	(60.50%
100-11-400004 P	-		166.67	0.00			
100-11-400004 P 100-11-400005 O	vertime		166.6 <i>7</i> 7,114.00	0.00	85,368.00	41,763.47	51.08%
100-11-400004 P 100-11-400005 O 100-11-400011 C	overtime city Administrator					41,763.47 45,944.51	
100-11-400004 P 100-11-400005 C 100-11-400011 C 100-11-400013 F	overtime bity Administrator inance Director/City Recorder		7,114.00	0.00	85,368.00	,	39.27%
100-11-400004 P 100-11-400005 C 100-11-400011 C 100-11-400013 F 100-11-400015 L	overtime bity Administrator inance Director/City Recorder IB/AP/UB		7,114.00 6,304.00	0.00 0.00	85,368.00 75,648.00	45,944.51	39.27% 35.74%
100-11-400004 P 100-11-400005 O 100-11-400011 C 100-11-400013 F 100-11-400015 L 100-11-400046 A	overtime City Administrator inance Director/City Recorder IB/AP/UB ssistant Planner		7,114.00 6,304.00 4,143.33	0.00 0.00 0.00	85,368.00 75,648.00 49,720.00	45,944.51 31,948.77	39.27% 35.74% 8.42%
100-11-400004 P 100-11-400005 C 100-11-400011 C 100-11-400013 F 100-11-400015 L 100-11-400046 A 100-11-400049 C	overtime bity Administrator inance Director/City Recorder IB/AP/UB assistant Planner comm Svc's/Asst to Admin		7,114.00 6,304.00 4,143.33 4,372.17 0.00	0.00 0.00 0.00 0.00	85,368.00 75,648.00 49,720.00 52,466.00	45,944.51 31,948.77 48,049.04	39.27% 35.74% 8.42% 0.00%
100-11-400004 P 100-11-400005 C 100-11-400011 C 100-11-400013 F 100-11-400046 A 100-11-400049 C 100-11-400081 V	overtime  city Administrator  inance Director/City Recorder  IB/AP/UB  assistant Planner  comm Svc's/Asst to Admin  EBA Contributions		7,114.00 6,304.00 4,143.33 4,372.17 0.00 750.00	0.00 0.00 0.00 0.00 0.00	85,368.00 75,648.00 49,720.00 52,466.00 0.00	45,944.51 31,948.77 48,049.04 338.19	39.27% 35.74% 8.42% 0.00% 100.00%
100-11-400004 P 100-11-400005 C 100-11-400011 C 100-11-400013 F 100-11-400046 A 100-11-400049 C 100-11-400081 V 100-11-400082 L	overtime City Administrator Cinance Director/City Recorder CIB/AP/UB CIB/ASSISTANT Planner Comm Svc's/Asst to Admin CEBA Contributions CIFFIELD Insurance		7,114.00 6,304.00 4,143.33 4,372.17 0.00 750.00 41.67	0.00 0.00 0.00 0.00 0.00	85,368.00 75,648.00 49,720.00 52,466.00 0.00 9,000.00	45,944.51 31,948.77 48,049.04 338.19 0.00	51.08% 39.27% 35.74% 8.42% 0.00% 100.00% 88.81% 89.88%
100-11-400004 P 100-11-400005 C 100-11-400011 C 100-11-400013 F 100-11-400046 A 100-11-400049 C 100-11-400081 V	overtime  city Administrator inance Director/City Recorder IB/AP/UB assistant Planner comm Svc's/Asst to Admin EBA Contributions ife/LTD Insurance lealth Insurance		7,114.00 6,304.00 4,143.33 4,372.17 0.00 750.00	0.00 0.00 0.00 0.00 0.00 0.00	85,368.00 75,648.00 49,720.00 52,466.00 0.00 9,000.00 500.00	45,944.51 31,948.77 48,049.04 338.19 0.00 55.95 15,946.62	39.27% 35.74% 8.42% 0.00% 100.00% 88.81%

### City of Oakridge Statement of Revenue and Expenditures

ccount Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
100-13-400004	Payroll Taxes	2,975.00	0.00	35,700.00	18,168.14	49.11%
100-13-400005	Overtime	4,000.00	0.00	48,000.00	23,007.92	52.07%
100-13-400006	Standby	1,000.00	0.00	12,000.00	8,955.80	25.37%
100-13-400016	Employee Allowance	30.00	0.00	360.00	0.00	100.00%
100-13-400020	Police Chief	7,615.42	0.00	91,385.00	67,831.00	25.77%
100-13-400023	Patrol Wages	13,550.00	0.00	162,600.00	82,563.93	49.22%
100-13-400024	Dispatchers	6,337.00	0.00	76,044.00	0.00	100.00%
100-13-400025	Communications Sergeant	5,610.58	0.00	67,327.00	42,051.82	37.54%
100-13-400026	Deputy Chief	0.00	0.00	0.00	25,902.06	0.00%
100-13-400081	VEBA Contributions	1,125.00	0.00	13,500.00	0.00	100.00%
100-13-400082	Life/LTD Insurance	41.67	0.00	500.00	81.52	83.70%
100-16-400003		8.33	0.00	100.00	0.00	100.00%
100-16-400004	*	66.67	0.00	800.00	507.72	36.54%
100-16-400048	•	854.17	0.00	10,250.00	6.458.54	36.99%
100-17-400012	•	1,691.67	0.00	20,300.00	0.00	100.00%
100-18-400022		83.33	0.00	1,000.00	0.00	100.00%
100-99-400001	Health Care Coverage	774.67	0.00	9,296.00	5,208.63	43.97%
100-99-400002	~	639.75	0.00	7.677.00	4,337.50	43.50%
	Workers Compensation	3.00	0.00	36.00	0.00	100.00%
100-99-400004	•	154.83	0.00	1,858.00	972.82	47.64%
100-99-400019	•	1,982.75	0.00	23,793.00	13,445.50	43.49%
100-99-400081	·	93.75	0.00	1,125.00	·	
	Life/LTD Insurance	4.17	0.00	50.00	0.00	100.00%
	ervices Expenditures		0.00		14.35	71.30%
Total Fersonal S	ervices Expenditures	112,599.17	0.00	1,351,190.00	649,707.31	51.92%
Materials & Servi	ces Expenditures					
100-00-400204	DEQ Smoke Management Grant Ex	0.00	0.00	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%
	Transient Income Projects	2,500.00	5,920.96	30,000.00	15,136.53	49.54%
	ARPA Expenses	0.00	5,755.05	214,500.00	121,337.34	43.43%
100-11-400101	Materials/Supplies	1,250.00	1,980.38	15,000.00	12,234.17	18.44%
100-11-400104		0.00	266.67	0.00	5,198.00	0.00%
100-11-400105	Banking/Financial Fees	166.67	0.00	2,000.00	5.14	99.74%
	Office Expenses/Equipment	0.00	952.54	0.00	1,550.94	0.00%
100-11-400107	Utilities	1,000.00	106.20	12,000.00	4,521.58	62.32%
100-11-400108	Insurance	12,500.00	0.00	150,000.00	126,443.68	15.70%
100-11-400110	Utilities	0.00	0.00	0.00	106.20	0.00%
100-11-400114		66.67	0.00	800.00	437.00	45.38%
100-11-400115	Internet	0.00	169.95	0.00	847.20	0.00%
100-11-400117	Membership/Dues/Subscriptions	916.67	1,001.32	11,000.00	9,319.63	
100-11-400117	Travel/Training	166.67	138.73	2,000.00	262.48	15.28% 86.88%
100-11-400120	Travel/Training City Council	83.33	0.00	1,000.00	40.00	
100-11-400122	Professional Services Non Legal	1,000.00	0.00			96.00%
				12,000.00	2,901.42	75.82%
	Accounting/Audit Services	2,916.67	0.00	35,000.00	0.00	100.00%
100-11-400133	Professional Services/Legal Fees	1,750.00	385.00	21,000.00	3,503.90	83.31%
	Awards/Recognitions	20.83	270.00	250.00	1,325.00	(430.00%)
	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%
100-11-400156	Computer Equip/Supplies/Support	833.33	532.98	10,000.00	4,893.76	51.06%

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# City of Oakridge Statement of Revenue and Expenditures

count Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
100-11-400158 Misc.E	kpense/New Equipment	625.00	0.00	7,500.00	2,445.56	67.39%
	laintenance	416.67	213.09	5,000.00	2,134.19	57.32%
-	unity Projects	0.00	0.00	0.00	10,000.00	0.00%
100-11-400242 Specia		1,000.00	3,000.00	12,000.00	9,000.00	25.00%
100-11-401052 Radios	*	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%
	g Services	125.00	0.00	1,500.00	288.00	80.80%
100-12-400140 Admini	•	2,739.83	0.00	32,878.00	0.00	100.00%
	ter Support IT	0.00	0.00	0.00	74.99	0.00%
•	e Officers	250.00	0.00	3,000.00	67.70	97.74%
100-13-400078 ARPA		0.00	0.00	0.00	15,594.58	0.00%
	als/Supplies	833.33	418.72	10,000.00	4,439.56	55.60%
100-13-400104 Teleph		0.00	261.07	0.00	4,894.92	0.00%
100-13-400107 Utilities		500.00	0.00	6,000,00	990.75	83.49%
	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%
100-13-400110 Cadel/	•	583.33	0.00	7,000.00	400.00	94.29%
100-13-400120 Havely	•	333.33	0.00	4,000.00	3,051.11	23.72%
	sional Services/Legal Fees	0.00	105.00	0.00	717.50	0.00%
100-13-400137 Dispate		6,283.00	0.00	75,396.00	34,713.32	53.96%
100-13-400140 Admini		6,566.67	0.00	78,800.00	0.00	100,00%
100-13-400145 Uniforr		83.33	0.00	1,000.00	0.00	100,00%
		787.50	0.00	9,450.00	939,45	90.06%
*** ** *** *** ***	n Allowance	0.00	812.98	0.00	3,029.98	0.00%
·	iter Equip/Supplies/Support	125.00	0.00	1,500.00	1,663.33	(10.89%
	nent Maintenance/Repairs	291.67	445.00	3,500.00	570.00	83.71%
100-13-400162 Radio	·		0.00	0.00	366.20	0.00%
	Maintenance	0.00		6,000.00	1,980.34	66.99%
100-13-400168 Vehicle		500.00	0.00	6,000.00	353.90	94.10%
100-13-400169 Vehicle	Repairs	500.00	0.00	•		
100-13-400172 Fuel		3,000.00	672.92	36,000.00	11,701.28 1.870.00	67.50%
	quipment (less than \$5,000)	750.00	0.00	9,000.00		79.22%
100-13-400216 Anima		33.33	0.00	400.00	0.00	100.00%
100-13-400217 Crime		33.33	0.00	400.00	0.00	100.009
100-13-400218 Fall Fu	•	208.33	0.00	2,500.00	213.70	91.45%
100-13-400305 Public	*	416.67	955.00	5,000.00	1,339.30	73.219
100-13-401052 Radios	Debt Service	516.67	0.00	6,200.00	10,184.09	(64.26%
100-13-401200 Photo	Supplies	75.00	0.00	900.00	0.00	100.00%
100-13-401201 Ammu	nition	408.33	0.00	4,900.00	0.00	100.00%
100-13-401202 Investi	gations	166.67	0.00	2,000.00	119.88	94.019
100-13-401203 Comp	uter Support	416.67	0.00	5,000.00	0.00	100.009
100-13-401204 Jail Ex	pense	166.67	0.00	2,000.00	0.00	100.00%
100-13-401205 Dead	Mtn. Tower Lease	54.17	0.00	650.00	0.00	100.00%
100-13-401206 PPE S	Supplies	0.00	75.00	0.00	75.00	0.009
100-16-400101 Materi	als/Supplies	100.00	0.00	1,200.00	1,884.08	(57.01%
100-16-400104 Teleph	none	25.00	0.00	300.00	168.00	44.009
100-16-400107 Utilitie	s	141.67	0.00	1,700.00	0.00	100.009
100-16-400120 Travel	/Training	41.67	0.00	500.00	500.00	0.009
100-16-400140 Admir	-	416.67	0.00	5,000.00	0.00	100.009
	uter Equip/Supplies/Support	166.67	102.00	2,000.00	2,404.03	(20.20%

### City of Oakridge Statement of Revenue and Expenditures

	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	Budget %
100-16-400158 Misc.Expense/New Equipment	75.00	0.00	900.00	596.05	33.77%
100-16-400224 Summer Reading Program	83.33	0.00	1,000.00	1,231.09	(23.11%)
100-16-400226 SRP-Cards 4 Kids	25.00	0.00	300.00	500.00	(66.67%)
100-16-400243 Acqusitions and Books	125.00	0.00	1,500.00	1,746,14	(16.41%)
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	412.66	8,500.00	5,158.55	39.31%
100-17-400104 Telephone	0.00	0.00	0.00	74.19	0.00%
100-17-400107 Utilities	0.00	0.00	0.00	2,164.11	0.00%
100-17-400110 Utilities	916.67	513.00	11,000.00	3,463.38	68.51%
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	738.99	0.00%
100-18-400107 Utilities	0.00	0.00	0.00	1,969.82	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	5,086.26	20,900.00	13,563.36	35.10%
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	200.00	2,000.00	7,200.00	(260.00%)
Total Materials & Services Expenditures	187,198.08	30,752.48	2,460,877.00	568,175.47	76.91%
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	182,500.00	10,400.78	94.30%
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%
Special Payments Expenditures					
100-17-400127 Park Rental Refunds	0.00	0.00	0.00	500.00	0.00%
Total Special Payments Expenditures	0.00	0.00	0.00	500.00	0.00%
Total GENERAL FUND Expenditures	\$ 353,858.58 \$	30,752.48 \$	4,575,303.01 \$	1,229,521.21	73.13%

### City of Oakridge Statement of Revenue and Expenditures

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	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	Budget %
GENERAL FUND Excess of Revenues Over Expenditure \$	(118,097.25) \$	89,658.43 \$	(1,372,167.00) \$	741,636.62	154.05%

#### City of Oakridge Statement of Revenue and Expenditures

	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	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	149,979.88	37.51%
230-00-504300 Fuel Dealer's License Fee	6,666.67	1,991.94	80,000.00	49,890.93	37.64%
Total Licenses, Permits, Misc. Taxes Revenues	26,666.67	1,991.94	320,000.00	199,870.81	37.54%
Intergovernmental Revenues Revenues					
230-00-520600 Greenwaters/Rest Area	375.00	240.00	4,500.00	8,150.00	(81.11%)
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	240.00	254,500.00	8,150.00	96.80%
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 \$	2,231.94 \$	696,870.00 \$	218,020.81	68.71%
Expenditures					
Personal Services Expenditures					
230-00-400001 Health Care Coverage	\$ 1,441.67 \$	0.00 \$	17,300.00 \$	8,838.41	48.91%
230-00-400002 PERS	1,583.33	0.00	19,000.00	11,441.50	39.78%
230-00-400003 Workers Compensation	325.00	0.00	3,900.00	180.59	95.37%
230-00-400004 Payroll Taxes	375.00	0.00	4,500.00	2,398.43	46.70%
230-00-400005 Overtime	333.33	0.00	4,000.00	1,978.11	50.55%
230-00-400006 Standby	133.33	0.00	1,600.00	1,310.66	18.08%
230-00-400041 Utility Worker 2	583.33	0.00	7,000.00	4,074.40	41.79%
230-00-400043 Public Works Crew Leader	0.00	0.00	0.00	10,639.87	0.00%
230-00-400045 Utility Worker I	1,302.33	0.00	15,628.00	9,248.68	40.82%
230-00-400047 Utility Worker 1B	0.00	0.00	0.00	4,314.77	0.00%
230-00-400068 Floating Holiday 1	0.00	0.00	0.00	54.35	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	16.59	66.82%

### City of Oakridge Statement of Revenue and Expenditures

	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	Budget %
Total Personal Services Expenditures	6,269.00	0.00	75,228.00	54,496.36	27.56%
Materials & Services Expenditures					
230-00-400101 Materials/Supplies	2,083.33	1,687.18	25,000.00	8,467.98	66.13%
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	1,293.77	(17.62%)
230-00-400107 Utilities	0.00	44.40	0.00	1,897.75	0.00%
230-00-400110 Utilities	583.33	0.00	7,000.00	3,128.32	55.31%
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	0.00	15,000.00	5,561.38	62.92%
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	43.14	20,000.00	6,264.80	68.68%
230-00-400170 Vehicle Lease	208.33	295.00	2,500.00	1,770.00	29.20%
230-00-400172 Fuel	1,333.33	267.71	16,000.00	6,418.60	59.88%
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	242.30	9,000.00	7,050.57	21.66%
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	0.00	63,000.00	27,507.22	56.34%
Total Materials & Services Expenditures	20,050.00	2,579.73	262,600.00	99,755.31	62.01%
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 \$	2,579.73 \$	670,496.00 \$	154,251.67	76.99%
STREET FUND Excess of Revenues Over Expenditures	\$ 4,031.17 \$	(347.79) \$	26,374.00 \$	63,769.14	(141.79%)

#### City of Oakridge Statement of Revenue and Expenditures

### Revised Budget For EMERGENCY SERVICES FUND (232) For the Fiscal Period 2023-8 Ending February 28, 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	Ψ	8,333.33	0.00	100,000.00	0.00	100.00%
rotal beginning Fullu balances Revenues		0,333.33	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	32,615.00	50.00%
232-00-502810 Fire Contracts - Westfir		1,400.00	0.00	16,800.00	8,797.75	47.63%
232-00-502815 Hazeldeli - 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	41,412.75	57.54%
Miscellaneous Revenues						
232-00-599900 Miscellaneous Income		166.67	1,183.00	2,000,00	3,688.00	(84.40%)
Total Miscellaneous Revenues		166.67	1,183.00	2,000.00	3,688.00	(84.40%)
Charges for Services Revenues						
232-00-502700 Fire Med		1,666.67	0.00	20,000.00	12,785.00	36.08%
232-00-540200 Service Charge		33,333.33	989.63	400,000.00	3,724.29	99.07%
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	989.63	470,000.00	17,641.29	96.25%
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 \$	2,172.63 \$	1,135,266.00 \$	62,742.04	94.47%
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	Ψ	8,375,00	0.00	100,500.00	43,153,32	57.06%
232-00-400002 PERS		13,241.67	0.00	158,900.00	83,344.59	47.55%
232-00-400003 Workers Compensation		1,250.00	0.00	15,000.00	1,152.36	92.32%
232-00-400004 Payroll Taxes		3,166.67	0.00	38,000.00	21,592.77	43.18%
232-00-400005 Overtime		5.833.33	0.00	70,000.00	87,453.56	(24.93%)
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	49,614.54	43.68%
232-00-400051 Volunteers		3,916.67	2,106.81	47,000.00	10,857.82	76.90%
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	100.00%
232-00-400071 Captain-Training Officer		5,958.33	0.00	89,891.00	50,521.65	43.80%
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	47,361.16	33.53%
		•		9,000.00	0.00	100.00%
232-00-400081 VEBA Contributions		750.00	0.00	3,000.00	0.00	100.0070
232-00-400081 VEBA Contributions 232-00-400082 Life/LTD Insurance		25.00	0.00	300.00	129.64	56.79%

### City of Oakridge Statement of Revenue and Expenditures

# Revised Budget For EMERGENCY SERVICES FUND (232) For the Fiscal Period 2023-8 Ending February 28, 2023

and North an	Current Budget	Current Actual	Annual Budget	YTD Actual	Remainin Budget
count Number				475,916.01	39.00%
Total Personal Services Expenditures	60,562.17	2,106.81	780,137.00	475,910.01	39,007
Materials & Services Expenditures					
232-00-400101 Materials/Supplies	750.00	78.35	9,000.00	186.92	97.92
232-00-400103 Seasonal/Temp Workers	10,000.00	3,755.51	120,000.00	115,681.17	3.60
232-00-400104 Telephone	0.00	0.00	0.00	1,309.23	0.00
232-00-400110 Utilities	1,250.00	50.00	15,000.00	9,288.59	38.08
232-00-400111 EMS Supplies	2,000.00	979.92	24,000.00	18,201.54	24.16
232-00-400113 Fire Fighting Supplies	333.33	0.00	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	7,500.00	4,037.47	46.17
232-00-400130 Professional Services Misc.	687.50	0.00	17,250.00	5,283.66	69.37
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	48.00	96.80
232-00-400147 Small Equipment Maint & Minor Rep	125.00	0.00	1,500.00	1,521.67	(1.44
232-00-400151 Health & Wellness	83.33	0.00	1,000.00	1,589.00	(58.90
232-00-400153 Protective Clothing	83.33	0.00	1,000.00	608.16	39.1
232-00-400155 Pagers Repair/Replace	108.33	0.00	1,300.00	0.00	100.0
232-00-400156 Computer Equip/Supplies/Support	0.00	0.00	0.00	1,694.98	0.0
232-00-400160 Equipment Maintenance/Repairs	0.00	0.00	0.00	141.66	0.0
232-00-400161 Vehical Maint & Minor Repairs	1,208.33	0.00	14,500.00	5,858.22	59.6
232-00-400162 Radio Maintenance/Repairs	83.33	25.00	1,000.00	373.90	62.6
232-00-400163 Building/Grounds Maintenance	858.33	0.00	10,300.00	3,776.55	63.3
232-00-400166 Bldg. Maintenance	83,33	0.00	1,000.00	231.15	76.8
232-00-400172 Fuel	2,583.33	0.00	31,000.00	9,942.94	67.9
232-00-400232 Fire Med Promotion	62.50	0.00	750.00	509.00	32.1
232-00-400252 Billing Charge	1,350.00	0.00	16,200.00	4,607.82	71.5
232-00-400255 GEMT Expenditures	0.00	0.00	0.00	18,888.60	0.0
232-00-400262 Volunteers	25.00	0.00	300.00	0.00	100.0
232-00-401052 Radios Debt Service	0.00	0.00	0.00	2,324.47	0.0
232-00-401205 Dead Mtn. Tower Lease	0.00	0.00	0.00	2,873.02	0.0
232-00-499900 Miscellaneous Expense	0.00	0.00	0.00	1,324.92	0.0
Total Materials & Services Expenditures	33,716.67	4,888.78	416,100.00	234,952.49	43.5
Capital Outlay Expenditures					
232-00-400207 HMA FEMA Generators Grant	0.00	23,625.00	0.00	33,606.00	0.0
Total Capital Outlay Expenditures	0.00	23,625.00	0.00	33,606.00	0.0
Contingency/Uapp Ending Fund Balance Expendit					
232-00-401026 Contingency	8,333.33	0.00	100,000.00	0.00	100.0
Total Contingency/Uapp Ending Fund Balance Ex	8,333.33	0.00	100,000.00	0.00	100.0
tal EMERGENCY SERVICES FUND Expenditures \$	102,612.17 \$	30,620.59 \$	1,296,237.00 \$	744,474.50	42.5
MERGENCY SERVICES FUND Excess of Revenues Ov \$	(8,006.67) \$	(28,447.96) \$	(160,971.00) \$	(681,732.46)	(323.5 <sup>-</sup>

### City of Oakridge Statement of Revenue and Expenditures

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#### Revised Budget

For Water Fund - Capital Reserve Fund (245)
For the Fiscal Period 2023-8 Ending February 28, 2023

		Currer	it	Curren	it	Annua	d	YTD	Remaining
Account Number		Budge	et	Actual		Budget		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									
	\$	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%

#### City of Oakridge

#### Statement of Revenue and Expenditures

Revised Budget
For WATER BOND RESERVE FUND (321)
For the Fiscal Period 2023-8 Ending February 28, 2023

		Current	t	Curren	t	Annua		YTD	Remaining	
Account Number		Budget	t	Actual		Budget		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%	

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### City of Oakridge Statement of Revenue and Expenditures

# Revised Budget For INDUSTRIAL PARK FUND (390) For the Fiscal Period 2023-8 Ending February 28, 2023

		Current	Current	Annual	YTD	Remainin
Account Number		Budget	Actual	Budget	Actual	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		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	6,566.09	77,000.00	59,304.97	22.98%
Total Rentals and Leases Revenues	-	6,416.67	6,566.09	77,000.00	59,304.97	22.98%
Other Financing Sources (uses) Revenues						
390-00-500900 Sale of Property		0.00	125.00	0.00	1,000.00	0.00%
Total Other Financing Sources (uses) Revenues		0.00	125.00	0.00	1,000.00	0.00%
Total INDUSTRIAL PARK FUND Revenues	\$	32,880.00 \$	6,691.09 \$	394,560.00 \$	60,304.97	84.72%
Expenditures						
Personal Services Expenditures						
390-00-400001 Health Care Coverage	\$	237.50 \$	0.00 \$	2,850.00 \$	1,450.68	49.10%
390-00-400002 PERS		266.67	0.00	3,200.00	1,950.99	39.03%
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	405.98	44.00%
390-00-400005 Overtime		70.83	0.00	850.00	420.95	50.48%
390-00-400006 Standby		25.00	0.00	300.00	208.25	30.58%
390-00-400041 Utility Worker 2		241.67	0.00	2,900.00	1,298.03	55.24%
390-00-400043 Public Works Crew Leader		183.33	0.00	2,200.00	1,295.32	41.12%
390-00-400045 Utility Worker IA		229.17	0.00	2,750.00	1,703.72	38.05%
390-00-400047 Utility Worker 1B		191.67	0.00	2,300.00	403.52	82.46%
390-00-400068 Floating Holiday 1		0.00	0.00	0.00	17.31	0.00%
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	3.64	0.00%
Total Personal Services Expenditures		1,600.00	0.00	19,200.00	9,158.39	52.30%
Materials & Services Expenditures						
390-00-400101 Materials/Supplies		458.33	0.00	5,500.00	2,254.47	59.01%
390-00-400110 Utilities		833.33	32.75	10,000.00	5,855.48	41.45%
390-00-400116 Marketing-City		250.00	0.00	3,000.00	0.00	100.00%
390-00-400117 Membership/Dues/Subscriptions		50.00	0.00	600.00	0.00	100.00%
390-00-400130 Professional Services Misc.		1,250.00	0.00	15,000.00	9,246.50	38.36%
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	68.00	0.00	170.99	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	120.00	700.00	120.00	82.86%

### City of Oakridge Statement of Revenue and Expenditures

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# Revised Budget For INDUSTRIAL PARK FUND (390) For the Fiscal Period 2023-8 Ending February 28, 2023

Account Number	Current Budget	0	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Materials & Services Expenditures	6,775.00		220.75	81,300.00	28,097.30	65.44%
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	9,718.50	93.54%
Total Contingency/Uapp Ending Fund Balance Ex	12,536.33		0.00	150,436.00	9,718.50	93.54%
Total INDUSTRIAL PARK FUND Expenditures	\$ 21,161.33	\$	220.75	\$ 253,936.00	\$ 47,611.59	81.25%
INDUSTRIAL PARK FUND Excess of Revenues Over Ex	\$ 11,718.67	\$	6,470.34	\$ 140,624.00	\$ 12,693.38	90.97%

#### City of Oakridge Statement of Revenue and Expenditures

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining 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	450.00	0.00	3,600.00	0.00%
Total Rentals and Leases Revenues	0.00	450.00	0.00	3,600.00	0.00%
Miscellaneous Revenues					
620-00-599900 Miscellaneous Income	208.33	70.00	2,500.00	1,297.25	48.11%
Total Miscellaneous Revenues	208.33	70.00	2,500.00	1,297.25	48.11%
Charges for Services Revenues					
620-00-540000 Water Service	92,418.00	82,922.43	1,109,016.00	816,471.77	26.38%
620-00-540100 Connection Charge	250.00	500.00	3,000.00	2,761.31	7.96%
620-00-540200 Service Charge	16.67	75.00	200.00	650.00	(225.00%)
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	83,497.43	1,131,216.00	819,883.08	27.52%
Total WATER FUND Revenues	\$ 151,143.00 \$	84,017.43 \$	1,813,716.00 \$	824,780.33	54.53%
Expenditures					
Personal Services Expenditures					
620-00-400001 Health Care Coverage	\$ 3,416.67 \$	0.00 \$	41,000.00 \$	20,907.25	49.01%
620-00-400002 PERS	3,500.00	0.00	42,000.00	24,996.47	40.48%
620-00-400003 Workers Compensation	366.67	0.00	4,400.00	440.60	89.99%
620-00-400004 Payroll Taxes	708.33	0.00	8,500.00	5,187.47	38.97%
620-00-400005 Overtime	833.33	0.00	10,000.00	4,454.24	55.46%
620-00-400006 Standby	333.33	0.00	4,000.00	2,099.62	47.51%
620-00-400041 Utility Worker 2	2,083.33	0.00	25,000.00	12,495.71	50.02%
620-00-400043 Public Works Crew Leader	2,600.00	0.00	31,200.00	16,184.18	48.13%
620-00-400045 Utility Worker I	2,033.33	0.00	24,400.00	12,413.45	49.13%
620-00-400047 Utility Worker 1B	1,920.83	0.00	23,050.00	11,070.81	51.97%
620-00-400068 Floating Holiday 1	0.00	0.00	0.00	193.83	0.00%
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	38.64	63.20%
Total Personal Services Expenditures	18,179.58	0.00	218,155.00	110,482.27	49.36%
Materials & Services Expenditures					
620-00-400101 Materials/Supplies	3,250.00	212.05	39,000.00	12,204.35	68.71%
620-00-400103 Seasonal/Temp Workers	2,083.33	389.74	25,000.00	8,482.73	66.07%
620-00-400104 Telephone	0.00	0.00	0.00	1,533.43	0.00%

#### City of Oakridge Statement of Revenue and Expenditures

		Current	Current	Annual	YTD	Remaining
count Number		Budget	Actual	Budget	Actual	Budget %
620-00-400106	Office Expenses	83.33	0.00	1,000.00	5.49	99.45%
620-00-400107	Utilities	6,250.00	44.40	75,000.00	35,319.17	52.91%
620-00-400120	Travel/Training	208.33	0.00	2,500.00	944.48	62.22%
620-00-400130	Professional Services Misc.	1,666.67	462.79	20,000.00	13,526.93	32.37%
620-00-400133	Professional Services/Legal Fees	416.67	0.00	5,000.00	0.00	100.00%
620-00-400137	Dispatch Services LCSO	266.67	0.00	3,200.00	2,333.42	27.08%
620-00-400140	Administrative Overhead	12,617.83	0.00	151,414.00	0.00	100.009
620-00-400146	Uniform Allowance	166.67	109.80	2,000.00	596.16	70.199
620-00-400156	Computer Equip/Supplies/Support	166.67	0.00	2,000.00	1,242.69	37.879
620-00-400160	Equipment Maintenance/Repairs	2,083.33	43.15	25,000.00	8,914.97	64.349
620-00-400170	Vehicle Lease	208.33	295.00	2,500.00	1,770.00	29.209
620-00-400172	Fuel	2,166.67	267.71	26,000.00	7,803.98	69.989
620-00-400173	New Equipment (less than \$5,000)	833.33	0.00	10,000.00	344.33	96.569
620-00-400177	Building Maintenance(non-capital)	416.67	0.00	5,000.00	0.00	100.009
	Meter Replacement	1,250.00	0.00	15,000.00	0.00	100.009
620-00-499900	Miscellaneous Expense	83.33	0.00	1,000.00	2,635.00	(163.50%
Total Materials &	Services Expenditures	34,217.83	1,824.64	410,614.00	97,657.13	76.22
Capital Outlay Exp 620-00-400411		0.00	0.00	0.00	2,245.00	0.00
Total Capital Outle	- 12-	0.00	0.00	0.00	2,245.00	0.00
	Transfer to Wate Fund Reserve	2,083.33 <b>2,083,33</b>	0.00	25,000.00 <b>25,000.00</b>	0.00	100.009
Total Fund Transf	ers Expenditures	2,083.33	0.00	25,000.00	0.00	100.00
Debt Service Expe	enditures					
620-00-401030	Debt Service - Interest Loan S05002	1,779.17	0.00	21,350.00	19,287.19	9.66
620-00-401031	Debt Service - Principal Loan S0500	8,500.00	0.00	102,000.00	103,009.95	(0.99
620-00-401032	Bond Payment - Interest	858.33	0.00	10,300.00	0.00	100.00
620-00-401034	Bond Payment - Principal	625.00	0.00	7,500.00	0.00	100.00
620-00-401039	Water Loan - Tank 7 Principal Loan	3,500.00	0.00	42,000.00	66,009.21	(57.16
620-00-401041	Water Loan - Tank 7 Interest Loan S	0.00	0.00	0.00	21,208.16	0.00
620-00-401043	Debt Service - V19009 - Interest	0.00	0.00	0.00	128.65	0.00
	Debt Service - V19009 - Principal	0.00	0.00	0.00	1,264.05	0.00
Total Debt Service		15,262.50	0.00	183,150.00	210,907.21	(15.16
Cantinganov/Hon	p Ending Fund Balance Expendit					
		13,893.25	0.00	166,719.00	2,031.00	98.78
620-00-401026		15,512.50	0.00	186,150.00	0.00	100.00
	Reserved for Future Expenditure  y/Uapp Ending Fund Balance Ex	29,405.75	0.00	352,869.00	2,031.00	99.42
otal WATER FUND E	Expenditures	99,149.00 \$	1,824.64 \$	1,189,788.00 \$	423,322.61	64.42
		\$ 51,994.00 \$	82,192.79 \$			

#### City of Oakridge Statement of Revenue and Expenditures

#### Revised Budget For WASTEWATER FUND (622)

For the Fiscal Period 2023-8 Ending February 28, 2023

		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget %
Revenues						
Beginning Fund Balances Revenues						
622-00-500001 Beginning 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 Revenues						
622-00-599900 Miscellaneous Income		208,33	25.00	2,500,00	667.50	73.30%
Total Miscellaneous Revenues		208.33	25.00	2,500.00	667.50	73.30%
Charges for Services Revenues						
622-00-540100 Connection Charge		116.67	400.00	1,400.00	1,600.00	(14.29%)
622-00-540300 Sewer Service		63,651.67	62,282.69	763,820.00	503,221.70	34.12%
622-00-599905 Public Works Personnel Allocations		1,222,25	0.00	14,667.00	0.00	100.00%
Total Charges for Services Revenues		64,990.58	62,682.69	779,887.00	504,821.70	35.27%
Total WASTEWATER FUND Revenues	\$	99,032.25 \$	62,707.69 \$	1,188,387.00 \$	505,489.20	57.46%
Expenditures						
Personal Services Expenditures						
622-00-400001 Health Care Coverage	\$	5,750.00 \$	0.00 \$	69,000.00 \$	27,614.94	59.98%
622-00-400002 PERS	Ψ	4,750.00	0.00	57,000.00	29,786.18	47.74%
622-00-400003 Workers Compensation		366.67	0.00	4,400.00	130.95	97.02%
622-00-400004 Payroll Taxes		1,041.67	0.00	12,500,00	6,381.69	48.95%
622-00-400005 Overtime		833.33	0.00	10,000.00	7,185.29	28.15%
622-00-400006 Standby		583.33	0.00	7,000,00	3,904.17	44.23%
622-00-400041 Utility Worker 2		2,308.33	0.00	27,700.00	13,891.03	49.85%
622-00-400042 Utility Worker 3		2,833.33	0.00	34,000.00	16,610.07	51.15%
622-00-400043 Public Works Crew Leader		2,145.83	0.00	25,750.00	13,393.86	47.99%
622-00-400045 Utility Worker I		716.67	0.00	8,600.00	18,329.76	(113.14%)
622-00-400047 Utility Worker 1B		1,993.50	0.00	23,922.00	11,496.63	51.94%
622-00-400068 Floating Holiday 1		0.00	0.00	0.00	215.47	0.00%
622-00-400081 VEBA Contributions		468.75	0.00	5,625.00	0.00	100.00%
622-00-400082 Life/LTD Insurance		27.08	0.00	325.00	145.02	55.38%
622-00-401057 TMDL Stormwater Research		0.00	0.00	0.00	1,485.00	0.00%
Total Personal Services Expenditures		23,818.50	0.00	285,822.00	150,570.06	47.32%
Materials & Services Expenditures						
622-00-400101 Materials/Supplies		2,500.00	167.66	30,000.00	8,461.18	71.80%
622-00-400103 Seasonal/Temp Workers		1,666.67	389.74	20,000.00	8,482.72	57.59%
622-00-400104 Telephone		0.00	0.00	0.00	6,030.84	0.00%
622-00-400106 Office Expenses		166.67	0.00	2,000.00	5.49	99.73%
622-00-400107 Utilities		4,166.67	150.60	50,000.00	18,231.44	63.54%
622-00-400120 Travel/Training		333.33	0.00	4,000.00	1,326.92	66.83%
622-00-400130 Professional Services Misc.		1,750.00	0.00	21,000.00	10,426.79	50.35%
622-00-400137 Dispatch Services LCSO		258.33	0.00	3,100.00	2,333.40	24.73%
622-00-400140 Administrative Overhead		8,163.17	0.00	97,958.00	0.00	100.00%
622-00-400146 Uniform Allowance		125.00	109.80	1,500.00	1,175.68	21.62%

#### City of Oakridge Statement of Revenue and Expenditures

		Current	Curren	. Annual	YTD	Remaining
Account Number		Budget	Actua	l Budget	Actual	Budget %
622-00-400156	Computer Equip/Supplies/Support	233.33	0.00	2,800.00	177.54	93.66%
622-00-400160	Equipment Maintenance/Repairs	1,416.67	1,698.46	17,000.00	10,224.01	39.86%
622-00-400170	Vehicle Lease	208.33	295.00	2,500.00	1,770.00	29.20%
622-00-400172	Fuel	1,666.67	267.71	20,000.00	7,803.99	60.98%
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	0.00	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 & S	Services Expenditures	24,454.83	3,078.97	293,458.00	85,771.77	70.77%
Capital Outlay Exp	penditures					
622-00-400300	New Equipment - Capital	0.00	0.00	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%
622-00-400903	Collection System	0.00	0.00	0.00	(683.83)	0.00%
622-00-400905	Inflow and Infiltration	8,333.33	0.00	100,000.00	12,145.00	87.85%
Total Capital Outla	ay Expenditures	8,750.00	0.00	105,000.00	56,166.92	46.51%
Debt Service Expe	enditures					
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 Expendit					
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	\$ 3,078.97	\$ 1,106,237.00	\$ 292,508.75	73.56%
WASTEWATER FIIND	Excess of Revenues Over Expend	\$ 6.845.83	\$ 59,628.72	\$ 82,150.00	\$ 212,980.45	(159.26%

#### City of Oakridge Statement of Revenue and Expenditures

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# Revised Budget For STORMWATER FUND (696) For the Fiscal Period 2023-8 Ending February 28, 2023

		Current	Curren	ıt	Annual	YTD	Remaining
Account Number		Budget	jet Actua		Budget	t 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	3,893.31		48,648.00	29,806.34	38.73%
Total Charges for Services Revenues		4,054.00	3,893.31		48,648.00	29,806.34	38.73%
Total STORMWATER FUND Revenues	\$	9,337.00 \$	3,893.31	\$	112,044.00 \$	29,806.34	73.40%
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 Expend	1\$	3.529.17 \$	3,893,31	\$	42,350.00 \$	29,362.01	30.67%

### City of Oakridge Statement of Revenue and Expenditures

Revised Budget

For the Fiscal Period 2023-8 Ending February 28, 2023

	Current	Current	Annual	YTD	Remaining
Account Number	Budget	Actual	Budget	Actual	Budget %
Total Revenues	\$ 697,475.17 \$	282,125.00 \$	8,743,702.00 \$	3,672,301 <b>.</b> 52	58.00%
Total Expenditures	\$ 735,403.33 \$	69,077.16 \$	9,240,731.00 \$	2,892,134.66	68.70%
Total Excess of Revenues Over Expenditures	\$ (37,928.17) \$	213,047.84 \$	(497,029.00) \$	780,166.86	256.97%

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# OAKRIDGE REPORT

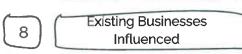
# **JAN-FEB**















# **NEW YEAR NEWS 2023**

Entrepreneurship in Oakridge is coming together!

January and February have been a great two months of collaboration with key stakeholders and business owners in Oakridge. Matt and Barbara from SO Metal joined my EUGLaunchpad accelerator through Onward Eugene and are expanding their knowledge of their customers and potential new markets. They celebrated a soft opening on Friday, February 17th at the Oakridge Industrial Park and a new art installation going to Arizona. Along with SO METAL, two other Oakridge Businesses also joined the accelerator.

Through the Oakridge-Westfir Chamber of Commerce, we successfully ran a survey to capture the community's business needs. This is going to translate into a social media marketing workshop in March.

Our monthly coffee meetups have been well attended and there is always time to mentor entrepreneurs, 1 to 1. I have several meetings per week either with Oakridge business owners, stakeholders, or future entrepreneurs.

With the help of a number of Oakridge residents, we are finally getting a solid and up to date mailing list for the city.

#### **NEW EVENTS ON THE HORIZON**

- MARCH 21: BUSINESS 101 YOUR BUSINESS PLAN TO SOCIAL MEDIA MARKETING
- TBD: GRAB YOUR GOOGLE ACCOUNT
- MONTHLY: STARTUP COFFEE MEETUPS AT MANE STREET COFFEE
- MONTHLY: MEETINGS WITH THE CC AND CHAMBER PARTNERS

## **Business of the City Council**

City of Oakridge, Oregon March 2, 2023

**Agenda Title:** OEDAC Resolution 03-2023

(1st Reading)

**Proposed Council Action:** A motion from

the floor to approve

Agenda Item No: 13.1

**Exhibits:** 

Resolution 03-2023 (2 versions)

Resolution 16-2020 and ODEAC Operating

Guidelines

**Author: CA and Admin Committee** 

#### **ISSUE:**

In December 2022, Council requested that the Admin Committee review the Oakridge Economic Development Advisory Committee's ("OEDAC") Operating Guidelines and Resolution 16-2020 (the existing OEDAC Resolution).

The Admin Committee met on 2/9/23 and 2/16/23 and determined that the Operating Guidelines, which were developed in 2019 but were never adopted by the OEDAC, were unnecessary and also conflicted with some of the provisions in the OEDAC Resolution 16-2020. It was decided that the more efficient course of action would be to simply create a *new* OEDAC Resolution, which would include some of the language from the draft Operating Guidelines not already in Resolution 16-2020, and therefore there would be no need for the Operating Guidelines after the new OEDAC Resolution is adopted.

2 versions of the proposed new OEDAC Resolution (#03-2023) have been drafted for Council's consideration for adoption. The only difference between the two is in Section 1: In Version 1, all committee members must reside within Oakridge city limits. In Version 2, up to 2 committee members may reside outside city limits, but must live within the 97463 or 97492 zip codes.

City staff (not the Admin Committee, as they did not take a position on the residency requirement issue) recommends adopting **Version 2** to be more inclusive of citizens who live outside city limits but are still part of our business community and our community as a whole.

FISCAL IMPACT: None

**OPTIONS:** 1. Approve version 1 *or* 2 of the revised OEDAC Resolution 03-2023 (1st Reading)

2. Send it back to the Admin Committee for further evaluation

**RECOMMENDATION:** Approve Version 2

**RECOMMENDED MOTION**: "I move to approve and adopt Version \_\_\_\_ (1 or 2) of the revised OEDAC Resolution 03-2023."

## STRATEGIC THEMES/GOALS INVOLVED:

Theme 3 (Strong Economy), Goal #1: Improve the City's economy by focusing on increasing living-wage jobs, training, and education opportunities for Oakridge residents.

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

## **Business of the City Council**

City of Oakridge, Oregon March 2, 2023

Agenda Title: OEDAC Resolution 03-2023

(1st Reading)

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City staff (not the Admin Committee, as they did not take a position on the residency requirement issue) recommends adopting **Version 2** to be more inclusive of citizens who live outside city limits but are still part of our business community and our community as a whole.

FISCAL IMPACT: None

**OPTIONS:** 1. Approve version 1 *or* 2 of the revised OEDAC Resolution 03-2023 (1st Reading)

2. Send it back to the Admin Committee for further evaluation

**RECOMMENDATION:** Approve Version 2

**RECOMMENDED MOTION**: "I move to approve and adopt Version\_\_\_\_\_ (1 or 2) of the revised OEDAC Resolution 03-2023."

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Theme 3 (Strong Economy), Goal #1: Improve the City's economy by focusing on increasing living-wage jobs, training, and education opportunities for Oakridge residents.

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Theme 3 (Strong Economy), Goal #3: Improve the city's economy by creating an atmosphere open to business. Theme 4 (Community Livability), Goal #1: Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.

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

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

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

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

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

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

Seats 1 & 2: 01/2018, 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039 Seats 3 & 4: 01/2019, 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040 Seats 5 & 6: 01/2020, 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041 Seat 7: Councilor Elected Term

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS 15th, DAY OF	vl.
APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS DAY OF	_9
Signed: 101414640, Mayor	
ATTEST: Signed: , City Recorder	
Ayes: Q	

# RES. 03-2023 A RESOLUTION REPEALING AND REPLACING RES. 16-2020 THE CITY OF OAKRIDGE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

WHEREAS, the City of Oakridge Council desires to repeal and replace the previous Economic Development Advisory Committee Resolutions; the previous OEDAC Operating Guidelines, and;

WHEREAS, the purpose and scope of the Oakridge Economic Development Advisory Committee ("OEDAC") is an advisory body to the City Council and the City staff by providing recommendations concerning economic development within the City of Oakridge to improve the economy;

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Economic Development Advisory Committee is hereby established. The committee shall consist of seven (7) voting members: Six (6) citizens at large (at least 4 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes), and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): City Administrator, Community Development Director, and Chamber of Commerce representative. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

<u>Seats 1 & 2</u>: 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039 <u>Seats 3 & 4</u>: 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040 <u>Seats 5 & 6</u>: 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041 <u>Seat 7</u>: Councilor Elected Term

**SECTION 3: QUORUM:** A quorum must be present in order to convene. Four (4) voting members of the committee shall constitute a quorum. A simple majority vote from the voting members in attendance at a meeting of the Committee shall be required to take any action.

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

- Regular meetings of the committee should occur monthly. Special meetings may be called by the Chair with appropriate notice. No decisions will take place outside of the committee meetings.
- Committee members shall receive no compensation but shall be reimbursed for duly authorized expenses after prior approval from the City Administrator. The Committee shall have no authority to obligate the city for payment of any sums of money.
- 3. No member of the Committee shall participate in any Committee proceedings, action or vote in which any of the following has a direct or substantial financial interest: member or the spouse, brother, sister, child, parent, father-in-law, mother-in-law, of the member, any business in which the member is then serving or has served within the previous two (2) years, or any business with

- which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflicts of interests shall be disclosed at the commencement of the meeting of the Committee where the proceedings, action or vote is being taken.
- 4. When requested by the City Council or the City Administrator, the committee will assist in the vetting process of specific projects and leads. The City Administrator will delegate tasks to the committee members individually and confidentially. All members vetting notes shall be marked "CONFIDENTIAL" with the members name and date. All notes shall be turned into the City Administrator for confidential record keeping, and will not be made available or released to the public. When ready, the OEDAC committee shall hold an Executive Session (ES) under ORS 192.660 (2)(e) to deliberate over their findings and come to a consensus for their recommendation to the City Council. The City Administrator will then draft a written recommendation to take to City Council in ES or regular session as appropriate at his or her discretion.
- 5. Other activities within the scope of the committee, as assigned by the City Council.
- 6. Keep records of minutes for each meeting per ORS 192.650
- An annual report will be completed in the fourth quarter of the calendar year.

This resolution becomes effective 30 days after it is passed by the Council.

8. Reports or recommendations of the Oakridge Economic Development Advisory Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

**SECTION 5: CONDUCT:** All members are expected to attend meetings regularly, support the OEDAC when requested, and abide by the Oakridge City Charter, the Oakridge Code of Conduct (resolution 18-2015), and this resolution. A member of the Committee may be removed from the committee by the City Council for misconduct or non-performance of duties at the request of the committee members via a simple majority vote. A voting member who misses three (3) consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the chairperson as soon as possible.

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_, DAY OF \_\_\_\_\_\_, 20\_\_\_\_\_,

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

APPROVED AND SIGNED BY THE <b>20</b> .	E MAYOR OF THE CITY OF OAKRIDGE THIS	, DAY OF _	
Signed:	, Mayor		
ATTEST: Signed:	, City Recorder		
Ayes:			
Nays:			

# OAKRIDGE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (OEDAC) OPERATING GUIDELINES

#### **ARTICLE I**

#### PURPOSE, and SCOPE

- Section 1.1 **Purpose**: The purpose of OEDAC is to provide recommendations to the Oakridge City Council and the City Administrator for economic development, recruitment, retention, and corporate/business vetting to improve the Oakridge economy.
- Section 1.2 Scope: OEDAC has no direct authority but will provide recommendations for economic development and oversight of the Oakridge Industrial Park and the City of Oakridge.

#### **ARTICLE II**

#### **MEMBERS**

- Section 2.1 **OEDAC Members:** All members are expected to attend meetings regularly, support OEDAC when requested, and abide by the City of Oakridge Rules of Conduct and OEDAC's and these Operating Guidelines.
- Section 2.2 **EX OFFICIO Members**: EX OFFICIO members are afforded the same rights as all other MEMBERS except the right to vote.
- Section 2.3 **Recommendation for Removal**: The committee may recommend removal of a member to the Council by majority vote. Before a vote by the committee, notice stating the cause for removal must be provided to the MEMBER three days prior to the date of the meeting to vote.
- Section 2.4 **Vacancy:** Any MEMBER appointed to fill a vacancy shall satisfy the requirements set forth in the resolution 11-2018 to serve for the unexpired term of the predecessor.

#### ARTICLE III

#### OFFICERS AND THEIR DUTIES

- Section 3.1 **Officers**: The officers of OEDAC shall consist of a Chairperson, Vice-Chairperson, and other officers or assistant officers as deemed necessary.
- Section 3.2 **Chairperson and Vice-Chairperson**: In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson.

# Section 3.2.1 **Duties of the Chairperson:**

- 1. Schedule and preside over regular and special meetings.
- 2. Present all meeting minutes for committee approval.
- 3. Relay all information received from the City Administrator to all members of the Committee.
- 4. Share for review to the City Administrator all summaries of reports, findings, and decisions of the Committee.
- 5. Vote on matters that come before the Committee.
- 6. Chairperson will maintain meeting order

# Section 3.2.2 **Duties of the Vice-Chairperson:**

- 1. Preside over regular and special meetings in the absence of the Chairperson.
- 2. Vote on matters that come before the Committee.
- 3. Perform such duties to assist the Chairperson as may be necessary.

Section 3.3 **Secretary:** The Chairperson shall assign a Secretary to record and transcribe all meeting minutes to the Committee and City Administrator. The Secretary will maintain and all OEDAC correspondence confidentially, as appropriate. Subcommittees will forward all correspondence to the Secretary for inclusion in official OEDAC records.

#### **ARTICLE IV**

#### **MEETINGS OF THE COMMITTEE**

- Section 4.1 **Meetings**: Regular meetings of the COMMITTEE, monthly. Special meetings may be called by the Chairperson with appropriate notice. No Committee business will take place outside of the COMMITTEE without the prior approval of the COMMITTEE.
- Section 4.2 **Conference Call Meetings**: With prior arrangements, MEMBERS of the COMMITTEE may participate in a meeting by means of a conference telephone or similar communications equipment, provided that all persons participating in the meeting can hear each other at the same time. Such a meeting shall be considered a duly held meeting and participation by such means shall constitute presence in person at the meeting. MEMBERS attending via conference call will be reflected in meeting minutes.
- Section 4.3 **Quorum**: A majority of the COMMITTEE MEMBERS shall constitute a quorum.
- Section 4.4 **Proxy Voting:** Proxy Voting is allowed when made by prior arrangements with an attending voting MEMBER and verified by email.
- Section 4.5 **Confidentiality**: Executive session deliberations of the COMMITTEE requires confidentiality of all issues addressed. In accordance with Oregon public meeting rules, the City shall publicly announce OEDAC meetings. MEMBERS and EX OFFICIO

MEMBERS shall sign a non-disclosure agreement at the beginning of their term or appointment.

- Section 4.6 **Minutes**: Minutes of all meetings of the COMMITTEE will be made available to the COMMITTEE MEMBERS and the City Administrator. (see Sec. 3.3)
- Section 4.7 **Ethics:** COMMITTEE MEMBERS and EX OFFICIO members shall adhere to the City of Oakridge code of ethics. (*Resolution 18.2015*)
- Section 4.8 **Process of OEDAC Meetings**: The Committee Chairperson shall call meetings to order and adjourn them as appropriate. A list of agenda items shall be disseminated to those in attendance.
  - Meetings will be conducted in accordance to (Resolution 18.2015)
  - Robert's Rules of Order are to be used as a guideline.
  - Committee members may request agenda be items added to the agenda at the beginning of a meeting
  - The City Administrator will be asked to update existing projects and leads.
- Section 4.9 **Vetting:** When requested by the City Administrator, the Committee will assist in the vetting process of specific projects and leads. The Chairperson shall assign portions of the vetting requirements to members of the committee when necessary.

#### **ARTICLE V**

#### SUBCOMMITTEES OF THE COMMITTEE

- Section 5.1 **Subcommittees**: The COMMITTEE Chairperson can designate subcommittees for each project or area of interest the COMMITTEE undertakes and exercise such authority over the subcommittee. Each subcommittee will have its own guidelines.
- Section 5.1.1 **Subcommittee Meetings**: Except as otherwise prescribed by the COMMITTEE, meetings of subcommittees may be called by their respective subcommittee chairperson.
- Section 5.4 **Term and Removal**: Term and removal will be outlined in subcommittee guidelines.

# **ARTICLE VI**

## **AMENDMENTS**

Section 6.1 **Amendments**: The COMMITTEE may amend the language of the Operating Guidelines at a regular meeting of the COMMITTEE with a majority vote.

These guidelines were adopted at a meeting Development Advisory Committee on	g of the Members of Oakridge Economic , 2019.
Name	Title

# RES. 03-2023 A RESOLUTION REPEALING AND REPLACING RES. 16-2020 THE CITY OF OAKRIDGE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

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<u>Seats 1 & 2:</u> 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039 <u>Seats 3 & 4:</u> 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040 <u>Seats 5 & 6:</u> 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041 <u>Seat 7:</u> Councilor Elected Term

**SECTION 3: QUORUM:** A quorum must be present in order to convene. Four (4) voting members of the committee shall constitute a quorum. A simple majority vote from the voting members in attendance at a meeting of the Committee shall be required to take any action.

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- 5. Other activities within the scope of the committee, as assigned by the City Council.
- 6. Keep records of minutes for each meeting per ORS 192.650

Ayes: Nays:

- 7. An annual report will be completed in the fourth quarter of the calendar year.
- 8. Reports or recommendations of the Oakridge Economic Development Advisory Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

**SECTION 5: CONDUCT:** All members are expected to attend meetings regularly, support the OEDAC when requested, and abide by the Oakridge City Charter, the Oakridge Code of Conduct (resolution 18-2015), and this resolution. A member of the Committee may be removed from the committee by the City Council for misconduct or non-performance of duties at the request of the committee members via a simple majority vote. A voting member who misses three (3) consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the chairperson as soon as possible.

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- Regular meetings of the committee should occur monthly. Special meetings may be called by the Chair with appropriate notice. No decisions will take place outside of the committee meetings.
- Committee members shall receive no compensation but shall be reimbursed for duly authorized expenses after prior approval from the City Administrator. The Committee shall have no authority to obligate the city for payment of any sums of money.
- 3. No member of the Committee shall participate in any Committee proceedings, action or vote in which any of the following has a direct or substantial financial interest: member or the spouse, brother, sister, child, parent, father-in-law, mother-in-law, of the member, any business in which the member is then serving or has served within the previous two (2) years, or any business with which the member is negotiating for or has an arrangement or understanding concerning

- prospective partnership or employment. Any actual or potential conflicts of interests shall be disclosed at the commencement of the meeting of the Committee where the proceedings, action or vote is being taken.
- 4. When requested by the City Council or the City Administrator, the committee will assist in the vetting process of specific projects and leads. The City Administrator will delegate tasks to the committee members individually and confidentially. All members vetting notes shall be marked "CONFIDENTIAL" with the members name and date. All notes shall be turned into the City Administrator for confidential record keeping, and will not be made available or released to the public. When ready, the OEDAC committee shall hold an Executive Session (ES) under ORS 192.660 (2)(e) to deliberate over their findings and come to a consensus for their recommendation to the City Council. The City Administrator will then draft a written recommendation to take to City Council in ES or regular session as appropriate at his or her discretion.
- 5. Other activities within the scope of the committee, as assigned by the City Council.
- 6. Keep records of minutes for each meeting per ORS 192.650

Ayes: Nays:

- 7. An annual report will be completed in the fourth quarter of the calendar year.
- 8. Reports or recommendations of the Oakridge Economic Development Advisory Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

**SECTION 5: CONDUCT:** All members are expected to attend meetings regularly, support the OEDAC when requested, and abide by the Oakridge City Charter, the Oakridge Code of Conduct (resolution 18-2015), and this resolution. A member of the Committee may be removed from the committee by the City Council for misconduct or non-performance of duties at the request of the committee members via a simple majority vote. A voting member who misses three (3) consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the chairperson as soon as possible.

This resolution becomes effective 30 days after it is passed by the Council.

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_\_, DAY OF \_\_\_\_\_\_\_, 20\_\_\_\_\_

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_\_, DAY OF \_\_\_\_\_\_, 20\_\_\_\_\_\_,

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

ATTEST:

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

# **Business of the City Council**

City of Oakridge, Oregon March 2, 2023

Agenda Title: Administration Advisory Committee Resolution 04-2023 (1st Reading)

Reading)

**Proposed Council Action:** A motion from

the floor to approve

Agenda Item No: 13.2

**Exhibits:** 

Resolution 04-2023 (2 versions)
Resolution 20-2020 (old/existing Resolution)

**Author: CA** 

#### ISSUE:

During the last Administration Advisory Committee meeting last week, it became known that one of the current Committee members (Amy Kelley) recently moved outside city limits. As per Section 1 of the existing Resolution (#20-2020), all 7 of the voting members of this committee must be "citizens" living inside the city limits of the City of Oakridge.

I have drafted **2** versions of a new Administration Advisory Committee Resolution 04-2023 for Council's consideration for adoption. Resolution 04-2023 would repeal and replace Resolution 20-2020. The only difference between the two is in Section 1:

In Version 1, all committee members must reside within Oakridge city limits (same as now). In Version 2, up to 2 committee members may reside outside city limits, but must live within the 97463 or 97492 zip codes.

In drafting the new Resolution, I also removed the requirement in Section 1 of the existing Resolution (#20-2020) that the City Recorder also serve on the committee as a non-voting member. This change was made in *both* versions of the new Resolution.

City staff recommends adopting **Version 2**, to be more inclusive of citizens who live outside city limits but are still part of our community, *and* to increase the chances people might apply for this Committee, which currently does not even have enough members for quorum to meet.

**FISCAL IMPACT:** None

**OPTIONS:** 

- 1. Approve version 1 or 2 of the revised Administration Advisory Committee Resolution 04-2023 (1st Reading).
- 2. Refer it to the CA or Admin Committee (when/if there is quorum) for further evaluation.

**RECOMMENDATION:** Approve Version 2

**RECOMMENDED MOTION:** "I move to approve and adopt Version \_\_\_\_\_ (1 or 2) of the revised Administration Advisory Committee Resolution 04-2023, which will repeal and replace Resolution 20-2020."

# RES. 04-2023 A RESOLUTION REPEALING AND REPLACING RES. 20-2020 THE CITY OF OAKRIDGE ADMINISTRATION ADVISORY COMMITTEE

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

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

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

**SECTION 1: ESTABLISHMENT & MEMBERSHIP:** The Oakridge Administration Advisory Committee is hereby established. The committee shall consist of seven (7) voting members: Six (6) citizens at large (at least 4 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes), and one (1) City Councilor who will only vote in the event of a tie. Non-voting member(s): City Administrator. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution. The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

<u>Seats 1 & 2:</u> 01/2021, 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039 <u>Seats 3 & 4:</u> 01/2022, 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040 <u>Seats 5 & 6:</u> 01/2023, 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041 <u>Seat 7:</u> Councilor Elected Term

**SECTION 3: QUORUM & RULES:** A quorum must be present in order to convene. Four (4) voting members of the committee shall constitute a quorum. A simple majority vote from the voting members in attendance at a meeting of the Committee shall be required to take any action. Regular meetings of the committee should occur monthly. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting. No decisions will take place outside of the committee meetings. Committee members shall receive no compensation but shall be reimbursed for duly authorized expenses after prior approval from the City Administrator. The Committee shall have no authority to obligate the city for payment of any sums of money.

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

- 1. Formulating recommended resolutions, ordinances, and rules for the governance of the City for City Council consideration for approval.
- 2. Other activities within the scope of the committee, as assigned by the City Council.
- 3. Keep records of minutes for each meeting per ORS 192.650
- 4. An annual report should be completed in the fourth quarter of the calendar year.
- 5. Reports or recommendations of the Committee shall be in writing, considered advisory in nature.

and shall not be binding on the City Council.

**SECTION 5: CONDUCT:** All members are expected to attend meetings regularly and abide by the Oakridge City Charter, the Oakridge Code of Conduct (resolution 18-2015), and this resolution. A member of the Committee may be removed from the committee by the City Council for misconduct or non-performance of duties at the request of the committee members via a simple majority vote. A voting member who misses three (3) consecutive meetings without reasonable cause shall be considered non-performing. Absences known in advance should be communicated to the chairperson as soon as possible.

This resolution becomes effective 30 days after it is passed by the Council.

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS \_\_\_\_\_\_, DAY OF \_\_\_\_\_\_\_, 20\_\_\_\_\_.

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

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

ATTEST:

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

Ayes:
Nays:

# RES. 20-2020 A RESOLUTION REPEALING AND REPLACING RES. 9-2018 THE CITY OF OAKRIDGE ADMINISTRATION ADVISORY COMMITTEE

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

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

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

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

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

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

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

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

Seat 7: Councilor Elected Term

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS, DAY OF
APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS, DAY OF 20
Signed: Kattle Mayor
ATTEST: Signed:, City Recorder
Ayes: 5 Nays: [

## **Business of the City Council**

City of Oakridge, Oregon March 2, 2023

Agenda Title: Committee Appointments	<b>Agenda Item No:</b> 15.1 – 15.4
Proposed Council Action: Approve committee appointments	<b>Exhibits:</b> (1) Applicants' Application Materials (2) Committees spreadsheet

#### **ISSUES:**

- (1) Consider applicants for Committee/Commission/Board appointments.
- (2) Appoint a City Council member to the Library Board and the OEDAC.

The Council Rules of Procedure, chapter 7.II.A. states: "Unless otherwise mandated by state law, the mayor, subject to approval by the council, shall appoint the members of any board, commission or committee authorized by the council.

OPTIONS: Approve or deny the appointments listed below

RECOMMENDATION: Approve

# RECOMMENDED MOTIONS: 15.1 I move we appoint Councilor \_\_\_\_\_\_\_ to the Library Board as the City Council representative. 15.2 I move we appoint Councilor \_\_\_\_\_\_ to the Oakridge Economic Development Committee as the City Council representative.

- 15.3 I move we appoint **Marietta Thompson** to Seat **3** of the **Public Safety Committee** for a term expiring in December of **2025**.
- 15.4 I move we appoint "JT" Flowers to Seat 6 of the Oakridge Economic Development Committee for a term expiring in December of 2026.



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 confirm date.

Meeting for Appointment. Contact City Hali to confim date.
Committee or type of volunteer work you are interested in: Public Safety Committee
Name: Marietta Thompson
Address: 47947 Commercial St.
Is your residence in the City of Oakridge: YES NO NO
Telephone where you can be reached:
Employer/Occupation: Retired DV Advocate
E-mail Address: Mettarose492 hot mail.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:  DV advocate 27 yrs resource Knowledge -  Warming center Volunteer - see needs for homeless & Mental Health  Warming center Volunteer - see needs for homeless & Mental Health  ARC - community mtg - too laboration Mtgs attendee supports  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): Marietta Thompson  Participant Signature: Marietta Shorps
Participant Signature: Maruetta Morys
Date: 1-27-2023



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.

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Please check mark a	ny other City Committe	cy Committees, Boards, or ees, Boards, or Commission	Commission ns Seat you a	s Seat you are currently bare applying for below:	alread of	J
Planning Commission		<b>Budget Committee</b>		Wac Subcommitee	alreat	
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 Hall to confim date.

Committee or type of volunteer work you are interested in: Economic Development Advisory Committee Name: JT Flowers Address: 48181 Highway 58, Oakridge, OR 97463 Is your residence in the City of Oakridge: YES Telephone where you can be reached: Employer/Occupation: Oregon Wild (Public Lands Coordinator); Travel Portland (Outdoor Travel Writer) javaughn.flowers@gmail.com 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: Yes, please find my resume and full work history attached to this application. In order to do a brief background check, please provide the following information: Place of Birth: Date 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):

JI Flowers

**Participant Signature:** 

02/17/2023

Date:

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



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 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.
I have always been an engaged and involved member of the communities I've been blessed to call home. As a native born Oregonian who has spent 5 years on the east coast and, most recently, 4 years in the UK, Oakridge is by far and away the most beautiful place I've ever lived. As you all well know, this city has extraordinary potential, would love to be a part of helping Oakridge develop into a town that is both brimming with opportunity and intentional about protecting it's charm. That means being actively engaged in preserving the history of the city, applying creative energy to new development plans, and thoughtfully prioritizing the needs of those who call this place home throughout the development process. In Portland, I was a voting board member of the city's Council of Racial and Economic Equity, which was established to oversee and evaluate the equitability of massive citywide development initiatives. During my college experience, I was part of a 5 person team that advised the government of Liberia and helped guide their efforts to revolutionize their health education system and create an internationally relevant infrastructural model for under-resourced countries. I also sat on advisory committees pertaining to class-equitability, budget allocation and financial aid as an undergrad at Yale and was a voting board member for my high school foundation, where I was responsible for ensuring that low-income and at-risk students didn't fall through the cracks as we planned to renovate and restructure the school. I am an advocate of fiscal responsibility and have always been someone who aims to do more with less. I also believe my youth and knowledge of the statewide and national landscape will prove useful in informing ideas about how to make the City of Oakridge more economically competitive on a regional level. If accepted, I would be honored to serve alongside the rest of the committee in efforts to bring exciting new opportunity to the beautiful and historic town we all know and love. That you for taking t

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

# JaVaughn Thabiti (JT) Flowers

48181 Oregon 58, Oakridge, OR 97463

javaughn.flowers@gmail.com

(971) 344-7174

Class of 2020

Class of 2017

#### **EDUCATION**

University of Oxford, Oxford, UK

Master of Studies in US History - Awarded: June 2019

Master of Studies in Music Performance – Awarded: August 2020

Rhodes Scholar

Yale University, New Haven, CT

Bachelor of Arts in Political Science with Distinction

Varsity Basketball

LANGUAGE PROFIENCY

French - High Intermediate (Listen/Read Fluently) Spanish - High Intermediate (Listen/Read Fluently)

Arabic - Novice

#### WORK EXPERIENCE

Oregon Wild, Public Lands Coordinator

Feb 2023-Present

Responsible for shaping regional advocacy and strategy for the River Democracy Act, a historic water protection bill that would protect over 3,300 miles of wild waterways across the state of Oregon, the largest river protection effort in American history. Also tasked with helping the organization better engage underrepresented communities in engagement with and advocacy around the great outdoors.

Campaign Zero, Consultant

Sept 2020-Present

Served as a national campaign strategy consultant, analyst and researcher for Campaign Zero, a data-informed national policy platform geared towards ending police violence in America. Managed and oversaw a small team of researchers on a year-long data research project concerning suicides in the presence of police. Confidentiality prohibits me from discussing further work-related details of this role. While my former role was full-time (ending in April 2022), I now serve the organization in a part-time capacity.

Infinitive, Business Consultant

July 2022-Dec 2022

Worked as a consultant in the Business Analysis Competency Group focused on helping the firm secure new lines of business in the retail media space and expand market opportunities for current clients. Infinitive is a transformation and technology consultancy that helps companies get more out of their data. The firm provides expertise on data management, data architecture, system migration, and creative ways of leveraging first party data to generate consistent and expandable revenue for our media partners.

Office of Congressman Earl Blumenauer (D-OR), Portland, OR

May 2017-May 2018

Served as a congressional field representative in Rep. Blumenauer's district operation after having spent the summer of 2017 working in the Washington, D.C., office. Tasked with synthesizing policy analysis and human input, with the aim of producing targeted briefings, recommendations, and memos to the Congressman. Sought input from and interfaced with government, private sector, non-profit, and community stakeholders. Co-created a targeted portfolio (alongside the Congressman and his Chief of Staff) focusing on access to opportunity, under-representation, and augmenting outreach to low-income communities of color who have historically been severed from the political process. Led local organizing efforts and designed office policy pertaining to ending the federal War on Drugs.

Council for Economic & Racial Equity (via Prosper Portland), Council Member

Fall 2017-Fall 2018

Member of a body responsible for overseeing the equitable implementation of Prosper Portland's 2015-2020 Strategic Plan for city-wide economic development. Prosper Portland is the economic and urban development agency for the City of Portland. The agency focuses on building an equitable economy by carrying out a comprehensive range of economic development programs that support small business, improve access to workforce training, and create jobs for Portland residents.

Senior Capstone: Health Access & Medical Education (Monrovia, Liberia)

Worked as part of a small Yale team for the Clinton Health Access Initiative to assess current challenges in medical education at AM Dogliotti College of Medicine (AMDCM), the only medical school in Liberia. As part of this work, I conducted interviews and surveys with both medical students and faculty in Liberia, along with two other students and our professor. We studied the academic, infrastructural, and financial challenges facing the AMDCM community. I presented our team's preliminary findings, along with my colleagues, to the Minister of Health of Liberia, Dr. Bernice Dahn, in October of 2016. Our final report was presented to senior Liberian government and university officials in March 2017 and has been circulated among global funders and senior officials at the Ministry of Health. Recommendations from our report have been incorporated into Liberia's World Bank funding request for improvements to health infrastructure and medical education at AMDCM.

#### LEADERSHIP EXPERIENCE & ACTIVITIES

#### A Leg Even, Founder & President

Founded an organization geared towards facilitating the academic & professional success of fellow low-income college students. Oversaw all components of the program. A.L.E. provides student-led general meetings, academic support, weekly faculty and World Fellow lunches, a guest speaker series, graduate student advisory program, and professional workshops for students from under-resourced backgrounds. Spearheaded efforts to raise \$50,000 to fund the initiative. In its first two years, the program served over 60 first-years, in addition to engaging over 150 total students, mentors, faculty members, and campus administrators. Funded the pursuit of unpaid summer opportunities for 9 low-income first-year students in 2017.

# Friends of Lincoln High School, Director of In-School Support

Fall 2017-Winter 2018

Voting member of a non-profit board that raises and allocates funds to support school-wide initiatives at my alma mater, Lincoln High School. Friends of Lincoln covers multiple teachers' salaries to mitigate understaffing, provides various forms of classroom support for instructors and students, and spearheads local athletic and community development projects. The Director of In-School Support is responsible for administering funding geared towards preventing marginalized and at-risk students from falling through the cracks.

## Financial Aid Working Group, Committee Member

Fall 2015-May 2017

Selected by university administration as one of 3 students to work alongside Yale's Dean of Admissions and Director of Financial Aid in designing and implementing major changes to the university's financial aid system. In my two years, we designed a more accessible financial aid letter, increased a start-up grant for high-need first-years by over \$1,000, hired a director of undergraduate financial aid, and reduced the burdensome student income contribution for low-income students. Also served as member of a year-long, six-person team organized through student government and tasked with researching Yale's financial aid policy, evaluating impact on low-income students, and drafting comprehensive short, medium, and long-term proposals for the Yale administration (2014-15)

#### Freshman Counselor, Pierson College

May 2016-2017

Employed by the Yale College Dean's Office to live in-residence with first year students, serving as a counselor, advisor, and support figure for all things academic, social, extracurricular, and personal. Assisted both the Pierson Head of College (Stephen Davis) and Dean in promoting the values of a residential community, facilitating adjustment, and ensuring the general well-being of freshmen.

## African-American Cultural Center at Yale, Peer Liaison

**Spring 2015-May 2016** 

Mentored a group of 15 Black students throughout their first year-advised on challenges associated with race and class at Yale. Connected students to resources centralized in the cultural centers and residential colleges. Also twice served as a Cultural Connections Pre-Orientation Counselor, helping mentor and oversee 120 first years for a week-long open forum on race, gender, class and sexuality.

## District of Columbia Public Schools, Policymaking Intern

May 2015-August 2015

Worked on an urban education reform team within the framework of DCPS's Central Office. Designed a prospective model for a generational scholarship program and both co-created and ran an advisory program for young, at-risk males of color in Southeast D.C.

#### Brady-Johnson Program in Grand Strategy

Fall 2015-2016

Participated in a year-long program focused on the intellectual and practical foundations of political strategy. Traveled to Stockholm, Sweden, and Paris, France, to conduct in-person interviews and study governmental approaches to both social integration and economic mobility amongst refugee populations across Western Europe as part of the summer project. Created a model for the effective education and integration of refugee youth in Sweden to accompany the aforementioned research. Lastly, I used my final, semester-long domestic policy project to devise a series of revisions to both expand and fiscally streamline the Earned Income Tax Credit. The bi-partisan proposal was created to address inequitable access to opportunity and a dearth of upward mobility for poor and middle-class Americans.

#### Freelance Journalism

I have written opinion pieces for the Yale Daily News (on various topics) and in The Oregonian. I have also just been hired as a travel writer documenting the stories of marginalized communities venturing into the outdoors for Travel Portland.

#### **HONORS & AWARDS**

Rhodes Scholar				
Harry S. Truman Scholar				
Yale-Jefferson Public Service Award				
James Andrew Haas Prize				
David Everett Chantler Award				
John C. Schroeder Award				
Henry James Teneyck Public Speaking Prize				

Class of 2018

Class of 2016 Fall 2017

Spring 2017

Spring 2017

Spring 2016

Spring 2016



#### City of Oakridge

PO Box 1410, Oakridge, OR 97463

Voice: 541-782-2258 TDD: 541-782-4232 Fax: 541-782-1081

Website: ci.oakridge.or.us

# **Committee Vacancies Announcement**

The City of Oakridge currently has **30** vacant positions on the following Committees and Commissions:

Administration Advisory Committee – 3 vacant seats

Charter Review Committee – up to 5 vacant seats

Public Safety Committee – 2 vacant seats

Rural Tourism Marketing Program & TRT Committee - 4 vacant seats

Planning Commission – 3 vacant seats

Economic Development Committee – 1 vacant seat

WAC Subcommittee – up to 5 vacant seats

**Special Fire District Subcommittee** – up to **5** vacant seats **Budget Committee** – **2** vacant seats

These volunteer positions are vital to the successful operation of our city and is a great way for citizens to have direct involvement in city government. All positions are **open until filled**. If you are interested in serving our community, please submit application(s), which are **available at City Hall** (48318 E. 1st Street) or on the City's website:

www.ci.oakridge.or.us/community/page/volunteer

					COMM	COMMITTEES	1	As of 2/26/2023	23			
Resolution 20-2020	20-2020	17-2020	18-2020	06_2022	N/A	state law	15-2020	07_2022	Ord. 751	16-2020	N/A	N/A
	Admin.	Parks & Community Services	Public Safety	Audit	Charter Review (Sub-C)	Budget	Library Board	RTMP &	Planning Commission	OEDAC	WAC (Sub-C)	Special Fire District
Staff:	CA, Recorder	Comm. Serv. Dir. (CSD)	PD & FD Chiefs, CSD, HRFD, Westfir, School,	Finance Director (ex officio)		CA, Dept Heads	Library Coordinator	Finance Dir & CA (non- voting)	CA, CSD	CA, CSD	S	
Meeting Dates:	3rd Wednesday at 6pm	2nd Monday at 5:30pm	4th Tuesday at 6pm	4th Monday at 5pm	2nd Wednesday at 6pm	Varies	5:15 Tues every other month	4th Wednesday at 6pm?	3rd Tueday at 7pm	1st Wednesday at 6pm?	1st Monday at 5:30	4th Thursday at 6:30 <b>at FD</b>
Councilor	Kinyon	Tarman	Coker	Bjarnson & Kinyon	Kinyon	ALL	٤	Kinyon	N/A	c	Hooker	Hooker
Chair:	Kinyon	Tarman	è	Kinyon	McNatt	Mayor	Georgi Samuelson	2	Gobelman	2	c	٠
TERMS:	3 year terms	3 year terms	3 year terms	2 year terms	N/A	3 year terms		3 year terms	4 year terms	4 year terms N/A	₹ Ž	ĕ
Seat 1 2024, 2027	I rudy Hammond (vc)	Kevin Gobelman	David Ackland	Brenna Chrisman (Budget	Matthew McNatt		Julia Yoder	OPEN		Kevin Gobelman	ri	Chrissy Hollett
2024, 2027	OPEN	Leo Robb	Karin Thompson		Altemus- Pope	Benjamin Sachdeva	Jessica Atkins	Douglas Leander	Kevin Gobelman		Bobbie Whitney	David Ackland
2022, 2025,	OPEN	Lynda Kamerrer	Marietta Thompson*	×	Jan Christensen	OPEN	OPEN 4 Apps*	OPEN	_		>	
2022, 2025,	OPEN	Heather Buley	"Tink" Marquardt	×	art	OPEN	Jeannie Cabello-Penn	Su Stella	Stan Barenboim	Kelly Wynant	Jamie Lloyd-Parks	OPEN
2023, 2026,	Jeri Reed	Trudy Jason Nehme Hammond	Trudy Hammond	×	Chris Winchester	Jan Christensen	Annie Brown	OPEN	John McClelland	Lauri Mary River O'Neill		OPEN
2023, 2026,	Amy Kelley**	Barbara Counsil-Burney	OPEN	×	Jeri Reed	Brenna Chrisman	능	OPEN	OPEN	JT Flowers*	0	OPEN
Seat 7 2025			OPEN - Hazeldell Rep			Linda Dunham			Donald Grant	Michelle Emmons Chamber Rep	Linda Dunham	OPEN (up to 15)
Seat 8			OPEN - Westfir Rep		OPEN (up to 15)					*Applicant		
Seat 9	*Moved out of city limits		OPEN - OSD Rep				*4 Applicants TBD 3/16/23				Chrissy Hollett	



#### **FISCAL YEAR 2021-2022**

# SENIOR & DISABILITY SERVICES INFORMATION & ASSISTANCE







#### **Director's Message**

**Senior & Disability Services** (S&DS), a division of Lane Council of Governments, is the Area Agency on Aging and Disability Services for Lane County, Oregon. In this role, the agency is responsible for planning and administering programs and services for older adults and adults with physical disabilities. Services are financed by contributions from participants, donations, grants, and by local, state, and federal government funds.

Our Mission: "To advocate for seniors and persons with disabilities and provide to them quality services and information that promote dignity, independence, and choice."

In the past year, we began working on our District Engagement Plan with ODHS Self-Sufficiency Programs (SSP) to better serve our community, initially identifying rural areas we serve jointly. Currently, we hold joint monthly meetings for Managers and Leads, and have begun training across both agencies, inviting SSP to our Long-term Care Eligibility trainings, and our S&DS staff to their Employment-Related Day Care and TANF trainings. We have also set up a shadowing program for Eligibility Workers. Our goal is to make sure that, no matter what office someone goes into, they can apply for any program, and their benefits will be processed in a uniform manner, statewide.

If the pandemic taught us anything it is that there is a need to expand our efforts to reach the most vulnerable community members and reduce barriers to accessing our services. Our Complex Case Management unit was created to assist ongoing case managers with some of our harder to serve consumers. Within this unit, we created Housing Navigator positions and re-established our working relationship with *Homes for Good* as a preferred partner, allowing our most vulnerable consumers to access affordable, low-income housing. We developed an Outreach and Volunteer Coordinator position to strengthen our partnerships with providers in our community and engage the volunteers vital to the successful operations of our Senior Meals Programs.

On March 28th, I was honored to start my role as Acting in Charge Division Director as Emily Farrell transitioned to her new role outside of the agency. I've been with S&DS since 2013, first as a Unit Manager and then as a Program Manager. On August 4th, I was appointed Division Director.

This past year was an adjustment for everyone as COVID-19 restrictions were lifted and staff returned to work in the field. It was no easy task managing both the safety of our employees and our consumers, all while continuing our commitment to serving the needs of our consumers and community, but everyone rose to the challenge. We proved as an agency to be both strong and extremely flexible in the face of change. I want to thank our staff, volunteers, and community members for their hard work and dedication, and I look forward to all we will accomplish in the year ahead.

Stephanie Sheelar Stephanie Sheelar, Director Senior & Disability Services



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### **Volunteers**

**Volunteers** are the lifeblood for many of our programs, giving back to our community and neighbors. We could not provide quality, consistent services without them. S&DS is thankful to all our amazing, generous volunteers.

Our volunteers live and serve in all areas of Lane County, including Coburg, Cottage Grove, Creswell, Eugene, Florence, Junction City, Lowell, Oakridge, Springfield, and Veneta. These volunteers bring with them incredible skills, knowledge, and compassion. Our volunteers:

- Deliver Meals on Wheels
- Help balance checkbooks
- Teach health management classes
- Visit with socially isolated older adults
- Wash dishes at meal sites
- Drive rural residents to medical appointments
- And most important, are a friendly face and safety check for our most vulnerable community members.



More than 200 volunteers provided over **23,000** service hours.

Volunteering only takes a few hours per month, but the benefits to both the volunteer and our community is immeasurable. If you or someone you know is interested in volunteering with S&DS, contact us at 541-682-2484 or by email at sdsoutreach@lcog.org.

"Volunteers do not necessarily have the time; they just have the heart."

— Elizabeth Andrew

## Information & Assistance (ADRC)



Aging and Disability Resource Connection (ADRC) provides access to services offered by Senior & Disability Services and information about other resources in the community for older adults and adults with disabilities.

call: 541-682-3353 or 1-800-441-4038 (toll free)

email: ADRCLane@lcog.org

walk in: 1015 Willamette Street, Eugene, OR 97401 visit the statewide website: www.ADRCofOregon.org

Where can I turn to find services that will help my parents stay in their home?

ADRC can help connect you to home and community based resources, including:

- Transportation
- Caregiver Support
- Friendly Visitors
- Meals

Who can help me navigate this complex maze of services?

ADRC Options Counselors provide professional guidance on complex issues.

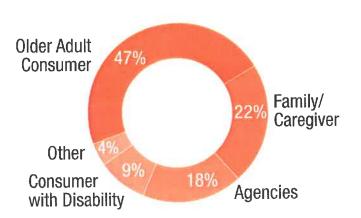
Can someone explain the different housing options available for older adults?

Visit our website, www.ADRCofOregon.org, to access a tool to compare different housing options.

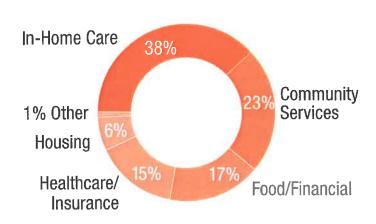


47 seconds average call wait time

#### **Type of Callers**



#### **Caller Needs**



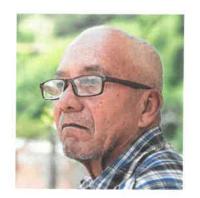
## **Senior Connections**

**Senior Connections** serves all of Lane County, with office locations in Eugene, Cottage Grove, Florence, Junction City, Oakridge, and Veneta. Area Coordinators assist older adults and caregivers with services to help seniors live independently in their own homes. Services include caregiver respite, transportation, energy assistance, and more.

Can I get assistance in paying my utility bills?

You may qualify for LIHEAP Energy Assistance, an Area Coordinator can help you apply. I live out of the metro area and I need help getting to medical appointments.

The Rural Escort Program has volunteers that can give you door-to-door help in getting to medical appointments.



"With your support I'm able to care for my wife in our home."



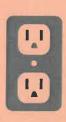
1,057
People received Case
Managed Services through
the Older Americans Act

5,565
Assessment hours
for LTD Medicaid/
ADA transportation
assistance

5,510
Reassurance contacts made



608
People received energy assistance



1

**5,141**Respite hours for family caregivers



**210**One way trips provided to medical appointments

## Senior Meals: Café 60, Meals on Wheels



The **Café 60 Dining Rooms** provide mealtime companionship and nourishing meals to older adults aged 60+. **Meals on Wheels** delivers hot meals to homebound older adults aged 60+. S&DS delivers Meals on Wheels in Springfield and outlying communities as well as operates all Café 60 dining rooms. The delivery of Meals on Wheels in Eugene is contracted through FOOD for Lane County.

Café 60 serves tasty, nourishing noon meals in friendly dining rooms in nine Lane County communities.

**Meals on Wheels (MOW)** offers nourishing meals and a regular safety check to home bound older adults in eight Lane County communities.

Depsite COVID-19, Café 60 dining locations and Meals on Wheels routes continued to operate. Operations were modified to ensure precautions that prioritized the safety of meal recipients, staff, and volunteers. At our Café 60 dining locations, meals are only served to-go during the normal lunch hours at each site.

All Meals on Wheels routes continued to operate with volunteers. Our volunteers did not have direct contact with meal recipients in order to minimize health risks for all parties. These health risks were alleviated by a "knock and drop" approach that allowed us to continue to check on our consumers while maintaining appropriate social distancing measures.

\$510,071

Raised for Senior Meals Program in Lane County



1,814

People received meals through MOW



202,861

**MOW** meals delivered

686

People served in Café 60



61,680

Meals served at Café 60

## **Oregon Project Independence**

**Oregon Project Independence (OPI)** provides limited in-home services to older adults aged 60+ who need help to continue living independently in their own homes. The goal of OPI is to prevent or delay nursing facility placements.

Services may include Housekeeping, Personal Care, Meals on Wheels, and help paying for Assistive Technology such as Emergency Response Systems and Medication Management devices. Housekeeping and Personal Care services in FY22 were primarily provided by contract with Addus Health Care.

In 2014, S&DS was selected as a pilot location to test the expansion of OPI to adults with disabilities ages 19-59 and has proven a valuable addition to the services available to those aged 19-59.

My husband is 48 and has a disability, could he qualify for OPI?

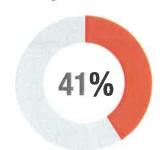
Yes, adults ages 19 – 59 may qualify for OPI in Lane County thanks to a Pilot Program expanding services to adults with disabilities.

I cannot manage everything myself anymore and am worried I will have to move into a nursing home. I need just a little assistance, can OPI help me?

OPI may provide that little bit of help to keep you independent. The goal of the program is to keep you in your home and out of a nursing facility. "OPI helps fill the gap for the in-home services I need to help me maintain my independence at home."

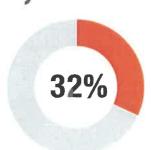
OPI recipients: Adults aged 60+

189 21,813



OPI Pilot recipients: Adults with disabilities aged 19-59

58 5,127



People received OPI services

Hours of in-home service provided

Participants received
Assistive Technology help

## **Health Promotion Programs**



As a result of the pandemic, S&DS had to pause our Health Promotion Program for the majority of FY22. In the winter of 2021, an S&DS Disease Prevention and Health Promotions Program Coordinator was hired and trained to restart these programs in the community. In January of 2022, health promotion classes restarted and were conducted virtually.

S&DS offers a variety of evidence-based health promotion programming. These workshops, classes, and one-on-one activities are all free to the public and offered virtually and will soon be available in person. Programming includes:

#### **Living Well Workshops**

These 6-week workshops help participants with chronic pain, diabetes, or other chronic conditions learn how to better their health by learning about nutrition, exercise, goal setting, and improving communication skills. S&DS has 3 different specialized types of Living Well workshops:

- Living Well with Chronic Pain
- Living Well with Diabetes
- Living Well with Chronic Conditions



This past year S&DS offered workshops serving 31 participants

#### **Walk with Ease**

This 9-week group walking course usually meets twice weekly. The groups complete stretching and strengthening exercises, and are led on a progressively longer walk, with the goal of increasing physical activity and endurance.



#### **Powerful Tools for Caregivers**

Participants learn skills to better handle the challenges of caregiving for adults suffering from stroke, Alzheimer's, Parkinson's, or other conditions. Geared toward un-paid family caregivers, this community-based program is conducted in small groups over a 6-week period.



## **Community Programs**

# **Senior Companion Program through Lane Community College**

Part of the Corporation for National & Community Service, this program provides supportive services and companionship to isolated consumers.

While similar to the ElderHelp program, Senior Companion differs as volunteers must be age 55+, volunteer 15-40 hours weekly, and meet low income guidelines. Senior Companions receive a modest stipend.

151 People Served, 5,510 Volunteer Hours



#### Senior Law - Oregon Law Center

Consultations on non-criminal legal matters are provided free of charge. Services are based in community centers throughout Lane County.

787 People Served, 3,648 Attorney/Volunteer Hours



# **Supportive Services – Lane Senior Support Coalition (LSSC)**

LSSC is a local nonprofit that maintains an emergency support fund for at-risk seniors. Funds are used for services or products that are not currently eligible to be paid by other local, state, or federal funds/programs. Funds are typically used to pay for one-time expenses, such as an overdue utility bill, minor home repair, or unexpected uncovered medical expense. To donate, visit www.lanessc.org.

80 People Served with over \$25,000 of emergency assistance

#### **Money Management**

Money Management services help adults remain as independent as possible. Volunteers help with bill paying or act as Representative Payees for Social Security Benefits.

143 People Served, 4,038 Service Hours

## **Eligibility Services**



Eligibility Services workers determine eligibility for the Supplemental Nutrition Assistance Program (SNAP, formerly Food Stamps) and many state and federally funded medical programs for those not in need of in-home or facility based services.

SNAP is a federal nutrition program designed to supplement the food budgets of people with a low income. Benefits may be used at grocery stores, farmers markets and other approved food retail stores. Benefits may be spent on food or plants and seeds to grow nutritious vegetables and fruits at home.

Medical program eligibility determined by S&DS includes Medicaid and Medicare Savings Programs for low income older adults age 65+ and adults with disabilities. Medicare Savings Programs may help cover the costs of Medicare premiums and for those with very low income, Medicare deductibles and co-pays.

Who qualifies for SNAP (Food Stamps) through S&DS?

Adults with disabilities age 18+ or older adults age 60+ that meet eligibility requirements.

Will someone speak my language when I register for services?

Yes, staff is available on site for Spanish, Russian, and ASL. Accommodations, however, will be made for all languages.



589

Average monthly new requests for SNAP benefits

12,806

Per month average of open SNAP or Medical services cases



285

Average monthly new requests for Medical benefits

365

Average caseloads per worker

## In-Home & Community-Based Care

Case Managers coordinate Medicaid and state funded programs to provide In-Home and Community-Based Care to keep older adults age 60+ and adults with disabilities living as independently as possible in the community. Specialized Case Managers also assist with hospital discharge planning and transitioning clients from more restrictive facilities to home or community-based care. Facilities Case Managers work with individuals in nursing homes and other long term care facilities.





4,299
People receiving

services



4,207
Total registered
Home Care workers



Agencies provide in-home assistance

**69** Average caseloads per Case Manager

The Transition & Diversion program helps individuals avoid unnecessary placements or lengthy stays in nursing facilities.

Transistions—Number of individuals transitioned from nursing homes

Diversion—Number of individuals who did not enter nursing homes

Estimated cost savings attributed to Transition & Diversion services

\$2,053,860

#### In-Home and Community-Based Care housing distribution through Case Managed Services

According to the AARP 2020 Long-term Services and Supports (LTSS) State Scorecard, Oregon is ranked the 4th best in the nation for LTSS.

2,934	Own Home with In-Home Assistance
825	Assisted Living or Residential Care Facility
393	Nursing Facility
135 Adu	It Foster Care

**Total referrals** 

to the program

## **Adult Protective Services**

Adult Protective Services is responsible for responding to all allegations of abuse or neglect involving older adults age 65+ and adults with physical disabilities. S&DS is also responsible for investigating allegations of abuse or neglect involving residents of licensed care facilities such as adult foster homes, residential care facilities, assisted living facilities and nursing homes.

Neglect by caregiver and financial exploitation are the most common types of abuse.

Abuse Allegation	Investigated	Substantiated
Potential Financial Exploitation	592	19%
Potential Neglect by Caregiver	823	28%
Potential Verbal Abuse	434	21%
Potential Self Neglect	581	15%
Potential Physical Abuse	213	26%
Potential Sexual Abuse	31	6%
Potential Abandonment	3	33%
Other Reasons	57	17%
Totals	2,734	22%

Residential Type	Investigated	Substantiated
Adult Foster Home	53	30%
Assisted Living Community	229	37%
Community	1,980	18%
Residential Care Facility	472	28%
Totals	2,734	22%

Note: A new state system for tracking Adult Protective Services launched in Fiscal Year 2019. Data is tracked differently than prior years. Some data is no longer available at the local level.

Each June, for Elder Abuse Awareness Month, S&DS launches a multi-media campaign to raise awareness about elder abuse. Ads are placed online, on TV, and air over the radio. In FY22, S&DS completed 210 activities targeted at public awareness about elder abuse.



# **Program Data Comparison**

#### **Three Year Fiscal Year Comparison**

Aging and Disability Resource Connection (ADRC)	FY22	FY21	FY20	% Change FY21 to FY22
ADRC Call Type by Percentage				
Food / Financial	17%	18%	18%	-6%
Health Care / Insurance	15%	14%	12%	7%
In-Home Care Needs	38%	35%	33%	9%
Housing	6%	6%	10%	0%
Phone Calls Answered	18,931	18,884	18,047	0%

Senior Connections	FY22	FY21	FY20	% Change FY21 to FY22
Persons Receiving Case Management	1,057	1,369	1,684	-23%
LTD Ride Assessments	5,565	3,675	2,817	51%
Reassurance Contacts Made	5,510	6,494	12,220	-15%
Persons Who Received Energy Assistance	608	586	792	4%

Senior Meals	FY22	FY21	FY20	% Change FY21 to FY22
Persons Who Received MOW	1,814	1,916	1,375	-5%
Total Meals Delivered	202,861	199,565	192,421	2%
People Served at Café 60	686	699	931	-2%
Total Café 60 Meals Served	61,680	71,798	71,206	-14%
Total Senior Meal Fundraising	\$510,071	\$389,808	\$529,904	31%

Oregon Project Independence	FY22	FY21	FY20	% Change FY21 to FY22
Total person 60+ with Any OPI service	189	187	229	1%
Total persons 19-59 with Disabilities with Any OPI service	58	68	82	-15%

Health Promotion Programs	FY22	FY21	FY20	% Change FY21 to FY22
*Due to COVID-19 & staff changes, Health Promotion Programs were put on ho	ld in March 2020. In F	Y22, these prog	rams resumed.	
Living Well Workshops				
Participants	31	0	63	100%
Workshops Offered	3	0	6	100%
PEARLS *Funding was terminated in August 2020.				
Participants Screened	0	0	42	0%
Estimated Program Hours	0	0	842	0%

# **Program Data Comparison**

Community Programs	FY22	FY21	FY20	% Change FY21 to FY22
Senior Law - Oregon Law Center				
People Served *rate increase	787	837	973	-6%
Total Attorney/Volunteer Hours	3,648	3,193	3,231	14%
Money Management				
People Served	142	173	181	-18%
Service Hours	4,038	4,252	3,081	-5%

Eligibility Services: SNAP & Medicaid	FY22	FY21	FY20	% Change FY21 to FY22
Average Worker Caseload	356	820	676	-57%
Average Open Cases per month  **FY21 ONE system launched. Initial applications to the system in FY21 increased the workload for FY21. FY22 shows normal operations in the ONE system.	12,806	31,162	18,931	-59%

Case Managed In-Home Care Services	FY22	FY21	FY20	% Change FY21 to FY22			
Living Situation							
Living in Own home *Increasing need for in-home services	2,934	2,980	3,048	-2%			
Adult Foster Care (data reflects S&DS Medicaid beds only)	135	163	241	-17%			
Assisted Living/Residential Care Facility	825	779	883	6%			
Nursing Facility	393	455	506	-14%			
Other Case Managed Data							
Average Worker Caseload *actual caseloads are higher due to staffing shortages and workload allocations during the pandemic	69	88	84	-22%			
Total Persons Served	4,299	4,528	4,644	-5%			
Total Registered Home Care Workers	4,207	3,958	3,753	6%			
Transition & Diversion							
Total T&D Referrals *COVID-19 decreasing the frequency of moves	265	106	173	150%			
Transitions from Nursing Homes *COVID-19 decreasing the frequency of moves	58	45	75	29%			
Diversion from Nursing Homes *Less diversions in FY21 due to COVID-19	34	3	4	1033%			

## **Program Data Comparison**

Adult Protective Services	FY22	FY21	FY20	% Change FY21 to FY22
Abuse Allegation Types Investigated				
Potential Financial Exploitation	592	470	730	26%
Potential Neglect by Caregiver	823	751	1,113	10%
Potential Verbal Abuse	434	361	377	20%
Potential Self Neglect	581	599	695	-3%
Potential Physical Abuse	213	184	219	16%
Potential Sexual Abuse	31	28	35	11%
Potential Abandonment	3	10	7	-70%
Other Reasons	57	30	37	90%
Totals	2,734	2,433	3,213	12%
Abuse Allegations Substantiated by Type				
Potential Financial Exploitation	19%	20%	18%	-1%
Potential Neglect by Caregiver	28%	31%	26%	-3%
Potential Verbal Abuse	21%	20%	22%	1%
Potential Self Neglect	15%	16%	18%	-1%
Potential Physical Abuse	26%	21%	26%	5%
Potential Sexual Abuse	6%	7%	11%	-1%
Potential Abandonment	33%	60%	43%	-27%
Other Reasons	16%	23%	14%	-7%
Average Substantiated	22%	23%	21%	-1%

Note: A new state system for tracking Adult Protective Services launched in Fiscal Year 2019. Data is tracked differently than prior years. Some data is no longer available at the local level.







