



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 city of residence, and are allowed up to 3 minutes to speak. The Council will not engage in lengthy discussion or make any decisions during public comment. The Council may take comments under advisement for discussion and action at a future Council meeting.

6. Mayor Comments / Announcements / Proclamations

7. Council Comments / Announcements

8. Consent Agenda

8.1 Minutes from previous City Council meeting(s) on: **2/15/24**

9. Appointments

9.1 Jude Anderson Admin Committee, OEDAC, and Planning Commission applications

9.2 Susan Goddard Budget Committee *and* WAC Subcommittee applications

9.3 Potential Removal of Committee Members

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

10.1 Offer on 48372 Commercial Street

11. Business from the City Council

11.1 University of Oregon Sustainable City Year presentation and funding request

11.2 Alcohol permit for Oregon 200 Race

11.3 RAIN Catalysts MOU contract renewal (for July 1, 2024 – June 30, 2026)

11.4 TRT Block Grant Program allocation for 2024

11.5 WeRSharp request to rent food storage space in the WAC

11.6 TV Butte/Old Hazeldell Quarry Opposition Letter & Old Dunning Road Landfill Issue

12. Business from the City Administrator

12.1 Safe Lane Coalition safe driving practices community survey: www.surveymonkey.com/r/SLDr2024

12.2 Requests to place Sasquatch Fest & TPF advertising banners on city property

12.3 Other city business updates and issues

13. Items removed from the Consent Agenda

14. Ordinances and Resolutions (with Public Comment)

See the Public Hearing for Resolution 03-2024 below

15. Public Hearings

15.1 Resolution 03-2024 Supplemental Budget #2 for Fiscal Year 2023-2024

16. Department/Staff or Board/Committee/Commission Reports

16.1 Admin Committee (Kinyon)

16.2 Public Safety Committee (Coker)

16.3 Charter Review Subcommittee (Kinyon)

16.4 Library Board (Tarman)

16.5 OEDAC (*Vacant - CA*)

16.6 Admin Committee (Kinyon)

16.7 RTMP/TRT Committee (Kinyon)

16.8 Planning Commission (Zylstra)

16.9 Parks & Community Services Committee (Zylstra or Tarman)

16.10 WAC Subcommittee (Hollett)

16.11 WAC Funding Committee (Mayor Cutchen)

16.12 Oakridge-Westfir Chamber of Commerce Monthly Newsletter

16.13 Oakridge Air February Newsletter

17. Other Business

18. Public Comment

19. Adjourn

Citizens have four ways of attending and commenting at a City Council meeting:

1. **Via Zoom on your computer or smartphone at: <https://us02web.zoom.us/j/3664311610>**
2. **Via phone by dialing: 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 Oakridge City Hall (48318 E. 1st Street).**

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

Videos of all City Council meetings can be found on YouTube at www.youtube.com/@cityofOakridgeCouncilComm8088

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.*



February 15, 2024 @ 6:00 p.m.
Regular Session
City Hall Council Chambers and Zoom
48318 E 1st Street
MINUTES

1. **Call Meeting to Order- 6:00 pm** – Council President Kinyon will be running the meeting in the absence of Mayor Cutchen

Council Present: Councilors Dirk “Poncho” Tarman, Dawn Kinyon, Michelle Coker, Chrissy Hollett and Kelly Brewer.

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

2. **Pledge of Allegiance**

3. **Roll Call**-Mayor Cutchen and Councilor Bjarnson were excused.

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

Add 11.3 Request to apply for the Assistance to Fire Fighters Grant

Add 11.4 UBRA Signs

5. **Public Comment**

Sabrina Ratkowski-spoke about the Old Hazeldell Quarry and former dumpsite and asked about the City’s letter of opposition to the quarry.

Louis Pokorny-spoke about Old Hazeldell Quarry and the dumpsite.

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

None

7. **Councilor Comments / Announcements**

Councilor Coker-the city wide thefts topic will be discussed at the next Public Safety Committee.

Councilor Hollett-they are looking for submissions for the water tower art project.

8. **Consent Agenda**

8.1 Minutes from previous City Council meeting 2/1/2024

Motion: Councilor Brewer moved to approve the consent agenda. Councilor Tarman seconded the motion.

Passed unanimously 5-0

9. **Appointments**

James- read the issue.

9.1 Annie Brown Library Board Application

Motion: Councilor Hollett moved to approve Annie Brown's application for seat 5 on the Library Board, for a 3 year term expiring at the end of December 2026. Councilor Brewer seconded the motion.

Tarman (aye), Kinyon (aye), Coker (aye), Brewer (aye), Hollett (aye). Motion passed 5-0

9.2 Randolph Beers Planning Commission

Motion: Councilor Brewer moved to approve Randolph Beers' application for seat 6 on the Planning Commission for a 4 year term expiring at the end of December 2027.

Brewer (aye), Hollett (aye), Kinyon (aye), Coker (aye), Tarman (aye). Motion passed 5-0

9.3 Jeri Reed Admin Committee Application

Motion: Councilor Brewer moved to approve Jeri Reed's application for seat 5 on the Administration Advisory Committee for a 3 year term expiring at the end of December 2026. Councilor Hollett seconded the motion.

Coker (aye), Brewer (aye), Tarman (aye), Hollett (aye), Kinyon (aye). Motion passed 5-0

9.4 Pam Bowles Admin Committee Application

Motion: Councilor Brewer moved to approve Pam Bowles' application for seat 6 on the Administration Advisory Committee for a 3 year term, expiring at the end of December 2026. Councilor Coker seconded the motion.

Hollett (aye), Tarman (aye), Kinyon (aye), Coker (aye), Brewer (aye). Motion passed 5-0

10. Business from the City Council

10.1 Presentation by Lane County Medical Society re Medical Services for Rural Communities

Councilor Kinyon-introduced the issue.

Shondra Holliday-spoke about the services they provide to communities like ours. They need someone from our community to be a voice for us.

Heidi Henry- is the non-profit consultant, she spoke about the importance of having someone to be our voice and left applications for citizens to apply.

10.2 Letter of Support for EPA Community Change grant for the WAC

James-read the issue.

Motion: Councilor Brewer moved to approve the draft letter of support for Lane County's application for an EPA Community Change Grant. Councilor Tarman seconded the motion.

Brewer (aye), Tarman (aye), Kinyon (aye), Hollett (aye), Coker (aye). Motion passed 5-0

10.3 Sweetvine Café Liquor License Application

James-read the issue.

There was discussion regarding whether or not they will need a Conditional Use Permit.

Motion: Councilor Hollett moved to approve Sweetvine Café's liquor License application, recommending that OLCC issue the business a liquor license pending additional information. Councilor Coker seconded the motion.

Hollett (aye), Tarman (aye), Kinyon (aye), Coker (aye), Brewer (aye). Motion passed 5-0

11. Business from the City Administrator

11.1 Speed Bumps Staff Report

James-read the issue.

Rick-presented information to the council regarding speed humps.

Motion: Councilor Tarman moved we direct staff to install at least four speed humps on School Street. Councilor Brewer seconded the motion.

Councilor Tarman- rescinded the motion.

Motion: Councilor Tarman moved to follow the tsp and work with Safe Routes to Schools to come up with a better design plan. Councilor Hollett seconded the motion.

Brewer (aye), Tarman (aye), Hollett (aye), Coker (aye), Kinyon (aye). Motion passed 5-0

11.2 Proposed FY 24-25 Budget Calendar

James-read the issue. He did add additional meetings, just in case we needed them.

The FY 24-25 budget calendar was approved by the council.

11.3 Permission to apply for FEMA Assistance to Firefighters Grant

James-read the issue. There is a 5% match, but there is a separate application for a hardship waiver for the 5%.

Motion: Councilor Brewer moved to allow the Fire Department to apply for a FEMA "Assistance to Firefighters Grant". Councilor Tarman seconded the motion.

Hollett (aye), Tarman (aye), Coker (aye), Brewer (aye), Kinyon (aye). Motion passed 5-0

11.4 UBRA Sign

Motion: Councilor Hollett moved to allow UBRA to place their signs on our "Welcome to Oakridge" signs on each end of town. Councilor Brewer seconded the motion.

Hollett (aye), Brewer (aye), Tarman (aye), Coker (aye), Kinyon (aye). Motion passed 5-0

11.5 Other City Business and Issues

James-the auditor will be in city hall next week, we are hoping to finish the audit next month.

The Governors Regional Teams Meeting was moved to March 18, they will be able to make this meeting. James asked if any other Councilors would be able to attend. Councilors Tarman and Hollett are interested in attending.

NAMI, the mental health group that was here in August have enough volunteers to start in March.

Lane County is paying for Cahoots to have a substation here in Oakridge, they will be here 12 hours a day, 7 days a week. The hours that they won't be here they will come from Eugene if needed. They will possibly start on April 1st.

12. Items removed from the consent agenda-none

13. Ordinances and Resolutions (with public comment)

13.1 Resolution 02-2024 Opting in to ORS 105.668

James-read the issue

There was no public comment.

Motion: Councilor Tarman moved to approve Resolution 02-2024 after a first reading. Councilor Kinyon seconded the motion.

Kinyon (aye), Coker (aye), Hollett (aye), Brewer (aye), Tarman (aye). Motion passed 5-0

James-read Resolution 02-2024.

Motion: Councilor Tarman moved to approve and adopt Resolution 02-2024, after a 2nd reading by title only. Councilor Coker seconded the motion.

Tarman (aye), Coker (aye), Brewer (aye), Kinyon (aye), Hollett (aye). Motion passed 5-0

James-read 02-2024 by title only.

14. Public Hearings-none

15. Department/Staff and Board/Committee/Commission Reports

15.1 Finance Report

Colleen-asked for questions. There were no questions. She showed examples of some of the problems she is having with Asyst.

15.2 Police Report

Chief Martin-gave his report.

15.3 Fire/EMS Report

Chief Hollett-due to technical difficulties he was unable to give the report, a copy of the report is in the council packet.

15.4 Public Works Report

Rick-gave the public works report

16. Other Business-none

17. Public Comment-none

18. Adjourn 7:50 pm

Signed: _____
Bryan Cutchen, Mayor

Signed: _____
Jackie Taylor, City Recorder

Business of the City Council

City of Oakridge, Oregon

March 7, 2024

Agenda Title: Committee Applications and Potential Committee Member Removals

Agenda Item No: 9.1-9.3

Proposed Council Action: Motions from the floor to approve

Exhibits: Applications, Committees Spreadsheet

Author: CA

ISSUE:

Jude Anderson has applied to serve on the Administration Advisory Committee, the OEDAC, and the Planning Commission. **Susan Goddard** has applied to serve on the Budget Committee and the WAC Subcommittee. Their applications are included as exhibits. None of these seats are contested. Both applicants were notified of the requirement to attend tonight's meeting in-person or via Zoom.

Linda Dunham currently serves on the Budget Committee, but has not responded to multiple phone calls, voicemails, and emails, requesting her to respond as to whether or not she wishes to continue serving on the committee. I am recommending she be removed from the committee.

FISCAL IMPACTS: None

OPTIONS: Approve or deny the applicants and potential removals

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTIONS:

"I move to approve **Jude Anderson's** application for seat **3** on the **Administration Advisory Committee**, for a 3-year term, expiring at the end of December 2026."

"I move to approve **Jude Anderson's** application for seat **6** on the **OEDAC**, for a 3-year term, expiring at the end of December 2026."

"I move to approve **Jude Anderson's** application for seat **1** on the **Planning Commission**, for a 4-year term, expiring at the end of December 2027."

"I move to approve **Susan Goddard's** application for seat **5** on the **Budget Committee**, for a 3-year term, expiring at the end of December 2026."

"I move to approve **Susan Goddard's** application for a seat on the **WAC Subcommittee**."

"I move to approve removing **Linda Dunham** from the **Budget Committee**."

STRATEGIC THEMES/GOALS INVOLVED: All

COMMITTEES - As of 3/5/2024

Resolution	04_2023	2017-2020	18-2020	06_2022	N/A	state law	15-2020	07_2022	Ord 32&751	03_2023	N/A
	Admin.	Parks & Community Services	Public Safety	Audit	Charter Review (Sub-C)	Budget	Library Board	RTMP & TRT	Planning Commission	OEDAC	WAC (Sub-C)
Staff:	CA (s)	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	CA
Meeting Dates:	3rd Wednesday at 6pm	2nd Monday at 5:30pm	4th Tuesday at 6pm	4th Monday at 5pm	2nd & 4th Thursdays at 6pm	Varies	2nd Tues every other month at 5:15	2nd Tuesday at 7pm	3rd Tuesday at 7pm	2nd Wednesday at 5pm	1st Monday at 5:30
Councilor	Kinyon	Tarman	Coker	Bjarnson & Kinyon	Kinyon	ALL	Tarman	Kinyon (S)	N/A	?	Hollett
Chair:	Kinyon	Nehmer	Ackland	Kinyon	McNatt	?	Cabello-Penn	Metcalf	Gobelman	Ackland	Hollett
TERMS:	3 year terms	3 year terms	3 year terms	2 year terms	N/A	3 year terms	3 year terms	3 year terms	4 year terms	3 year terms	N/A
Seat 1 2024, 2027	OPEN	Kevin Gobelman	David Ackland	Brenna Chrisman (Budget)	Matthew McNatt	Lisa Samuelson	Laurie Patty	James Winkelman	*Jude Anderson	Kevin Gobelman	Sheri Kendall
2024, 2027	Cyma Lovell-Beers	Leo Robb	OPEN	X	Altemus-Pope	OPEN	Cyma Lovell-Beers	Mike Leander(VC)	Kevin Gobelman	Rustie Ackland	Bobbie Whitney
2022, 2025,	*Jude Anderson	Lynda Kamerrer	Marietta Thompson	X	Jan Christensen	Lynda Kamerrer	Jeri Reed	Meagan Metcalf	Meagan Metcalf	Sarah Altemus-Pope	Bev McCulley
2022, 2025,	Chris Winchester	Heather Buley - VC	"Tink" Marquardt	X	Sue Cathcart	Cyma Lovell-Beers	Jeannie Cabello-Penn	Kelly Wynant	Stan Barenboim	sec- Kelly Wynant	Lloyd-Parks
2023, 2026,	Jeri Reed (vc)	Jason Nehmer	Marty Scott - VC	X	Chris Winchester	*Susan Goddard	Annie Brown	OPEN	John McClelland	Tera Rivera	Lauri O'Neill
2023, 2026,	Pam Bowles	Thomas Lyons	OPEN	X	Jeri Reed	vc-Brenna Chrisman	Terry DeLoach	OPEN	Randolph Beers	*Jude Anderson	Marietta Thompson
Seat 7 2025			Hazeldeil Rep		Kathy Holston	**Linda Dunham?	Samuelson (Librarian)		Donald Grant	Michelle Emmons Chamber	Jeff Reed
Seat 8			Mayor Williams		OPEN (up to 15)						"Tink" Marquardt
Seat 9	*Applicant		Dave McGrath -			*Applicant			*Applicant	*Applicant	*Susan Goddard
Seat 10						**Removal?					*Applicant



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.

Committee or type of volunteer work you are interested in:

Name: Jude Anderson

Address: 46443 Westfir Rd, #20, Westfir, OR 97492

Is your residence in the City of Oakridge: YES NO

Telephone where you can be reached: (631) 897-3817

Employer/Occupation: Senior Associate & Economic Development Practice Lead,
The Goodman Corporation (full-time, remote)

E-mail Address: judeanderson421@gmail.com

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

13 years of public and private urban planning, strategic planning, and economic development experience working in over 40 communities across the US (populations ranging from approx 10,000 - 100,000). 2023 served as Lane County Community & Economic Development Manager. 2022, Administrator for a tax-increment reinvestment zone in Houston (TIRZ 15).
In order to do a brief background check, please provide the following information:

Date of Birth: Place of Birth: Tomball, Texas

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): Jude Anderson

Participant Signature: *Jude Anderson*

Date: 2/21/2024



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.

I am increasingly interested in the economic trajectory of Oakridge and Westfir since I moved to Lane County last year. I moved to Westfir from Eugene recently to become more involved. As a consultant, I have been exposed to many ways of achieving success in small rural communities. I see so much opportunity for this area through growth in recreation, arts, creative sectors, and remote work. Yet I understand the complexities and challenges that come with doing so in a region still transitioning from its historical roots and the loss of a natural resource intensive economy.

I know I have much to learn, but I do know that this work is more a marathon than a sprint. There is a lot of momentum, but still a long way yet to go to achieve a sustainable path. I have a lot of expertise and technical skills which I think could be very useful to other leaders and groups across the community. I believe I can serve as an energetic, creative, and strategic mind with useful skills could help tie some things together. I also bring some relationships with the region and some state actors, and I know a fair amount about the federal grants landscape (particularly for the USDA and EDA).

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

Planning Commission	<input checked="" type="checkbox"/>	Budget Committee	<input type="checkbox"/>	Audit Committee	<input type="checkbox"/>
Administration Committee	<input checked="" type="checkbox"/>	Library Board	<input type="checkbox"/>	Parks & Community Services Committee	<input type="checkbox"/>
Public Safety Committee	<input type="checkbox"/>	Economic Development Advisory Committee	<input checked="" type="checkbox"/>	Rural Tourism & Marketing	
WAC Subcommittee	<input type="checkbox"/>				



City of Oakridge
PO Box 1410, Oakridge, OR 97463
Voice: 541-782-2258 TDD: 541-782-4232 Fax: 541-782-1081
Website: www.ci.oakridge.or.us

Planning Commission Applicant Questionnaire

- 1) Why do you want to become a member of the Planning Commission, and what specific contributions do you hope to make?

I recently moved to the area and would like to get more involved in ways that utilize my experience and skills. The area is going through a lot of change, and that can be hard for some to accept and for all in the community to feel they benefit from. I feel I have some communications and technical skills that can mitigate potential divisiveness or put some decisions in context because of my education and professional work. I have worked in over 40 communities across the US so I have some awareness of the range of alternatives we might consider or where we could look for more information.

- 2) Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will *not* disqualify you from consideration.)

In other communities: Former administrator of a tax increment reinvestment zone. Former non-profit executive board member. Active member with the Urban Land Institute and American Planning Association. As a consultant, worked on four comprehensive planning processes with teams of planners, although my work always focused on economic development matters (industrial and commercial land strategy, organizational development, tourism, job growth).

In this community: applying to serve on the OEDAC and Administrative committee. Joining committee and/or running for board seat with the Oakridge Chamber. Joining Oakridge Trails Alliance.

- 3) What topics or issues related to the Planning Commission most concern you and why?

Development applications and business permitting. I am interested in promoting economic growth and development in the city in ways which align current market realities (which are dynamic) with the Comprehensive Plan (which was recently updated but generally does not change very often and can be a challenge to remain tethered to as markets change).

- 4) Do you use and have access to reliable computer (or laptop etc.) and email?

Yes. I work 100% remotely.

- 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.

I work 4 days per week, which allows me time to dedicate to other endeavors and projects. That being said, I am committed to giving these projects the time they take to give an honest and fair consideration. If it takes time, it takes time. But I also know there are professionals we can utilize to support and/or advise if needed, so I hope the commission is able to leverage outside expertise when needed as well. I am never shy to admit something is outside of my expertise. We owe it to the public to commit to the role of serving due diligence on behalf of the community.

- 6) As a general rule, when do you feel variances and conditional uses should be granted?

I think they're critically important as one of many tools in the toolbox at a city's disposal to support growth. Comprehensive Plans and development codes cannot (and are not designed to) exist at the bleeding edge of changes in the marketplace or consumer demand. I think variances/conditional uses are powerful tools which allow for some piloting, innovation, and experimentation which can later result to changes in policy making conditional uses/variances irrelevant. They can therefore be seen as policy entrepreneurship. But thereafter: it is also as important to enforce existing policy and the conditions offered. If ultimately something fails in execution, we can amend

- 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?

I would weight staff reports highly in our considerations and work to enable their ability to leverage their expertise and support their work as much as we are able to.

- 8) Have you attended any Planning Commission meetings (for any city) in the past?

I have attended parts of many planning meetings over the years as a consultant working for developers in different capacities. For zoning approvals etc. I also attended last night's PC meeting considering the special use permit for the Diamond Peak wine bar and art gallery.



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.

Committee or type of volunteer work you are interested in:

Name: Susan Goddard
Address: 48228 Hwy 58, #48, Oakridge OR 97463
Is your residence in the City of Oakridge: YES NO
Telephone where you can be reached: 971-203-3671
Employer/Occupation: Orchid Health Clinic
E-mail Address: goddardsusan13@gmail.com

Do you have any special training, experience, knowledge or abilities that are related to this position or that would help the work of this position: Serve on WAC Committee, ran business budget,

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

Date of Birth: , , Place of Birth: Detroit, Michigan

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): Susan Goddard
Participant Signature: *Susan Goddard*
Date: 2/28/24



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.

I am interested in seeing how the budget here in Oakridge is ran. I would like to assist with making Oakridge a thriving city and a more sustainable place to call home.

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

Planning Commission	<input type="checkbox"/>	Budget Committee	<input checked="" type="checkbox"/>	Audit Committee	<input type="checkbox"/>
Administration Committee	<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Parks & Community Services Committee	<input type="checkbox"/>
Public Safety Committee	<input type="checkbox"/>	Economic Development Advisory Committee	<input type="checkbox"/>	Rural Tourism & Marketing	<input type="checkbox"/>
WAC Subcommittee	<input checked="" type="checkbox"/>				

Business of the City Council

City of Oakridge, Oregon

March 7, 2024

Agenda Title: University of Oregon Sustainable City Year Program presentation and funding request

Proposed Council Action: A motion from the floor to approve

Agenda Item No: **11.1**

Exhibits: Informational packet, slideshow presentation, Agreement Contract (draft)

Author: CA

ISSUE:

Megan Banks, the director of the University of Oregon Sustainable City Year Program (“SCYP”) will be in attendance (virtually) to talk to City Council about this program, wherein University of Oregon classes are paired with city partners to aid cities in various public planning, policy, economic development, finance, marketing, and other city projects. The core of the program is matching university courses (UofO students & faculty) with city governments to work on projects identified by the cities. For Oakridge, we have identified the following 8 projects:

- 1. Oakridge Industrial Park Development** - aid in marketing lots in the OIP, research targeted industrial sectors, and research alternative energy sources including micro-hydro, geothermal, and biomass
- 2. Housing Development** - aid in land use planning and research housing development strategies
- 3. Urban Renewal & TIF’s** - aid in researching urban renewal best practices and determine if a TIF would be viable in Oakridge
- 4. Willamette Activities Center Redevelopment** - aid in planning, development, and community outreach for the WAC redevelopment and remodeling project
- 5. City Website Development** - aid in improving the city website to build trust with the community, promote tourism, and attract new residents to Oakridge
- 6. Capital Improvement Planning** - aid in planning for water, sewer, and streets, parks, and other infrastructure and capital improvement projects, including identifying possible funding sources
- 7. Community Service Program for Oakridge Municipal Court** – develop policies and procedures for a voluntary Community Service program for the Muni Court
- 8. GIS Development** – for Public Works and Planning projects

The city has considered participating in the SCYP before, but costs were prohibitive. This year, the federal government has offered a 50% match of the required \$100,000 fee for the program, so the cost to the city is only **\$50,000**. The projects could be initiated during the 2024/2025 and 2025/2026 academic years, to spread out our investments. Depending on which projects are done, the \$50,000 in required funds would come from the Water, Wastewater, OIP, WAC, General, Municipal Court, and/or Professional Services funds. The exact amounts from each fund would be determined during the upcoming budget cycle. The \$50,000 would be due after July 1, 2024 (next fiscal year 24/25), and could be split over 2 installments over 2 fiscal years (24/25 and 25/26).

An information packet and slideshow presentation are included as exhibits, both of which are specific to Oakridge. A draft of the mast agreement contract is also included. More information on the program and examples of past projects are available on the SCYP website: <https://sci.uoregon.edu/sustainable-city-year-program-0>

FISCAL IMPACTS: \$50,000.00

OPTIONS: Approve or deny

STAFF (CA) RECOMMENDATION: Deny (based on costs)

RECOMMENDED MOTION: *"I move to approve \$50,000 in funding to participate in the University of Oregon Sustainable City Year Program."*

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 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 #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.

SCYP Sustainable City Year Program

To: CITY OF OAKRIDGE CITY COUNCIL
From: Megan Banks, University of Oregon Sustainable City Year Program Director
Date: February 1, 2024
RE: UNIVERSITY OF OREGON SUSTAINABLE CITY YEAR PROGRAM

Background

The Sustainable City Year Program (SCYP) takes University of Oregon faculty and students from the classroom to the community, working in a particular jurisdiction on community identified projects ready for action. Over an entire academic year, hundreds of UO students and faculty provide ideas for real solutions to community challenges and sustainable development. Since 2009, successful SCYP partnerships have occurred in cities as large as Salem and Gresham, and as small as La Pine and Sisters. This "Oregon Model" has been adopted by more than 50 other universities across the United States and is being disseminated globally on three other continents with the help of the United Nations.

This partnership approach has a proven record of impact and success for all involved and student recommendations are often implemented, moving cities farther faster. Cities benefit from a variety of disciplines across campus—planning, architecture, business, law, public policy, landscape architecture, geography, public relations, historic preservation, journalism, product design, nonprofit management, as well as others—all working to advance city priorities.

SCYP recognizes that smaller cities have just as many needs as larger cities, but fewer resources. Regardless of size, cities are balancing the time, capacity, and political space to complete the multitude of tasks required of them. SCYP students and faculty have access to the latest ideas, best practices and bring capacity to move things forward. In addition, the SCYP engagement creates a highly increased level of attention, focus, and impact from the faculty, students, university administrators, elected officials, city staff, stakeholders, potential consultants, and citizens involved.

Funding Opportunity

A 2024-25 SCYP partnership takes advantage of matching funds secured by U.S. Senators Ron Wyden and Jeff Merkley as well as former Congressman Peter DeFazio. For the next two years, the university will provide a 1:1 match to whatever the city contributes, so city funds totaling \$50,000 would equate to a \$100,000 partnership.

We look forward to exploring the project opportunities and local impact a partnership with SCYP would provide.

Eugene
1209 University of Oregon
Eugene, OR 97403
(541) 346-3582
sci.uoregon.edu

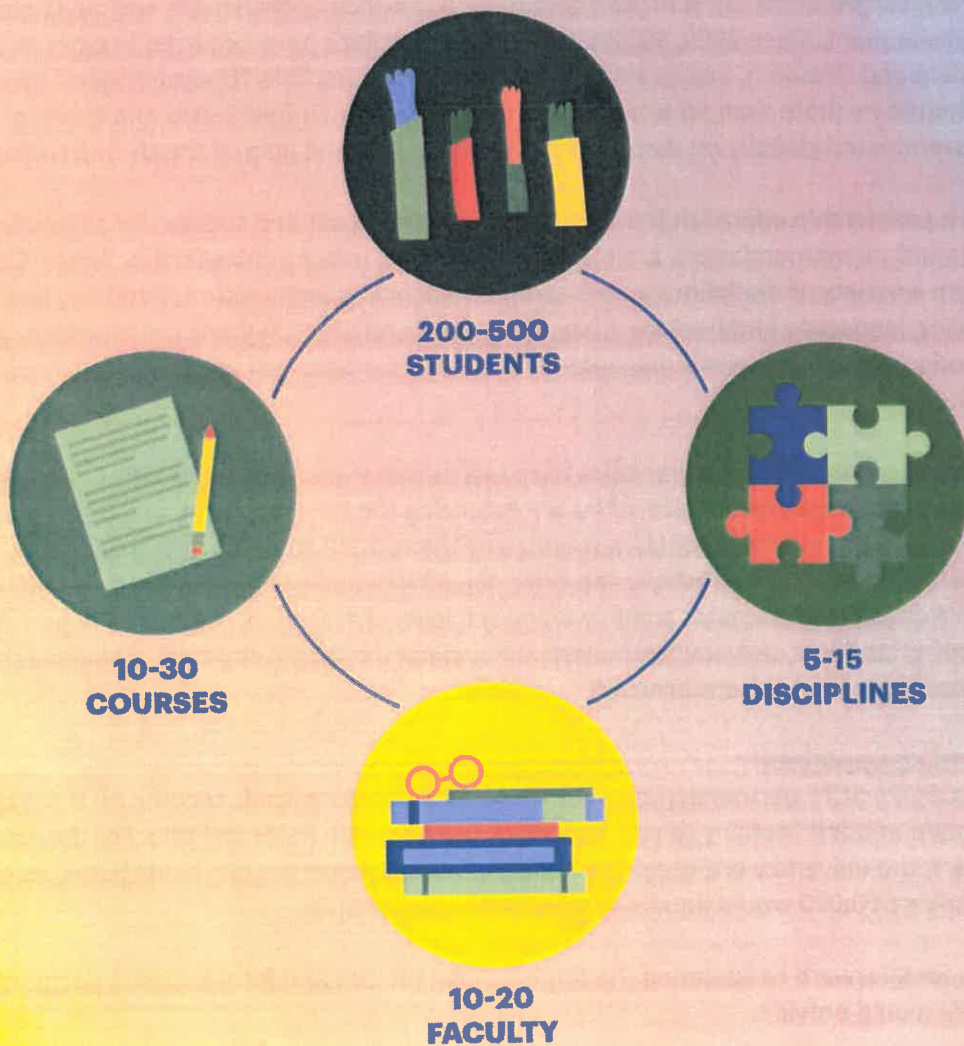
Portland
70 NW Couch Street
Portland, OR 97212
(503) 412-3729





A YEAR WITH SCYP

More than a report on the shelf. SCYP matches courses to community-identified projects over an entire academic year.



What is SCYP?

The Sustainable City Year Program harnesses the innovation and talent of University of Oregon students and faculty to strengthen Oregon communities. SCYP classes explore creative new solutions to challenging problems.

Learning through SCYP inspires action, with engagement that is unprecedented and has significant impact for communities and Oregon's future workforce.



ECONOMIC REVITALIZATION

Pettit Property Visioning

Landscape architecture students conceptualized income-generating options for **Silverton's** 80-acre Pettit Lake property. Design ideas included day-use areas, campgrounds, an amphitheater, and a wildlife interpretation center.

IMPROVING TRANSPORTATION

Family-Friendly Bicycle Systems

Planning students analyzed key infrastructure to increase **Redmond's** walkability and bikeability. Sixteen of 18 student suggestions are included in Redmond's Transportation System Plan, and various recommendations for improvements are being incorporated into city street projects.

Multimodal Transportation Options

Students considered how to improve the mobility environment and evaluated the feasibility and appropriateness of travel modes such as golf carts, electric bikes, scooters, autonomous vehicles in **Troutdale's** Town Center zone.

Downtown Wayfinding

Geography students analyzed **Medford's** downtown core and recommended key wayfinding sign locations that are now being placed to direct pedestrians and cyclists.

ENGAGING COMMUNITIES

The Value of Community

Journalism students focused on economic development for **Springfield**. Through photographs of people and their professions, students projected the value of industry through the lens of valuing people to reflect Springfield's Pride of People, Products and Place.

A City's Information Ecosystem

Students surveyed **Hermiston** residents and conducted community outreach to understand the city's information ecosystem. Students recommended gathering spaces, collaboration between news outlets, professional journalists' online participation, and publishing Spanish content.

Equity & Cultural Mapping

Students analyzed the geography of **Albany's** underserved populations and identified places where the city could connect communities with increased access to services, transit, and amenities.

Senior Center Strategic Planning

La Pine's Senior Center Board of Directors worked with Nonprofit Management students to interview stakeholders, research the organization and market, and ultimately provide recommendations to increase the center's efficiency and sustainability.



Megan Banks
SCYP Director
mbanks@uoregon.edu
541-346-6395

Nico Larco, AIA
SCI Co-Director
nlarco@uoregon.edu

Marc Schlossberg, PhD
SCI Co-Director
schlossb@uoregon.edu

1209 University of Oregon
Eugene OR 97403-1209
sci@uoregon.edu

RESILIENT LOCAL FINANCE

Affordable Housing Funding Options

Students analyzed **Sisters'** affordable housing fund and brainstormed additional revenue sources. Recommendations provided revenue certainty, ease of implementation, and value from high-traffic industries.

Industrial Ecology

Business and Management students recommended strategies for expanding industrial by-product reuse. Since turning waste into energy, the City of **Salem** is earning a recurring \$800,000 in tipping fees.

Efficient Public Lighting

A multi-disciplinary student collaboration designed energy-efficient streetlights in **Salem** and created sustainable funding sources to support these lights.

ENHANCING COMMUNITY SPACES

Multidisciplinary Collaboration in Albany

Business, Architecture, and Planning students analyzed the market feasibility of restoring **Albany's** historic St. Francis Hotel, created adaptive reuse designs, and explored neighborhood connections to enhance the hotel and surrounding area.

Airport Marketing and Master Landscape Plan

Business students recommended asset improvements for the **Redmond** Municipal airport while Landscape Architecture students proposed vibrant new master landscape plans.

Elementary School Site Planning and Design

The City, School District, and Parks and Recreation District in **Sisters** wanted to evaluate the existing Sisters Elementary School site after the school moves. Planning students proposed new land uses and transportation networks while architecture students designed buildings and spaces that could adapt to society's changing needs.

Public Library Design and Programming

Architecture students rendered a series of design options for **Springfield's** new library building, focusing on sustainable technology and maximizing utility for the entire community.

Multi-Sports Complex Feasibility Analysis

The City of **Redmond** leveraged students' work toward \$50,000 from a local government and non-government working group to further the project based on students' initial analysis.





WHAT PEOPLE ARE SAYING ABOUT SCYP:

“

It has really been successful — beyond my wildest dreams. I know we will be using this work for years and years to come; we are going to make as many of these projects reality as we can.

Linda Norris,
Salem City Manager

”

“

“SCYP students brought energy, focus, and imagination to several long-standing transportation needs that impact livability, particularly in downtown Salem. Some of the best ideas generated by the students have since been refined and are now in design with construction anticipated in the next couple of years!”

Julie Warncke,
Transportation Planning Manager,
City of Salem Public Works Department

”

“

The SCYP program has been an excellent collaboration between the City of Redmond and the University of Oregon professors and students. The quality of work contributed and the enthusiasm shown has led to some outstanding results. The money invested by Redmond is what I consider funds well spent, and I would do it again.

Former Mayor George Endicott,
City of Redmond

”

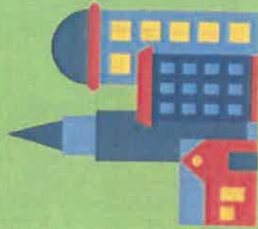
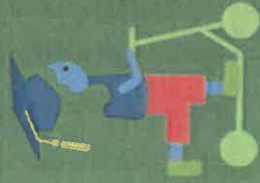
Transforming Cities & Higher Education:

SUSTAINABLE CITY YEAR PROGRAM

Megan Banks, Director
mbanks@uoregon.edu

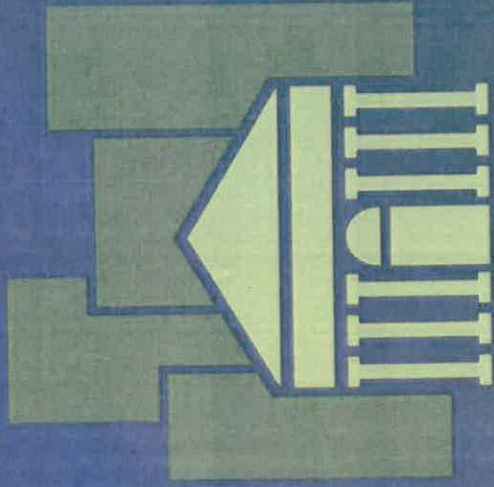
Lindsey Hayward, Assistant Program Manager
lhayward@uoregon.edu

Sustainable City Year Program (SCYP)
Sustainable Cities Institute
University of Oregon



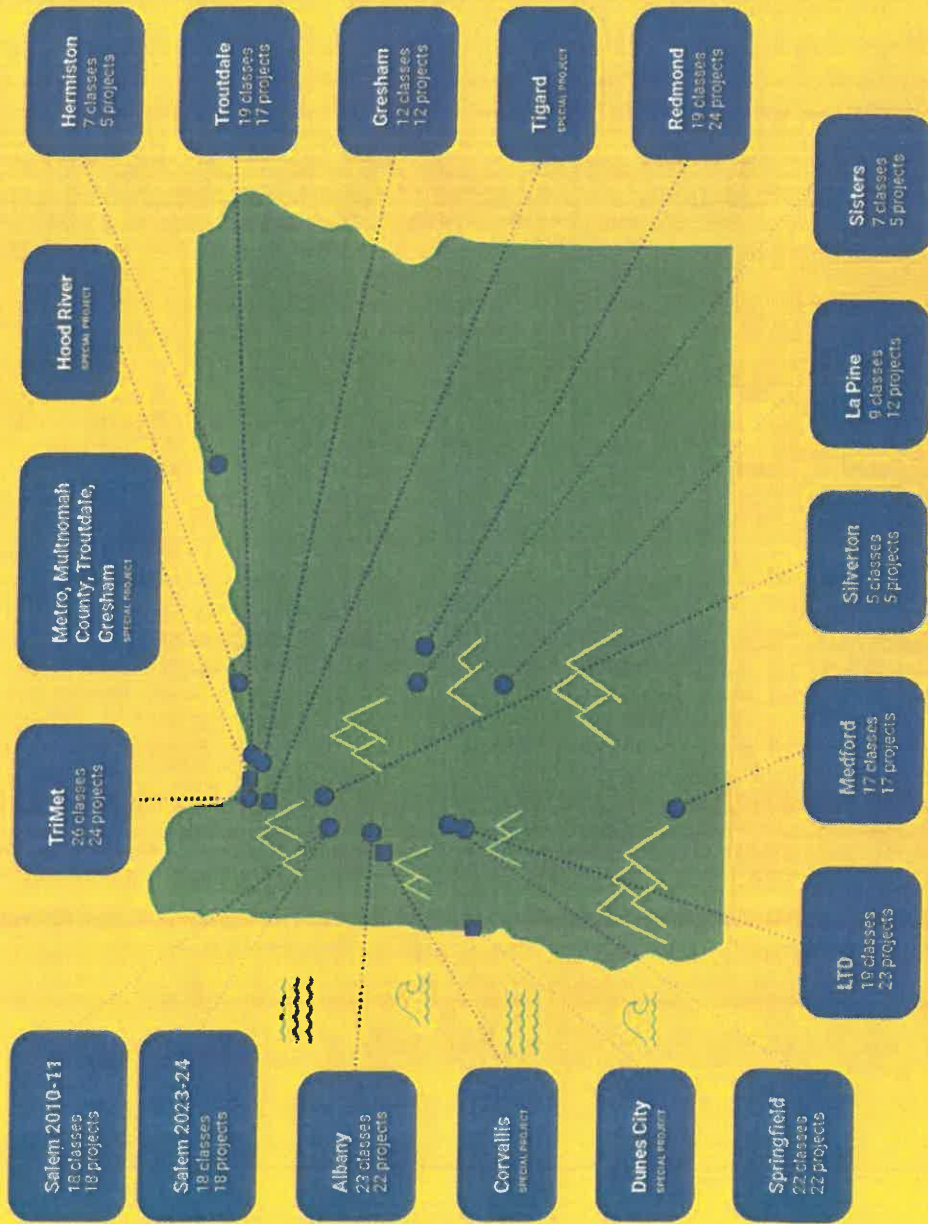
What is the Sustainable City Year Program?

Through year-long partnerships, SCYP helps communities solve today's problems while laying the groundwork for a sustainable future – all while helping students prepare for the workforce through applied learning.

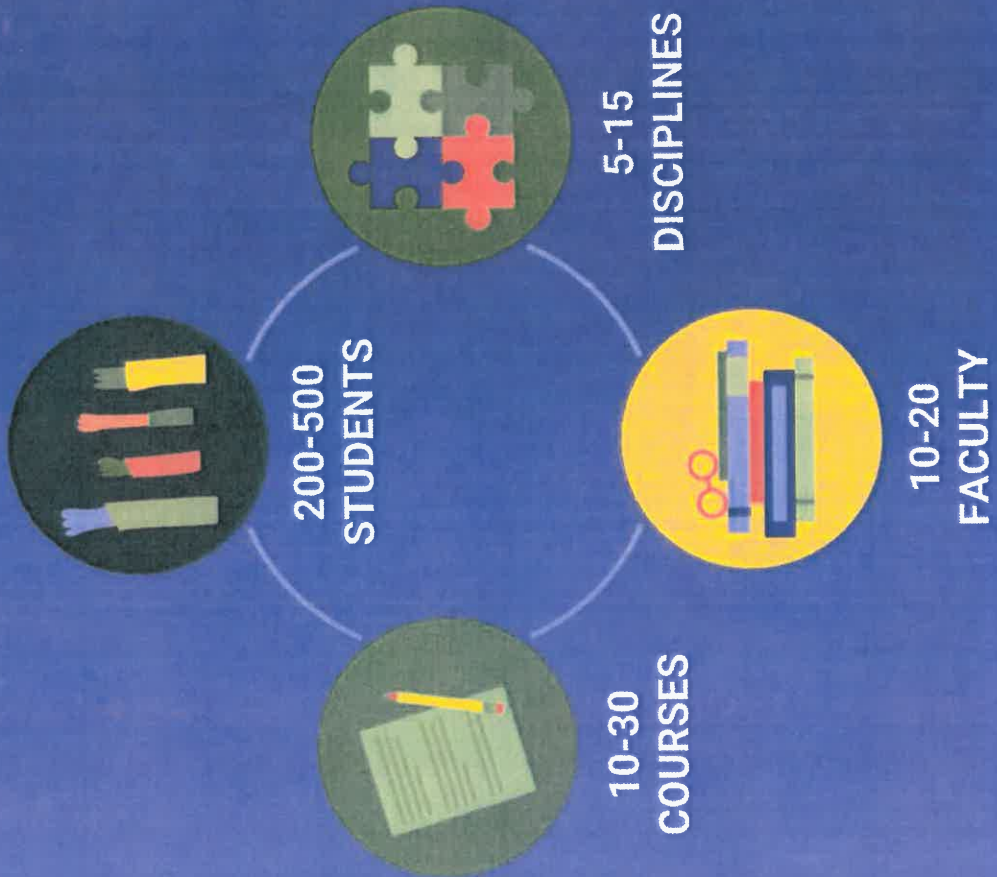


SCYP
Sustainable City Year Program

Who have we partnered with to date?



One year
with SCYP
can include...



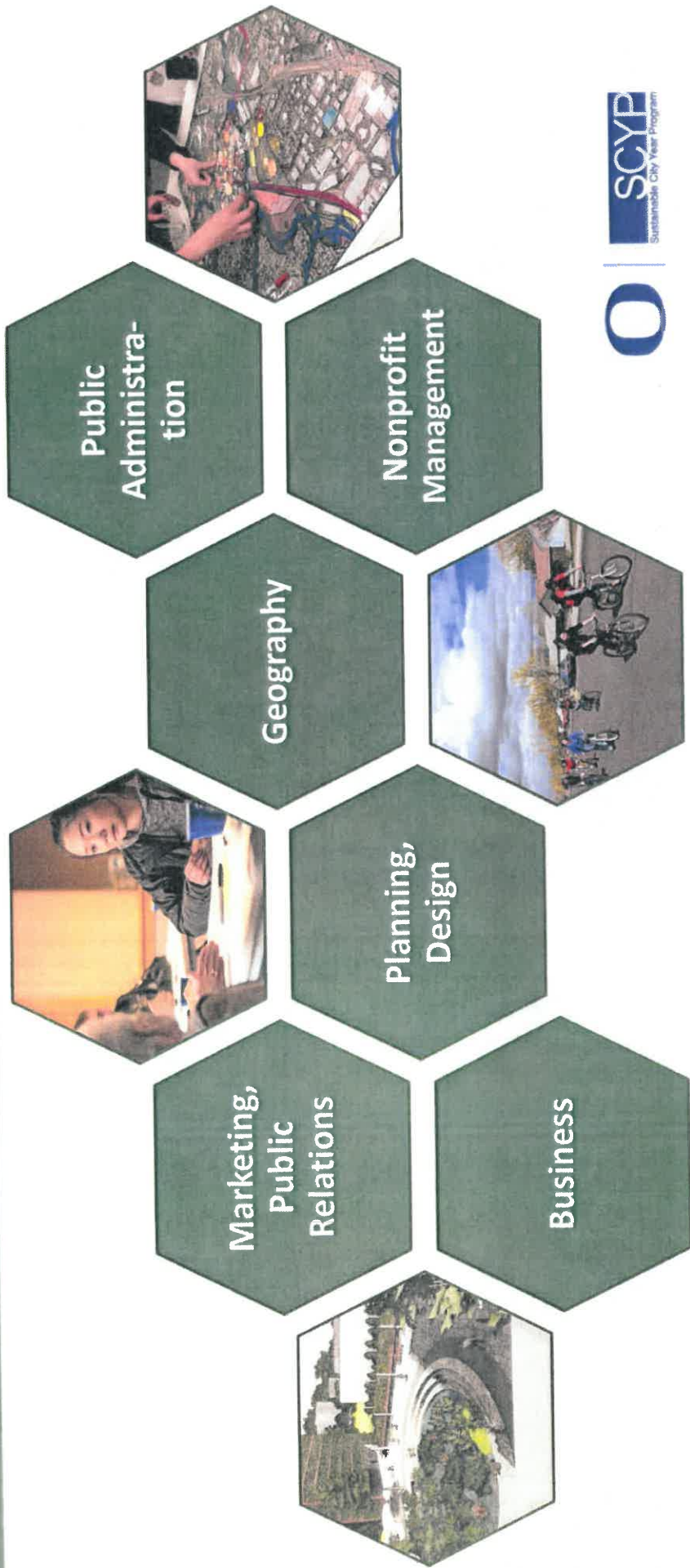
Who Participates?

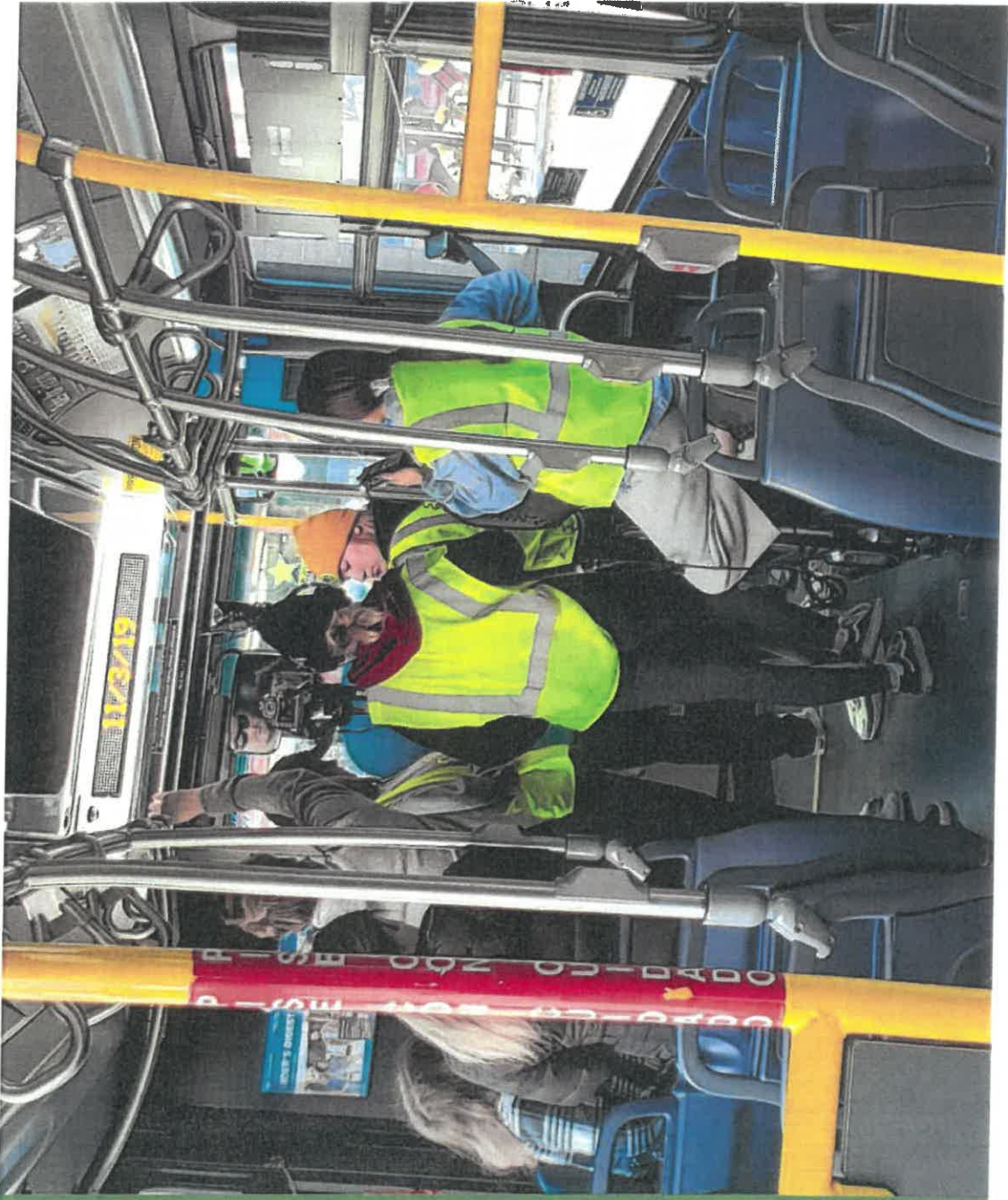


- **Architecture**
- **Business**
- **Digital Arts**
- **Economics**
- **Environmental Studies**
- **Geography**
- **Historic Preservation**
- **Interior Architecture**
- **Journalism**
- **Landscape Architecture**
- **Law**
- **Media Studies (video, photography)**
- **Passive Solar Heating**
- **Planning**
- **Product Design**
- **Public Administration**
- **Public Policy**
- **Public Relations**
- **Engineering (PSU)**
- **Parking Policy (PSU)**



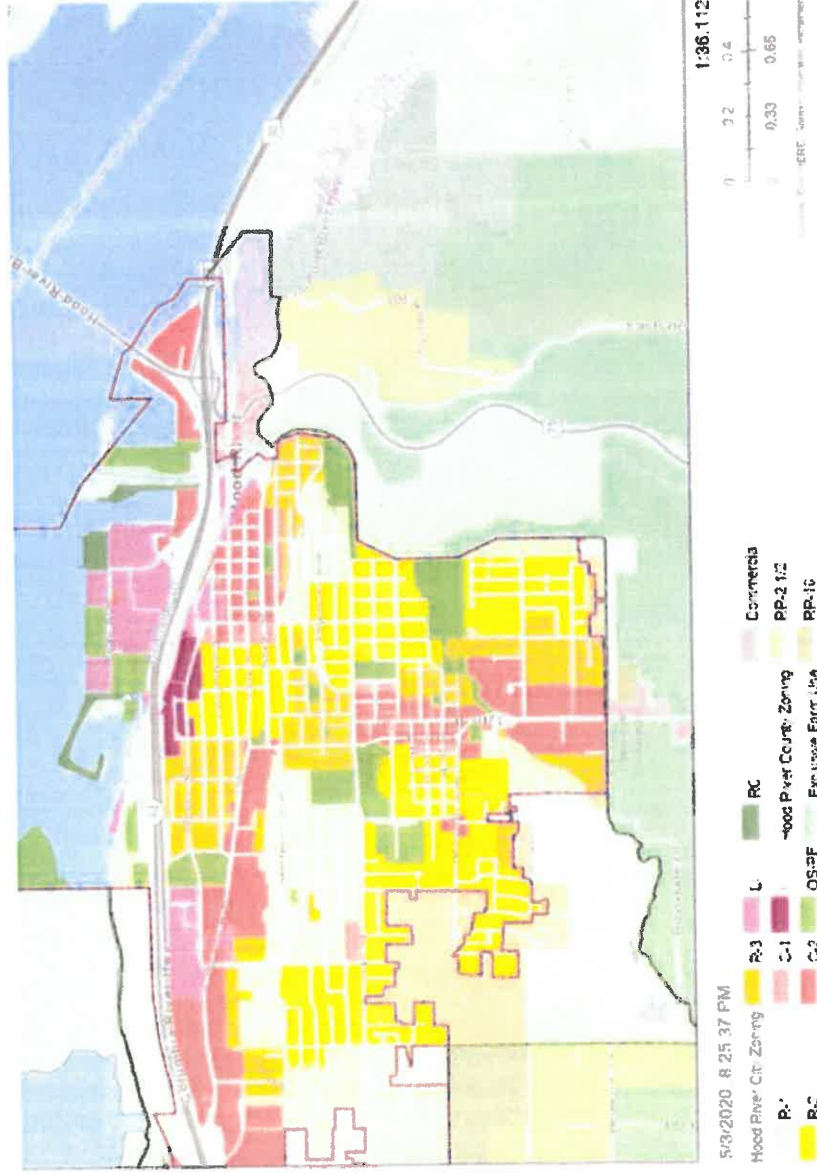
Potential Oakridge Disciplines





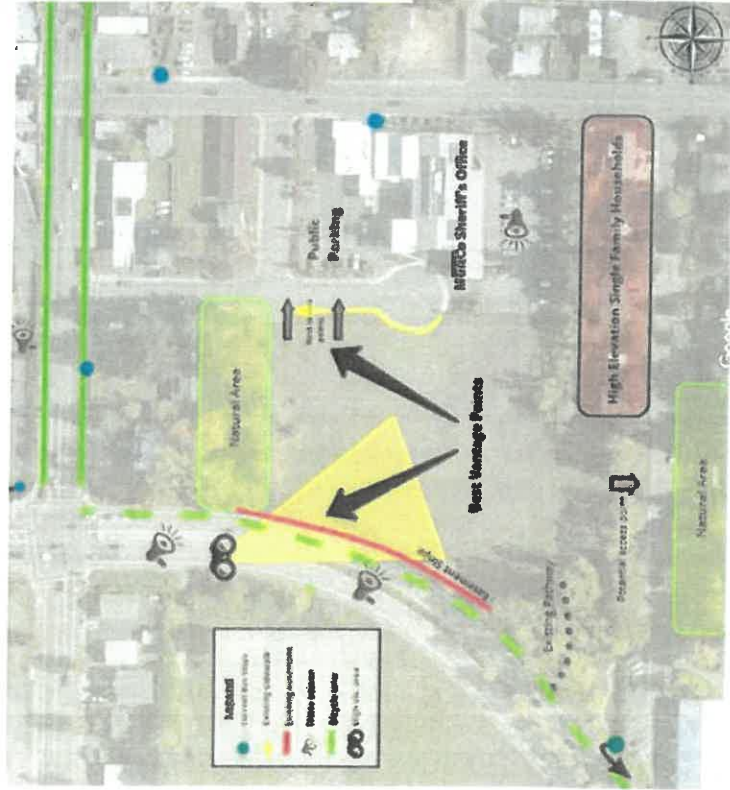
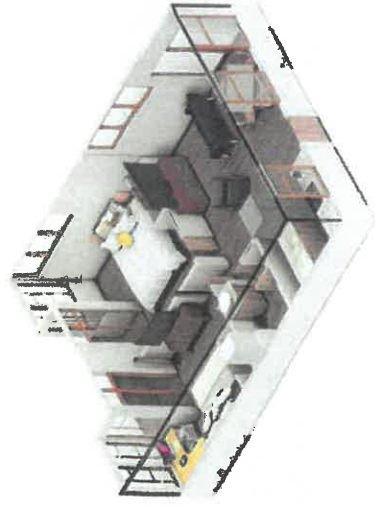
Project and Course Examples

Growth and Housing

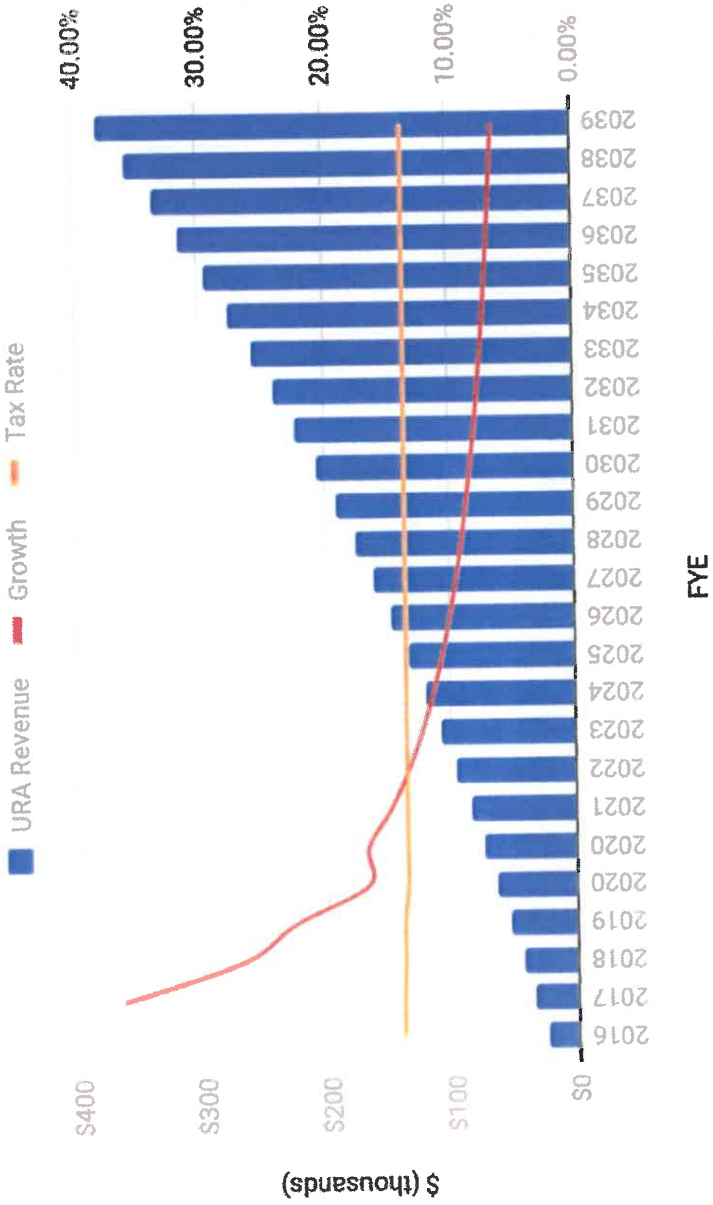


MISSING MIDDLE RE-FRAMES	
AVOID: REPEATING SCARE TACTICS; JARGON; AND MISLEADING, UNFAMILIAR, OR INACCURATE WORDING.	ADOPT: CONCRETE EXAMPLES; EVERYDAY LANGUAGE; AND A FOCUS ON BENEFITS TO COMMUNITIES.
STOP SAYING THIS...	SAY THIS INSTEAD...
Single-family	Single-detached
Supply bill, density bill	Workforce housing bill, missing-middle housing bill
Get rid of single-family zoning	Lift bans that prevent modest home choices, like duplexes and backyard cottages
Bold, dramatic, transform	Low-impact; a return to modest homes; protecting mixed-income neighborhoods
New housing types, legalize	Re-legalize familiar, modest home choices like duplexes and triplexes
Units	Homes: choices for renters; plenty of homes, all shapes and sizes
Multi-unit	Duplexes, triplexes, and quads
Developers	Local builders and contractors

Growth and Housing

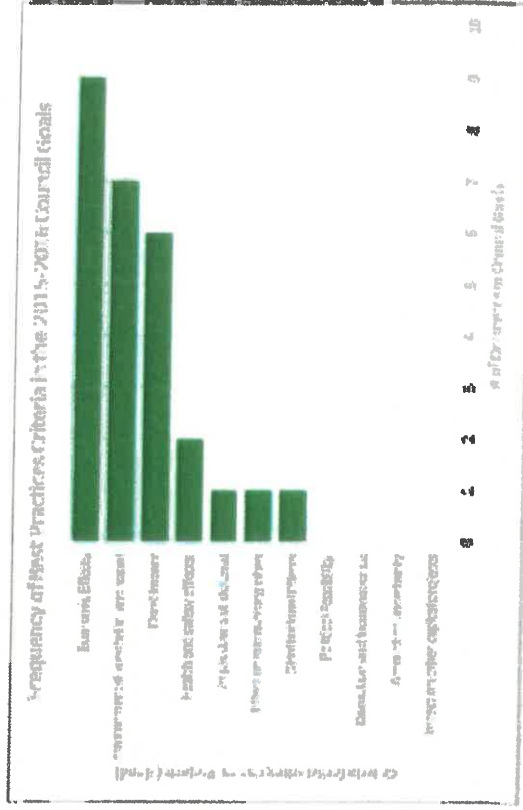


Public Budgeting: Urban Renewal



Public Budgeting: Capital Improvement Planning

Funding Prioritization			
Funding Options	TSP Goals/Policies	Town Center Plan	Corridors
Metro Regional Flexible Funding			
Safety	5 Goals, 8 Policies	2 Goals	A, C, E
Equity	3 Goals, 3 Policies	None	None
Climate	4 Goals, 12 Policies	3 Goals	A, C, E
Congestion	4 Goals, 11 Policies	1 Goal	D, H
Total	16 Goals, 34 Policies	6 Goals	A, C, D, E, H
Multnomah County Funds			
Safety	5 Goals, 8 Policies	1 Goal	A, C, E
Equity	3 Goals, 3 Policies	None	None
Asset Management	2 Goals, 2 Policies	None	None
Resiliency	1 Goal, 1 Policy	1 Goal	E
Mobility	2 Goals, 6 Policies	2 Goals	A, B, C, E
Sustainability	1 Goal, 1 Policy	2 Goals	D
Total	14 Goals, 21 Policies	6 Goals	A, B, C, D, E
Multimodal Active Transportation Fund			
Safety	5 Goals, 8 Policies	2 Goals	A, C, E
Equity	3 Goals, 3 Policies	None	None
Connectivity	2 Goals, 6 Policies	1 Goal	A, C, D, E, H
Total	10 Goals, 17 Policies	3 Goals	A, C, D, E, H

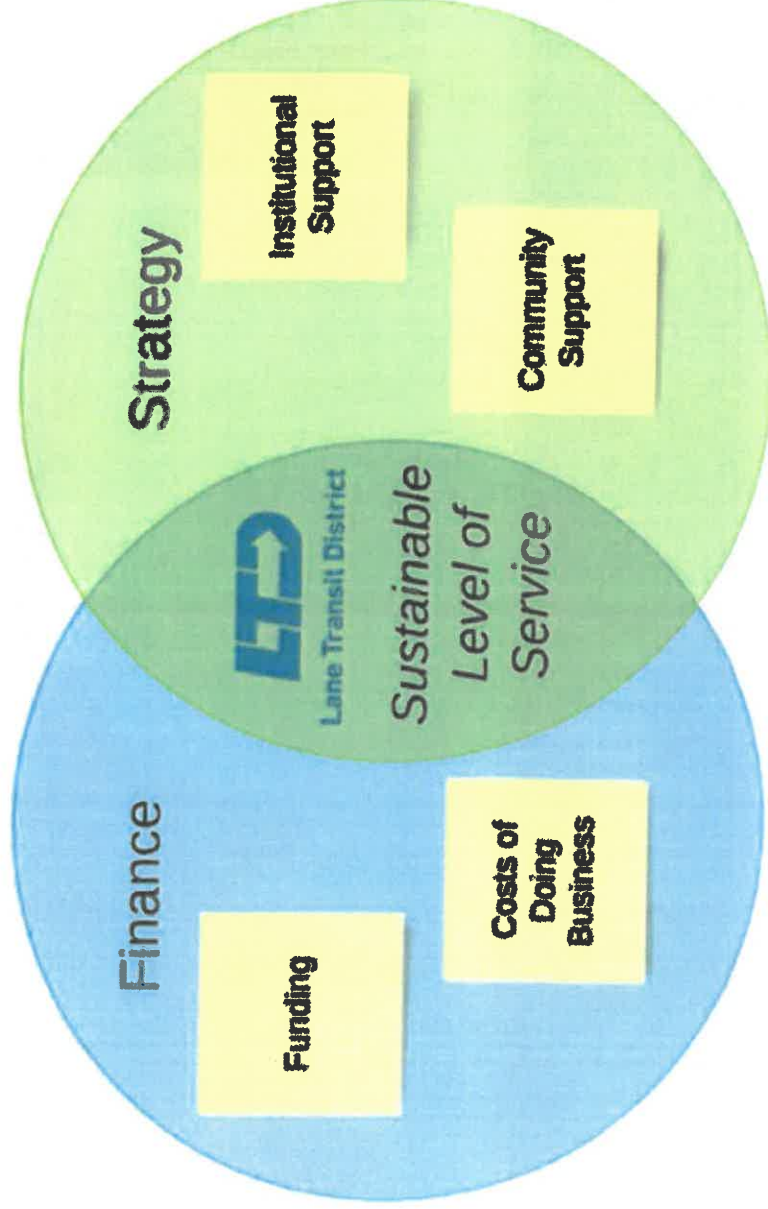


Business: Industrial Byproduct Reuse



Business: Financial Strategy Tools

Drivers of Long-term Success



Low Energy Design



Public Relations Campaign

THE TRUTH ABOUT IDLING A VEHICLE

- WASTES FUEL
- WASTES MONEY
- WASTES TIME
- WASTES EMISSIONS

WHERE TO TURN IT OFF

16 MILLION GALLONS OF FUEL IS WASTED BY UNNECESSARY IDLING IN THE U.S. EVERY DAY

FOR MORE INFORMATION VISIT WWW.CITYOFSALEEM.ORG

DID YOU KNOW THAT ELIMINATING IDLING OF PERSONAL VEHICLES WOULD BE THE SAME AS TAKING 5 MILLION VEHICLES OFF THE ROADS

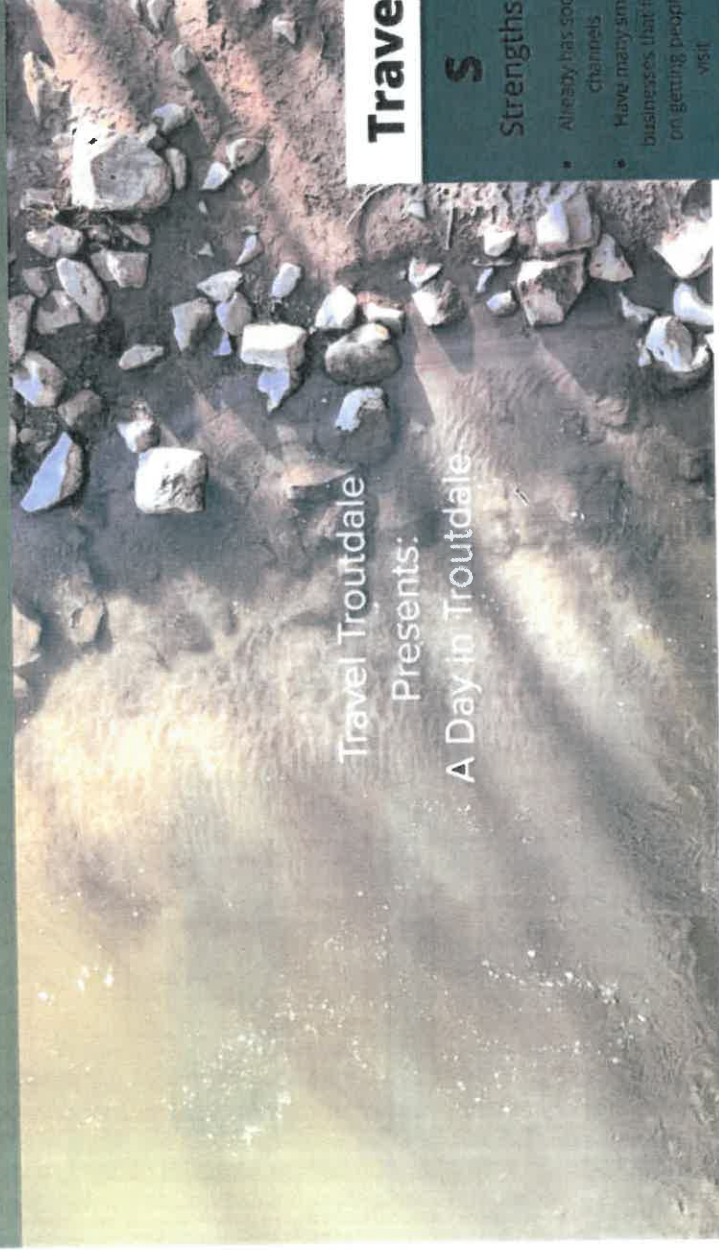
FOR MORE INFORMATION PLEASE VISIT CITYOFSALEEM.ORG

IDLE DOWN CLEAN UP THE TOWN

City of Saleem
A COMMUNITY OF 10,000 PEOPLE

THE LOWEST HANGING CHERRY STOP IDLING

Public Relations Campaign (cont.)



Travel Troutdale
Presents:
A Day in Troutdale

Travel Troutdale SWOT Analysis

S	W	O	T
Strengths <ul style="list-style-type: none">• Already has social channels• Have many small businesses that focus on getting people to visit• Some town events are planned (such as First Friday)	Weakenesses <ul style="list-style-type: none">• Needs more content• Many grey areas about social media retention• Town events need more structure in place• They don't know how to evenly distribute posts for each business	Opportunities <ul style="list-style-type: none">• Ability for growth in all social channels• Growth of tourism and reputation among locations to visit• Economic growth by expanding tourism• Need that small town feel while attracting tourists to make them keep coming back• Partnerships with local businesses	Threats <ul style="list-style-type: none">• Small market for promotion• Lack of attention on social channels• Lack of interest due to bigger cities in the area• Limited amount of sponsorships to help spread information via media platforms.

Nonprofit Consultancy

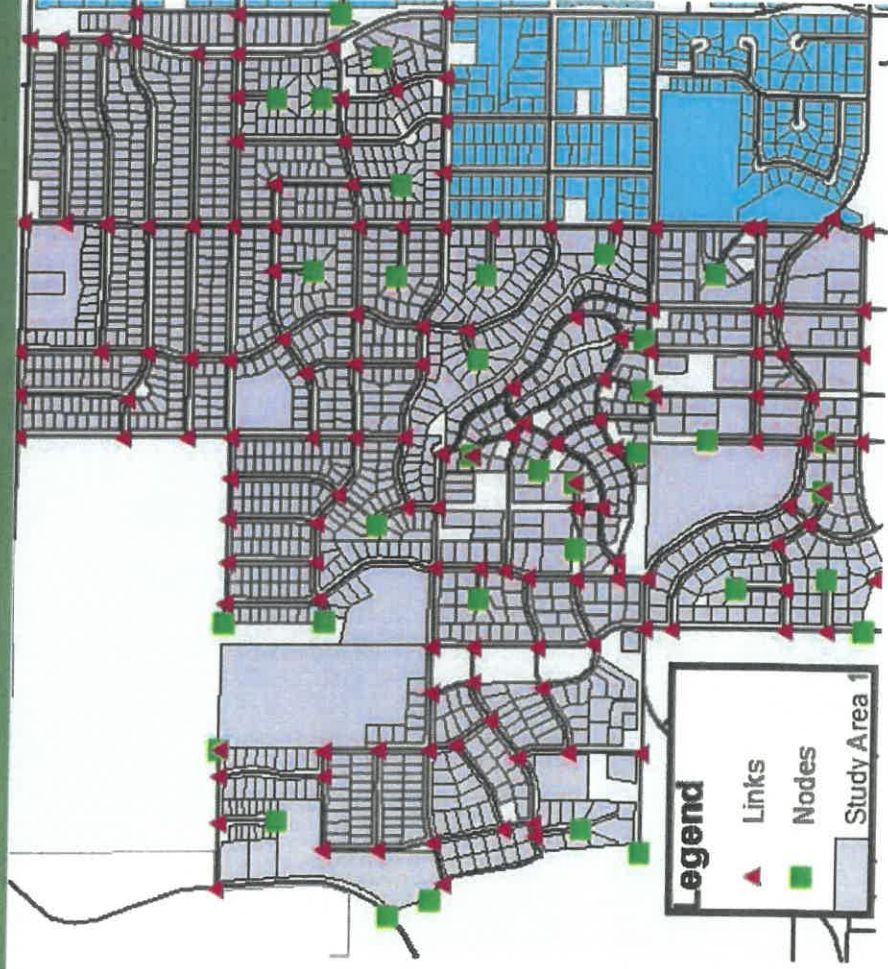


SCYP
Sustainable City Year Program

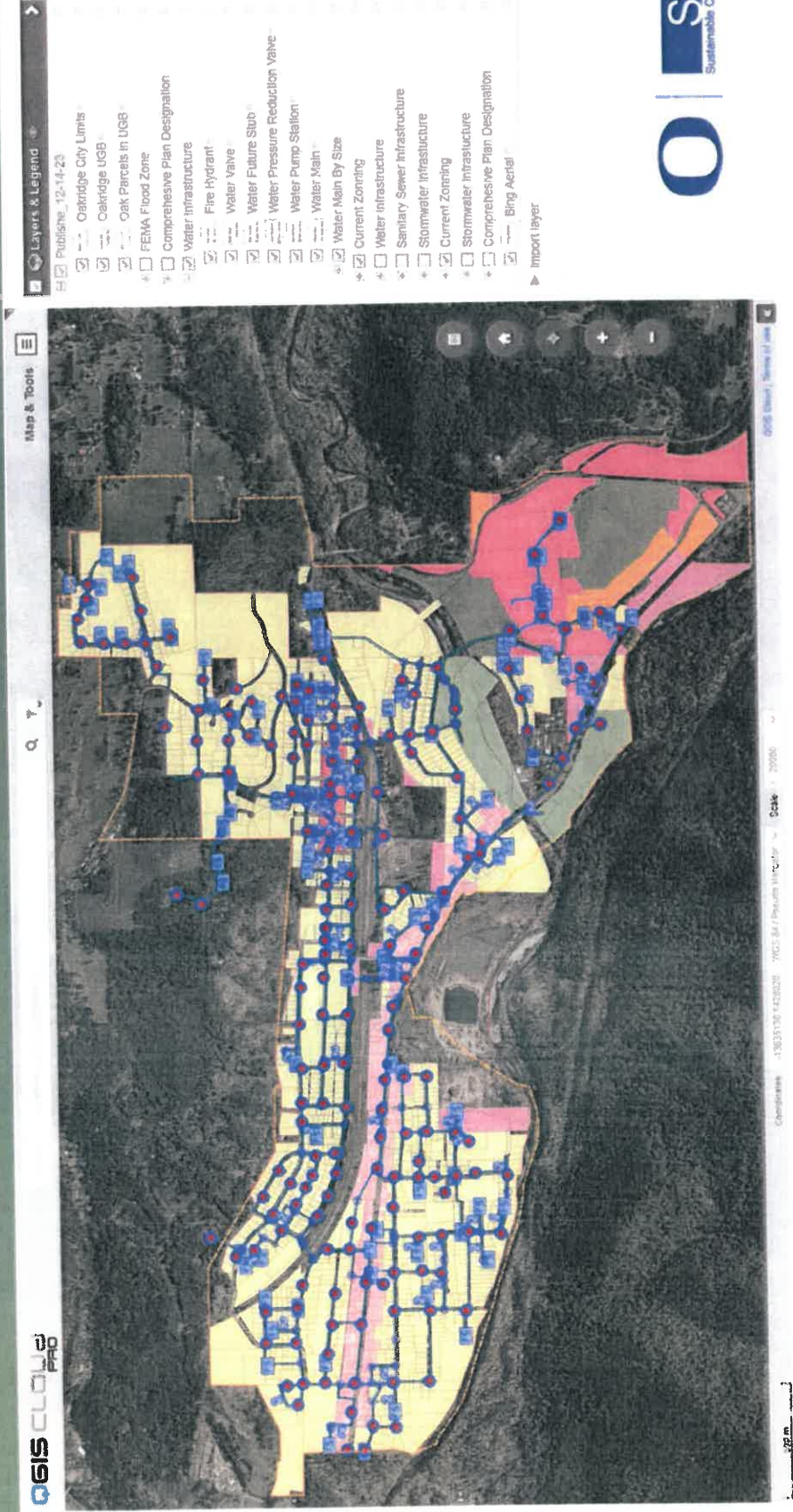
Economic Development through Community Pride



GIS: Locational Analysis



GIS: Locational Analysis



Potential Benefits to Oakridge:



- **Increased capacity**
- **Expanded breadth of conversation**
- **Innovation**
- **Broader community outreach**
- **Energy and enthusiasm**
- **Workforce pipeline**



**SUSTAINABLE CITY YEAR PROGRAM AGREEMENT
BETWEEN UNIVERSITY OF OREGON AND CITY OF OAKRIDGE
MASTER AGREEMENT NO. 221000-02290**

This Master Agreement (“Agreement”) is between the City of Oakridge, in Oregon (“Client”), and the University of Oregon (“University”), together, “the Parties.”

RECITALS:

Client provides a variety of services, programs and infrastructure to meet the needs of Client area residents, businesses, and visitors. To better serve the community, Client proactively pursues partnership and grant opportunities to address known redevelopment, economic development, transportation and parks planning, and general planning needs, subject to available staff time and funding.

Each year, the University selects a community in Oregon with which to develop an engagement through the Sustainable City Year Program (“SCYP”) program of the University’s Sustainable Cities Institute (“SCI”). Through collaboration with the selected community, SCI seeks to promote research, education, service, and public outreach related to the development of livable communities and sustainable cities.

SCYP is a collaboration of faculty and students from multiple academic disciplines, including architecture, landscape architecture, business, journalism, public policy and management, law, and others. Focused on enhanced student learning through an examination of the real-world issues facing local government, SCYP is funded through a variety of grant resources and a match from the selected community.

For its **2024 Spring term through 2026 Spring term**, the University has selected Client for the SCYP Program.

Client expects to dedicate staff time and resources for SCYP projects from fund sources appropriated and identified in Client’s **2024-2026** FY budgets for Client to support each project, pending Client budget approval.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Period of Performance

This Agreement is effective on **April 1, 2024**, and will terminate on **September 30, 2026**. This Agreement may be extended by mutual written agreement of the parties.

2. Task Orders

“Task Order” refers to the document which authorizes performance of specific classes, or other deliverables, each, “a Project”, under this Agreement. A template Task Order is attached as **Exhibit A**. University will perform the services described in each Task Order that has been fully signed by authorized representatives of the parties.

Memoranda of Collaboration (MOC). An MOC will accompany each Task Order and will describe the specific deliverables to be performed for each Project and will include the following:

- 2.1.** A description of the purpose of each class or other deliverables;
- 2.2.** Identified objectives and deliverables;
- 2.3.** A timeline and major milestones;
- 2.4.** Cost per project, and
- 2.5.** Client and University Project-specific contact information.

3. Project Duties.

- 3.1. **Duties of Client.** Client will develop up to 15 projects and collaborate with the University to create an MOC for each class-matched Project. Client will provide technical assistance and relevant information in support of the Projects, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. Client may be asked to host in-person or remote University student field trips in an effort to establish context for each Project and if needed, provide meeting space for the University student field trips if permitted in accordance with local and/or state health regulations. Client will participate in mid-course reviews of University student progress, end of term final presentations, and year-end activities. Client will organize stakeholders or public engagement activities as necessary in support of each Project. Client may involve its public partners as well as private for profit and nonprofit entities in the SCYP subject to University approval.
 - 3.2. **Duties of University.** The University will, consistent with the MOC for each Project, prepare and provide final reports and University student-generated materials in electronic and paper format. The final reports will present a summary of coursework, key findings, examples of student work, and recommendations for each Project. The final report for each Project will include a summary of the work done over the term as well as an executive summary (if applicable) that highlights lessons learned and key takeaways. University will provide and supervise University students familiar with the Projects to assist in the development of the final reports. The University will assist the Client with planning at least one in-person or remote event in Client city to kick off and/or to conclude the SCYP year to involve University faculty and students and Client officials and staff.
4. **University Obligations.** In addition to other obligations as set forth in this Agreement, the University will have the following obligations:
- 4.1. University will provide recommendations related to the development of livable communities and sustainable cities as specifically related to each MOC for each Project issued by Client and approved by University. The obligations defined and described in each individual MOC will thereafter be referred to as “Work.”
 - 4.2. Client will not be responsible for providing the University with any labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in each MOC, except as otherwise expressly provided herein.

5. **Client's Obligations.** Client will pay University the agreed upon fixed fee for each project as set forth in this payment schedule, to be invoiced at the end of Week four of each term, except as otherwise noted:

5.1.

Spring Term (begins 4/1/2024) – Total of project fees per all Spring term MOCs (payment due July 1, 2024)

Fall Term (begins 9/30/24) – Total of project fees per all Fall term MOCs

Winter Term (begins 1/6/25 – Total of project fees per all Winter term MOCs

Spring Term (begins 3/31/25) – Total of project fees per all Spring term MOCs.

Fall Term (begins 9/29/25) – Total of project fees per all Fall term MOCs

Winter Term (begins 1/5/26) – Total of project fees per all Winter term MOCs

Spring Term (begins 3/30/2026) – Total of project fees per all Spring term MOCs

Total reimbursement paid by Client to the University for all the Projects under this Agreement will not exceed **\$50,000**.

5.2 Client will ensure that all payments of the invoiced amounts shall be made by the electronic transfer of funds or by check within 30 days of receipt of invoices from the University.

6. **Invoice and Payment Addresses.**

6.1. **Invoice Address.** University will submit invoices to:

City of Oakridge
c/o Accounts Payable
PO Box 1410
Oakridge, OR 97463
Email: accountspayable@cityofOakridge.net

6.2. **Payment Address.** Client will submit payments to:

University of Oregon
c/o Cashiers
P.O. Box 3237
University of Oregon
Eugene, OR 97403-0327

7. **Funds Available and Authorized.**

Client certifies at the time of signing each Task Order that within Client's current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that Task Order requires.

8. **Termination.**

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party's Business Contact. If Client terminates this Agreement, it will pay University for services rendered, work performed, non-cancellable obligations agreed to before the termination date by Client, and costs incurred up to the termination date in conformance with each Task Order.

9. **Ownership of the Work Product.**

- 9.1. University Work Product.** All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data created in the course of performance of the Work ("Work Product") University produces under this Agreement is the property of University. University grants to Client a royalty-free, non-exclusive, non-commercial and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product.
- 9.2. Client Work Product.** All Work Product Client produces under this Agreement is the property of Client. Client grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that Work Product for research and educational purposes.
- 9.3. Joint Work Product.** Client and University are joint owners of and both may reproduce, publish or otherwise use, and to authorize others to use the Work Product produced by both parties jointly under this Agreement.
- 9.4. Infringement Indemnification.** Subject to the limitations specified in Section 17 of this Agreement, to the extent allowed under the Oregon Constitution and Oregon Tort Claims Act, Client will fully indemnify and hold harmless University, its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against University its agents, officials or employees and arising out of or related to the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by University's use of Client Work Product as provided under this Agreement. Client will promptly notify University in writing of any action, claim or demand which Client reasonably expects to result in an indemnifiable loss. To the extent allowed under the Oregon Constitution and Oregon Tort Claims Act, University will fully indemnify and hold harmless Client, its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against Client its agents, officials, or employees and arising out of or related to the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by Client's use of University Work Product as provided under this Agreement. University will promptly notify Client in writing of any action, claim or demand which University reasonably expects to result in an indemnifiable loss

10. Insurance.

University is self-insured under ORS Chapter 352.107, with adequate levels of excess liability insurance. The City of Oakridge is self-insured for commercial liability, with adequate levels of excess liability insurance. The City of Oakridge is further insured for transportation and auto liability under ORS Chapter 806.130, with adequate levels of excess liability insurance.

11. Notice and Contacts.

- 11.1. Notices.** Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.
- 11.2. Effective Date.** All notices that a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

11.3. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)

James Cleavenger
City Administrator
PO Box 1410
48318 East 1st Street
Oakridge, OR 97463
(541) 782-2258 x6
cityadministrator@ci.oakridge.or.us

University (Technical)

Megan Banks
Program Director
Sustainable City Year Program
1209 University of Oregon
Eugene, OR 97403-1209
(541) 346-6395
mbanks@uoregon.edu

Invoices and communications in regard to this Agreement will be sent to:

Client (Business)

Same as Technical Contact

University (Business)

Same as Technical Contact

12. Confidential Information.

12.1. Client Confidential Information. "Confidential Information" is any materials, written information, and data that the Client marks "Confidential" or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law. University's obligations in this section do not apply to information in the public domain or that University independently knows or obtained. Client hereby acknowledges that any confidential information it discloses to University, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records laws.

12.2. University Confidential Information. "Confidential Information" is any materials, written information, and data that the University marks "Confidential" or non-written information and data that the University discloses and identifies at the time of disclosure to Client as confidential and later reduces to writing and transmits to Client within 30 days of their non-written disclosure. Client agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law. Client's obligations in this section do not apply to information in the public domain or that Client independently knows or obtained. University hereby acknowledges that any confidential information it discloses to Client, or any duty of the Client to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records laws.

13. Family Educational Rights and Privacy Act.

Client agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq., and University Policy 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

14. Independent Contractors.

The Parties are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours,

benefits, taxes, and workers' compensation, and conditions of employment of their respective personnel under this Agreement.

15. Choice of Law; Jurisdiction, Venue.

This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Client will be brought and conducted solely and exclusively in the Circuit Court for Marion County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon.

16. Indemnity.

16.1. University. To the fullest extent permitted by the laws of the State of Oregon, including the Oregon Tort Claims Act, ORS 30.260 et seq., University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees' or agents' acts or omissions under this Agreement.

16.2. Client. To the fullest extent permitted by the laws of the jurisdiction in which Client's headquarters is located, including the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 et seq., Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees' or agents' acts or omissions under this Agreement.

16.3. Limitation of Liability. The parties agree that to the fullest extent permitted by law, neither party shall not be liable to the other party for any special, indirect, or consequential damages whatsoever, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of profits or revenue.

17. Sovereignty.

Nothing in this Agreement is a waiver of Oregon's or Client's sovereign or governmental immunities.

18. Survival.

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

19. Severability.

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affected the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

20. No Third Party Beneficiaries.

University and Client are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

21. Compliance.

The parties agree to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

22. Non-Waiver.

If either party fails to enforce any provision of this Agreement, it does not constitute that party's waiver of that or any other term or provision of this Agreement.

23. Execution and Counterparts.

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

24. Entire Agreement; Modification.

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party. Executed Task Orders may only be amended in a writing signed by authorized representatives of each party.

CLIENT

UNIVERSITY OF OREGON

Signature

Signature

James Cleavenger

Name

Name

City Administrator

Title Date

Title Date

Tax ID No. XX-XXXXXXX
Email: cityadministrator@ci.oakridge.or.us

Tax ID No. 46-4727800

Exhibit A–Template Task Order Cover Sheet
MEMORANDUM OF COLLABORATION
University of Oregon – City of Oakridge
Sustainable Cities Institute
Task Order No. _____

Pursuant to the MASTER AGREEMENT (“Agreement”) between _____ (“Client”) and University of Oregon (“University”) effective _____, University will undertake this Task Order as follows:

1. University staff will provide the services described in Attachment 1, attached hereto and incorporated herein.
2. Period of Performance in conformance with the Agreement requirements and specific requirements of Attachment 1.
3. Fixed Fee: **\$50,000**, payable per Section 6 of this Agreement.
4. **Funds Available and Authorized.** Client certifies at the time of signing this Task Order that within Client’s current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that this Task Order requires.
5. **Additional Terms:** none
6. All other Terms and Conditions of the Agreement apply.

Acknowledged and accepted:

UNIVERSITY OF OREGON

CITY OF OAKRIDGE

By: _____

By: _____

Name: _____

Name: James Cleavenger

Title: _____

Title: City Administrator

Date: _____

Date: _____

Email: cityadministrator@ci.oakridge.or.us

Business of the City Council
City of Oakridge, Oregon
March 7, 2024

Agenda Title: Alcohol permit for Oregon
200 Race

Proposed Council Action: A motion from
the floor to approve

Agenda Item No: 11.2

Exhibits: OLCC Permit Application

Author: CA

ISSUE:

Go Beyond Racing's "Oregon 200" ultra marathon race (Oregon's first & only 200-mile running race) returns to Greenwaters Park August 23-27, 2024. They are requesting an alcohol permit from OLCC, which requires the city's approval. They served alcohol last year and everything went very smoothly. For more information on the event: <https://gobeyondracing.com/races/oregon-200/>
Official Race Video: www.youtube.com/watch?v=JYOIO-uK8yA

FISCAL IMPACTS: None

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTIONS: *"I move to approve the OLCC alcohol permit for the Oregon 200 Race."*

STRATEGIC THEMES/GOALS INVOLVED:

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

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



**OREGON LIQUOR & CANNABIS COMMISSION
APPLICATION FOR TEMPORARY SALES LICENSE
- FOR-PROFIT (TSL-FP)**

APPLICATION: Page 1 of 2

1. Is this application associated with an eligible OLCC annual licensee? Yes No

• If yes, please provide the following:

Trade Name (dba)

License #

2. Applicant Name: **Todd Janssen - Go Beyond Racing**

3. Contact Person: **Todd Janssen**

4. Contact Phone: **503 577 6884**

5. Contact E-mail: **todd@gobeyondracing.com**

6. Event Name (if applicable): **Oregon 200**

7. Date(s) of event (no more than seven days): **August 22-27, 2024**

8. Start/End hours of alcohol service: **10:00am** to **11:00pm** (include AM/PM)

9. Address of Special Event: **Greenwaters Park (48362 OR-58)** **Oakridge** **97463**
(street) (city) (zip code)

10. Is any part of the special event licensed premises outdoors? Yes No

• If yes, please submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

11. List the name(s) and service permit number(s) of alcohol manager(s) that will be on-duty and in the licensed area:

Todd Janssen - EC9687

12. What is the expected attendance per day in the area where alcohol will be sold or consumed? **100**

- If the expected attendance per day in the licensed area (where alcohol will be sold or consumed) is **501 or more**, please submit a **Plan to Manage** along with this application.
- If the expected attendance is **301 or more** per day, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168) and you must *also* answer questions 13 and 14. If your answer is 300 or fewer per day, please skip questions 13 and 14.

13. Insurance Company:

14. Policy #:

15. Will you be serving alcohol by the drink at the event? Yes No - If no, skip to Question 17

16. If yes, will you be serving distilled liquor by the drink at the event? Yes No

• Events serving distilled liquor by the drink are required to have **three meals available**; events serving only beer, wine, and/or cider are required to have **two meals available**. Please list the meals that will be available at the event to satisfy this requirement. See page 2 for more information.

- a. Hamburgers
- b. Hot Dogs
- c. _____



**OREGON LIQUOR & CANNABIS COMMISSION
APPLICATION FOR TEMPORARY SALES LICENSE
- FOR-PROFIT (TSL-FP)**

APPLICATION: Page 2 of 2

GOVERNMENT RECOMMENDATION. Please read the instructions. You must obtain a recommendation from the local city or county before submitting this application to the OLCC.

17. Name of the CITY if the event address is within city limits: Oakridge

OR

Name of the COUNTY if the event address is outside city limits: _____

I affirm the following:

- The information on this application is true and accurate.
- Minors (people under the age of 21) and visibly intoxicated people will not be allowed to buy, possess, or consume alcohol.
- The only open containers of alcoholic beverages that may be taken off the licensed area are securely covered containers (growlers) of malt beverage, wine, or cider. I will not allow any other open container of alcoholic beverage to leave the licensed area.
- Marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the special event licensed premises.
- The event will meet the food service requirements of a TSL-FP. See page 2 of the guide above or the Special Event Guide for TSLs and Exempt Events for additional information.
- I am authorized to sign this application on behalf of the applicant.

Name of individual signing (please print): Todd Janssen

SIGNATURE (electronic signature acceptable):  Date: 2/19/24

CITY OR COUNTY USE ONLY The city/county named in #16 above recommends:

Grant Acknowledge Deny (attach written explanation of Deny recommendation)

Staff Name and Title: _____

City/County Signature: _____ Date: _____

FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit your special event application to the OLCC office that regulates the county where your special event will happen. Find the OLCC office here: OLCC offices & the counties they serve.

OLCC USE ONLY Fee Paid: _____ Date: _____ Receipt #: _____

License is: Approved Denied Not Processed – Reason: _____

OLCC Signature: _____ Date: _____

Business of the City Council
City of Oakridge, Oregon
March 7, 2024

Agenda Title: RAIN Catalysts MOU contract renewal for FY 24/25 and 25/26

Proposed Council Action: A motion from the floor to approve

Agenda Item No: 11.3

Exhibits: Draft MOU Contract with RAIN, Letters of Support from 3 local businesses

Author: CA

ISSUE:

The city has contracted with Regional Accelerator & Innovation Network (RAIN) Catalysts for their services since 2016. RAIN provides services and programming to help small businesses and start-ups through their "Rural Entrepreneurial Development Program." Our current MOU contract will end on July 1, 2024. Council must now decide if they would like to renew the MOU for another 2 years (FY 24/25 and 25/26).* The cost to the city will remain the same at \$10,000 per fiscal year.

RAIN Catalysts CEO **Caroline Cummings** and Venture Catalyst **Melissa Prestinarlo** will be in attendance (via Zoom) to give a short presentation and answer any questions. More information on RAIN can be found at: www.raincatalysts.org/

It is City Staff's opinion that the MOU should be renewed, as their programs have helped quite a few small businesses in Oakridge get off the ground. 3 letters of support from local businesses who have benefited from RAIN's support and programming are attached as exhibits.

**There is an opt-out clause in section 6.2 of the MOU contract to allow the city to opt-out of the 2nd year if the City is not satisfied with RAIN's services, if notice is provided prior to 5/1/2025.*

FISCAL IMPACTS: \$20,000.00 (\$10,000 per fiscal year)

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTIONS: *"I move to approve the renewal of the MOU contract with RAIN for the next 2 fiscal years."*

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 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.

February 20, 2024

USDA Rural Development, Business Programs
1220 SW 3rd Avenue, Suite 1801
Portland, OR 97204

Re: SECD Rural Business Development Grant (RBDG) Application - RAIN Catalysts

Dear Reviewers,

I am an Oregon-based rural entrepreneur located in the City of Oakridge (Lane County). I am writing to encourage the USDA to provide the funding RAIN Catalysts is requesting to provide its community-based rural entrepreneurial support programs for 23 rural communities in my region:

- Rural Lane County - Oakridge, Veneta, Lowell, Florence, Coburg, Cottage Grove, Creswell, Dexter, Junction City, Mapleton, McKenzie Bridge, Deadwood, Blue River, and Westfir
- Rural Linn County - Brownsville, Halsey, Harrisburg, Lebanon, Sweet Home, and Tangent
- Rural Benton County - Adair Village, Monroe, and Philomath

About My Company

Barbara Council Art & Illustration (<https://www.marbart.net/>) is a visual arts company specializing in creating images (drawings and paintings) for various purposes, such as books, magazines, advertisements/murals, art galleries, and digital media, as well as providing art education for children and adults. As the primary artist, I have illustrated 4 children's books and am currently working on another children's book that I'm both illustrating and writing. I have installed murals for several local businesses as well as for the city of Springfield & Eugene and am currently teaching in Eugene 4j schools as an artist in residence. I've been featured recently in the local newspaper (<https://highway58herald.org/artist-spotlight-barbara-council-burney/>).

RAIN Catalysts Has Provided the Following Support to Me/My Business

- | | |
|---|--|
| <input checked="" type="checkbox"/> Provided financial sponsorship for marketing/events | <input checked="" type="checkbox"/> Provided free digital marketing workshops |
| <input type="checkbox"/> Provided free mentoring | <input checked="" type="checkbox"/> Connected me with other rural entrepreneurs in Lane, Linn, and Benton County |
| <input checked="" type="checkbox"/> Hosted free educational workshops and meetups | |

Number of Jobs My Business Expects to SAVE (July 2024-June 2025)

1

Number of Jobs My Business Expects to CREATE (July 2024-June 2025)

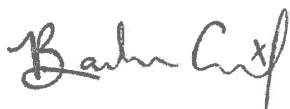
Unknown

Support Still Needed

- | | |
|--|---|
| <input checked="" type="checkbox"/> Mentoring | <input checked="" type="checkbox"/> Creating Efficient Systems |
| <input checked="" type="checkbox"/> Workshops - Financial Literacy | <input checked="" type="checkbox"/> Increasing Revenue Via Online Sales |
| <input checked="" type="checkbox"/> Pricing Goods/Services | <input checked="" type="checkbox"/> Making Decisions Based on Financial Reports |
| <input checked="" type="checkbox"/> Planning for Inflation | <input checked="" type="checkbox"/> Managing Inventory for Profitability |

It is important to small businesses like mine to have the "big city" resources that RAIN Catalysts brings to our rural community. RAIN Catalysts' community-based approach to building an entrepreneurial infrastructure that connects startups and small businesses to the resources they need (e.g., mentors, experts, training workshops, accelerators, access to capital sources and equipment, etc.) fills a critical gap in our region. I encourage you to fund their SECD/RBDG application so we can keep this gem-of-a-program in our region.

Best,



Barbara Council Burney
Barabara Council Art & Illustration | marbalous@gmail.com

February 20, 2024

USDA Rural Development, Business Programs
1220 SW 3rd Avenue, Suite 1801
Portland, OR 97204

Re: SECD Rural Business Development Grant (RBDG) Application - RAIN Catalysts

Dear Reviewers,

I am an Oregon-based rural entrepreneur located in the City of Oakridge (Lane County). I am writing to encourage the USDA to provide the funding RAIN Catalysts is requesting to provide its community-based rural entrepreneurial support programs for 23 rural communities in my region:

- Rural Lane County - Oakridge, Veneta, Lowell, Florence, Coburg, Cottage Grove, Creswell, Dexter, Junction City, Mapleton, McKenzie Bridge, Deadwood, Blue River, and Westfir
- Rural Linn County - Brownsville, Halsey, Harrisburg, Lebanon, Sweet Home, and Tangent
- Rural Benton County - Adair Village, Monroe, and Philomath

About My Company

Sweetvine is an Oakridge bakery, restaurant and catering company.

RAIN Catalysts Has Provided the Following Support to Me/My Business

- Hosted free educational workshops and meetups
- Connected me with other rural entrepreneurs in Lane, Linn, and Benton County
- RAIN directly supports our business by hiring us for catering at many of their entrepreneurial events. This is good advertising and promotion for SweetVine LLC.

Number of Jobs My Business Expects to SAVE (July 2024-June 2025)

1

Number of Jobs My Business Expects to CREATE (July 2024-June 2025)

4

Support Still Needed

- | | |
|---|---|
| <input checked="" type="checkbox"/> Workshops - Digital Marketing | <input checked="" type="checkbox"/> Understanding How/When to Grow Staff |
| <input checked="" type="checkbox"/> Raising Capital - Venture Funds/Loans, Grant Funding, and/or Crowdfunding | <input checked="" type="checkbox"/> Understanding Codes/Regulations That Impact My Business |
| <input checked="" type="checkbox"/> Creating Efficient Systems | <input checked="" type="checkbox"/> Managing Inventory for Profitability |
| <input checked="" type="checkbox"/> Making Decisions Based on Financial Reports | |

It is important to small businesses like mine to have the "big city" resources that RAIN Catalysts brings to our rural community. RAIN Catalysts' community-based approach to building an entrepreneurial infrastructure that connects startups and small businesses to the resources they need (e.g., mentors, experts, training workshops, accelerators, access to capital sources and equipment, etc.) fills a critical gap in our region. I encourage you to fund their SECD/RBDG application so we can keep this gem-of-a-program in our region.

Best,



Michelle Slaven
Sweetvine LLC
sweetvinellc@gmail.com

February 20, 2024

USDA Rural Development
Business Programs. ATTN: Bret Dixon
1220 SW 3rd Avenue, Suite 1801
Portland, OR 97204

Re: SECD Rural Business Development Grant (RBDG) Application - RAIN Catalysts

Dear Reviewers,

I am an Oregon-based rural entrepreneur located in the **City of Oakridge (Lane County)**. I am writing to encourage the USDA to provide the funding RAIN Catalysts is requesting to provide its community-based rural entrepreneurial support programs for **23** rural communities in my region:

- **Rural Lane County** - Oakridge, Veneta, Lowell, Florence, Coburg, Cottage Grove, Creswell, Dexter, Junction City, Mapleton, McKenzie Bridge, Deadwood, Blue River, and Westfir
- **Rural Linn County** - Brownsville, Halsey, Harrisburg, Lebanon, Sweet Home, and Tangent
- **Rural Benton County** - Adair Village, Monroe, and Philomath

About My Company

My name is Brock Buchmeier and my business is Brock's Wood Lot, <https://brocks-wood-lot.square.site/> . Southern Willamette Forest Collaborative (SWFC), the City of Oakridge, Lane Regional Air Protection, and Brock's Wood Lot have joined together to bring clean, dry, subsidized firewood to the Oakridge airshed area! This is vitally important to maintain the EPA-acceptable air quality level.

RAIN Catalysts Has Provided the Following Support to Me/My Business

- Hosted free educational workshops and meetups

Number of Jobs My Business Expects to SAVE (July 2024-June 2025)

2

Number of Jobs My Business Expects to CREATE (July 2024-June 2025)

3

Support Still Needed

- Raising Capital - Venture Funds/Loans, Grant Funding, and/or Crowdfunding
- Understanding Codes/Regulations That Impact My Business

It is important to small businesses like mine to have the "big city" resources that RAIN Catalysts brings to our rural community. RAIN Catalysts' community-based approach to building an entrepreneurial infrastructure that connects startups and small businesses to the resources they need (e.g., mentors, experts, training workshops, accelerators, access to capital sources and equipment, etc.) fills a critical gap in our region. I encourage you to fund their SECD/RBDG application so we can keep this gem-of-a-program in our region.

Best,



Brock Buchmeier
Brock's Woodlot | brockswoodlot@gmail.com



MEMORANDUM OF UNDERSTANDING

Among RAIN Catalysts, the City of Lowell, and the City of Oakridge

1. Purpose

1.1. The purpose of this Memorandum of Agreement (MOU) is to set out the terms by which RAIN Catalysts (RAIN), the City of Lowell, and the City of Oakridge ("The Parties") will work together to continue developing and scaling up RAIN's Rural Entrepreneurial Development Program in the City of Lowell and the City of Oakridge.

1.2. The key contacts for this project will be **Caroline Cummings** (CEO) for RAIN, **Jeremy Caudle** (City Administrator), and **James Cleavenger** (City Administrator). The key contacts are responsible for ensuring performance of the activities and duties described in this MOU. Changes to key contacts shall be made in writing to the following addresses.

RAIN Catalysts
Caroline Cummings
Chief Executive Officer
PO Box 1564
Eugene, OR 97440
541.968.2982
caroline@oregonRAIN.org

City of Lowell
Jeremy Caudle
City Administrator
107 E. 3rd Street
Lowell, OR 97452
541.937.2157
jcaudle@ci.lowell.or.us

City of Oakridge
James Cleavenger
City Administrator
48370 7th St.
Oakridge, OR 97463
541-953-4624
cityadministrator@ci.oakridge.or.us

1.3. Through this MOU, the City of Lowell and the City of Oakridge **each** agree to provide RAIN \$10,000 in FY 24/25 and \$10,000 in FY 25/26. These funds will be allocated for Rural Venture Catalyst support, potentially an Entrepreneur-in-Community (EIC), and resources for entrepreneurs and innovators in the City of Lowell and the City of Oakridge and for creating a culture of entrepreneurship through ecosystem-building.

1.4. RAIN's Rural Venture Catalyst shall bring entrepreneurs and potential entrepreneurs together, providing them with increased access to **people** (mentors and accomplished entrepreneurs), **programs** (workshops, boot camps, and accelerators), **physical assets** (space and equipment), and **capital** (access to statewide funding sources, grants, loans, crowdfunding, and equity financing).

1.5. The Parties recognize that \$20,000 total per year is a significant investment in advancing the innovation economy in the City of Lowell and the City of Oakridge and further recognize that **more investment will be required to fully implement and sustain the program**. The City of Lowell and the City of Oakridge will support RAIN's efforts to advance additional funding opportunities from foundations, counties, private corporations, the State of Oregon, and the Federal Government.



2. Duration of Agreement

- 2.1. This MOU will be in effect from July 1, 2024 through June 30, 2026 and may be updated at any time through mutual written agreement of the parties.**
- 2.2. No party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.**

3. Goals

- 3.1. Continue to sustain and elevate the regional entrepreneurial ecosystem.**
- 3.2. Raise additional funds for Rural Venture Catalyst activities in the City of Lowell and the City of Oakridge.**
- 3.3. Support and expand mentoring, meetups, and other events to help gather, educate, and support entrepreneurs and innovators.**
- 3.4. Continue to activate capital in the region.**
- 3.5. Track overall budget and report progress to funders and partners.**
- 3.6. Maintain and expand an established database of entrepreneurs, mentors, and ecosystem stakeholders.**
- 3.7. Continue launching and supporting previously identified and assisted startups.**
- 3.8. Deliver wrap-around mentoring services to startups with the best potential in the City of Lowell and the City of Oakridge.**
- 3.9. Continue identifying and building partnerships to sustain and elevate the region's entrepreneurial ecosystem.**
- 3.10. Meet other goals, as mutually agreed-upon by The Parties.**

4. RAIN Catalysts's Responsibilities

- 4.1. RAIN shall provide ongoing training, support, and supervision to the Rural Venture Catalyst and other staff serving the City of Lowell and the City of Oakridge.**



4.2. RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to continue implementing its Rural Entrepreneurial Development Program, which includes tracking and supporting ecosystem partners and key stakeholders, asset mapping, community outreach, surveying, and other investigative activities to assess culture and climate as it relates to entrepreneurship and overall community readiness to continue building and sustaining the region's entrepreneurial ecosystem.

4.3. RAIN shall monitor the overall budget and metrics for this program and report progress to the City of Lowell, the City of Oakridge, and other funders. Metrics tracked and reported shall include: number of entrepreneurs identified and assisted, number of companies identified and assisted, revenue generated by companies assisted, jobs created/retained by companies assisted, number and type of activities hosted, mentors engaged, and partners engaged.

4.4. RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to create and implement specific strategies to scale up an entrepreneurial ecosystem in the City of Lowell, the City of Oakridge, and the region. Within the City of Lowell and the City of Oakridge, RAIN shall:

4.4.1. Meet entrepreneurs in public spaces in their communities (i.e., coffee shops, libraries, city town halls, community centers, granges, restaurants, schools, etc.) to learn about their startup ideas and connect them to resources. These activities take the form of hosted events, workshops, and one-to-one mentoring. They create a new social infrastructure by going to the entrepreneur, rather than requiring the entrepreneur to come to them.

4.4.2. Conduct interactive educational events both online and offline.

4.4.3. Conduct and update (at least annually) Oakridge & Lowell's "Entrepreneurial Ecosystem Elements Scorecard."

4.4.4. Conduct (and regularly update) stakeholder and asset mapping to identify resources and gaps in the regional entrepreneurial ecosystem.

4.4.5. Conduct ongoing community outreach.

4.4.6. Track and report program metrics.

4.4.7. Provide marketing and communications support for the program.

4.4.8. Activate capital in the region, as appropriate and possible.

4.4.9. Gather and report success stories as they arise.



4.5. RAIN shall continue building a network of stakeholders who have a shared vision for establishing an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge, including entrepreneurs, volunteers, businesses, local and regional governments, and organizations representing underserved populations.

4.6. RAIN shall provide communication and public relations support for this program.

4.7. RAIN shall work with the City of Lowell and the City of Oakridge to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial “asks,” where appropriate.

4.8. RAIN shall work collaboratively with the City of Lowell and the City of Oakridge to gather case study documentation, including videos, interviews, quotes, stories, and “essential questions” at community events, town halls, and forums.

5. The City of Lowell and the City of Oakridge’s Responsibilities

5.1. The City of Lowell and the City of Oakridge shall work collaboratively with RAIN to create and implement specific strategies to continue assessing, supporting, and building an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge, including strategies that are innovative.

5.2. The City of Lowell and the City of Oakridge shall work with RAIN to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial “asks,” where appropriate.

5.3. The City of Lowell and the City of Oakridge shall help RAIN promote outreach and activities for this program by encouraging its staff and economic development partners to increase engagement with RAIN and to work collaboratively with RAIN in the ecosystem.

5.4. The City of Lowell and the City of Oakridge shall support RAIN’s communication and public relations activities for this program, as needed.

5.5. The City of Lowell and the City of Oakridge shall work collaboratively with RAIN to gather case study documentation, including videos, interviews, quotes, stories, and “essential questions” at community events, town halls, and forums.

5.6. The City of Lowell and the City of Oakridge work collaboratively with RAIN to develop and submit a sustainability plan that identifies potential sources of support and a timeline and action plan for accessing or applying to those sources.



5.7 The City of Lowell and the City of Oakridge will include language in their respective strategic plans (Comp Plans) that supports entrepreneurship, emerging businesses, and small businesses as part of building a resilient economy for the region.

5.8. The City of Lowell and the City of Oakridge shall engage with the RAIN Rural Venture Catalyst and actively support the program to foster maximum program results.

6. Payment Schedule

6.1. The City of Lowell and the City of Oakridge shall each provide \$10,000 per year for two (2) years to RAIN to scale up an entrepreneurial ecosystem in the City of Lowell and the City of Oakridge that focuses on helping startups launch and thrive.

6.1.1. The first payment shall be paid to RAIN by July 15, 2024 in the amount of \$10,000 by the City of Lowell and \$10,000 by the City of Oakridge.

6.1.2. The second payment shall be paid to RAIN by July 15, 2025 in the amount of \$10,000 by the City of Lowell and \$10,000 by the City of Oakridge.

6.2. The second payment shall be contingent on satisfactory progress toward the performance of the agreed-upon metrics named in Section 4.3. and on budget considerations for The Parties. The decision by the City of Lowell and the City of Oakridge about the second payment shall be made no later than May 1, 2025 to enable RAIN to address budget, staffing, and other contract considerations.

7. Diversity, Equity, and Inclusion

7.1. Just as biodiversity strengthens natural systems, the diversity of human experience strengthens our entrepreneurial ecosystem building efforts. RAIN represents and reflects that human diversity, embracing it in all the communities where we work, in order to achieve our goals. To that end, we are committed to increasing the diversity of our staff, board, volunteers, mentors, and partners, and to fostering an inclusive network of stakeholders and partners in all kinds of communities, from rural to urban.

7.2. Equity, diversity, and inclusion is not only a best practice for business, it's a strategic imperative. Our business and strategies are enriched and made stronger by the contribution of the experiences, perspectives, and values of diverse individuals and communities. Creating an innovation economy transcends political, cultural, and social boundaries, and so must RAIN in order to expand our reach and engage more people in Oregon's entrepreneurial ecosystem.

7.3. RAIN is dedicated to providing a work environment that prioritizes fairness and respect. At RAIN, everyone is treated equally and is encouraged to achieve their fullest potential. We respect the



individuality of each member of our community, and we are committed to a workplace free of any kind of discrimination based on race, color, religion, sex, age, sexual orientation, gender identity and expression, disability, national or ethnic origin, politics, or veteran status.

7.4. With a plurality of voices, RAIN will inspire more entrepreneurs and help create more jobs and revenue in Oregon. Respect, inclusion, and opportunity for people of all backgrounds, lifestyles, and perspectives will attract the best ideas and harness the greatest passion to shape a more vibrant future for all Oregonians. By honoring and celebrating the remarkable diversity of the human species, RAIN will bring new creativity, effectiveness, and leadership to our work.

8. Intellectual Property

8.1. The Parties agree that any intellectual property that is jointly-developed by the parties to this MOU may be used by both parties for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

8.2. All intellectual property that was developed independently by one party to this MOU shall be the sole property of that party, requiring written consent before it could be used by the other party.

9. Association

9.1 The Parties are not entering into a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.2. The Parties shall not refer to this MOU or treat the arrangements of this MOU as a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.3. The Parties shall not take any actions that would be inconsistent with the intentions of this paragraph.

10. Dispute Resolution

10.1. The Parties agree that, in the event of any dispute between them relating to this MOU, they shall first seek to resolve the dispute through informal discussions, which shall be initiated in writing.

10.2. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days from the written notice of dispute, The Parties agree to attempt to resolve the dispute by mediation.



10.3. The Parties agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute procedures.

10.4. Any party to this MOU may commence the mediation process by providing to the other party written notice (Initial Mediation Notice) setting forth the subject of the dispute, claim, or controversy and the relief requested.

10.5. Within ten (10) days after receipt of the Initial Mediation Notice, the other party shall deliver a written response to the initiating party's notice.

10.6. The initial mediation session shall be held within thirty (30) days after the Initial Mediation Notice.

10.7. The costs of mediation shall be shared equally by each party to the mediation.

10.8. The Parties do not waive their legal right to adjudicate this MOU in a legal forum.

11. Entirety

11.1. This MOU constitutes the entire agreement among The Parties concerning the subject matter thereof.

11.2. All prior agreements, discussions, representations, warranties, and covenants are merged herein.

11.3. There are no warranties, representations, covenants, or agreements (expressed or implied) between the parties except those expressly set forth in this agreement.

11.4. Any amendments or modifications of this agreement shall be in writing and executed by The Parties.

11.5. Electronic signatures are valid and binding.

11.6. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement.

11.7. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of each party's responsibilities and obligations hereunder have been duly authorized and that this MOU is a valid and legal agreement binding on each party and enforceable in accordance with its terms.



For RAIN Catalysts

Caroline Cummings

Signature

Caroline Cummings
Name

Chief Executive Officer
Title

2/22/2024
Date

For City of Lowell

Signature

Jeremy Caudle
Name

City Administrator
Title

Date

For City of Oakridge

Signature

James Cleavenger
Name

City Administrator
Title

Date

Business of the City Council
City of Oakridge, Oregon
March 7, 2024

Agenda Title: TRT Block Grant Program Allocations

Agenda Item No: 11.4

Proposed Council Action: A motion from the floor to approve

Exhibits: TRT Block Grant Program Application

Author: CA

ISSUE:

According to criteria #4 of the TRT Block Grant Program rules/letter (attached as an exhibit), which is an informal city policy, "funds for the program will be allocated annually during the budget process." We have not been doing this in recent years. Instead, we have simply granted these requests on a rolling basis, as long as TRT funds are available. We receive around \$25,000 a year in TRT funds and we currently have over \$20,000 in available funds. The rules/letter needs additional updating and edits, which the Admin Committee can help with, including raising the 50% match limit to \$1,000, as previously approved by City Council last year.

The question for City Council now is: Should this program have funds allocated to it during the budget process? Or should city staff continue to approve applications as they are received (as long as funds are available)?

FISCAL IMPACTS: None

OPTIONS:

1. Require a set amount of TRT funds to be set aside for the Block Grant Program for each fiscal year, beginning in FY 24-25.
2. Allow the CA to continue to approve TRT Block Grant Program applications as they are received, as long as there are TRT funds available.

STAFF RECOMMENDATION: Option 2

OPTION 1 RECOMMENDED MOTION: *"I move to require that a certain amount of TRT funds be set aside for the TRT Block Grant Program for each fiscal year, beginning in fiscal year 24-25."*

OPTION 2 RECOMMENDED MOTION: *"I move to allow the CA to continue to approve TRT Block Grant Program applications as they are received, as long as TRT funds are available."*

STRATEGIC THEMES/GOALS INVOLVED:

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.

TRT BLOCK GRANT PROGRAM

The Goal is to Beautify our City using Transient Room Tax

TRT program targets all properties in the Up Town & Highway 58 Business Districts.

- Maximum reimbursement is ~~\$500~~^{\$1,000} or 50% of project costs.
- All TRT request for Reimbursements should be submitted upon completion of the project.
- Copy of all receipts along with before and after photos are required for grant consideration.
- Grants are offered on a first come, first serve bases and must be submitted within the same fiscal year (July-July)
- For further details and requirements please contact the City of Oakridge to obtain the project criteria.

Steps for Participating

1. Submit completed TRT application to the City Administrator
2. Take 1 photo of project BEFORE work begins
3. Purchase supplies and complete project
4. Take 1 photo of project AFTER work is complete
5. Submit completed request for reimbursement form to the City Administrator
also email before and after photos along with receipts.
6. Receive reimbursement within 30 days



CITY OF OAKRIDGE
48318 E. 1st Street - PO Box 1410
Oakridge OR 97463
ci.oakridge.or.us
541-782-2258



City of Oakridge
48318 E. 1st Street-P.O. Box 1410
Oakridge, Oregon 97463
Phone: 541-782-2258 FAX: 541-782-1081
Transient Room Tax Block Grant Program
Project Criteria

GOAL:

To use Transient Room Tax funds to beautify the City, by specifically targeting the properties in the Up Town District (C-2) and the Highway 58 Business District (C-3) requiring assistance for minor renovations, building maintenance, lot maintenance to include striping and landscaping, *painting, and murals.*

OBJECTIVE:

1. Attraction of visitors to rural communities through presentation of well maintained business district properties.
2. Use of the TRT Block Grant program to promote visits and stays.
3. Promote return visits to Oakridge and Lane County communities.

CRITERIA:

1. Increase the number of visits to Oakridge and rural Lane County by improving the attractiveness of the Properties in the Up Town Business District and the Highway 58 Commercial District within the City of Oakridge through beautification.
2. Maximum reimbursement amount is 50% of project cost up to ~~\$500~~ ^{\$1,000} per project. For example, if the cost of the project is \$100, the business owner can request up to \$50 for reimbursement from the City. If the cost of a project is \$1000, the property owner can request up to \$500 for reimbursement from the City. A TRT Request for Reimbursement form and a copy of receipts should be submitted upon completion of the project in order to receive the funds. All request for reimbursements must be submitted within the same Fiscal Year that the funds were allocated.
3. A property owner can present a project to the City Administrator using the TRT Project Application request form. All requests must be turned into the City on an approved application. Property owners will be advised within ten (10) business days if their requests were approved.
4. The funds for this program will be allocated annually during the City of Oakridge Budget process. The requests will be taken as a first come first serve basis until all funds have been allocated.
5. One (1) picture before and one (1) picture after work is completed. The pictures will be emailed to cityadministrator@ci.oakridge.or.us with TRT Block Grant in the e mail subject line or submitted with the request for reimbursement form.

6. Projects eligible for the program include, but are not limited to, minor exterior renovations, ~~building maintenance, lot maintenance (including striping), and landscaping,~~ *painting, and murals.*

7. Please follow the below listed steps to participate in the City of Oakridge TRT Block Grant Program.

Step 1: Complete TRT Project Application for and submit to the City Administrator or his/her designee.

Step 2: After approval take one (1) photo of the project area before work begins.

Step 3: Purchase supplies and complete project. Save all receipts for reimbursement.

Step 4: Take one (1) photo of the project area after work is complete.

Step 5: Complete TRT request for reimbursement form. Submit to City Administrator or designee with all receipts of funds spent. Also, email before and after photos to the email address above or include them with your reimbursement request.

Step 6: Receive reimbursement check after processing reimbursement documents within 30 days.

I understand that I must abide by these guide lines and the conditions outlined in the TRT Block Grant Application.

TRT PROJECT BUDGET

Project: _____

Property Owner: _____
Project Address & Mailing Address: _____

Contact Person: _____

Phone: _____ **Email address** _____

Fax Number: _____

Budget Category	Expenses	Dollar Amount Reimbursement Requested
Personnel	\$	\$
Equipment/Supplies	\$	\$
Other	\$	\$
Total	\$	\$
Funds Requested	\$	\$

Prepared by: _____

Title: _____
Signature of Point of Contact: _____

Title: _____

Note:
This Project Budget must be submitted in the original grant application.

TRT REQUEST FOR REIMBURSEMENT

Project: _____

Property Owner: _____

Project Address & Mailing Address: _____

Contact Person: _____

Phone: _____ **Email address** _____

Fax Number: _____

Budget Category	Expenses	Documentation Attached?	Reimbursement Requested*
Personnel			\$
Equipment/Supplies	\$		\$
Other	\$		\$
Total	\$		\$
Funds Requested	\$		\$

Prepared by: _____

Title: _____

Signature of Point of Contact: _____

Title: _____

*** Amounts Requested for Reimbursement must have adequate supporting documentation.**

**Business of the City Council
City of Oakridge, Oregon
March 7, 2024**

Agenda Title: WeRSharp request to rent food storage space in the WAC kitchen

Agenda Item No: 11.5

Exhibits:

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

Agenda Bill Author: CA

ISSUE:

WeRSharp, a 501c3 charity, is requesting to rent food storage space in the WAC kitchen on a temporary month-to-month basis for \$250 per month. WeRSharp, in partnership with the Oakridge United Methodist Church, have recently established a program with the Eugene Mission to except fresh produce, meat, eggs, other food items, clothing, etc., to bring back and distribute to members of the community who self-identify as “in need” or “low income,” on Tuesdays and Fridays from 4-6pm, at the Methodist Church (48137 E 1st Street). Most of the food they receive is organic and comes from high-end grocery stores. Last week alone, they distributed almost 2,000 pounds of *meat alone*, plus fresh vegetables, and eggs, to 158 families.

Because they are receiving a distributing so much food, they are running out of space to store all of the food. Right now, they are using donated fridges and freezers scattered all over town. They would like to move those units into the WAC kitchen so everything is all in one central location. They would also like to have space to be able to can and preserve some of the fresh foods before it rots. However, they will continue to *distribute* the food boxes and serve hot meals, etc. from the United Methodist Church (where they have a restaurant license), *not* from the WAC. They would only have access to the kitchen area for food storage and canning, *not* distribution. WeRSharp is also looking for a more permanent location to be able to house *all* of their services in one place, so this would only be a temporary month-to-month lease.

I spoke to our insurance company, and they advised that even though the city has general liability coverage in addition to insurance on the WAC, it should still be required that either WeRSharp *or* the Methodist Church add the city as an “additionally insured” on their insurance policy to make sure the city is best protected from liability. Therefore I would require this insurance coverage in the lease agreement (hence the caveat for the insurance in the recommended motion).

Norine “Tink” Marquardt, the founder and Executive Director of WeRSharp, will be in attendance at the meeting to answer any questions.

FISCAL IMPACT: \$250.00 per month in rental income

OPTIONS: (1) Approve
(2) Deny

RECOMMENDATION: Approve

RECOMMENDED MOTION:

"I move to approve allowing WeRSharp to temporarily rent space in the WAC kitchen for food storage for \$250 per month, pending fulfilling the insurance requirement discussed during this meeting."

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.

Business of the City Council

City of Oakridge, Oregon

March 7, 2024

Agenda Title: TV Butte/Old Hazeldell
Quarry Opposition Letter & Old Dunning
Road Landfill Issue

Proposed Council Action: A motion from
the floor to approve

Agenda Item No: 11.6

Exhibits: Draft Opposition Letter, Information
packet

Author: CA

ISSUE:

Councilors Hollett, Tarman, and Brewer are drafting a letter of opposition to the proposed gravel mine at TV Butte for City Council's consideration. A draft may not be prepared in time for the 3/7/24 City Council meeting, in which case a vote on the actual letter will be tabled until the 3/21/24 meeting.

Regarding the old landfill on Duning Road, it appears that when the city sold the land to Crown Properties, LLC for \$123,000 in 2011, the City agreed to following term in the Sales Agreement:

11.3 The parties acknowledge the possibility of Hazardous Substances existing on the Landfill Portion of the Property prior to Buyer's possession of the Property. Therefore, Seller agrees that it shall indemnify and hold Buyer harmless to the extent allowed by law for any loss, liability, claim, damage, clean up cost, fine, fee, penalty or the like suffered directly or from a third-party claim or any other persons or property arising out of or related to the existence, placement or contamination resulting from Hazardous Substances on the Landfill Portion of the Property. The term "Hazardous Substance" shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any "Environmental Law" and shall include, without limitation, petroleum oil and its fractions. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

In other words, it appears that the City would be liable, at least in some part (additional 3rd party defendants could potentially be added depending on the nature of any potential claims), for any environmental issues stemming from the old landfill. I have requested our City Attorney to do additional research on this issue.

Additional information is included in the attached information packet. Here is the current application under review: <http://apps.lanecounty.org/LMDPro/FileViewer.aspx?ID=25353069>

More information on the 2016 application is available here:

www.lanecounty.org/government/county_departments/public_works/land_management_division/land_use_planning___zoning/old_hazeldell_quarry_project_page

The "Save TV Butte" group (not a city sponsored organization) is hosting a public townhall meeting (not a city sponsored event) on these issues on Monday March 11th at 6pm at the High School.

FISCAL IMPACTS: UNK

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: UNK

RECOMMENDED MOTIONS: *"I move to approve the draft letter of opposition."*

STRATEGIC THEMES/GOALS INVOLVED:

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

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 #3: Seek opportunities to revitalize the City's business corridors and neighborhoods to provide safe and beautiful places to live and work.

**SALE AGREEMENT AND
RECEIPT FOR EARNEST MONEY
(T.V. Butte Property)**

DATE:

SELLER: City of Oakridge
P.O. Box 1410
Oakridge, OR 97463

BUYER: Crown Properties, LLC
30414 Le Bleu Rd
Eugene, OR 97405

Recitals

A. Seller has declared certain real property, the size of approximately 28.85 acres as more fully described below, surplus property and available for sale.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it having the legal descriptions set forth on Exhibit A (the "Property") and Enclosed Figure 1.

C. The parties acknowledge that a certain portion of the Property, as set forth on Exhibit B and Figure 2 (the "Landfill Portion of the Property"), may have been previously used as a landfill of some type.

Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$123,000 (the "Purchase Price").

2. **Earnest Money.** Seller hereby acknowledges receipt of the sum of \$5,000, evidenced by Buyer's promissory note payable on removal by Buyer of the conditions set forth in Section 6 below.

3. **Payment of Purchase Price.** The Purchase Price must be paid as follows:

3.1 At closing, the earnest money will be credited to the Purchase Price.

3.2 At closing, Buyer must pay the balance of the purchase price in cash.

4. **Closing.** Time is of the essence. Closing must take place on a mutually agreed on date, but in no event later than August 31, 2011 (the "Closing Date"), at the offices of a Title Company in Lane County, Oregon to be determined by the parties (the "Title Company"). The terms *closed*, *closing* or *closing date* mean when the deed or contract is recorded and funds are

available to Seller. Each party must pay one-half of the escrow fee and one-half of any transfer taxes.

4.1 Seller will deposit the following:

- (1) The conveyance documents described in Section 7, duly executed and acknowledged;
- (2) A duly executed affidavit certifying that Seller is not a foreign person, trust, partnership, or corporation in compliance with the requirements of IRC §1445(b), if necessary;
- (3) Original counterparts or legible photocopies of all documents, feasibility studies, surveys, engineering reports, and other items of a similar nature in the possession of Seller that relate to the Property;
- (4) Such documents as Buyer or the Title Company may require to evidence the authority of Seller to consummate this transaction; and
- (5) Such other documents and funds, including (without limitation) escrow instructions, that are required of Seller to close the sale in accordance with this Agreement.

4.2 Buyer will deposit the following:

- (1) The cash payment specified in Section 3, minus any credits due Buyer under the terms of this Agreement;
- (2) Any documents that Seller or the Title Company may require to evidence the authority of Buyer to consummate the transaction contemplated; and
- (3) Any other documents and funds, including (without limitation) escrow instructions, that are required of Buyer to close the sale and purchase of the Property in accordance with this Agreement.

5. Preliminary Title Report. Within 20 days after full execution of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 20 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds will be deemed Permitted Exceptions. If Buyer notifies Seller in writing of disapproval of any exceptions, Seller will have 20 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the "Seller Assurance Period"). Seller will not have any obligation to institute litigation or spend any sum of money to cure or remove any exceptions, but Seller will be obligated to remove, at or before the Closing Date, any exception created or suffered to be created by Seller that is security for payment of a sum of money (including mortgages, deeds of trust, tax liens, contractor's liens, and judgment liens) and any exception created, or suffered to be created, by Seller after the Effective Date. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may (1) terminate this Agreement, in which event any earnest money or other deposits made by Buyer will be refunded to Buyer and neither party will have any further liability, (2) accept title to the Property subject to the unacceptable exceptions, or (3) Buyer may attempt to cure the unacceptable exceptions or any of them without cost or liability to Seller (but Seller will be obligated to cooperate with the cure efforts and to join in the execution

of any curative instruments that will operate to remove the unacceptable exceptions). Buyer shall provide written notice to Seller within 15 days after expiration of the Seller Assurance Period of its election.

6. Conditions

6.1 Buyer's obligation to purchase the Property is contingent on satisfaction of each of the following conditions:

6.1.1 Buyer's approval of its physical inspection of the Property. Buyer will have thirty (30) business days from the date of full execution of this Agreement, to complete its physical inspection of the Property. Buyer shall be permitted to conduct any invasive testing on any portion of the Property, or any sampling of soils or other elements of the Property for any purposes.

6.1.2 The continuing accuracy of all of Seller's representations in this Agreement in all material respects.

6.2 Buyer and its agents must have full access to the Property for the purpose of conducting Buyer's inspections. Buyer agrees to indemnify and hold Seller harmless from all loss, damage, or liability caused as a result of Buyer or Buyer's agents' access to the Property under this section. If Buyer is not satisfied, in its sole discretion, with the result of Buyer's inspections, Buyer may terminate this Agreement by written notice to Seller given at any time before the applicable date set forth above, in which event the earnest money must be refunded to Buyer. If Buyer fails to give any such notices of termination within the applicable time period, this condition will be deemed to have been waived.

6.3 Seller's obligation to sell the Property is contingent on the continuing accuracy of all of Buyer's representations in this Agreement in all material respects.

7. Marketable Title; Deed. On the Closing Date, unless agreed otherwise herein, and specifically subject to the provisions of Section 11.2, Seller will convey marketable title to the Property by statutory warranty deed, free and clear of all liens of record, excepting property taxes that are not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, and the Permitted Exceptions.

8. Title Insurance. Within 15 days after closing, Seller must furnish Buyer with an American Land Title Association owner's policy of title insurance in the amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

9. Intentionally Omitted.

10. Possession. Buyer will be entitled to possession immediately after closing on the Closing Date.

11. Additional Agreements.

11.1 Upon written request from Seller provided within five (5) years of the Closing Date, Buyer agrees that it will grant to Seller a Water Tower Easement as described below at a

location to be determined by Buyer on one or more of the following lots owned by Buyer: Tax Lots 100, 104, 401, 500 and 1900 of Lane County Tax Assessor Map #21-35-14, as these lots are shown on the tax map in effect on the date of this Agreement. The "Water Tower Easement" as used herein shall be an easement allowing the Seller the right to locate and construct the following structures: a million gallon above grade water reservoir, access road, transmission pipeline, valve and chlorine removal vaults, overflow/drain lines, manholes and surface discharge, telemetry, controls, above or below ground power as required, security fencing and any other reasonably necessary appurtenances required for the water reservoir. Permanent property easements including a 200 by 200 foot reservoir site, 30-foot access corridor, 20-foot pipeline maintenance corridor and any required drainage ways will be recorded by the parties, upon completion of construction. The parties agree that the land dedicated to the Water Tower Easement shall be free of any facilities, structures, roads or improvements of any type that negatively impact the construction of the Water Tower Easement. All costs for design, construction and easements necessary for the reservoir and/or the Seller's use of the Water Tower Easement will be borne by the Seller. Seller shall agree in such easement to indemnify and hold Buyer harmless to the extent allowed by law for all activities related to the Water Tower Easement, the reservoir, or activities related thereto. This provision shall survive closing and shall inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

11.2 The parties agree that the Deed required by Section 7 herein will contain a restriction stating that no permanent, enclosed improvements shall be constructed and no significant excavating work shall be performed on the Landfill Portion of the Property except for the purpose of access road construction to the northerly and easterly areas of the Landfill Portion of the Property. The parties agree that this restriction will not prohibit Buyer from storing equipment or material, running heavy machinery or otherwise using the Landfill Portion of the Property. This restriction of use shall govern this area of the parcel in perpetuity.

11.3 The parties acknowledge the possibility of Hazardous Substances existing on the Landfill Portion of the Property prior to Buyer's possession of the Property. Therefore, Seller agrees that it shall indemnify and hold Buyer harmless to the extent allowed by law for any loss, liability, claim, damage, clean up cost, fine, fee, penalty or the like suffered directly or from a third-party claim or any other persons or property arising out of or related to the existence, placement or contamination resulting from Hazardous Substances on the Landfill Portion of the Property. The term "Hazardous Substance" shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any "Environmental Law" and shall include, without limitation, petroleum oil and its fractions. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

12. **Buyer's Representations.** Buyer represents and warrants to Seller that to the best of Buyer's knowledge, information, and belief:

(1) Buyer is a validly existing and duly organized limited liability company under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the state of Oregon.

(2) The execution of this Agreement by Buyer and Buyer's performance of all its obligations hereunder are not subject to any approval or consent of any person, board, committee, or third party.

(3) Buyer is not a party to any litigation or civil or criminal proceedings; no petitions in bankruptcy have been filed by or against Buyer; and none of Buyer's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

(4) This Agreement does not breach or violate any term or provision of any other agreement or contract to which Buyer is a party.

(5) Buyer acknowledges that Buyer has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property, and, except as specifically stated herein, Buyer is not relying on, nor has Buyer been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding any of such items except as set forth herein. Except for any actionable breaches of Seller's representations and warranties contained herein, Buyer's acceptance of the Property and the satisfaction or waiver of all Buyer's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by Buyer. Buyer does not have the option to close this transaction without accepting the Property in its then current condition, and Buyer acknowledges that except for any Seller's breach of an express warranty stated in this Agreement, Buyer is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by Seller except as set forth herein.

13. Seller's Representations. Seller represents and warrants to Buyer that to the best of Seller's knowledge, information, and belief:

(1) Seller has received no written notice of any liens to be assessed against the Property.

(2) Seller has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.

(3) Seller is not a *foreign person* as that term is defined in IRC §1445(f)(3). On the Closing Date, Seller will execute and deliver to Buyer a certification of nonforeign status on a form required by the IRS.

(4) Seller will defend, indemnify, and hold harmless to the extent allowed by law Buyer and its members from and against all third-party claims for premises liability regarding any injury or damage to the third party or its property that occurred on or about the Property before the Closing Date.

All representations and warranties contained in this Agreement will survive closing and the conveyance of the Property to Buyer.

14. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Buyer may assign its interest in this Agreement and the Property to any person or

entity, without the consent of Seller. If an assignee assumes the obligations of Buyer hereunder, then Buyer will have no further liability with respect to this Agreement.

15. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 6.1 above are satisfied or waived by Buyer and Buyer fails or refuses to close this transaction, through no fault of Seller, Seller will be entitled to retain or collect all earnest money paid or agreed to be paid, as liquidated damages, and this Agreement will be of no further effect, it being the intention of the parties that Buyer may forfeit the earnest money and be free of any further obligations under this Agreement. If the conditions described in Section 6.3 above are satisfied or waived by Seller and Seller fails to deliver the deed described in Section 7 above on the Closing Date or otherwise fails or refuses to close this transaction, through no fault of Buyer, all earnest money will be refunded to Buyer. Acceptance by Buyer of the refund will not constitute a waiver of other remedies available to Buyer, it being the intention of the parties that Buyer will retain all available remedies for breach of contract, including but not limited to the right of specific performance.

16. Attorney Fees. If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court or arbitrators, as the case may be, and, in the event of appeal, as set by the appellate courts.

17. Notices. All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

18. Entire Agreement. This Agreement and the agreements referenced herein set forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

19. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon.

20. Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND

SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009..

SELLER:
City of Oakridge

BUYER:
Crown Properties, LLC

By: _____

By: _____

Dated: _____, 2011

Dated: _____, 2011

EXHIBIT A
Legal Description of Property

Beginning at Point "C" consisting of a 5/8 inch iron rod stamped "Keith Leavitt PLS 1613" located in N.E. quarter of the N.W. quarter of Section 22 Township 21 South, Range 3 East, Willamette Meridian run thence South 00°49'51" West 1073.88 feet along the easterly property line of Parcel to Point "A" consisting of a 5/8 inch iron rod with YPC Stamped "POAGE ENG & SURVEYING", thence South 41°28'53" West 140.71 feet along a curved line of the southerly property boundary; thence South 21°19'40" West 55.03 feet along the southerly property boundary; thence South 28°35'35" West 143.77 feet along the curved line of the southerly property boundary; thence South 50°59'55" West 23.49 feet along the curved line of the southerly property boundary; thence South 47°19'55" West 32.09 feet along the curved line of the southerly property boundary; thence South 41°32'54" West 55.58 feet along the curved line of the southerly property boundary; thence South 37°52'54" West 60.44 feet along the southerly property boundary; thence South 62°47'54" West 144.37 feet along the curved line of the southerly property boundary; thence South 87°42'54" West 14.87 feet along the southerly property boundary; thence North 86°37'40" West 108.19 feet along the curved line of the southerly property boundary; thence North 56°47'21" West 54.63 feet along the southerly property boundary; thence North 67°34'54" West 143.87 feet along the southerly property boundary; thence North 06°24'28" East 79.25 feet along the line of the westerly property boundary; thence North 04°39'32" East 335.89 feet along the curved line of the westerly property boundary; thence North 09°24'30" West 746.46 feet along the curved line of the westerly property boundary; thence North 69°43'34" East 20.00 feet along the westerly property boundary; thence North 24°55'43" West 318.08 feet along the curved line of the westerly property boundary; thence North 89°27'07" East 992.55 feet along the line of the northerly property boundary to the point of beginning.

EXHIBIT B
Legal Description of Former Landfill Portion of the Property

Beginning at a point located first 536.94 feet South $0^{\circ}49'51''$ West of Point "C" located in N.E. quarter of the N.W. quarter of Section 22 Township 21 South, Range 3 East, Willamette Meridian along the easterly property line of said Parcel, then South $44^{\circ}51'14''$ West 634.06 feet from the first; thence South $44^{\circ}51'14''$ East 417.91 feet; thence South $44^{\circ}12'12''$ West 76.91 feet along the curved line of the southerly property boundary; thence South $45^{\circ}12'24''$ West 111.29 feet along the curved line of the southerly property boundary; thence South $37^{\circ}52'54''$ West 60.44 feet along the southerly property boundary; thence South $62^{\circ}47'54''$ West 144.37 feet along the curved line of the southerly property boundary; thence South $87^{\circ}42'54''$ West 14.87 feet along the southerly property boundary; thence North $86^{\circ}37'40''$ West 108.01 feet along the curved line of the southerly property boundary; thence North $56^{\circ}47'21''$ West 54.63 feet along the southerly property boundary; thence North $67^{\circ}34'54''$ West 143.87 feet along the southerly property boundary; thence North $05^{\circ}29'51''$ East 165.28 feet along the westerly property boundary; thence North $44^{\circ}51'14''$ East 401.07 feet to the beginning of said Partition.

AFTER RECORDING RETURN TO:
CASCADE TITLE COMPANY

CT022273 B 11-1908 SV. 21-35-22 #500

811 WILLAMETTE ST., EUGENE, OR 97401

Approved for Recording: October 6, 2011

City Of Oakridge

BY: Ruthan Plumble
City Recorder

Lane County Clerk
Lane County Deeds and Records

2011-046020



\$57.00

10/12/2011 10:58:12 AM

RPR-DEED Cnt=1 Stn=1 CASHIER 05
\$20.00 \$11.00 \$16.00 \$10.00

TAX STATEMENTS:

Stonebroke, LLC
P.O. Box 1758
Eugene, OR 97404

AFTER RECORDING RETURN TO:

Benjamin M. Kearney, Attorney at Law,
800 Willamette Street, Suite 800
Eugene, OR 97401

STATUTORY SPECIAL WARRANTY DEED

THE CITY OF OAKRIDGE, OREGON, AN OREGON MUNICIPAL CORPORATION, hereinafter called Grantor, hereby grants and conveys and specially warrants to **STONEBROKE, LLC, AN OREGON LIMITED LIABILITY COMPANY**, hereinafter called Grantee, and all of Grantee's heirs, successors and assigns, all of the Grantor's right, title and interest in and to that certain real property with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, free of all encumbrances created or suffered by Grantor except as specifically set forth herein situated in Lane County, Oregon, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To Have and to Hold the same unto the Grantee's and Grantee's heirs, successors and assigns forever. And the Grantor hereby covenants to and with the Grantee and Grantee's heirs, successors and assigns that the real property is free from encumbrances created or suffered by Grantor except easements, rights-of-way, zoning ordinances, building and use restrictions, reservations in federal patents and other matters of record as of the date hereof.

The true and actual consideration for this conveyance is \$123,000.

Further, the Grantee hereby covenants for itself, its successors and assigns, that no permanent, enclosed improvements shall be constructed and no significant excavating work shall be performed on the portion of the Property described on the attached Exhibit "B" except for the purpose of access road construction to the northerly and easterly areas of Exhibit "B" Property. This restriction will expressly not prohibit Grantee, its successors or assigns, from storing equipment or material, running heavy machinery or otherwise using the Exhibit "B" Property. This restrictive covenant shall run with the land and be irrevocable.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to companies and to individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S

RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this 6 day of October, 2011.

CITY OF OAKRIDGE

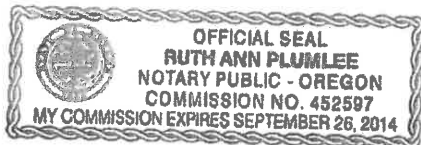
Donald E. Hampton
DONALD E. HAMPTON, MAYOR

STATE OF OREGON

ss

COUNTY OF LANE

On 6th Oct, 2011, personally appeared before me the above-named Donald E. Hampton, as Mayor of the City of Oakridge who acknowledged the foregoing instrument to be its voluntary act and deed, authorized by its City Council.



Ruth Ann Plumlee
Notary Public for Oregon
My Commission Expires: 9/26/2014

EXHIBIT A
Legal Description of Property

Beginning at computed N.E. corner Section 22, Township 21 South, Range 3 East, Willamette Meridian per case file number 26158, Leavitt 1983; thence South 89° 27' 51" West 2578.08 feet along the Northerly section line to the South 1/4 corner Section 15, Township 21 South, Range 3 East, a point consisting of a brass cap stamped with "LANE CO SURVEYORS OFFICE 1988" noted by "FOAGE ENGINEERING & SURVEYING, INC in case file number 36465; thence North 89° 27' 51" East 1289.04 feet along the same section line to Point "C", the true point of beginning, consisting of a 5/8 inch iron rod stamped "Keith Leavitt PLS 1613" located in N.E. quarter of the N.W. quarter of Section 22, Township 21 South, Range 3 East; thence South 00° 49' 51" West 1073.88 feet along the Easterly property line of Parcel to Point "A" consisting of a 5/8 inch iron rod with YPC Stamped "FOAGE ENG & SURVEYING"; thence South 41° 28' 33" West 140.72 feet along a curved line of the Southerly property boundary; thence South 21° 19' 40" West 55.03 feet along the Southerly property boundary; thence South 28° 35' 35" West 143.77 feet along the curved line of the Southerly property boundary; thence South 50° 59' 55" West 23.49 feet along the curved line of the Southerly property boundary; thence South 47° 19' 55" West 32.09 feet along the curved line of the Southerly property boundary; thence South 41° 32' 54" West 55.58 feet along the curved line of the Southerly property boundary; thence South 37° 52' 54" West 60.44 feet along the Southerly property boundary; thence South 62° 47' 54" West 144.37 feet along the curved line of the Southerly property boundary; thence South 87° 42' 54" West 14.87 feet along the Southerly property boundary; thence North 85° 37' 40" West 108.19 feet along the curved line of the Southerly property boundary; thence North 56° 47' 21" West 54.63 feet along the Southerly property boundary; thence North 67° 34' 54" West 143.87 feet along the Southerly property boundary; thence North 06° 24' 28" East 79.25 feet along the line of the Westerly property boundary; thence North 04° 39' 32" East 335.89 feet along the curved line of the Westerly property boundary; thence North 09° 24' 30" West 750.95 feet along the curved line of the Westerly property boundary; thence South 69° 43' 34" West 20.00 feet along the Westerly property boundary; thence North 24° 55' 43" West 318.43 feet along the curved line of the Westerly property boundary; thence North 89° 31' 23" East 998.03 feet along the line of the Northerly property boundary to the true point of beginning, in Lane County, Oregon.

EXHIBIT B
Legal Description of Former Landfill Portion of the Property

Beginning at a point located first 536.94 feet South $0^{\circ}49'51''$ West of Point "C" located in N.E. quarter of the N.W. quarter of Section 22 Township 21 South Range 3 East, Willamette Meridian along the easterly property line of said Parcel, then South $44^{\circ}51'14''$ West 634.06 feet from the first; thence South $44^{\circ}51'14''$ East 417.91 feet; thence South $44^{\circ}12'12''$ West 76.91 feet along the curved line of the southerly property boundary; thence South $45^{\circ}12'24''$ West 111.29 feet along the curved line of the southerly property boundary; thence South $37^{\circ}52'54''$ West 60.44 feet along the southerly property boundary; thence South $62^{\circ}47'54''$ West 144.37 feet along the curved line of the southerly property boundary; thence South $87^{\circ}42'54''$ West 14.87 feet along the southerly property boundary; thence North $86^{\circ}37'40''$ West 108.01 feet along the curved line of the southerly property boundary; thence North $56^{\circ}47'21''$ West 54.63 feet along the southerly property boundary; thence North $67^{\circ}34'54''$ West 143.87 feet along the southerly property boundary; thence North $05^{\circ}29'51''$ East 165.28 feet along the westerly property boundary; thence North $44^{\circ}51'14''$ East 401.07 feet to the beginning of said Partition.

Lane County Clerk
Lane County Deeds & Records

2016-044482

09/09/2016 02:47:32 PM

RPR-DEED Cnt=1 Str=6 CASHIER 05 6pages
\$30.00 \$11.00 \$20.00 \$10.00 \$21.00

\$92.00

Send tax statements to:
Stonebroke, LLC
P.O. Box 1758
Eugene, OR 97440

After recording, return to:
Rebecca S. Schwarzkopf
Arnold Gallagher P.C.
800 Willamette Street, Suite 800
Eugene, OR 97401

CORRECTION CERTIFICATE

Pursuant to ORS 205.244, the attached Statutory Special Warranty Deed is being re-recorded at the request of the Grantee, Stonebroke, LLC, an Oregon limited liability company, to correct the legal description attached as Exhibit B. It was previously recorded on October 12, 2011, at Reception No. 2011-046020.

Grantor: The City of Oakridge, Oregon, an Oregon Municipal Corporation

Grantee: Stonebroke, LLC, an Oregon Limited Liability Company

CORRECTION CERTIFICATE

Property Description
Hazeldell Landfill Trench
July 18, 2016
Project No. 2372-001 D

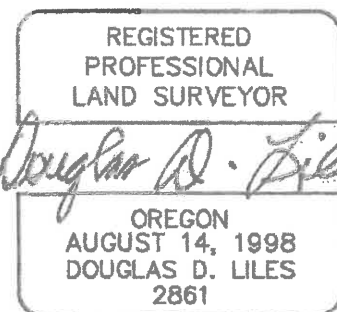
EXHIBIT "A"

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 22, Township 21 South, Range 3 East, Willamette Meridian, being a portion of that property conveyed to Stonebroke, LLC, an Oregon Limited Liability Company, in Document No. 2011-046020, Lane County Oregon Deed records, being more particularly described as follows:

Beginning at a found brass cap at the northeast corner of said Section 22, thence S 89°27'51" W, 2578.08 feet along the Northerly section line to a found brass cap at the south quarter corner of Section 15, Township 21 South, Range 3 East; thence, N 89°27'51" E, 1289.04 feet retracing the same section line to a found 5/8 inch diameter rod located at the northeast corner of said Stonebroke tract; thence, S 00°49'51" W, 947.73 feet along the Easterly property line of said Stonebroke tract; thence, N 89°10'09" W, 444.35 feet to the True Point of Beginning; thence, S 33° E, 18 feet; thence, S 08° E, 131 feet; thence, S 39° E, 41 feet; thence, S 22° E, 94 feet; thence, S 02° W, 21 feet; thence, S 33° W, 95 feet; thence, S 46° W, 14 feet; thence, N 81° W, 12 feet; thence, N 69° W, 36 feet; thence, N 33°30' W, 297 feet; thence, N 30° E, 27 feet; thence, N 57° E, 72 feet; thence, N 24° W, 44 feet; thence, N 06° W, 25 feet; thence, N 53° E, 16 feet; thence, N 87° E, 26 feet; thence, S 42° E, 80 feet; thence, N 83° E, 18 feet; thence, N 32° E, 36 feet to the True Point of Beginning.

Containing 57,573 square feet, more or less.

Bearings are based on CS number 36,465 Lane County Survey Records.



RENEWS: 12-31-2016

Property Description
Hazaldell Landfill Trench
July 18, 2016
Project No. 2372-001 D

EXHIBIT B

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 22, Township 21 South, Range 3 East, Willamette Meridian, being a portion of that property conveyed to Stonebroke, LLC, an Oregon Limited Liability Company, in Document No. 2011-046020, Lane County Oregon Deed records, being more particularly described as follows:

Beginning at a found brass cap at the northeast corner of said Section 22, thence S 89°27'51" W, 2578.08 feet along the Northerly section line to a found brass cap at the south quarter corner of Section 15, Township 21 South, Range 3 East; thence, N 89°27'51" E, 1289.04 feet retracing the same section line to a found 5/8 inch diameter rod located at the northeast corner of said Stonebroke tract; thence, S 00°49'51" W, 947.73 feet along the Easterly property line of said Stonebroke tract; thence, N 89°10'09" W, 444.35 feet to the True Point of Beginning; thence, S 33° E, 18 feet; thence, S 08° E, 131 feet; thence, S 39° E, 41 feet; thence, S 22° E, 84 feet; thence, S 02° W, 21 feet; thence, S 33° W, 95 feet; thence, S 46° W, 14 feet; thence, N 81° W, 12 feet; thence, N 69° W, 36 feet; thence, N 33°30' W, 297 feet; thence, N 30° E, 27 feet; thence, N 57° E, 72 feet; thence, N 24° W, 44 feet; thence, N 06° W, 25 feet; thence, N 53° E, 16 feet; thence, N 87° E, 26 feet; thence, S 42° E, 80 feet; thence, N 83° E, 18 feet; thence, N 32° E, 36 feet to the True Point of Beginning.

Containing 57,573 square feet, more or less.

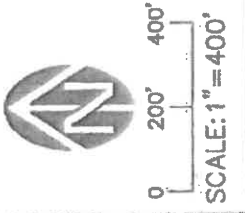
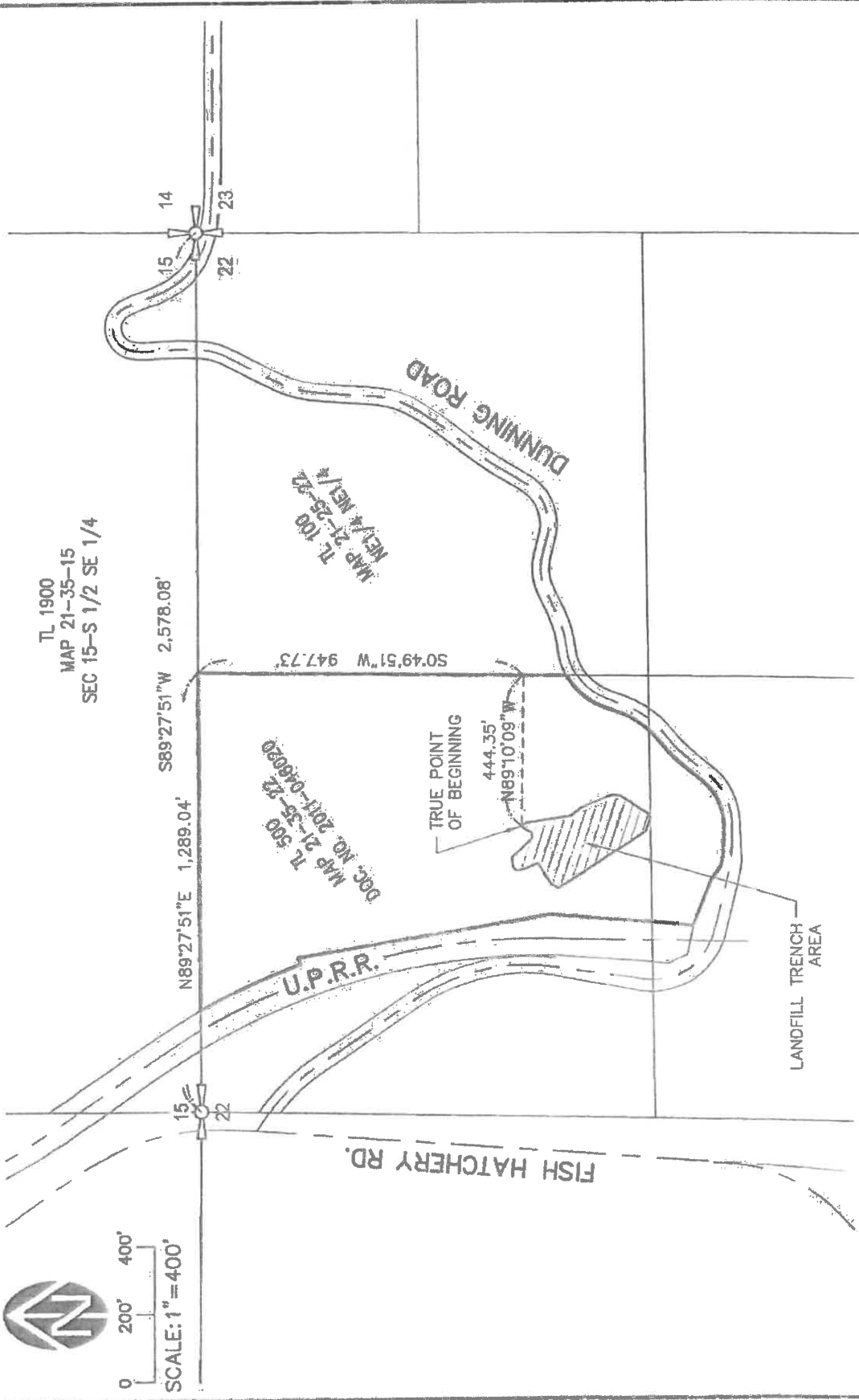
Bearings are based on CS number 36,485 Lane County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Douglas D. Liles

OREGON
AUGUST 14, 1998
DOUGLAS D. LILES
2861

RENEWS: 12-31-2016



DATE	2016-07-18
DRAWN BY	DDL
CHECKED BY	SLH2
REVISION	0
JOB NO.	2372-001.D

WESTLAKE	
CONSULTANTS, INC.	
ENGINEERING	SURVEYING
PLANNING	
PACIFIC CORPORATE CENTER 16115 S.W. SEASIDE PARKWAY, SUITE 150 TIGARD, OREGON 97224 (503) 864-0652 FAX (503) 864-0157	

EXHIBIT B PAGE 1 OF 1
 LOCATED IN THE NE 1/4 OF SECTION 22
 TOWNSHIP 21 S., RANGE 3 E., W.M.
 LANE COUNTY, OREGON

Lane County Clerk
Lane County Deeds & Records

2017-055419

11/07/2017 03:39:40 PM

RPR-ESMT Cnt=1 Stn=0 CASHIER 01 11pages
\$10.00 \$20.00 \$21.00 \$11.00 \$55.00

\$117.00

After recording, please return to:
Micheal M. Reeder
Arnold Gallagher P.C.
800 Willamette Street, Suite 800
Eugene, OR 97401

WATER RESERVOIR EASEMENT AGREEMENT

BETWEEN: Old Hazeldell Quarry, LLC,
an Oregon limited liability company ("Grantor")
c/o Micheal M. Reeder
Arnold Gallagher P.C.
800 Willamette Street, Suite 800
Eugene, OR 97401

AND: City of Oakridge,
a Municipal Corporation in the State of Oregon ("Grantee")
P.O. Box 1410
Oakridge, OR 97463

EFFECTIVE DATE: OCTOBER 31, 2017

RECITALS

- A. Grantor, formerly known as Stonebroke, LLC, owns the real property located in Lane County, Oregon, and more particularly described in Exhibit A (the "Grantor Property").
- B. Grantee intends to construct a 1,000,000 gallon water reservoir structure and associated transmission lines and access for Grantee's planned water system improvements pursuant to Lane Code 16.210(3)(i), (j), (5), (7) and (8) on the Grantor Property (the "Project").
- C. Grantor has agreed to grant certain easements to Grantee over the Grantor Property, on the terms and conditions set forth in this Water Reservoir Easement Agreement (this "Agreement").

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Easement. Grantor hereby grants to Grantee a perpetual easement over certain portions of the Grantor Property as more particularly described in Exhibit B attached hereto, and shown as 30' Access Easement, 200' x 200' Reservoir Easement (the "Reservoir Easement

Area”), and 30’ Water Transmission Easement on Exhibit C attached hereto (collectively, the “Easement Area”). The perpetual easements granted in this paragraph shall be non-exclusive, except for the perpetual easement over the Reservoir Easement Area, which shall be exclusive.

2. **Purpose.** Grantee may use the Easement Area for the sole purpose of installation, operation, maintenance and access for the Project. Such access shall conform to all applicable County regulations, including but not limited to, storm water facilities requirements and Lane Code 15.707 standards. Such access shall also conform to any applicable conditions of approval for Ordinance No. PA 1343, enacted on March 14, 2017 (Old Hazeldell Quarry Plan Amendment/Zone Change) and for any applicable conditions of approval for the Planning Director Approval of County File No.: 509-PA16-05219 approved on July 20, 2016 (City of Oakridge Water Reservoir Special Use Permit). The reservoir for the Project may be installed only within the portion of the Reservoir Easement Area on Exhibit C. Except for the Reservoir Easement Area which shall be for the exclusive use of Grantee, Grantor shall, at, all times and without restriction, have the right to use the Easement Area for purposes not inconsistent with the purpose of the easement granted in this Agreement. Grantor and Grantee agree that it shall not be inconsistent with the purpose of the easement granted in this Agreement and Grantor shall, except within the Reservoir Easement Area, expressly have the right to: (i) pave or improve the access to the Project, (ii) use or cross the Easement Area for business or personal purposes, (iii) bisect the Easement Area with other roads or improvements, and (iv) install gates or other security measures at any location in the Easement Area provided Grantee is provided with information necessary to open or bypass such gates or security measures. Grantor and Grantee agree that Grantor’s right to pave or improve the access to the Project may include the expansion and/or reconstruction of the access road to the Reservoir Easement Area and that such an expansion and/or reconstruction of the access road may temporarily block access to the Reservoir Easement Area. Grantor and Grantee agree that such temporary blockage shall be considered to be consistent with the purpose of the easement granted. Grantor’s paving and/or improvement of the access road shall conform to all applicable County regulations and shall conform to any applicable conditions of approval for Ordinance No. PA 1343, enacted on March 14, 2017 (Old Hazeldell Quarry Plan Amendment/Zone Change).

3. **Temporary Construction Easement.** Grantor hereby grants to Grantee a temporary non-exclusive easement over the portion of the Grantor Property more particularly described in Exhibit D attached hereto, and shown as Construction Easement on Exhibit E attached hereto (collectively, the “Construction Easement Area”) for the sole purpose of earthwork necessary during initial construction of the Project. Upon completion of the earthwork necessary within the Construction Easement Area, all right, title and interest of Grantee in the Construction Easement Area, except any portion included in the Easement Area, will automatically terminate.

4. **Reservoir Easement Area Obligations.** Grantee shall maintain the Reservoir Easement Area so the Reservoir Easement Area is not a safety or environmental hazard and is accessible for maintenance and repair. If the improvements within the Reservoir Easement Area (collectively, the “Reservoir”) are not in active use for any continuous period of seven (7) years or more, Grantee shall commence active use of the Reservoir or remove the Reservoir and leave the Reservoir Easement Area free of debris within ninety (90) days after receipt of written notice

from Grantor. If Grantee fails to commence active use of the Reservoir or remove the Reservoir and leave the Reservoir Easement Area free of debris within ninety (90) days after receipt of written notice from Grantor, Grantor may but shall have no obligation to take one or both of the following actions at any time prior to Grantee commencing active use of the Reservoir: (i) terminate this Agreement, and/or (ii) repair or remove the Reservoir at the expense of Grantee. For the purposes of this paragraph, active use of the Reservoir means that the Reservoir holds potable water and is connected to the primary feeder pipe.

5. **Liens.** All work undertaken on the Grantor Property by or on behalf of Grantee shall be done at the sole cost and expense of Grantee and in a good and workmanlike manner in compliance with all applicable laws. Grantee shall pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment that have been provided or ordered with Grantee's consent to the Grantor Property. If any lien is filed against the Grantor Property that Grantee wishes to protest, then Grantee will immediately notify Grantor of the basis for its protest and must deposit cash with Grantor, or procure a bond acceptable to Grantor, in an amount sufficient to cover the cost of removing the lien from the Grantor Property. If Grantee fails to remove the lien or furnish the cash or a bond acceptable to Grantor within ten (10) days, Grantor will be entitled to satisfy the lien without further notice to Grantee, and Grantee will immediately reimburse Grantor for any sums so paid to remove any such lien.

6. **Indemnity.** To the extent allowed by Oregon law, Grantee agrees to indemnify, defend and hold Grantor harmless from and against all costs, claims and losses arising out of or resulting from Grantee's use of the Easement Area or Construction Easement Area, including, without limitation, in connection with any zoning enforcement action by Lane County involving the Project.

7. **Notices.** All notices required or permitted to be given shall be in writing and shall be deemed given and received on personal service or deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as set forth on the first page of this Agreement, which addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

8. **Recording.** The parties shall promptly record this Agreement in the Official Records of Lane County.

9. **Termination.** This Agreement shall terminate automatically in the event that (i) Lane County issues a final decision, upheld on any appeal, that the Project or Grantee's use of the Easement Area is not an allowed use under applicable land use and development regulations, or (ii) following initial installation the Reservoir is removed from the Reservoir Easement Area.

10. **Attorney Fees.** If litigation is instituted with respect to this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court before which the matter is heard.

11. **Binding Effect.** The covenants, easements and restrictions contained herein run with the Grantor Property, and this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns of any interest in the Grantor Property.

12. **No Waiver.** Granting a waiver or failing to enforce a covenant, easement or restriction contained herein in one or more instances shall not constitute a waiver of the right to enforce a covenant, easement or restriction in the future.

13. **Governing Law; Interpretation.** This Agreement shall be governed by the laws of Oregon. If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, the parties intend that (1) that portion of this Agreement be enforced to the extent permitted by law, and (2) the balance of this Agreement remain in full force and effect.

14. **Amendments.** Any modifications, changes, additions, or deletions to this Agreement must be approved by both parties, in writing.

15. **Pronouns; Electronic Copies; Counterparts.** With respect to any pronouns used in this Agreement, each gender used shall include the other gender and the singular and the plural, as the context may require. An electronic copy of the original executed Agreement shall be binding. This Agreement may be executed in counterpart.

[Remainder of page intentionally left blank.]

This Easement Agreement is executed as of the Effective Date.

GRANTOR:

GRANTEE:

Old Hazeldell Quarry, LLC

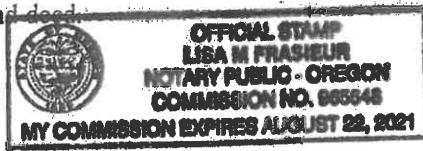
City of Oakridge

By: [Signature]
Name: Ed King
Its: Manager

By: [Signature]
Name: James Loey
Its: Mayor

STATE OF OREGON)
) ss.
County of Lane)

On Oct 31, 2017, personally appeared before me Ed King, as manager of Old Hazeldell Quarry, LLC, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



[Signature]
Notary Public for Oregon
My commission expires: 8-22-21

STATE OF OREGON)
) ss.
County of Lane)

On October 11, 2017, personally appeared before me James Loey, as Mayor of the City of Oakridge, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



[Signature]
Notary Public for Oakridge
My commission expires: 10-4-17

Exhibit A

Legal Description of the Grantor Property

Beginning at computed N.E. corner Section 22, Township 21 South, Range 3 East, Willamette Meridian per case file number 26158, Leavitt 1903; thence South 89° 27' 51" West 2578.08 feet along the Northerly section line to the South 1/4 corner Section 15, Township 21 South, Range 3 East, a point consisting of a brass cap stamped with "LANE CO SURVEYORS OFFICE 1989" noted by "POAGE ENGINEERING & SURVEYING, INC in case file number 36465; thence North 89° 27' 51" East 1289.04 feet along the same section line to Point "C", the true point of beginning, consisting of a 5/8 inch iron rod stamped "Keith Leavitt PLS 1613" located in N.E. quarter of the N.W. quarter of Section 22, Township 21 South, Range 3 East; thence South 00° 49' 51" West 1073.88 feet along the Easterly property line of Parcel to Point "A" consisting of a 5/8 inch iron rod with YPC Stamped "POAGE ENG & SURVEYING"; thence South 41° 28' 53" West 140.72 feet along a curved line of the Southerly property boundary; thence South 21° 19' 48" West 55.03 feet along the Southerly property boundary; thence South 28° 35' 35" West 143.77 feet along the curved line of the Southerly property boundary; thence South 50° 59' 55" West 23.49 feet along the curved line of the Southerly property boundary; thence South 47° 19' 55" West 32.09 feet along the curved line of the Southerly property boundary; thence South 41° 32' 54" West 55.58 feet along the curved line of the Southerly property boundary; thence South 37° 52' 54" West 60.44 feet along the Southerly property boundary; thence South 62° 47' 54" West 144.37 feet along the curved line of the Southerly property boundary; thence South 87° 42' 54" West 14.87 feet along the Southerly property boundary; thence North 86° 37' 40" West 108.19 feet along the curved line of the Southerly property boundary; thence North 56° 47' 21" West 54.63 feet along the Southerly property boundary; thence North 67° 34' 54" West 143.87 feet along the Southerly property boundary; thence North 06° 24' 28" East 79.25 feet along the line of the Westerly property boundary; thence North 04° 39' 32" East 335.89 feet along the curved line of the Westerly property boundary; thence North 09° 24' 30" West 750.95 feet along the curved line of the Westerly property boundary; thence South 69° 43' 34" West 20.00 feet along the Westerly property boundary; thence North 24° 55' 43" West 318.43 feet along the curved line of the Westerly property boundary; thence North 89° 31' 23" East 995.03 feet along the line of the Northerly property boundary to the true point of beginning, in Lane County, Oregon.

*** The above legal description is from the Statutory Special Warranty Deed recorded in the Lane County Official Records as Instrument No. 2011-046020 and re-recorded as Instrument No. 2016-044482. ***

AND

THE SOUTH HALF OF THE SOUTHEAST QUARTER (S½ OF SE¼); THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (E½ OF NE¼ OF SE¼); AND THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (E½ OF SW¼ OF NE¼ OF SE¼) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN LANE COUNTY, OREGON.

ALSO: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ OF NE¼) OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON.

ALSO: THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (N½ OF NW¼ OF NW¼) OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON, LYING SOUTHERLY OF COUNTY ROAD NO. 1076.

*** The above legal description is from the Bargain and Sale Deed recorded in the Lane County Official Records as Instrument No. 2014-005831. ***

Exhibit B

Legal Description of the Basement Area

Beginning at the Northeast corner of the Northwest quarter of the Northeast quarter of Section 22, Township 21 South, Range 3 East, Willamette Meridian; thence, South 00°49'51" West a distance of 1,073.88 feet to the Southeast corner of a property described in Deed Records 2011-05020, Lane County, Oregon; said point is also on the northerly right-of-way boundary of Lane County Road No. 1076; thence, along said Lane County Road No. 1076 northerly right-of-way a distance of 746.53 feet to the True Point of Beginning.

Thence, on a 45 feet radius curve westerly a distance of 58.0 feet to a point; thence, North 71°42'11" West a distance of 86.08 to a point; thence, on a 95 feet radius curve northerly a distance of 123.79 feet to a point; thence, North 2°57'15" East a distance of 71.09 feet to a point; thence, North 19°44' East a distance of 52.76 feet to a point; thence, North 32°17'30" East a distance of 35.35 feet to a point; thence, on a 95 feet radius curve westerly a distance of 93.9 feet to a point; thence, North 24°20'12" West a distance of 56.2 feet to a point; thence, on a 40 feet radius curve northerly a distance of 34.1 feet to a point; thence, North 24°30'51" East a distance of 139.8 feet to a point; thence, on a 55 feet radius curve easterly a distance of 60 feet to a point; thence, North 87°10'15" East a distance of 36.08 feet to a point; thence, on a 5 feet radius curve northerly a distance of 7.9 feet to a point, thence, North 3°14'07" West a distance of 18.57 to a point; thence, North 18°14'07" West a distance of 114.77 feet to a point; thence, North 7°10'27" East a distance of 175.53 feet to a point; thence, North 5°56'20" West a distance of 135.27 to a point; thence, North 10°09' East a distance of 82.47 feet to a point; thence, North 29°48'12" East a distance of 91.85 feet to a point; thence, North 15°14'58" West a distance of 164.5 feet to a point; thence, North 8°36'25" West a distance of 68 feet to a point; thence, on a 130 feet radius curve northerly a distance of 23.45 feet to a point on the North line of Section 22, also the South line of Section 15, Township 21 South, Range 3 East, Willamette Meridian, Lane County, Oregon, said point also being on the South boundary of a property described in Deed Record No. 2014-005831, Lane County, Oregon.

Thence, along said 130 feet radius curve a distance of 98.13 feet to a point; thence, North 45°51'38" East a distance of 67.03 feet to a point; thence, North 26°25'08" East a distance of 93.81 feet to a point; thence, on a 60 feet radius curve westerly a distance of 62.5 feet to a point; thence, North 33°15'36" West a distance of 101.9 feet to a point; thence, North 26°56'46" West a distance of 70.62 feet to a point; thence, North 50°25'49" West a distance of 168.18 feet to a point; thence, North 38°05'58" West a distance of 176.2 feet to a point; thence, North 54°53'07" West a distance of 200.8 feet to a point; thence, North 36°15'53" West a distance of 92.93 feet to a point; said point being on the South boundary of a 200 feet by 200 feet reservoir site; thence, South 68°53'48" West a distance of 162.55 feet to a point; thence, North 21°06'12" West a distance of 85 feet to a point; thence, South 68°53'48" West a distance of 127.5 feet more or less to the westerly boundary of said property described in Deed Record No. 2014-005831, Lane County, Oregon; thence, along said westerly property boundary a distance of 32.2 feet more or less to a point; thence, North 68°53'48" East a distance of 115.9 feet more or less to a point on the West boundary of said reservoir site; thence, North 21°06'12" West a distance of 85 feet to a point; thence, North 68°53'48" East a distance of 200 feet to a point; thence, South 21°06'12" East a distance of 200 feet to a point; thence, South 68°53'48" West a distance of 6.36 feet to a point;

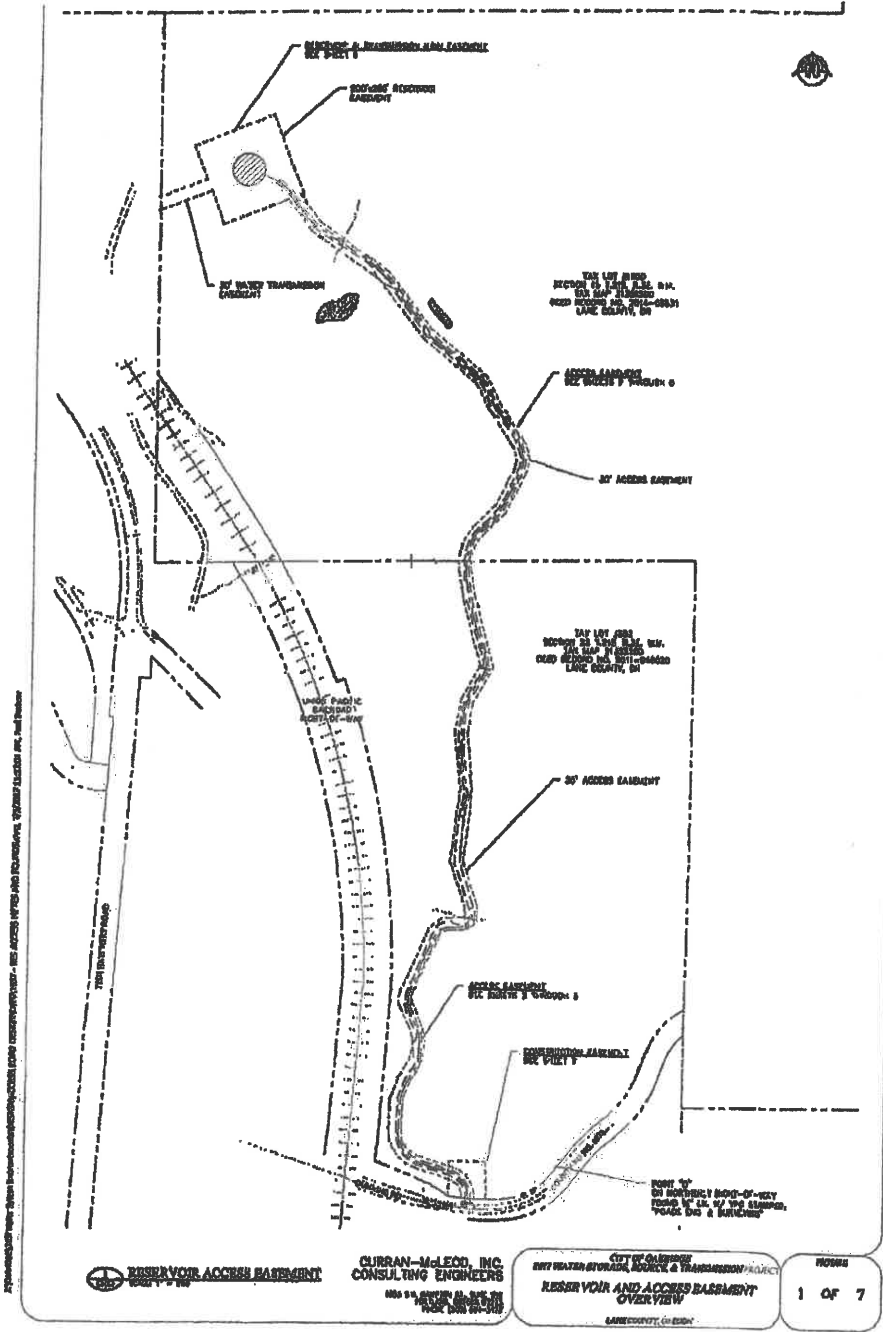
continued on following page

thence, South 36°15'53" East a distance of 79.9 feet to a point; thence, South 54°53'07" East a distance of 200.3 feet to a point; thence, South 38°05'58" East a distance of 177.38 feet to a point; thence, South 50°25'49" East a distance of 171.18 feet to a point; thence, South 26°56'46" East a distance of 75.2 feet to a point; thence, South 33°15'36" East a distance of 100.25 feet to a point; thence, on a 90 feet radius curve southerly a distance of 93.74 feet to a point; thence, South 26°25'08" West a distance of 98.95 feet to a point; thence, South 45°51'38" West a distance of 72.17 feet to a point; thence, on a 100 feet radius curve southerly a distance of 73.8 feet more or less to a point on the South line of Section 15, also the North line of Section 22, Township 21 South, Range 3 East, Willamette Meridian, and said point also being on the North boundary of property described in Deed Record No. 2011-046020, Lane County, Oregon.

Thence, continuing on said 100 feet radius curve a distance of 21.2 feet more or less to a point; thence, South 8°36'25" East a distance of 66.27 feet to a point; thence, South 15°14'58" East a distance of 175.22 feet to a point; thence, South 29°48'12" West a distance of 99.1 feet to a point; thence, South 10°09' West a distance of 73.03 feet to a point; thence, South 5°56'20" East a distance of 134.48 feet to a point; thence, South 7°10'27" West a distance of 172.21 feet to a point; thence, South 18°14'07" East a distance of 111.96 feet to a point; thence, South 3°14'07" East a distance of 22.52 feet to a point; thence, on a 35 feet radius curve westerly a distance of 55.12 feet to a point; thence, South 87°00'15" West a distance of 36.08 feet to a point; thence, on a 25 feet radius curve southerly a distance of 27.27 feet to a point; thence, South 24°30'51" West a distance of 159.8 feet to a point; thence, on a 10 feet radius curve easterly a distance of 8.5 feet to a point; thence, South 24°20'12" East a distance of 56.2 feet to a point; thence, on a 125 feet radius curve southerly a distance of 123.54 feet to a point; thence, South 32°17'30" West a distance of 32.05 feet to a point; thence, South 19°44' West a distance of 45.04 feet to a point; thence, South 2°57'15" West a distance of 66.66 feet to a point; thence, on a 65 feet radius curve easterly a distance of 84.7 feet to a point; thence, South 71°42'11" East a distance of 86.08 feet to a point; thence, on a 75 feet radius curve southerly a distance of 97.7 feet more or less to a point on the North right-of-way boundary of Lane County Road No. 1076; thence, westerly along said right-of-way boundary a distance of 30 feet more or less to the True Point of Beginning.

Exhibit C

Map of the Easement Area



9 - WATER RESERVOIR EASEMENT AGREEMENT
 N:\K - Old Hazeldell Quarry, LLC 17721\Dunning PAPA Application 17721-3\Water Reservoir
 Easement\Easement Agreement (City of Oakridge) 101717 (2).docx

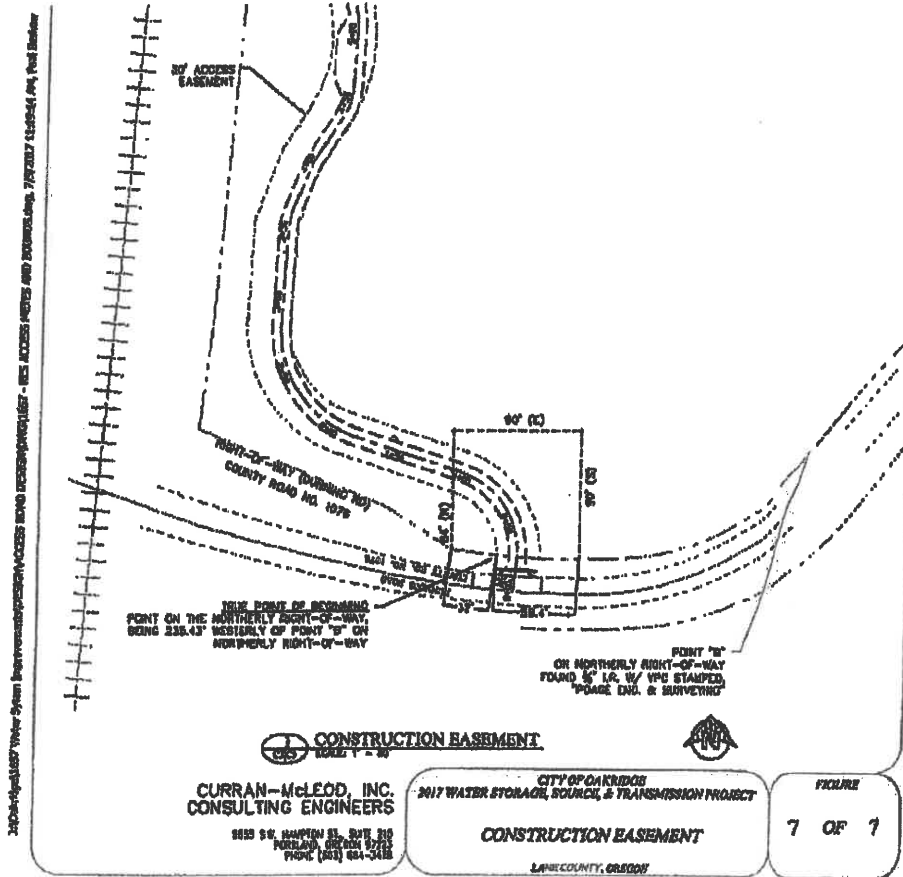
Exhibit D

Legal Description of Construction Easement Area

Beginning at the True Point of Beginning of the Roadway Easement; thence, westerly along the northerly right-of-way of County Road No. 1076 a distance of 32 feet more or less to a point; thence, North a distance of 84 feet more or less to a point; thence, East a distance of 90 feet more or less to a point; thence, South, a distance of 90.8 feet more or less to a point on the northerly right-of-way of County Road No. 1076; thence, westerly along said right-of-way, a distance of 58.4 feet more or less to the True Point of Beginning.

Exhibit E

Map of Construction Easement Area



11 - WATER RESERVOIR EASEMENT AGREEMENT
N:\K - Old Hazeldell Quarry, LLC 17721\Dunning PAPA Application 17721-3\Water Reservoir
Easement\Easement Agreement (City of Oakridge) 101717 (2).dox



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

April 4, 2016

Re; Old Hazeldell Quarry Dunning Road Standards

Daniel B. Ingram, P.E., P.L.S.
Senior Engineering Associate
Lane County Public Works
Eugene, OR 97401

Mr. Ingram

Per our original conversation a number of weeks ago, it is the City's intent that the Old Hazeldell Quarry adhere to Lane County Urban Street standards. Less than 20% of Dunning Road is actually in the Urban Growth Boundary. Dunning Road is a Lane County local road, and is maintained by Lane County.

The City of Oakridge's local street standards would be impossible to apply to Dunning Road with the inclusion of sidewalk, curb and gutter without a huge expense for the Hazeldell Quarry. A local Street can be a minimum of 20' up to 36' in width.

Lane County is requesting that the road be widened to a minimum of 24'. There will be Semi Trucks using this road way, and it is in the best interest of the public and Old Hazeldell Quarry to have a sufficient amount of space for everyone to navigate Dunning Road Safely.

Lane County's request is reasonable and benefits the public good.

Respectfully


Louis Gomez
City Administrator



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

May 3, 2016

Re; Hazeldell Quarry, Letter of Support

Honorable Mayor and Council

There has been a lot of consternation in regards to the Old Hazeldell_Quarry. As a City Government what is our responsibility to the citizens of Oakridge and the East County when there is proposed economic development near or within our City?

One thing we need to remember; when the surveys were done for the City's Strategic Plan bringing in jobs to the community was a priority to the community. If there is a business that wants to locate in Oakridge, or a current business needs financial or technical help to expand, it is our responsibility to assist and facilitate their goals. Would the community want the Council to support a business that is not cognizant of the environment, that doesn't follow the City, County, State and Federal laws? Absolutely not.

Is the City of Oakridge pro-business? Yes we are, we have developed Enterprise Zones and work continuously to try and keep the OIP Certified. The City of Oakridge does not have businesses knocking down our doors to locate in or around our community. We have to remember that the Oakridge Industrial Park is zoned heavy industrial. The Quarry operation is a heavy industrial use. With heavy equipment there comes a need to have heavy equipment mechanics, to service the equipment. Locally I believe we have 3 to 4 Heavy Equipment Mechanics that live in the Oakridge Westfir area. What message will it send to them if we fail to support a business venture that would support them? As you all know, the residents of Elgin Street and the residents of the part of the City known as Willamette City have been listening to heavy equipment, rock crushers and machines that produce asphalt for years. Has there been any complaints? No, there has not been any complaints in regards to noise or dust. MSHA regulates and monitors the particle count at quarry sites. Failure to comply results in fines.

As stated earlier, it is our responsibility to assist new businesses in following local, county, state and federal guide lines that pertain to the extraction of rock for construction projects. If anyone believes that there is any type of violation, the mechanisms to report the Old Hazeldell Quarry to DOGAMI and Lane County are in place. Old Hazeldell Quarry is following the Goal 5 Criteria and by doing this they are following Local and State Law. Does the City of Oakridge want additional Community Partners? We not only want, we need them. It is my belief that the City Council needs to support the process. If the process is flawed then they should not get the re-zone and they should not be allowed to mine. However upon reviewing the LCPC packet it appears that due diligence is being done by all parties and the process is following Lane County Code. If the Council has concerns with bicycles and pedestrians on Dunning and Fish Hatchery Road, the Council can ask the Old Hazeldell Quarry to be cognizant of that fact. OHQ also suggested that they would be willing to cut a trail, to minimize traffic on Dunning Road and possibly Fish Hatchery Road. But consider this; if we don't support new business, why should they support our community?

There is also an opportunity for the Council to suggest to Old Hazeldell Quarry to bid the mining of the rock to one of our local companies such as Davidson Construction or Oakridge Sand and Gravel, which directly affects Oakridge's economy. These businesses' have a long history of supporting our community, should we not support a new business that could possibly provide them a local operation opportunity? The City of Oakridge does not intrude into private businesses if they are following all the regulatory steps to place a business in Oakridge. The Old Hazeldell Quarry is following all the regulatory steps and should be allowed to commence with their business if they receive all the approvals that are required to operate a quarry. At the same time, the governing body should be cognizant to the rights of the property owners that will be directly affected. As a governing body supporting the process is supporting all the involved parties which includes the citizens that may be opposed to the quarry.

I want to reiterate that there is a lot of regulatory requirements which includes MSHA (Mine Safety and Health Administration) rules and regulations that must be followed to operate a quarry.

Do we need to have balance in regards to what industries may locate in Oakridge, our trails and being surrounded by USFS land, absolutely. As I understand the operation as they remove the aggregate they will be shaping the east side of the property and planting native plants and trees.

The question came up about clear cutting the West Slope during some of our discussions. It was discussed and I told Phil Donovan that it was a concern that the west slope be thinned as needed for good forest management but not a full clear cut. That is why OHQ came back with the draft language that you all saw.

We all have to remember that it is private property, and if OHQ chose to, they could clear cut that hill side. In regards to roads on the west slope, one of those roads will serve the City so we can reach the site where the new million gallon tank will be constructed.

I believe that OHQ in this particular project, is trying to be a good neighbor. They came to the City to advise us that they were going to be applying for the rezone and to ultimately open the quarry. Yes they were trying to minimize resistance, and they approached the community in a forth right manner as you would expect a neighbor to do. It had been over 3 years since the City had communications with this entity. I believe that the City and the Governing body needs to be a good neighbor. As the Mayor has stated in the past, one of our jobs as City government is to protect our citizens. How do we do that in this case? We do it by insuring that OHQ is following all relevant laws and rules as they go through this process. We voice our concerns to OHQ and see if they are willing to mitigate them.

In regards to working on weekends, I believe that OHQ would eventually become a Community Partner and would work with the Chamber and the different committees to not interfere with major event weekends. OHQ will be a long term operation and Community Partner.

In regards to ingress and egress onto Hwy 58, from Fish Hatchery Road their traffic engineer checked with ODOT and stated that there was sufficient visibility for the trucks to enter on to Hwy 58. Hwy 58 mitigation is not in the purview of the Lane County Planning Commission or the Board of County Commissioners.

OHQ has stated that they are working on mitigating the surface water runoff which is in their plan. They also stated that they would be open to doing a trail in conjunction with Goats. I believe that OHQ will do its best not to disturb the west slope of the hill side. Again, it comes back to being good neighbors and insuring that they are following a legal and ethical process that is recognized by the County, State and Federal Authorities if required. Ultimately it is their property.

Thank You

Respectfully



Louis Gomez

City Administrator



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

July 20, 2016

Re; Lane County Land Use Application Files 509-PA15-05803 & 509-PA15-05804 Old Hazeldell Quarry

Commission Chair Faye Stewart
Lane County Board of County Commissioners
125 E. 8th St
Eugene, OR 97401

Commissioner Stewart

I am writing this letter on behalf of the City of Oakridge in regards to Lane County Land use applications 509-PA15-05803 and 509-PA15-05804 for the Old Hazeldell Quarry.

The City of Oakridge supports the process that the Lane County Land Management is facilitating on behalf of the Lane County Planning Commission and ultimately the Board of County Commissioners. The process appears to be fair and impartial which is extremely important when citizen engagement is a cornerstone of the democratic process. Old Hazeldell Quarry and the involved parties from Save TV Butte have been allowed to present their case to the Lane County Planning Commission and if they choose to the Lane County Board of County Commissioners.

The City Council would like to voice the following concerns in regards to the Old Hazeldell Quarry.

Though the Old Hazeldell Quarry has presented a surface water mitigation plan, the City would like to insure that this important aspect of the project does not get lost in the process. The City has been assured that the west side of the hill will not be logged except for proper forest management and a service road. Those trees serve as a natural sound and dust buffer to the City of Oakridge. We would like to see this added as a condition of approval.

Old Hazeldell Quarry stated that they would agree to building a trail through their property, to assist in minimizing the transportation concerns on Dunning Road. An additional transportation concern is the egress and ingress off of Fish Hatchery Road onto Highway 58. This is an Oregon Department of Transportation issue, but the City of Oakridge believes it should be investigated thoroughly. The City of Oakridge wants to insure that these concerns are entered into the record.

As a governing body it is very difficult to balance economic development in an economically depressed area and the preservation of the natural resources that surround our community.

One of the City's core values is as follows:

Resources: Environmental safeguarding through responsible stewardship of our natural resources.

The City of Oakridge is not for or against the Old Hazeldell Quarry. The City feels that we should present the concerns expressed by the City Council and those they represent.

Thank you for the opportunity to submit this correspondence on behalf of the City and to share our thoughts on this matter.

Respectfully

James B. Coey
Mayor

A handwritten signature in black ink, appearing to read "James B. Coey", written over a large, stylized circular flourish.



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

November 1, 2016

Re; Old Hazeldell Quarry Plan Amendment and Zone Change file 509-PA15-05803,
with Site Review file 509-PA15-05804)

Board of County Commissioners
125 E. 8th St
Eugene, OR 97463

Chair

The City of Oakridge is requesting that ground water monitoring as referred to, by the Curran McLeod Cover letter and the GSI Water Solutions Inc. letter be a condition of approval for the Granting of a mining permit for Old Hazeldell Quarry LLC.

Respectfully

A handwritten signature in black ink that reads "Louis Gomez". The signature is written in a cursive style with a long, sweeping tail.

Louis Gomez
City Administrator

DEQ SITE ASSESSMENT PROGRAM - STRATEGY RECOMMENDATION

Site Name: Historic Oakridge Landfill

Site CERCLIS Number: N/A.

DEQ ECSI Number: 6108

Site Address: Durning Road, Oakridge. Map & Tax lot 21-35-22-00-00502

Recommendation By: Eric Kelley, Site Assessment Specialist, Western Region Environmental Cleanup Section

Approved By: Michael E Kucinski, Manager, Western Region Environmental Cleanup Section

Date: May 23, 2016

Background

The site is located on Durning Road, east of the city of Oakridge (Figure 1). DEQ received a complaint concerning the former site use and proposed construction activities at the site. Upon review, it was determined that the site had a historic landfill on the site that could cause human health and environmental impacts (Figure 2).

Lane county staff noted that the site was operated by the county from 1951 to 1968 as the "City of Oakridge" dump. The land fill was a burning dump when operated by the county and listed as a minor site for volume. The site was sold by the city of Oakridge to Stonebrook, LLC in 2011, who currently own the site. The site is currently vacant, but there are plans for occupational use at the site. There has been no documented releases or assessments completed at the site.

It is not known what if any contamination exists as the landfill portion of the site. Because of the historic use of the site as a landfill, it is possible that hazardous materials were dumped at the site. Likely contaminants would include; petroleum related compounds, PCBs, solvent related compounds, dioxins/furans, heavy metals, and possibly pesticides.

The historic landfill portion of the site is legally described in the warranty deed in 2011. The landfill appears to have been on the southern portion of the tax lot adjacent to the rail road and Durning road.

Pathway Summary

Occupational workers at the site would be the most likely receptors of any pathways from any contamination at the site. The historic landfill is capped, making the soil contact pathway unlikely for occupational users. The restriction on the property does not allow for soil removal in area of the landfill, making it unlikely that construction/excavation workers would be impacted. Vapors from the soil at former landfill could impact occupational workers at the site either in outdoor air or if buildings were installed on the site to indoor air. Leaching to groundwater from the landfill may occur.

Vapors from the groundwater near the former landfill could impact occupational workers at the site either in outdoor air or if buildings were installed on the site to indoor air. If a drinking water well was installed on the site or in groundwater in the near down gradient flow direction, users of the groundwater could be impacted. Excavation workers would not likely be impacted because of the restriction of construction or excavation in the landfill area.

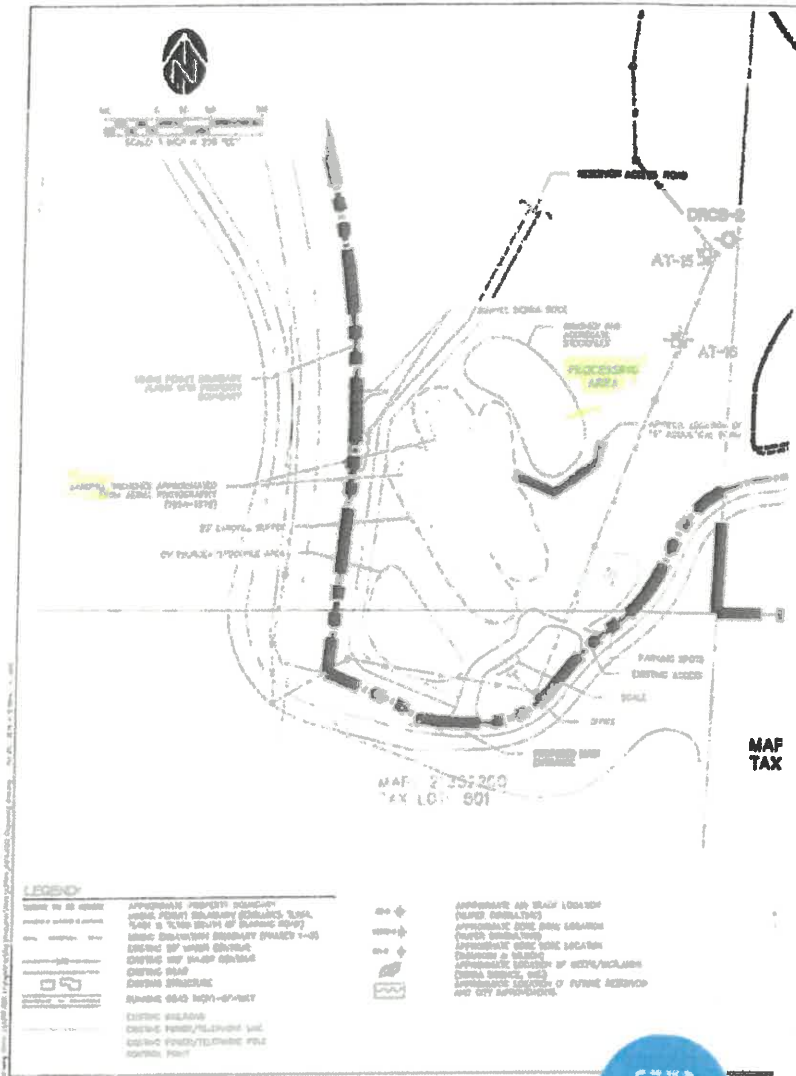
Ecological receptors could be impacted by the former landfill at the site. If contaminated groundwater is present at the site and comes in contact with surface waters, there may be impacts to fish and other aquatic organisms.

Recommendation/Action

Currently there is no known contamination at the site; however there is a possibility of various types and amount of contamination at the site based on the use of part of the site as a historic landfill. Based on the currently status of the site it is a medium priority for state site assessment. Future assessment should include; soil sampling, sampling of any surface water weeps down gradient of the former landfill, and groundwater sampling. Currently there is "insufficient information to list" in the CRL/Inventory.

Attached;

- Vicinity Map
- Site Map
- Copy of Deed
- Score Sheet



memorandum

Date: May 31, 2016
To: Lane County Planning Commission
From: Dorian Kuper, Kuper Consulting LLC, Engineering Geologist
Cc:
RE: Old Hazeldell Quarry

Dear Planning Commissioners,

Old Hazeldell Quarry has revised the Site Plan to reflect AVOIDANCE of the former landfill that is located in the area of the proposed processing site of the quarry, as described in the Shannon & Wilson Technical Memorandum re: Historic Land Use/Tax Lot 502, dated May 31, 2016. The intent is to use the area near the landfill for processing of the aggregate, as well as for a scale house and office. The area of the landfill will be either fenced or otherwise barricaded to bar entry, and such protective structures will be placed 25 feet off the landfill trench locations to further restrict any physical impacts on the landfill. As presented in the Shannon & Wilson Technical Memo of the Landfill dated May 31, 2016, there will be no improvements on the landfill.

The attached revised Site Plan is updated to depict the avoidance of documented former landfill improvements described above. Please replace the Site Plan in Appendix L, Figure 3C; and replace Figures 4 & 6 (Mining Overview, Processing Area, respectively) in the PAPA Goal 5 Amendment Text.

Sincerely,

Dorian E. Kuper

Dorian E. Kuper, Certified Engineering Geologist

Kuper Consulting LLC

MLRR received via email 05/04/17



3990 Collins Way, Suite 100
Lake Oswego, Oregon 97035
Phone: 503-210-4750
Fax: 503-210-4890

TECHNICAL MEMORANDUM

TO: Lane County Planning Commissioners

COMPANY: Lane County Planning Department, Lydia McKinney, Planning Director
Customer Service Center
3050 N. Delta Highway
Eugene, OR 97408

FROM: Gary L. Peterson
Oregon Certified Engineering Geologist, CEG
Peter J. Shingledecker
Oregon Registered Professional Engineer, PE

DATE: June 21, 2016

RE: **RESPONSE TO WRITTEN COMMENTS
GEOLOGIC AND ENVIRONMENTAL ISSUES
OLD HAZELDELL QUARRY**



This Technical Memorandum provides our response and rebuttal to written testimony submitted by interested parties on or before May 31, 2016. To inform Old Hazeldell Quarry LLC's site evaluation and preparations for this PAPA application, Shannon & Wilson prepared two technical reports addressing explorations and findings regarding the suitability of the site for the proposed quarry. These memoranda include Shannon & Wilson's "Subsurface Investigation Report," dated June 4, 2015, and Groundwater Report, dated Oct. 30, 2015, which are part of the application files. Following initial public hearings by the Planning Commission, Shannon & Wilson Inc. submitted two Technical Memoranda into the record on May 31, 2016 in response to testimony received during the initial public hearings. One memoranda addressed geology and hydrogeology issues, and another addressed historic land use issues.

SW June 21 Lane Cty PC Landfill Rebuttal

24-1-03888-015

Written testimony submitted by opponents of this application on or before May 31, 2016 are addressed herein in the following order:

- **TOPIC #1: Former Dunning Road Landfill (Dump)** *Page 2*
- **TOPIC #2: Potential Blasting Conflicts** *Page 5*
- **TOPIC #3: Noise Berm Location/Construction Issues** *Page 7*
- **TOPIC #4: Processing Facility Near Landfill** *Page 8*
- **TOPIC #5: Contamination by Explosives** *Page 8*

TOPIC #1: FORMER DUNNING ROAD LANDFILL

Z. Mittge states: “The applicant also fails to account for impacts to the existing Dunning Road Dump on tax lot 502.”

Response: Shannon & Wilson’s Technical Memorandum, “Historic Land Use Study, Tax Lot 502,” submitted May 31, 2016, specifically addresses the “Dunning Road Dump”, aka “Dunning Road Landfill” on tax lot 502. Presence of the former landfill and nearby surface-dumped debris is acknowledged and illustrated by a series of aerial photographs with the proposed aggregate processing facility features superimposed. Six aerial photographs with proposed processing facilities and landfill features were submitted into the record by Shannon & Wilson, in a Technical Memorandum titled “Historic Land Use Study, Taxlot 502”, dated May 10, 2016. This series of historic aerial photographs documents the historic land use before, during and after the area’s use as a landfill. Two trench locations are highlighted in the 1968 photograph are presented in Figure 1, attached herein. Records show the City of Oakridge operated this municipal landfill from 1951 to 1968. Hence, Figure 1 shows the known maximum extent of the two trenches utilized for waste burial and burning. No documentation of environmental site characterization studies indicating the presence of hazardous substances at the landfill are known for tax lot 502. In addition to the landfill, two areas of surface-dumped metallic debris located near the western property line and offset from the historic landfill trenches are shown in Figure 1, and discussed later in this memorandum.

Testimony of several parties suggest that the presence of this former landfill may pose an environmental hazard through excavation or other development activities associated with the

X

Ms. Lydia McKinney
Lane County Planning Committee
June 16, 2016
Page 3 of 9

proposed mining activity. The abandoned Pope & Talbot Mill site (City of Oakridge Industrial Park), and any associated site contamination or cleanup activities are not relevant to the tax lot 502 material processing operations proposed. The abandoned mill property is approximately 1,000 feet west of lot 502 and 200 feet below (downgradient) from tax lot 502. The Pope & Talbot Mill Site and lot 502 are separated by the Union Pacific right-of-way. The Mill Site is not relevant to the proposed mining activities and does not have the potential to create conflicts with land use in the Impact Area for three reasons. First, being downgradient from (lower than) tax lot 502, contamination at the mill site has no pathway for migration to the landfill area. Contaminants will not flow uphill to the Old Hazeldell property. Secondly, the Dunning Road Landfill was closed prior to closure of the Pope & Talbot Mill, so any materials found to be contaminated on the mill site would not have been transported to this closed landfill. Third, since the landfill will be avoided within the processing area, no site remediation activities are planned at lot 502 and any material remaining in the closed trenches will not be affected by the proposed mining project. **Based upon such avoidance, Old Hazeldell Quarry, LLC, is not subject to DEQ remediation or other oversight for the landfill on lot 502.**

Z. Mittge states: "What's more, photographs of the property for the public right-of-way (see enclosed) appear to depict rusted drums eroding out of the property."

Response: In our "Response to Public Testimony and Written Comments, Old Hazeldell Quarry, Historic Land Use Study, Tax Lot 502 Technical Memorandum," dated May 31, 2016, Shannon & Wilson describes and presents on the photographs two debris dump sites located northwest of the identified landfill trenches, refer, Figure 1. As discussed below, we believe that these debris dumps do not represent an exposure of the trenched landfill debris. Study of the sequence of historic photos clearly reveals that this surficial dumped debris are not part of, nor do they emanate from, the landfill trenches. Dumped surficial debris is separated by some 70 feet from the historic trenches, and the aerial photographs indicate this area was continuously vehicular traffic roadway accessing the north end of the landfill trenches. During debris dump site reconnaissance, Shannon & Wilson identified no features that might represent a surface expression of the landfill trenches discussed above. No settlement, uneven ground, seeps, ponded water, exposed waste, and/or stressed or dead vegetation were noted. Further, the site conditions strongly indicate that the dumped debris was placed on the ground surface, with no

evidence to suggest they were previously buried. After many decades on site, the debris appears partially buried due to the substantial vegetation cover that has developed since dumping ceased. Photographs from 1968 indicate that backfilling of the nearby landfill trenches was underway.

Photographs attached to the Z. Mittge letter are similar to the pictures taken by Shannon & Wilson during a site visit and submitted with Shannon & Wilson's *Response to Public Testimony and Written Comments, Old Hazeldell Quarry, Historic Land Use Study, Taxlot 502 Technical Memorandum*, dated May 31, 2016. Figures 2 through 5 show the photographs from Z. Mittge, as well as Shannon & Wilson's corresponding photographs from the May 19, 2016 site visit. The photographs from Z. Mittge appear to be associated with the southern debris dump site, with none from the northern debris dump site.

In addition, Shannon & Wilson is unaware of any public right-of-way that may have been accessed to obtain the Z. Mittge photographs on Lot 502. It appears that the Z. Mittge photographs may have been taken from Union Pacific land, not public land.

Z. Mittge states: "The proposal would develop a processing area on top of this dump. It would discharge water onto piles of stockpiled aggregated and into the soils and will excavate its processing area, access roads, and a noise berm out of this dump site. Yet, the applicant has entirely failed to evaluate the impacts the extent of contamination, the time of its travel to nearby wells, or the impacts of contaminated dust on area residents. The impact boundary must be expanded to account for the impacts posed by dust fallout and groundwater contamination associated with the proposed quarry. "

Response: In our "Response to Public Testimony and Written Comments, Old Hazeldell Quarry, Historic Land Use Study, Taxlot 502 Technical Memorandum," dated May 31, 2016, Shannon & Wilson recommends the following mitigation measure:

"Institutional controls will be implemented on tax lot 502 that focus on avoiding any disturbance of the historic landfill trenches. We recommend a 25-foot offset perimeter be adopted as shown on Figures 4 through 6 of the referenced Technical Memorandum to protect the buried landfill from intentional or unintended disturbance."

In addition, it is recommended by Westlake Consultants that a series of berms be constructed upgradient of the landfill trenches to collect and divert storm or surface water from entering the landfill area (Westlake Memo dated June 20, 2016). These revisions to the proposed mine plan were confirmed in a memorandum from Dorian Kuper, Kuper Consulting, LLC, dated May 31, 2016.

Based upon these site plan modifications, Shannon & Wilson finds as follows:

“A key control is to construct fencing or install access constraints that prohibit access to the buffered landfill area during normal operations. Site uses such as active material stockpiles, crusher siting, parking, and water detention or transmission, should avoid the buffered area to prevent disturbance to the waste materials buried in the landfill. Office facilities and scale-house are located outside the buffered landfill area. Stormwater injection into the subsurface and detention ponds near or upslope from the landfill trenches will be prohibited. Detention ponds may be located away from the buried landfill when it can be assured no above or below ground disturbance or groundwater diversion occurs within the former landfill. With established avoidance measures in place, it is our judgment that adverse site impacts due to landfill disturbance will be avoided.”

TOPIC #2: BLASTING IMPACTS

Z. Mittge states “The Applicant Does Not Account for Impacts from Ground Acceleration, Airblast and Flyrock”, Page 12.

Quarry excavations in hard rock quarries require site specific blasting plans and close oversight. Hard rock masses, like the andesite resource at the Old Hazeldell Quarry, are preferred for aggregate due to their massive character (lack of fractures and fissures) and high strength. Note that this quarry site has minimal fractured and fissured native rock. Comments by the opponents have mistakenly suggested that fracturing and fissuring may result from blasting, when instead these properties are undesirable features of the rock mass. The goal for explosives use at the quarry is to fragment the in place rock mass into appropriate sized fragments, and thereby facilitate excavation and crushing to produce commercial sized rock products.

Blasting activities shall comply with the federal Mine Safety and Health Administration (MSHA), 30CFR criteria. The Oregon State Fire Marshall provides oversight regarding the use of explosives in Oregon. An experienced blasting consultant will develop site specific blasting plans for Old Hazeldell Quarry. A key function of the blasting plan is to establish techniques that adequately fracture the rock into appropriate sizes for commercial use.

Quarry blasting typically utilizes a blend of ammonium nitrate and fuel oil (AN/FO) as the explosive agent. The designed weight AN/FO is placed at selected depths in borings, and other portions of the borehole are packed with "stemming" material to plug the hole and reduce or stop the blast from propagating to the atmosphere through the borehole.

The blasting plan must also specifically address methods to minimize the effects of blasting on the environment and neighborhood. Key parameters include limiting ground motions (vibration), minimizing noise related to air blast (overpressure), avoiding or controlling fly rock, and proper bore hole dimensions, stemming materials, weight and distribution of explosives in the borings, and use of delays to incrementally fracture the rock mass and confine the explosive energy within the rock mass, thereby minimizing fly rock and airblast. Specific criteria define the limits for allowable ground motion, fly-rock, and airblast. Use of tightly controlled charge weights and appropriate delays result in relatively little fly rock, as the blast site is more fractured by the explosives, and inflated (or lifted) by the gas produced. The resulting blast sounds more like a brief rumble than an explosion. Site specific blast designs shall comply with the DEQ noise standard of 98dbc-slow response at all noise sensitive receptors.

Monitoring of each rock blast is an industry standard in Oregon, and is routinely reviewed by DOGAMI in the event of a complaint. The blasting plan will call for a monitoring program to include sensors that record ground motion and airblast noise at specified locations between the blast and the nearest neighbors. The quarry records will document each blast in terms of charge weight, borehole pattern, distribution of explosives, borehole stemming, and use of delays. Outreach by the quarry staff, along with audible alarms will notify neighbors that a blast is planned, and when it is eminent, with multiple warnings within 5 minutes of the blast.

Allowable ground motion (vibration) limits to prevent blast induced damage to residential structures were developed by the U.S. Bureau of Mines over 40 years of research, refer publication USBM 8507. This study titled "*Structure response and damage produced by ground*

vibration from surface mine blasting” determined thresholds for adverse blast impacts to the most fragile residential structures, recognized to be aged lath and plaster residences. This USBM method has been routinely used for decades, and is routinely used to assure unacceptable ground vibration does not occur. Many forms of blast-induced vibration find this approach useful, including tunneling and deep rock excavation, demolition of structures, and many forms of infrastructure construction in dense urban settings.

Records will be kept for each blast conducted, and these records will be maintained on site for at least 2 years. Data in the record will include details of the blast design, weight of explosives, stemming and borehole pattern. Automated ground motion and airblast records will be obtained near the property limits to document vibration levels and noise at the site perimeter. An independent blasting consultant should be retained to analyze and report on blasting related issues that involve neighbors.

The Old Hazeldell site blasting program will encounter few issues with respect to competing land uses. Observations on numerous sites indicate that animals experiencing blasting related noise and vibration rapidly habituate. The nearest neighboring water wells are over 800 feet from the site, far beyond the distance where damages might result due to ground shaking.

TOPIC #3: NOISE BERM

Z. Mittge states: “The Noise Berm is Not Feasible.” Mr. Mittge challenges the feasibility of the proposed noise berm citing the restrictive covenant that “significant excavating work” is barred due to the presence of the landfill.

Response: Mr. Mittge incorrectly states that the purpose of the berm is to “reduce noise in the processing area” and that the berm is proposed within the former landfill area. The goal of the berm is to reduce noise to offsite receptors (neighbors).

It is important to note that, even if a berm were proposed upon the historic landfill area, that activity is not restricted by the covenant. Specifically, the term “significant excavating work” referenced in the restrictive covenant does not restrict fill placement as no excavation will be required. Site preparation for a noise berm on gentle slopes requires only removal of vegetation.

The fill placement design would be achieved by placing and compacting select fill soils to stable design slopes.

Although final berm design has not been completed at this point, the above-referenced documentation provided by Dorian Kuper on May 31, 2016 confirms that all site modifications including noise berms will be located 25 feet or more beyond the now closed landfill trenches. During final design, the berm will be located 25 feet or more beyond the known position of landfilled trenches documented by Shannon & Wilson. The final location of other site improvements will be similarly established to avoid siting within the former trench locations and related setback area. In summary, there will be no improvements or ground disturbance within or near the former landfill trenches.

TOPIC #4: PROCESSING FACILITY NEAR LANDFILL

Z. Mittge states “Yet, the applicant treats this dump as if it does not exist. Instead, it proposes to grade, scrape, and excavate the site to create the processing area and access roads and then to “aggressively” water the processing area including the access roads, stock piles, and crushing and screening devices. The applicant is require to, but has failed to, address the impacts of airborne contaminated soils or discharges of contaminated groundwater will have on sensitive surrounding uses.”

J. Bacon and L. Lombardo state, in virtually identical letters, “Old Hazeldell LLC plans to put a rock crusher on top of a most-likely toxic landfill that was closed before landfills were even regulated...If the quarry caused the landfill to begin leaking, the groundwater would become contaminated, and the water undrinkable.”

As stated previously, the applicant intends to protect the buried landfill from intentional or unintended disturbance.

TOPIC #5: CONTAMINATION BY EXPLOSIVES

L. Pokorny expressed concern that blasting might leave residue that could contaminate surface or groundwater.

Rock excavation by blasting will most likely utilize explosives consisting of Ammonium Nitrate (NH_4NO_3) and fuel oil, also known as ANFO. This explosive agent has a wide application constituting 80 percent of the explosives used in North America. Mixed and utilized in accordance with industry standards, ANFO is not recognized as a significant contaminant source. With wide applications across many industries, ANFO is recognized as having a low risk of contamination. When the explosive agents are properly mixed and detonated, no persistent chemicals remain. Upon detonation, gaseous products are created that predominantly consist of nitrogen, carbon dioxide and water. Consequently, rock quarry blasting operations and quarried rock materials pose a low contamination hazard. We are not aware of any quarries with contamination issues due to use of explosives.

FIGURES

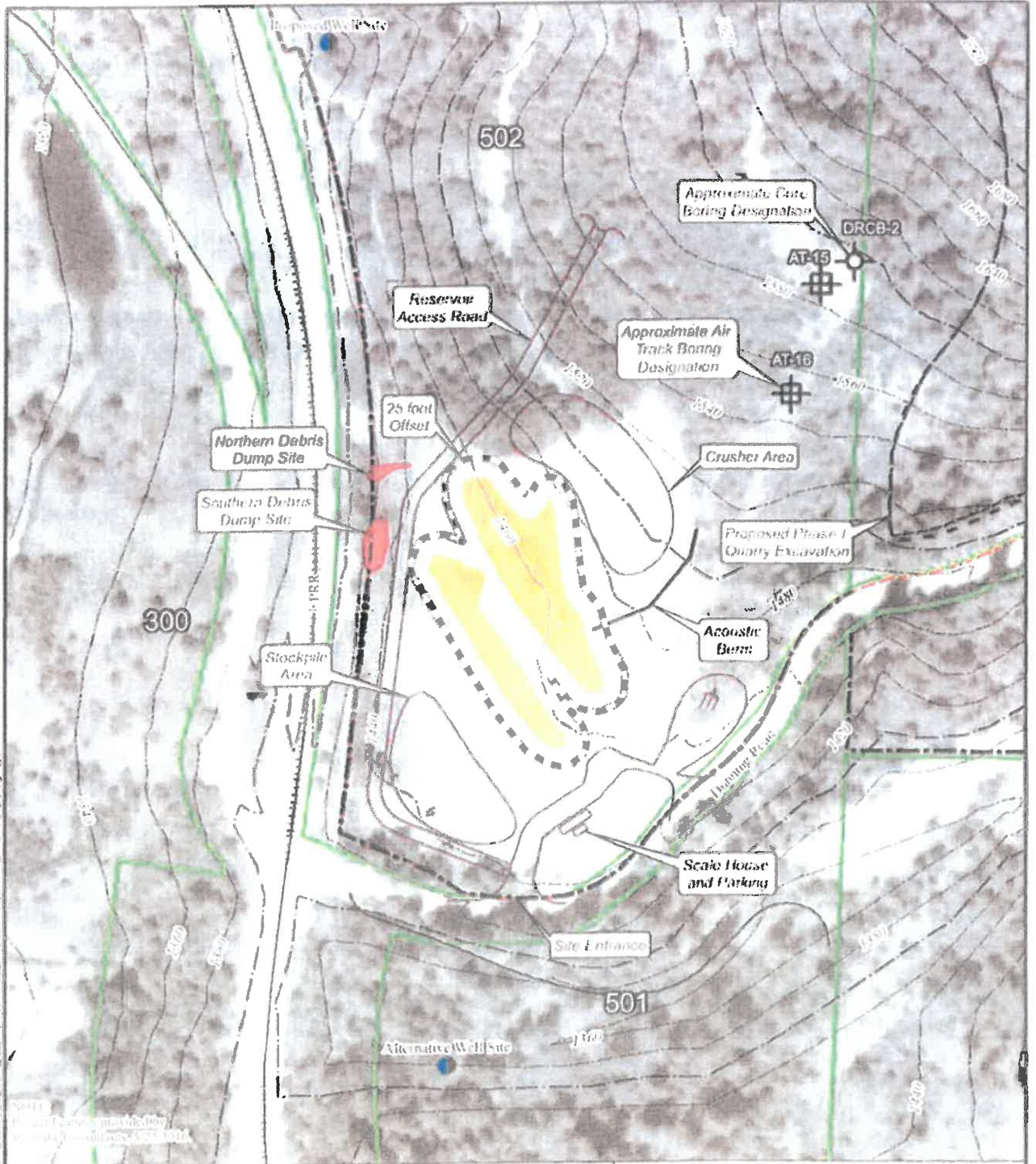
Figure 1: Historic and Proposed Land Use, 1968 Aerial Photograph

Figure 2: Drum and Metallic Debris in Southern Debris Dump Site

Figure 3: Washing Machine in Southern Debris Dump Site

Figure 4: Miscellaneous Metallics in Southern Debris Dump Site

Figure 5: Rusted Drum in Southern Debris Dump Site



Project: Old Hazeldehl Quarry, Oregon
 Date: 06/15/2010
 Scale: 1" = 100'
 Author: Shannon & Wilson, Inc.
 Title: Historic and Proposed Land Use 1968 Aerial Photograph

LEGEND	<ul style="list-style-type: none"> Approximate Well Location Distance Landfill Boundary Debris Dump Sites (Observed to July 2009) Existing Topographic Contours Existing 70' Mason Chain-link as proposed by Wellbore Construction 	
<ul style="list-style-type: none"> Approximate Property Boundary Boundary Minimum Permitted Boundary Stockpile Berms Proposed Excavation Excavation Boundary Existing Contours Proposed Excavation 20' Mason Chain-link 		

Old Hazeldehl Quarry
 Oakland, Oregon

**HISTORIC AND PROPOSED
 LAND USE
 1968 AERIAL PHOTOGRAPH**

June 2010 21-1-0388 v.05

SHANNON & WILSON, INC. FIG. 1

Add File Path to the source files' folder, Date, and Location



Photograph from Mitge Letter



Shannon & Wilson Photograph from May 19, 2016 Site Visit

Old Hazeldell Quarry
Oakridge, Oregon

Drum and Metallic Debris in
Southern Debris Dump Site

June 2016

24-1-03888-015

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. 2

FIG. 2

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Photograph from Mitige Letter



Shannon & Wilson Photograph from May 10, 2016 Site Visit

Old Hazeldell Quarry
Oakridge, Oregon

**Washing Machine in Southern
Debris Dump Site**

June 2016

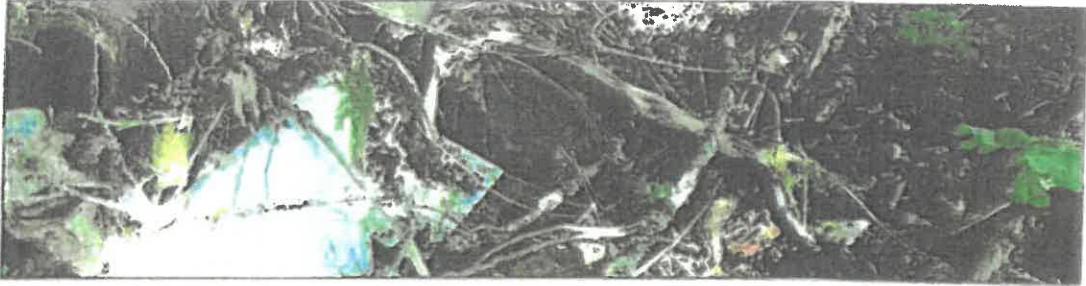
24-1-03888-015

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

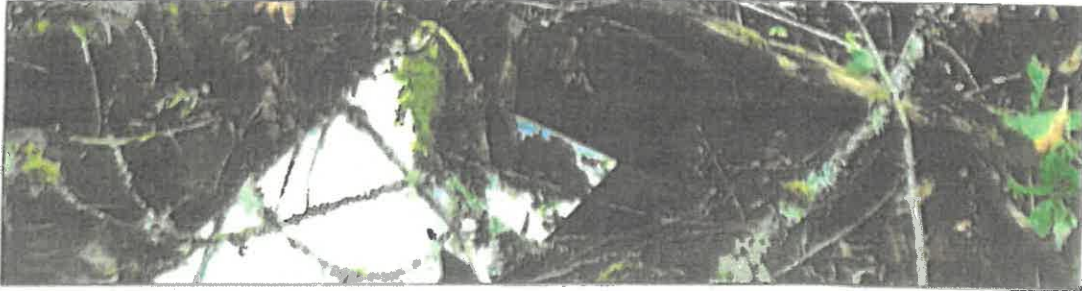
FIG. 3

FIG. 3

Add File Path to the source files' folder, Date, and Log in



Photograph from Mitge Letter



Shannon & Wilson Photograph from May 10, 2016 Site Visit

Old Hazeldell Quarry
Oakridge, Oregon

Miscellaneous Metallics in
Southern Debris Dump Site

June 2016

24-1-03888-015

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. 4

FIG. 4

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Photograph from Mittge Letter



Shannon & Wilson Photograph from May 19, 2016 Site Visit

Old Hazeldell Quarry
Oakridge, Oregon

**Rusted Drum in Southern
Debris Dump Site**

June 2016

24-1-03888-015

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. 5

FIG. 5

TECHNICAL MEMORANDUM

TO: Lane County Planning Commissioners

COMPANY: Lane County Planning Department, Lydya McKinney, Planning Director

Customer Service Center

3050 N. Delta Highway

Eugene, OR 97408

FROM: Gary L. Peterson, CEG
Oregon Certified Engineering Geologist
Peter J. Shingledecker, PE
Oregon Registered Professional Engineer



DATE: May 31, 2016

RE: RESPONSE TO PUBLIC TESTIMONY AND WRITTEN COMMENTS
OLD HAZELDELL QUARRY
HISTORIC LAND USE STUDY, TAXLOT 502

This Technical Memorandum provides Shannon & Wilson, Inc.'s evaluation of historic land use on tax lot 502 where material processing, stockpiling, and material sales are planned. No mining is proposed for this tax lot. During public testimony on May 10, 2016, and in written testimony that followed, several individuals expressed concern for an historic landfill and debris observed on tax lot 502 at the site of the proposed processing facility. Specific references follow:

- K. Allen provided a table of Lane County landfills from an unknown source. The Dunning Road Dump is listed as #77, and described as a "closed burning dump" of "minor" volume that operated between 1951 and 1968.
- K. Pokorny's May 10, 2016 testimony referred to the "crushing operation on top of a potential hazardous waste dump."

- M. Maxwell expressed concerns for “potential contamination of wells” and a “toxic waste dump”. Neighbors testimony suggested the site was initially a Pope & Talbot dump that later transitioned to a municipal landfill where materials were burned.

Historical Records Search

In an effort to further delineate the landfill and evaluate its impact on proposed use of the property as a processing, storage and sales yard for the rock products produced solely by Old Hazeldell Quarry on adjacent properties, an historic records search was conducted. Stonebroke LLC purchased the property from the City of Oakridge in 2011. In the purchase agreement, the existence of the landfill is documented. The property deed incorporates a legal description of the “Former Landfill”, however the legal description failed to define an enclosed area based on mapping by Westlake Engineers. Subsequent research described below provides a more accurate depiction of both the location and nature of the former landfill. For these reason, we do not consider this legal description to be sufficiently accurate to determine the location of the former landfill trenches.

Several landfills/dumps are referenced at this and nearby sites. Documents reviewed indicate that Pope and Talbot Lumber Company first began use of the disposal cells on Lot 502; the City of Oakridge operated the site as a municipal landfill from 1951 to 1968. A listing of Lane County Disposal Sites indicated the Oakridge Landfill was an open-burning dump with a cover material (presumably soil), salvage operations, and an estimated annual volume of 22,800 cubic yards in 1967.

It appears that disposal operations were transferred to the Oakridge Landfill, located at 48977 Kitson Springs Road in Oakridge, around 1968. The Oakridge Landfill, located approximately 3800 feet south south-east of Lot 502, operated from 1968 to 1991, when it closed following the construction of the Oakridge Transfer Station.

Historic Air Photo Study

To assist the design team in determining the location, history and closure of the landfill, Shannon & Wilson performed Historical Land Use Studies to better understand the location, history and past activities on the site. Historic Aerial Photographs were obtained from the University of

Oregon archives to evaluate past land use of the site. Photographs from 1936, 1944, 1954, 1960, 1968, 1979, 1995, and 2005 were reviewed. Based on the quality of the photo images, three photographs were not further utilized. The selected photographs were georeferenced in GIS to accurately position site features on the base photographs.

Historic aerial photographs spanning 69 years (1944 to 2013) were studied to locate and interpret the history of the landfill / dump site. The available air photographs have not defined the startup or closure dates for the landfill. Figures 1 through 6 present the selected images with historic landfill cells and observed debris shown. A summary of the key elements of historic land use are listed below

- **1944:** Figure 1 shows the site to be modestly vegetated due to earlier logging. Debris dump sites are shown where located in 2016 on all photographs, because we have no reliable age assigned to the debris.
- **1954:** Figure 2 shows the site has been graded with clearly defined current and potential future landfill cells defined by access roadways. This image reflects a well-organized plan for current and future landfill use, with circumferential access roads. Two parallel trenches (landfill cells) are excavated to about 300 and 400 feet in length, and 30 to 40 feet wide, with ramped access at either end. These cells are located at substantial distances from UPRR and Dunning Road cut slopes that bound the lot. Recently mapped dumped debris is shown, although its age is not known. The image suggests no trafficked access exists to the dumped debris.
- **1960:** Figure 3 shows two cells in the same location and dimensions as in 1954. The area to the east of the trenches has been cleared of vegetation, but no new excavations are apparent.
- **1968:** Figure 4 shows that the two cells are still apparent and in the same locations as in 1954 and 1960. The width of the cells appears larger, and protrusions are apparent near the northeast corner of each cell. Documents discussed above indicate the landfill was closed the year of this photograph. We infer that the protrusions are likely earthwork features where dozers pushed capping soil into the trenches. The expanded width, in our opinion, is likely due to the shallow cell boundaries that have been graded and widened. In our opinion, the changes in 1968 are consistent with closure of the landfill as reported by some sources.

- **1979:** Figure 5 shows no trenches or earthwork that was apparent in earlier photographs. Vegetation is reestablished across much of the trafficked areas apparent in earlier photographs. The property appears accessible to vehicles, however, as trafficked areas and roadways exist. No developed access routes exist to the dumped debris areas. Landfill cells (trenches) shown represent 1968 dimensions, which are considered the most conservative interpretation.
- **2013:** Figure 6 represents conditions much like today. Vegetation is well established, including tree growth in the northeast area where the crusher site is proposed. No waste is observed at the ground surface in the landfill trench areas. Photographs of the dumped debris areas are provided in Figures 7 through 10.

Site Reconnaissances

Site reconnaissances were performed on tax lot 502 by geologists to evaluate the potential for impacts from onsite historic land uses, with a focus on the landfill history and reports of surficial debris. Our reconnaissances extended to the property boundaries along UPRR tracks and Dunning Road. Much of the area is overgrown with dense vegetation, limiting the ability to see the ground surface. Nonetheless, no features were disclosed that might represent a surface expression of the landfill trenches discussed above. On the site, no settlement, uneven ground, seeps, ponded water, exposed waste, and/or stressed or dead vegetation was noted.

Two debris dump sites of limited extent were exposed at the ground surface and their extent was mapped during our reconnaissance, refer, Figures 1 through 6. The two sites were approximately 60 to 80 feet northwest of the nearest landfill cell trench. Surficial dumped metallic debris with limited other materials (glass, plastic, etc.) was observed to be well embedded in an organic mass of soil, trees, brush, moss and berries. These overgrown areas included metallic objects such as washers, tanks, and industrial application containers.

During the site reconnaissances photographs were taken. Photographs of the northern and southern debris fields are shown on Figures 7 through 10 and Figures 11 through 14, respectively. The debris was generally modest in dimension, typically suitable for transport in a pickup truck. Deteriorated, empty drums were identified, as were both industrial and municipal

waste. Steel drums were noted, but they were severely rusted and damaged; displaying no labels or evidence of their past contents. Much of the metallic debris could not be readily identified.

No age has been assigned to the debris, but it appears decades old. These may have been materials unsuitable for the landfill. Our historic records search disclosed that the landfill operating from 1951 through 1968 performed salvaging. We theorize that the materials in the dumped debris areas represented metallic objects that would not burn, would not compact well, and would be difficult to place and compact in the landfill trenches. Hence, these materials may represent items that were salvaged from the landfill, but ultimately left on site.

We observed no sign of sheens, impacted soils, or distressed vegetation in the debris areas. In addition, no future development is planned for this area.

Site Development Conclusions and Recommendations

Quarry excavation occurs only on tax lots 100 and tax lot 1900, located to the north and east of tax lot 502, refer, Old Hazeldell Quarry, Goal 5 Application, Figure 6, Westlake Consultants, Inc. No significant excavations will occur on tax lot 502, described here as the Processing Area. Areas within the Processing Area but outside the known landfilled areas will host the scale house and parking, material stockpiles, crusher, acoustic berm, roads for quarry rock delivery, commercial truck access, reservoir access (should the City construct the planned reservoir), and parking for staff, equipment, and customers.

Figures 2 through 6 show the proposed use of tax lot 502 overlain on historic photographs with the landfill trenches defined. To lessen the potential that current environmental conditions might be adversely impacted by activities in the processing area, we recommend establishing a perimeter offset from the mapped landfill cells to create a buffer between material processing operations and the buried landfill trenches. The attached aerial photographs, Figures 4, 5 and 6, portray the largest area of landfilled trenches based on the historic photo review.

Institutional controls will be implemented on tax lot 502 that focus on avoiding any disturbance of the historic landfill trenches. We recommend a 25-foot offset perimeter be adopted as shown on Figures 4 through 6 to protect the buried landfill from intentional or unintended disturbance.

A key control is to construct fencing or install access constraints that prohibit access to the buffered landfill area during normal operations. Site uses, such as active material stockpiles, crusher siting, parking, and water detention or transmission, should avoid the buffered area to prevent disturbance to the waste materials buried in the landfill. Office facilities and scale-house are located outside the buffered landfill area. Stormwater injection into the subsurface and detention ponds near or upslope from the landfill trenches will be prohibited. Detention ponds may be located away from the buried landfill when it can be assured no above or below ground disturbance or groundwater diversion occurs within the former landfill. With established avoidance measures in place, it is our judgment that adverse site impacts due to landfill disturbance will be avoided.

Installation of a well on tax lot 502 is planned to provide an industrial water supply (in accordance with Oregon Water Resources Department, OWRD criteria). Preliminary siting of this well places it over 500 feet north of the historic landfill trenches. A more comprehensive discussion of this water well is included in Shannon & Wilson's Technical Memorandum regarding Geology and Hydrogeology Issues. The significant lateral distance to the well site at approximately the same elevation from the known landfill site assures that groundwater intercepted by the well will not encounter or affect groundwater passing through the landfill area. A separate memorandum addresses a recommended groundwater supply alternative.

LIMITATIONS

This technical memorandum provides a summary of our evaluation of on-site conditions relating to the former landfill and limited surficial debris at the site. No quarry excavation is proposed for this specific tax lot. Our opinion, conclusions and recommendations are presented regarding use of the subject site for material processing, stockpiling and sales.

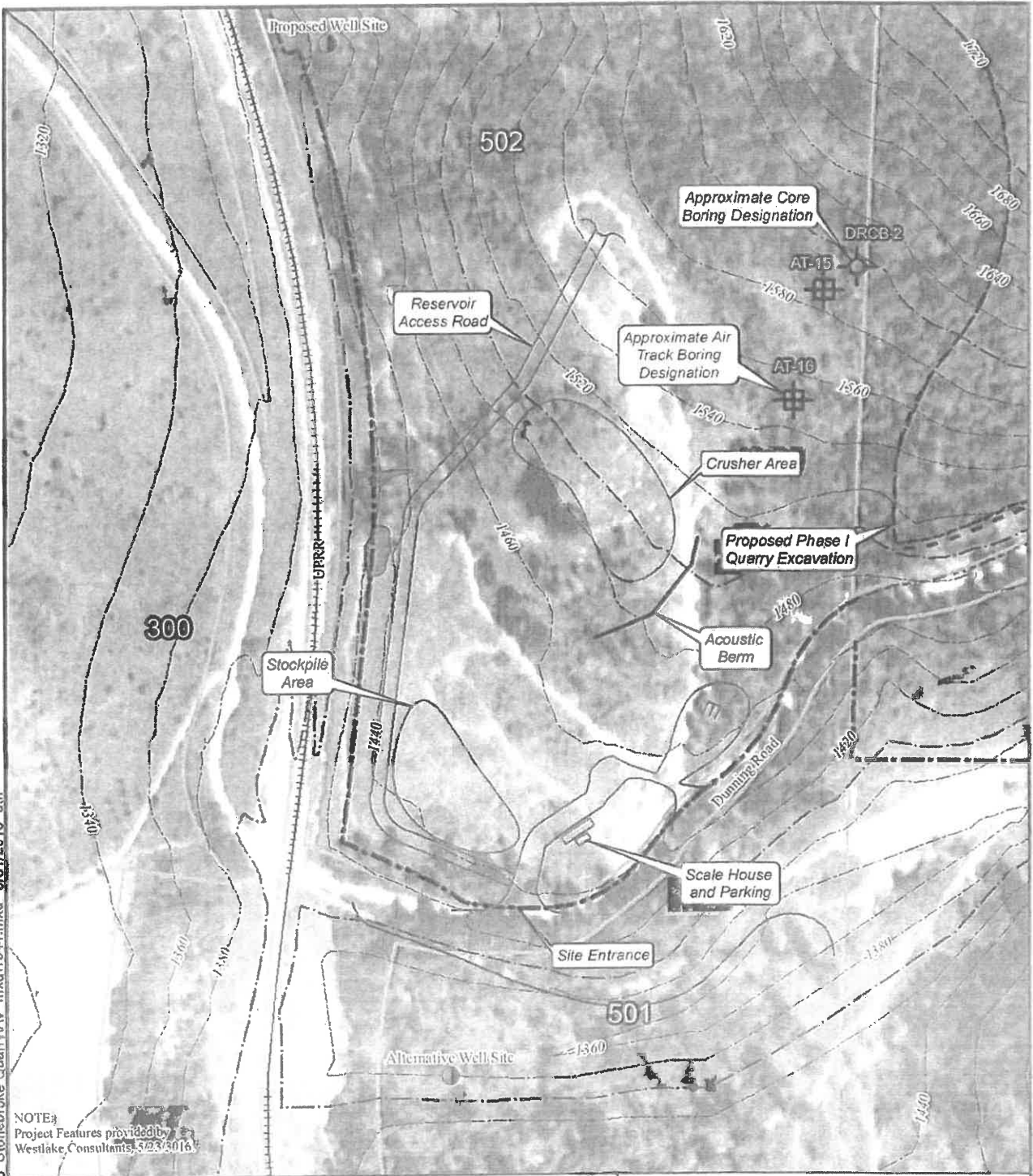
This technical memorandum was based solely on the services described herein. Site-specific studies have not been completed to quantify or evaluate "recognized environmental conditions", which might include regulated hazardous or dangerous wastes and/or substances, including petroleum products, under conditions that indicate an existing release, a past release, or a material threat of a release into the structures on the property or into the ground, groundwater, or surface water of the property. No Chain of Title Report has been reviewed. A Phase I

environmental site assessment, based on a review of records and files, as well as a site reconnaissance of the property, has not been performed.

FIGURES

- Figure 1: 1944 Aerial Photograph, Historic and Proposed Land Use
- Figure 2: 1954 Aerial Photograph, Historic and Proposed Land Use
- Figure 3: 1960 Aerial Photograph, Historic and Proposed Land Use
- Figure 4: 1968 Aerial Photograph, Historic and Proposed Land Use
- Figure 5: 1979 Aerial Photograph, Historic and Proposed Land Use
- Figure 6: 2013 Aerial Photograph, Historic and Proposed Land Use
- Figure 7: Site Photographs 1 through 4
- Figure 8: Site Photographs 5 and 6
- Figure 9: Site Photographs 7 and 8
- Figure 10: Site Photographs 9 and 10
- Figure 11: Site Photographs 11 and 12
- Figure 12: Site Photographs 13 and 14
- Figure 13: Site Photographs 15 and 16
- Figure 14: Site Photographs 17 and 18

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NOTE:
Project Features provided by
Westlake Consultants 5/23/2016

LEGEND

- Approximate Property Boundary
- - - Mining Permit Boundary
- Acoustic Berm
- Project Features
- - - Excavation Boundary
- ++++ Existing Railroad
- Phase I Boundary
- Approximate Well Location
- Debris Dump Sites (Observed in field by SW)
- - - Existing 100' Major Contours
- Existing 20' Minor Contours
- Taxlots (provided by Westlake Consultants)



Old Hazeldell Quarry
Oakridge, Oregon

**HISTORIC AND PROPOSED
LANDUSE
1944 AERIAL PHOTOGRAPH**

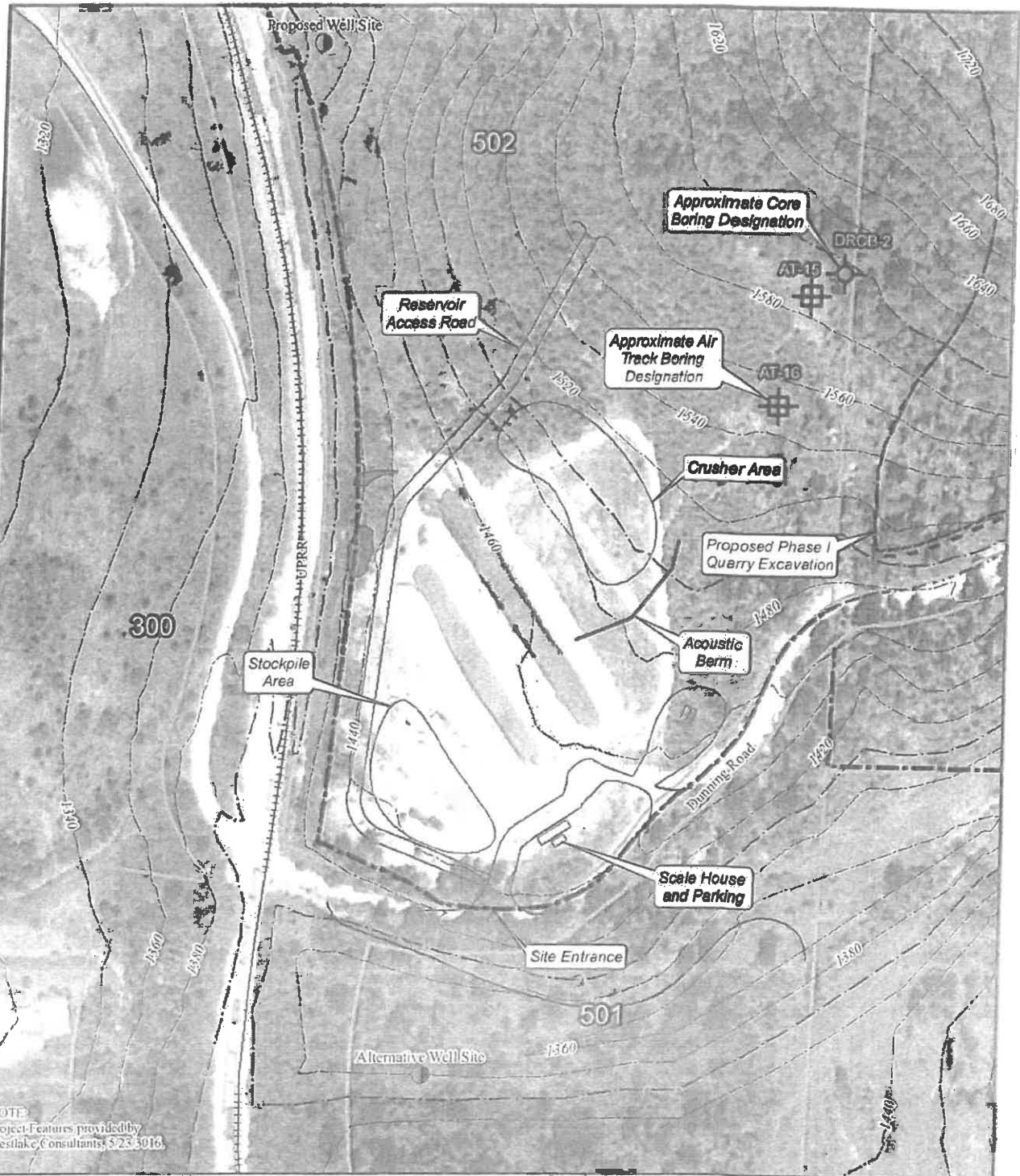
May 2016

24-1-03888-015

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GEO-TECHNICAL AND ENVIRONMENTAL CONSULTANTS

FIG. 1

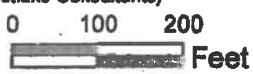
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NOTE:
Project Features provided by
Westlake Consultants, S-23-3016.

LEGEND

- Approximate Property Boundary
- - - Mining Permit Boundary
- Acoustic Berm
- Project Features
- - - Excavation Boundary
- ++++ Existing Railroad
- - - Phase I Boundary
- Approximate Well Location
- ▭ Historic Landfill Trenches
- ▭ Debris Dump Sites (Observed in field by SW)
- - - Existing 100' Major Contours
- - - Existing 20' Minor Contours
- - - Taxlots (provided by Westlake Consultants)



Old Hazeldell Quarry
Oakridge, Oregon

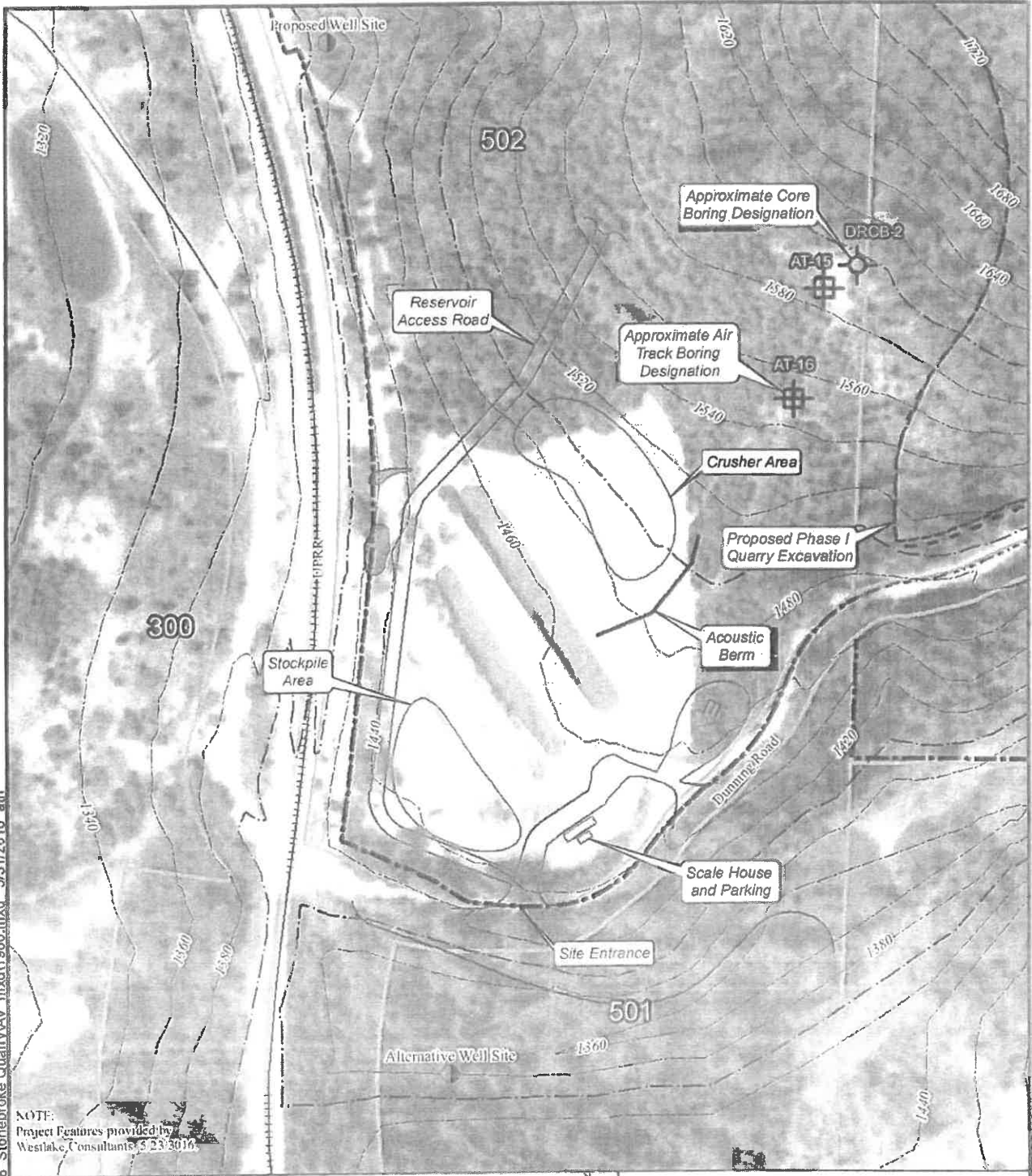
**HISTORIC AND PROPOSED
LANDUSE
1954 AERIAL PHOTOGRAPH**

May 2016

24-1-03888-015

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FIG. 2



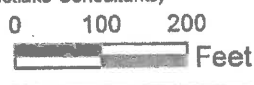
NOTE:
Project Features provided by
Westlake Consultants 5/23/2016

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LEGEND

- Approximate Property Boundary
- - - Mining Permit Boundary
- Acoustic Berm
- Project Features
- - - Excavation Boundary
- ++++ Existing Railroad
- - - Phase I Boundary
- Approximate Well Location

- Historic Landfill Trenches
- Debris Dump Sites (Observed in field by SW)
- - - Existing 100' Major Contours
- - - Existing 20' Minor Contours
- - - Taxlots (provided by Westlake Consultants)



Old Hazeldell Quarry
Oakridge, Oregon

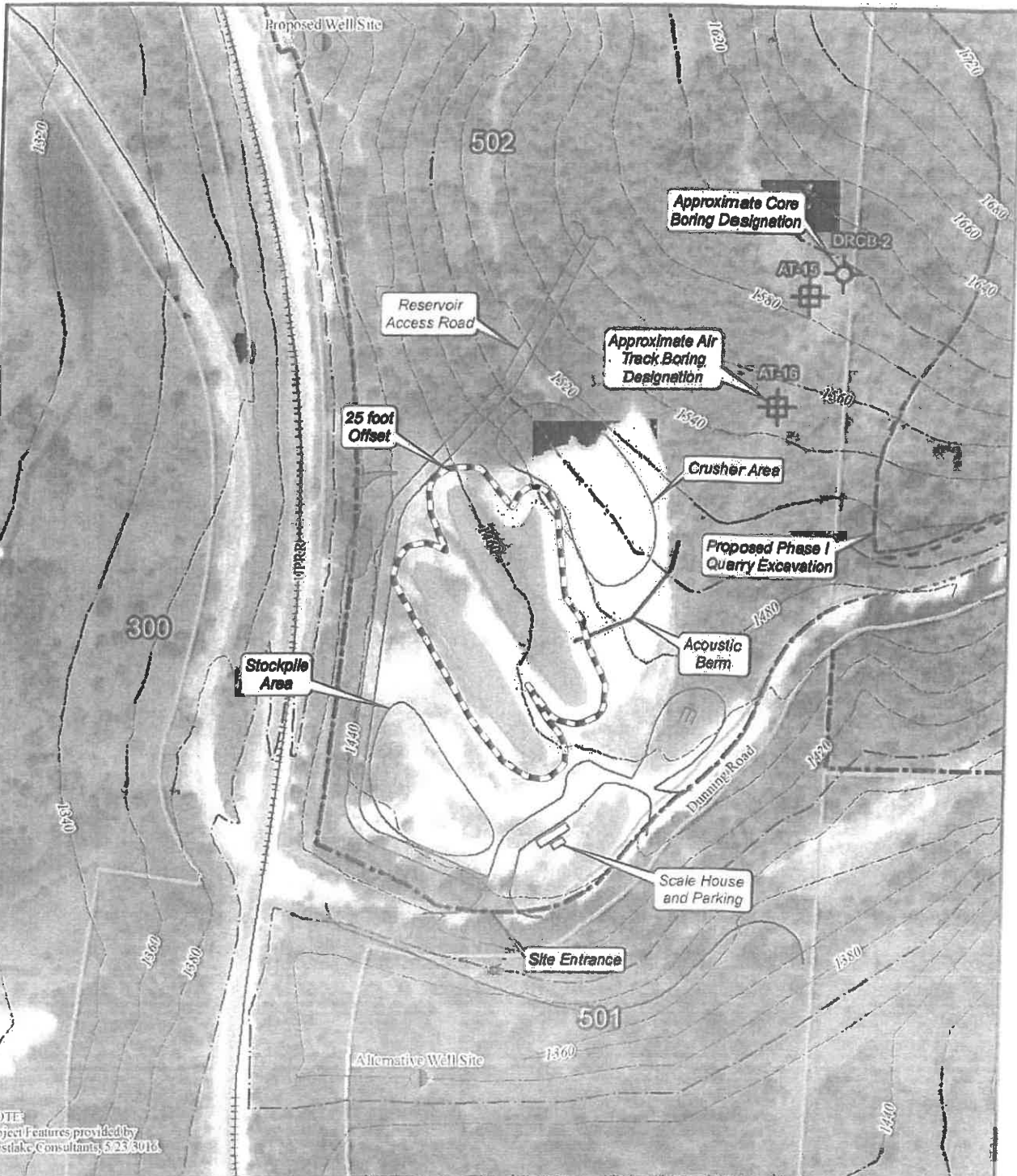
**HISTORIC AND PROPOSED
LANDUSE
1960 AERIAL PHOTOGRAPH**

May 2016 24-1-03888-015

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GEOLOGICAL AND ENVIRONMENTAL CONSULTANTS

FIG. 3

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NOTE:
Project Features provided by
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LEGEND	
	Approximate Property Boundary
	Mining Permit Boundary
	Acoustic Berm
	Project Features
	Excavation Boundary
	Existing Railroad
	Phase I Boundary
	25 foot Offset
	Approximate Well Location
	Historic Landfill Trenches
	Debris Dump Sites (Observed in field by SW)
	Existing 100' Major Contours
	Existing 20' Minor Contours
	Taxlots (provided by Westlake Consultants)

0 100 200 400 Feet

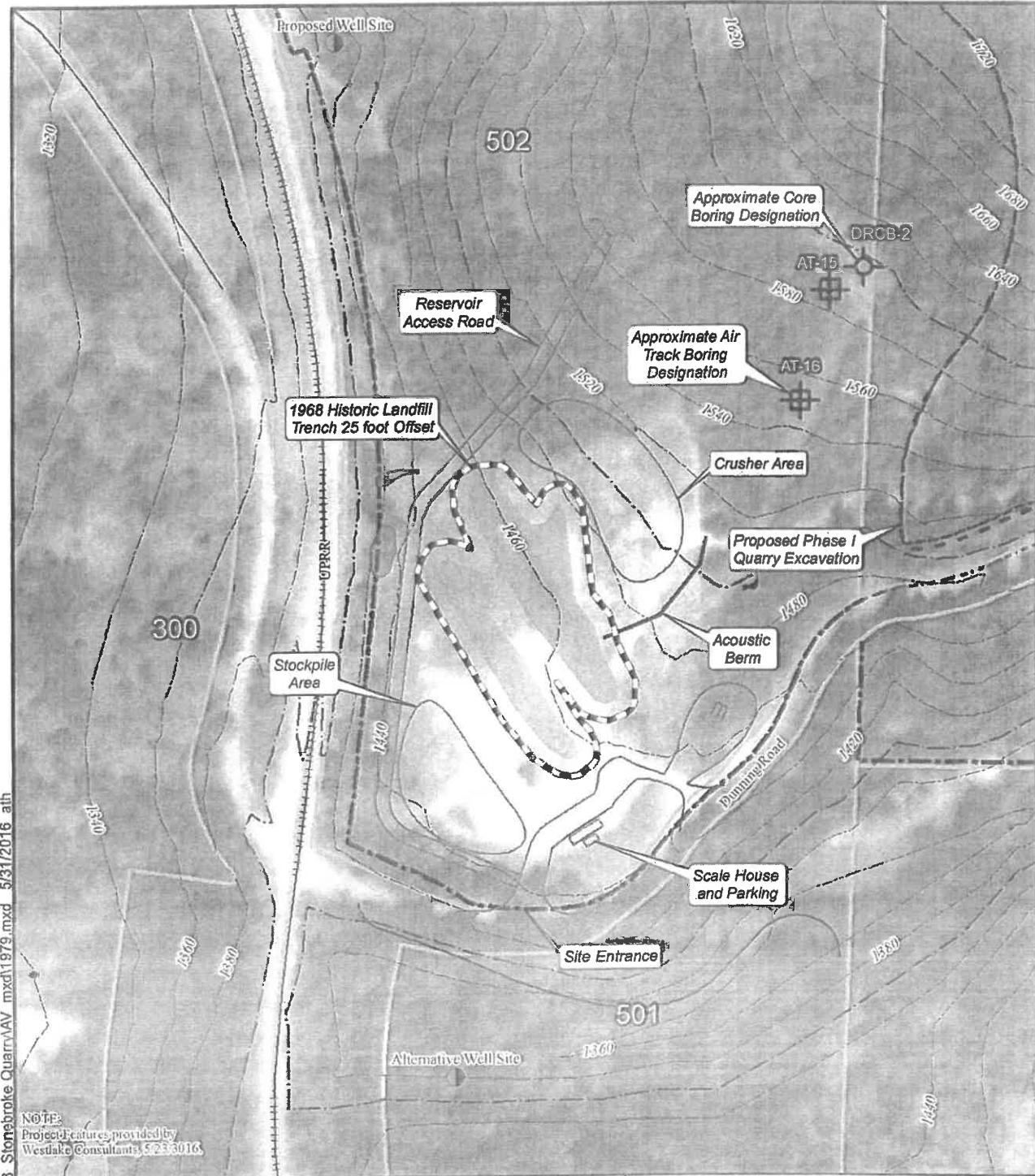
**Old Hazeldell Quarry
Oakridge, Oregon**

**HISTORIC AND PROPOSED
LANDUSE
1968 AERIAL PHOTOGRAPH**

May 2016 24-1-03888-015

SHANNON & WILSON, INC.
GEOLOGICAL AND ENVIRONMENTAL CONSULTANTS

FIG. 4

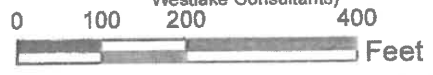


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NOTE:
Project features provided by
Westlake Consultants, 5/23/2016.

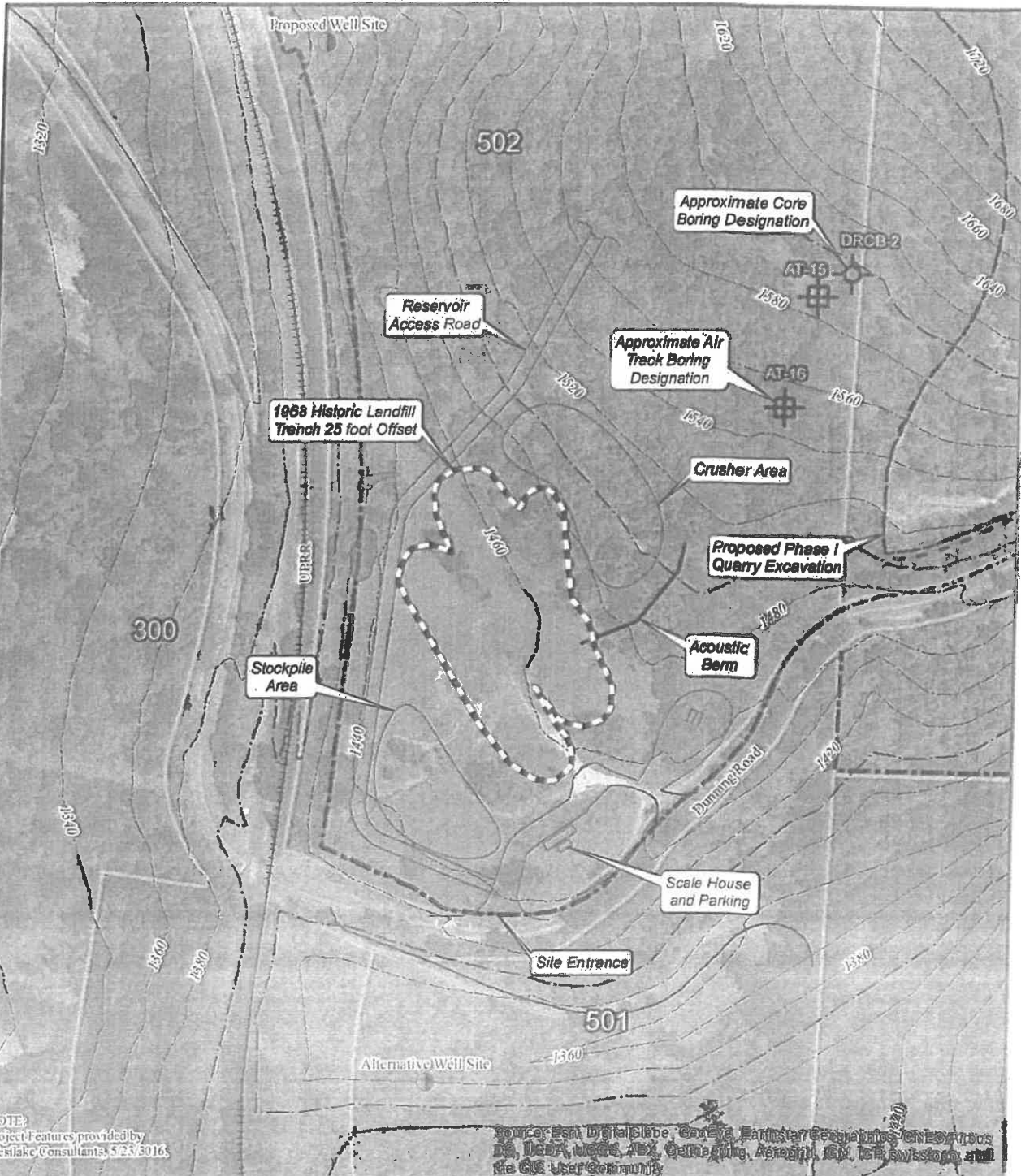
LEGEND

- Approximate Property Boundary
- Mining Permit Boundary
- Acoustic Berm
- Project Features
- Excavation Boundary
- Existing Railroad
- Phase I Boundary
- 1968 Historic Landfill Trench 25 foot Offset
- Approximate Well Location
- 1968 Historic Landfill Trenches Debris Dump Sites (Observed in field by SW)
- Existing 100' Major Contours
- Existing 20' Minor Contours
- Taxlots (provided by Westlake Consultants)



Old Hazeldell Quarry Oakridge, Oregon	
HISTORIC AND PROPOSED LANDUSE 1979 AERIAL PHOTOGRAPH	
May 2016	24-1-03888-015
SHANNON & WILSON, INC. <small>GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS</small>	
FIG. 5	

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NOTE:
Project Features provided by
Westlake Consultants, 5/23/2016.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, the GIS User Community

LEGEND

	Approximate Property Boundary		Approximate Well Location
	Mining Permit Boundary		1988 Historic Landfill Trenches Debris Dump Sites (Observed in field by SW)
	Acoustic Berm		Existing 100' Major Contours
	Project Features		Existing 20' Minor Contours
	Excavation Boundary		Taxlots (provided by Westlake Consultants)
	Existing Railroad		0 100 200 400 Feet
	Phase I Boundary		
	1988 Historic Landfill Trench 25 foot Offset		

**Old Hazeldell Quarry
Oakridge, Oregon**

**HISTORIC AND PROPOSED
LANDUSE
<2013 AERIAL PHOTOGRAPH**

May 2016 24-1-03888-015

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FIG. 6

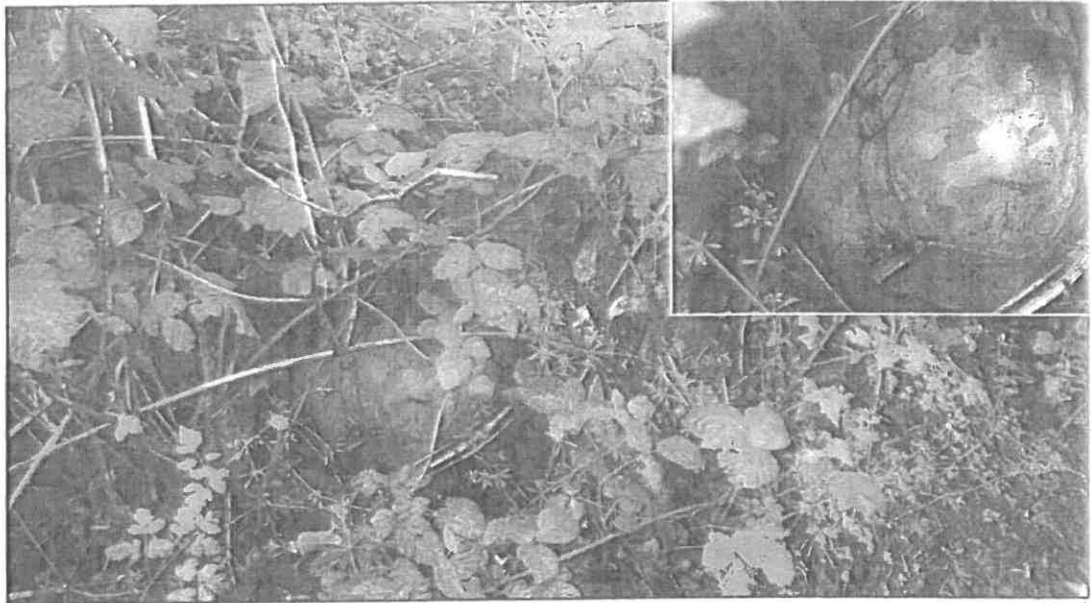


Photo 1 and 2 (left to right): Stainless steel vessel in northern debris dump site



Photo 3 and 4 (right to left): Broken glass in northern debris dump site

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Old Hazeldell Quarry Oakridge, Oregon	
SITE PHOTOGRAPHS	
May 2016	24-1-03888-015
SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. 7



Photo 5: Rusting empty gas can next to metallic debris in northern debris dump site



Photo 6: Tire in northern debris dump site

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Old Hazeldell Quarry Oakridge, Oregon	
SITE PHOTOGRAPHS	
May 2016	24-1-03888-015
SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. 8



Photo 7: Wire cable adjacent to metallic debris in northern debris dump site

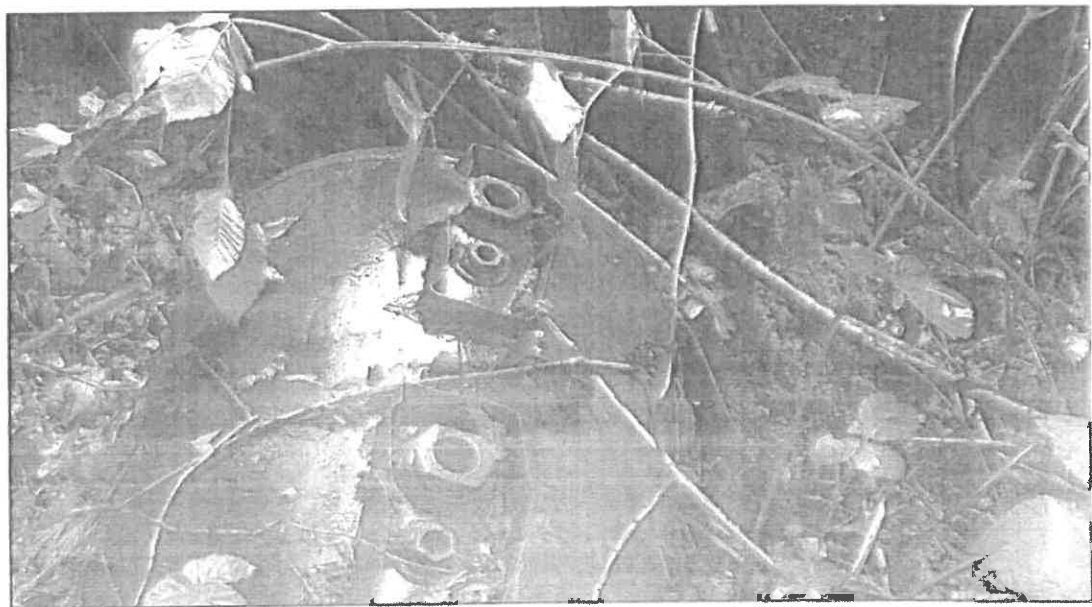


Photo 8: Tank in northern debris dump site

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Old Hazeldell Quarry
Oakridge, Oregon

SITE PHOTOGRAPHS

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24-1-03888-015

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FIG. 9

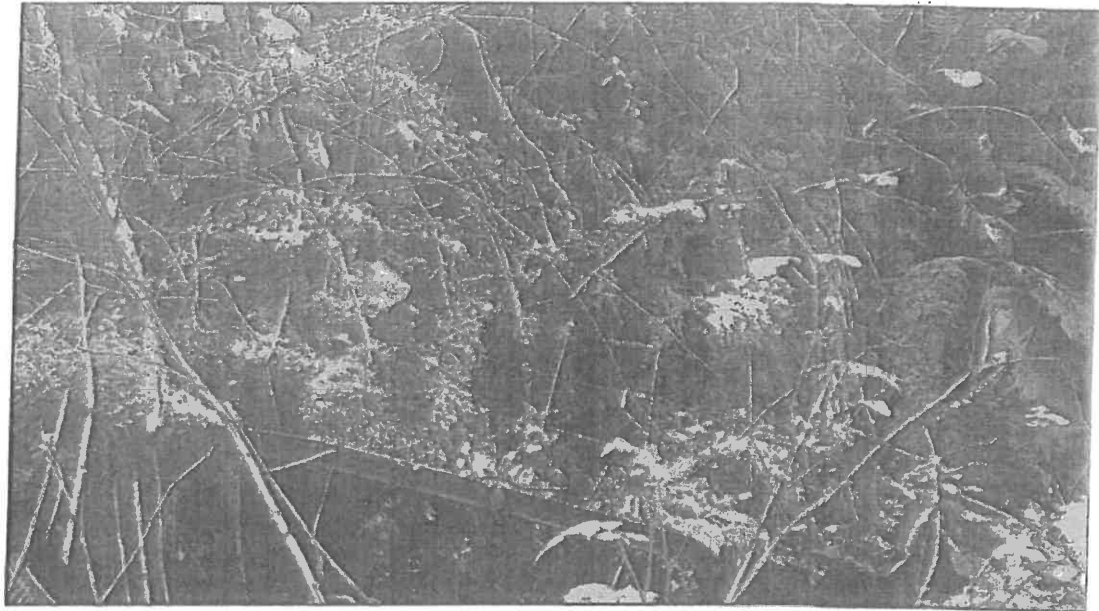


Photo 9: Bed spring in northern debris dump site



Photo 10: Miscellaneous metallics in northern debris dump site

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Old Hazeldell Quarry Oakridge, Oregon	
SITE PHOTOGRAPHS	
May 2016	24-1-03888-015
SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. 10

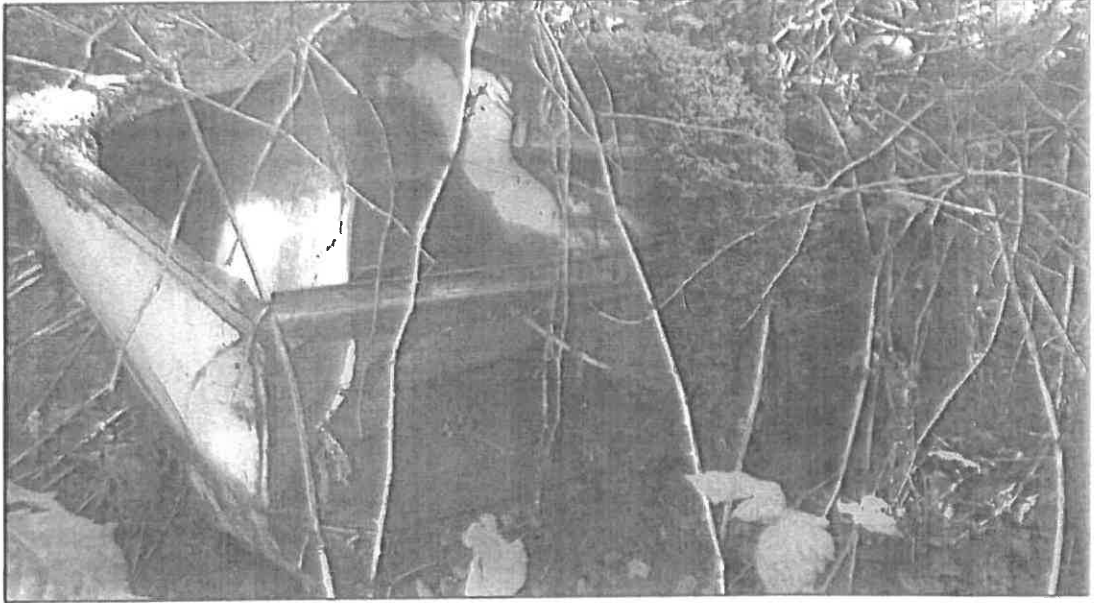


Photo 11: Metallic hopper in southern debris dump site



Photo 12: Miscellaneous metallics in southern debris dump site

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Old Hazeldell Quarry
Oakridge, Oregon

SITE PHOTOGRAPHS

May 2016

24-1-03888-015

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FIG. 11

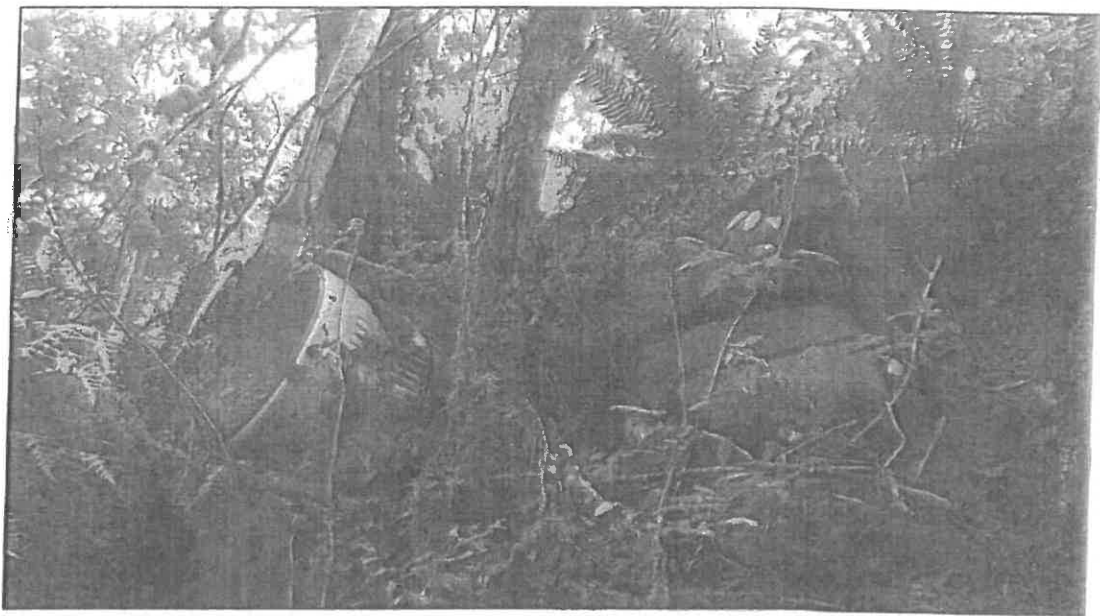


Photo 13: Washing machine in southern debris dump site



Photo 14: Drum and metallic debris in southern debris dump site

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Old Hazeldell Quarry Oakridge, Oregon	
SITE PHOTOGRAPHS	
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SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. 12



Photo 15: Cabinet-door and miscellaneous debris in southern debris dump site



Photo 16: Rusted drum in southern debris dump site

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Old Hazeldell Quarry Oakridge, Oregon	
SITE PHOTOGRAPHS	
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Photo 17: Light fixture in southern debris dump site



Photo 18: Tank in southern debris dump site

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Old Hazeldell Quarry
Oakridge, Oregon

SITE PHOTOGRAPHS

May 2016

24-1-03888-015

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Geotechnical and Environmental Consultants

FIG. 14

October 31, 2016

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

Mr. Louis Gomez
City Administrator
City of Oakridge
P.O. Box 1410
48319 E. First Street
Oakridge, Oregon 97463

**RE: QUALITATIVE ASSESSMENT OF POTENTIAL IMPACTS TO
ALLUVIAL AQUIFER SYSTEM FROM PROPOSED OLD HAZELDALE
QUARRY, OAKRIDGE OREGON**

Dear Louis:

Enclosed for your use is the above referenced letter report, completed by GSI Water Solutions, Inc.

The report concludes that the risk of impact to the Cities water supply aquifer is low.

The report makes several recommendations, including the installation of groundwater monitoring wells at yet to be determined locations along the periphery of the quarry's operational footprint. Given the importance of the aquifer to the City's water supply, we agree that some form of groundwater monitoring would be prudent during the operational life of the quarry, to ensure that no impacts to the Cities water supply were occurring as a result of mining operations. This recommendation on our part, it should be noted, does not imply that the level of risk to the aquifer is in any way different from the conclusions drawn by GSI's report.

Thank you very much for your time concerning this matter.

Very truly yours,

CURRAN-McLEOD, INC.



Edward P. Hodges, P.E.

enclosures:



To: Edward Hodges, PE / Curran-McLeod, Inc.

From: GSI Water Solutions, Inc.

Date: October 31, 2016

RE: Qualitative Assessment of Potential Impacts to Alluvial Aquifer System from Proposed Old Hazeldell Quarry, Oakridge, Oregon

GSI Water Solutions, Inc (GSI) has conducted a high-level/cursory evaluation of potential impacts to the City of Oakridge's (City) groundwater resource from mining operations at Old Hazeldell Quarry (Quarry), a proposed aggregate quarry planned for development east of the City. The Quarry has submitted a land use change request to Lane County, in order to change the designation of 107 acres from Impacted and Non-Impacted Forest to Quarry and Mine Operations. As part of the public comment period, the City has requested that GSI perform a brief desktop hydrogeologic evaluation of the proposed project.

As part of our review, GSI reviewed portions of the Old Hazeldell Quarry application to Lane County (Application; prepared by Kuper Consulting, LLC), and other available materials, referenced herein. Our desktop review is based on the interpretations included in these references. No field reconnaissance or detailed site characterization or exploration studies were completed as part of this assessment.

Proposed Mining Activities

According to information provided in the Application document (Kuper Consulting 2015), the Quarry plans to mine volcanic rock (andesite) and volcanoclastic rock (e.g., tuff) from approximately 46 acres along a ridgetop located east of downtown Oakridge (Figure 1). The lifespan of the mine is proposed to be 35 to 40 years, depending on market conditions. Rock will be excavated and processed onsite using a crusher system and screening equipment to provide various sizes of aggregate. Rock will be extracted using either excavators or hydraulic rock drills, depending on the degree of rock fractures. Once processed, the aggregate will be transported offsite using dump/haul trucks and possibly rail cars. Plans for the proposed mine show that the excavation pit will extend from existing land surface elevations of up to approximately 1,850 feet above mean sea level (msl) to a planned quarry floor elevation of 1,420 feet above msl. The proposed plan is to excavate the quarry in three phases: the southern portion will be excavated first; the north and northwest portion comprises the second phase; and the final phase will target the eastern portion of the property. The location of the aggregate processing equipment and material staging is proposed to be near the southwest corner of the property, just above the existing Dunning Road (Figure 1).

Hydrogeologic Setting

Regional Geology

The City is located within a glaciofluvial valley surrounded by upland areas composed of older volcanic and volcanoclastic rocks (Figure 2). The Quaternary glaciofluvial deposits (Qgf) consist of unconsolidated, locally stratified deposits of silt, gravel, cobbles, and boulders with lenses of varved silts and clays. The older Oligocene volcanic rocks (Tov) consist primarily of lithic and lapilli tuffs and andesitic and basaltic breccias and flows.

A northwest trending fault zone consisting of a band of geologic fractures (Eugene-Denio Fault Zone) is mapped through the City of Oakridge (Lawrence 1976; Priest et al. 1982). Geologic structures known to exist in the area consist of faults and joints (Figure 2).

Local Geology

Shannon and Wilson, Inc. (S&W; 2015) describe four major geologic units in the vicinity of the proposed mine that are pertinent to this review: Little Butte Volcanics (LBV), Intrusive Andesite, Glacial Outwash, and Alluvium. The LBV and Intrusive Andesite are understood to generally correlate with Tov deposits described by Brown et al. (1980), while the Glacial Outwash and Alluvium are understood to generally correspond with the Qgf deposits. A figure produced by S&W (2015) shows Intrusive Andesite along the eastern portion of the ridgeline of the proposed quarry, the LBV to the west of the ridgeline, and a small area of Glacial Outwash in the northwest portion of the proposed mine property (outside of the proposed excavation area).

Several faults are mapped in the vicinity of Oakridge (Figure 2). A northeast-trending fault is mapped along the eastern margin of the quarry site. The fault's down-dropped side is on the northwest and its trace extends (concealed) across the Salmon and Salt Creek valleys. S&W report that joints were observed from cores collected in portions of the rock. S&W describes the joints as generally close- to medium-spaced in aperture (opening width size), with some infilled with clay, or secondary mineralization. Some were noted to contain iron-oxide stains or slickensides (a polished and striated rock surface that results from friction along a fault or bedding plane).

Local Hydrogeology and Groundwater Occurrence

The City's production wells are completed in the Alluvium unit located along Salmon Creek west of the proposed quarry site (Figure 2). The surface elevation of the City wellfield is approximately 1,200 feet msl. Geologic logs of the City's wells indicate that the Alluvial unit is comprised of silt, sand, and gravel. The unit appears to be highly heterogeneous, with no identifiable confining units. A study by CH2M HILL (1993) indicates that the City's wells are under the direct influence of surface water, and the aquifer receives approximately 60 percent of recharge from Salmon Creek. The time of travel model produced for the City's wellhead protection program indicates that surface water from the reach of Salmon Creek immediately north of the proposed mine site would be captured by the City's wells in approximately 2-3 years (Figure 3). The City is currently planning construction of an additional municipal supply well northeast of their wellfield.

The majority of groundwater resources in the Oakridge area occur primarily in the highly productive alluvial sediments comprising the Salmon Creek and Willamette River valleys.

Groundwater flow in the alluvial aquifer is down-valley (Figure 3), or generally from east to west (CH2M HILL 1993).

Wells completed in the volcanic rocks generally have low yields. Some wells drilled in the volcanic rocks northeast of the City were reported to be dry (CH2M HILL 1993).

Evaluation of Potential Impacts to Alluvial Aquifer

Documents provided in the Application include a Subsurface Investigation Report, and a Groundwater Report, both prepared by S&W. GSI conducted a brief review of these documents with particular attention to potential impacts to the aquifer that sources the City's wellfield wells and planned new well.

Groundwater Quantity

Groundwater flow in the vicinity of the City's wells was previously modeled by CH2M HILL (1993). In general, groundwater flow direction appears to follow land-surface topography (Figure 3). A majority of groundwater flow to the City's wellfield appears to be from the east including recharge from Salmon Creek and the adjacent alluvial aquifer. The 1-, 2-, and 5-year groundwater capture zone areas and travel times are shown on Figure 3.

Infiltration of precipitation and surface water runoff also likely provides recharge to the alluvial aquifer. Runoff from the proposed quarry site currently travels as sheet flow radially out from the top of the property (following topography). A portion of this runoff drains to Salmon Creek. The Stormwater Analysis prepared for the Application states that "stormwater from rainfall falling inside the mining area will be collected and reintroduced into the fractured [sic] as part of natural infiltration. Although no stormwater is anticipated to leave the main quarry area, offsite stormwater flow will fall under Oregon Dept. of Geology and Mineral Industries (DOGAMI)" We assume control and management of stormwater will follow DOGAMI best management practices.

In addition to stormwater sheet flow, several springs have been mapped outside of the proposed excavation area. On the western side of the property, S&W mapped these springs as daylighting at elevations between roughly 1,500 and 1,600 feet msl. On the eastern side of the property, S&W mapped a spring at roughly 1,600 feet msl. All of the mapped springs appear to be located away from excavation, processing, and transport activities. S&W describes the springs as "typically exit(ing) the ground where pervious soil overlies shallow impervious bedrock." If this is the case, it is unlikely that mining activities would significantly impact flow to the streams. If however, the springs are fed by groundwater flowing along fractured or faulted zones within the rock, it is possible that excavation could intersect the flow to the springs. The excavation is planned to remove material down to an elevation of 1,420 feet msl, which is lower than the elevation of the mapped springs (1,500 to 1,600 feet msl).

S&W report that the geology targeted by the proposed quarry consists of andesite and tuff (LBV) that are "virtually impervious to water in hand specimen." After drilling test borings, S&W concluded that the rock units offer very low permeability, and that groundwater flow is controlled by fractures and joints within the rock. Water-level recovery monitoring during baildown/recovery tests conducted at two borings however, indicate complete recharge to pre-test static water levels over a short period (< 1 day), suggesting somewhat permeable conditions. S&W report that domestic water wells completed in this unit produce only 1 to 8 gallons per minute (gpm), with an average of less than 4 gpm. S&W further states that due to

the inferred lack of significant groundwater, the excavation activities are expected to be relatively dry.

Based on our desktop review of the available references, it appears unlikely that the proposed mining activities would have a significant impact on the quantity of water recharging the City's wellfield. The amount of stormwater that currently reaches Salmon Creek will likely be slightly decreased under the proposed mining conditions, since the highest elevations will be excavated and stormwater runoff direction will run into the excavation instead of toward Salmon Creek. The springs on the western side of the proposed mine property may likely feed groundwater to the south of the City's wellfield. Therefore, even if these springs are diminished due to mining activities, the amount of recharge to the City's wells would likely not be affected.

Groundwater Quality

The City's wellfield has been identified as being highly susceptible to contamination (CH2M: HILL 1993; GSI 2014) due to the shallow, unconfined, and highly-transmissive nature of the alluvial aquifer system. The proposed processing and staging area is located near the southwest corner of the property. The most likely potential contaminants related to mining operations include petroleum hydrocarbons, such as hydraulic fluids, lubricants and fuels. Leaks and spills resulting from vehicle/equipment operation, fueling, maintenance, and washing, or from improper handling and storage of lubricants and fuels, may enter the alluvial aquifer by direct runoff from the proposed processing area and infiltration, or laterally from groundwater discharging via joints/fractures or interbeds reported to be present in the LBV.

Though we have not been provided or have reviewed the geochemical composition of the aggregate resource material, decomposition of exposed aggregate could also be a source of potential contaminants. The changing environment of pH and oxidation-reduction potential (Eh) as reducing groundwater migrates into an oxidizing environment will influence resulting water-rock reactions. Past experience suggests that the redox reactions may stabilize oxidizing minerals (primarily iron hydroxide) and/or liberate aqueous phases such as sulfate ions and/or metals or metalloids, such as copper. Given the complexity of the geologic, hydrothermally-altered environment and the unknown chemical composition of native groundwater, potential impacts to groundwater quality are not known.

The Application references obtaining approval from the Oregon Department of Environmental Quality (DEQ) of a Spill Prevention Controls and Countermeasure Plan (SPCCP). No specifics for the containment measures or spill responses are included in the Application. In addition, the Application states that stormwater runoff is proposed to remain onsite, and will comply with DOGAMI's best management practices (BMPs). This includes building water quality swales and other detention features to collect water from impervious surfaces. It appears that any surface water runoff leaving the site from the staging area will enter the Salt Creek and/or Middle Fork Willamette drainages. The detailed SPCCP should be reviewed with regard to potential for offsite transport of mining-related contaminants.

Conclusion and Recommendations

Based on our current understanding of the project, review of available information, and interpretations provided in documents contained in the Application, the proposed mining activities are not anticipated to impact the quantity of groundwater produced by the City's wellfield or planned new well. We estimate the relative potential risk to groundwater quantity to be low.

Potential impacts to groundwater quality however, are less certain and depend on water-rock geochemical reactions that may take place and a potential pathway to the alluvial aquifer system. As previously mentioned, we do not know the specific geochemical reaction(s) that may take place and there appears to be some contradiction with bedrock permeability based on the core samples collected at the site (reportedly low-permeability characteristics) and stormwater management via natural infiltration at the site. In addition, we do not know whether the fault structure near the site is connected with the alluvial valleys or whether it presents a barrier to groundwater movement or zone of enhanced groundwater flow.

We assume however, that permeability in the aggregate source rock is relatively low (based on yields from wells completed in the rock deposits) and that a hydraulic connection between the aggregate source rock and alluvial aquifer is somewhat limited by secondary mineralization or infilling of the fracture networks, as reported by S&W. Consequently, we estimate the relative potential risk to groundwater quality at the City wellfield wells or planned new well to be low. This assumes:

- The quarry has developed and implemented effective stormwater management strategies and adequate spill response and contingency plans are in place.
- Secondary permeability in the aggregate source rock through such processes as fracturing, faulting, and/or weathering are low, and the rock is not hydraulically connected with the Salmon River drainage or associated alluvial aquifer deposits.
- Surface runoff from the staging area is likely to enter Salt Creek and/or Middle Fork Willamette drainages and not reach the City wellfield wells or planned new well.

To mitigate some uncertainty with the potential impact to groundwater quality however, we recommend the following monitoring programs be implemented prior to any excavation activities (baseline conditions) and be ongoing during the lifespan of the quarry:

- Monitoring spring locations for flow and water quality parameters to determine whether excavation activities will impact surface water flow;
- Install groundwater monitoring wells at locations around the periphery of the quarry site to monitor for potential changes in groundwater quality over time. Specifically, these monitoring locations should target areas down-gradient of potential contamination sources (e.g., processing, staging, equipment maintenance, and parking areas), or within the presumed pathway to surface water sources (Salmon Creek and Salt Creek);
- Installation and routine inspection and maintenance of containment areas and stormwater features; and
- It is not clear that natural infiltration will be an effective means of stormwater management considering the reported low-permeability of the rock. We recommend that a contingency stormwater management plan be developed if the rate of natural infiltration at the site does not allow for adequate stormwater management needed for excavation and/or mining activities to proceed.

If additional information has become available since the submission of this memorandum, our findings and interpretations presented in this evaluation may need to be modified to reflect the new information. This memorandum was prepared using procedures and assumptions consistent with the generally accepted professional practices applicable at the time and place the work was completed.

References

- CH2M HILL, 1993. Wellfield Hydrogeologic Assessment Report. Prepared for the City of Oakridge, dated November 1993.
- GSI Water Solutions, Inc., 2014. Draft Technical Memorandum, City of Oakridge Well Siting Assessment. Prepared for Curran-McLeod, Inc., dated July 24, 2014.
- Kuper Consulting LLC, 2015. Old Hazeldell Quarry Aggregate Mining Operation, Applications for Post-Acknowledgement Comprehensive Plan Map and Zone Map Amendment, Comprehensive Plan Text Amendment and Site Review Permit. Prepared for Old Hazeldell Quarry, LLC, dated December 8, 2015.
- Lawrence, R.D., 1976, Strike-Slip Faulting Terminates the Basin and Range Province in Oregon, in Geological Society of America Bulletin, v. 87, p. 846-850, June 1976, Doc. 60602.
- Priest, G.R., Woller, N.M., Black, G.L., and Evans, S.H., Jr., 1982, Implications of Volcano-Tectonic patterns in the Oregon Cascades for Geothermal Exploration, Oregon Department of Geology and Mineral Industries (DOGAMI); University of Utah Research Institute, in Geothermal Direct Heat Program: Roundup Technical Conference Proceedings, Volume 1: State Coupled Resource Assessment Program, p. 205-227.

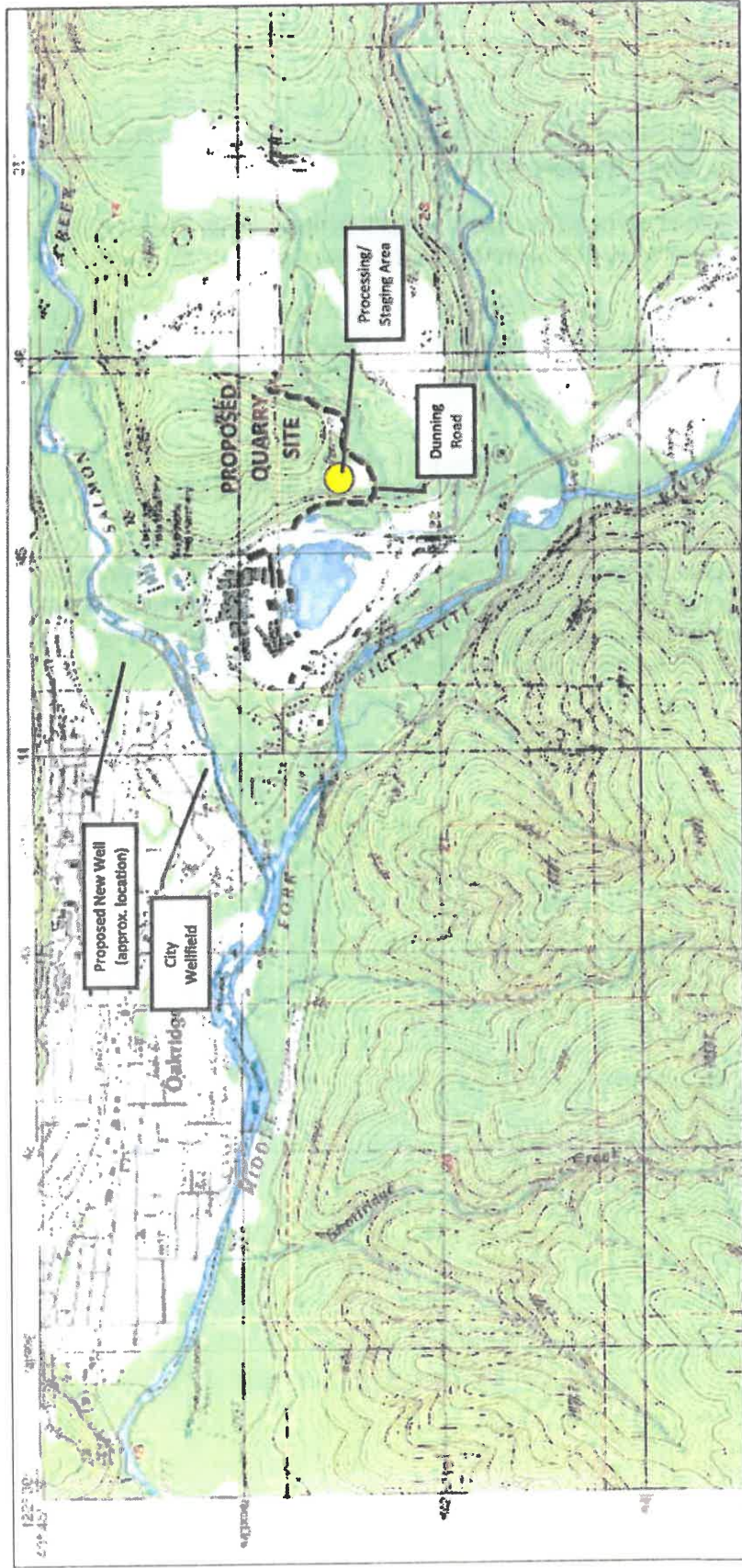


Figure 1 – City of Oakridge

Basemap Source: USGS

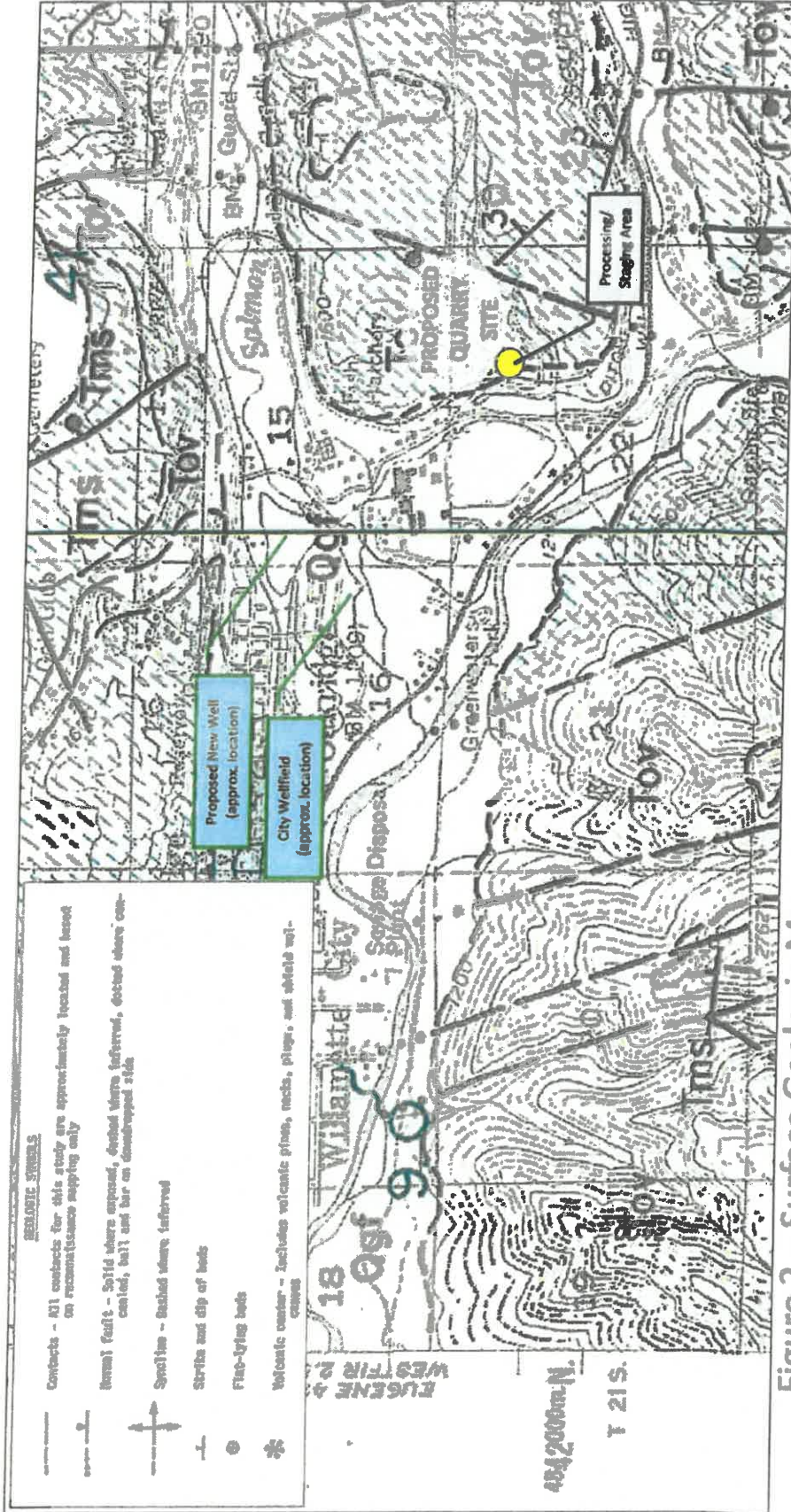


Figure 2 – Surface Geologic Map

Basemap Source: DOGAMI Open-File Report 0-80-3

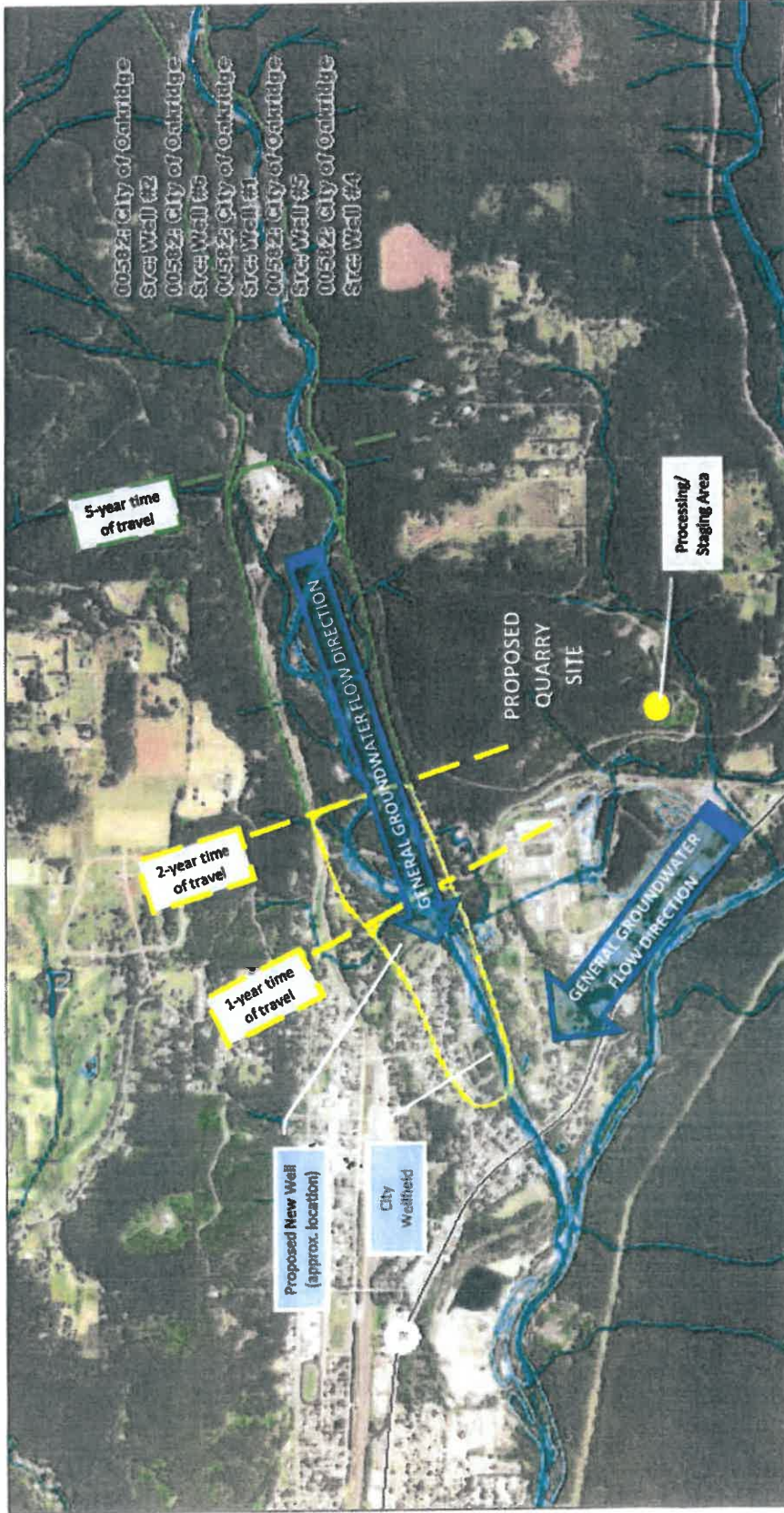


Figure 3 – City Drinking Water Source Areas

Source: Oregon Drinking Water Protection Plan

**Business of the City Council
City of Oakridge, Oregon
March 7, 2024**

Agenda Title: Safe Lane Coalition safe driving practices community survey

Agenda Item No: 12.1

Exhibits:

Proposed Council Action: N/A (info only)

Agenda Bill Author: CA

ISSUE: The City of Oakridge and the Safe Lane Coalition want to hear what Lane County citizens have to say about safe driving practices. Here is the link to the online survey:

www.surveymonkey.com/r/SLDr2024

This 5-minute survey for Lane County residents is focused on safe driving practices. Conducted by Eugene-based Turell Group, Community Research surveys are about community topics and are conducted every few months. They donate \$1 to a local nonprofit for each survey completed and an additional \$1 for each person who signs up to participate in future Community Research surveys. This month they will be donating to the Free Bikes 4 Kidz Eugene-Springfield program.

FISCAL IMPACT: None

RECOMMENDATION: None (info only)

STRATEGIC THEMES/GOALS INVOLVED:

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

**Business of the City Council
City of Oakridge, Oregon
March 7, 2024**

Agenda Title: Requests to place Sasquatch Fest & TPF advertising banners on city property

Agenda Item No: 12.2

Exhibits:

Proposed Council Action: Unknown

Agenda Bill Author: CA

ISSUE:

I (CA Cleavenger) have been approached by organizers of the Sasquatch Festival and the Tree Planting Festival, requesting permission to place advertising banners up on city property for these events. It is unclear to me if this is within my purview of City Administrator to decide or if this is a City Council issue to decide on a case-by-case basis. Therefore, guidance on this issue from City Council is requested.

FISCAL IMPACT: None

RECOMMENDATION: None

STRATEGIC THEMES/GOALS INVOLVED:

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 7, 2024**

Agenda Title: Resolution 03-2024
Supplemental Budget #2 for FY 23-24

Agenda Item No: 15.1

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

Exhibits:

- (1) Resolution 03-2024
- (2) FY 23-24 Adopted Budget
- (3) Notice of Supplemental Budget Form
- (4) ORS 294.473
- (5) Publication Receipts

ISSUE: City Council is required to adopt a supplemental budget, after publishing notice of the meeting to allow for a public comment at least 5 days in advance of the meeting. Notice was published in the Eugene Register Guard on 3/1/24. A copy of Supplemental Budget #2 for FY 23-24 has also been posted on the city website and copies were made available at City Hall.

This Supplemental Budget #2 addresses issues and corrections to the current adopted budget for FY 23-24, which was adopted by City Council on 6/29/2023 through Resolution 11/2023. On 12/7/23, Supplemental Budget #1 was passed by City Council through Resolution 18-2023. The primary adjustments in this Supplemental Budget #2 are from *receiving* additional grant funds during the year that the City did not know for sure we would be awarded during the budget process, and from necessary transfers of money from Reserve Funds to the current operating budget to cover unforeseen expenses.

The Budget Committee met on 3/5/24 to review this Supplemental Budget #2. They voted unanimously to recommend that the “Resource” descriptions on lines 3 and 4 of the EMS Fund budget changes to be changed to “Reimbursement for FY 23 Expenditures” to more accurately describe them.

See the attached Resolution 03-2024, which includes the Supplemental Budget #2 and Notice of Supplemental Budget (Oregon Dept. of Revenue Form OR-ED-SBH), ORS 294.473 (the primary state law regarding supplemental budgets), and the FY 23-24 Adopted Budget for more details.

Under the Council Rules of Procedure, resolutions require 2 readings on separate dates, *unless* the Council votes *unanimously* during the 1st reading, at which point a 2nd reading and adoption of the resolution can occur during one single meeting. If the vote on the 1st reading is *not* unanimous, a 2nd meeting will be necessary.

FISCAL IMPACT: \$765,222.00 in total adjustments to the FY 23-24 Budget

- OPTIONS:**
- (1) Approve Resolution 03-2024, adopting FY 23-24 Supplemental Budget #2 (*with or without the 2 changes suggested by the Budget Committee*)
 - (2) Do not approve the Resolution
 - (3) Send the issue to the Budget Committee for further review

RECOMMENDATION: Option 1

RECOMMENDED MOTIONS:

MOTION 1: *"I move that we approve the 1st reading of Resolution 03-2024, adopting Supplemental Budget #2 for Fiscal Year 2023-2024, after changing the "Resource" descriptions on lines 3 and 4 of the EMS Fund budget changes to "Reimbursement for FY 23 Expenditures"."*

MOTION 2 (only if the vote on the 1st reading is unanimous): *"I move that we approve and adopt Resolution 03-2024, after a 2nd reading by title only."*

STRATEGIC THEMES/GOALS INVOLVED:

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

RESOLUTION NO. 03-2024

A RESOLUTION ADOPTING SUPPLEMENTAL BUDGET #2 FOR FISCAL YEAR 2023-2024 AND MAKING APPROPRIATIONS

WHEREAS, the City of Oakridge resolves the following:

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

- a. An occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.
- b. A pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires prompt action.
- c. Funds that are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period.
- d. A request for services or facilities the cost of which is to be supplied by a private individual, corporation or company or by another governmental unit and the amount of which could not be accurately estimated when preparing the original budget or a previous supplemental budget for the current year or current budget period.
- e. Proceeds from the involuntary destruction, involuntary conversion, or sale of property that necessitates the immediate purchase, construction or acquisition of different facilities in order to carry on governmental operations.
- f. Ad valorem property taxes that are received during the fiscal year or budget period in an amount sufficiently greater than the amount estimated to be collected such that the difference will significantly affect the level of government operations to be funded by the taxes as provided in the original budget or a previous supplemental budget for the current year or current budget period.
- g. A local option tax described in ORS 294.476 that is certified for extension on the assessment and tax roll under ORS 310.060 for the fiscal year or budget period in which the local option tax measure is approved by voters.
- h. A reduction in available resources that requires the governing body to reduce appropriations in the original budget or a previous supplemental budget for the current year or current budget period.
- i. The original budget of the municipal corporation adopted under ORS 294.456 did not include estimated requirements to pay debt service pursuant to ORS 294.477 or the actual requirements are different from the estimated requirements included in the original budget or a previous supplemental budget.

WHEREAS, the attached **Supplemental Budget #2** for Fiscal Year 2023-2024, meets one or more requirements of ORS 294.471;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakridge hereby adopts a supplemental budget for fiscal year 2023-2024 in the amounts shown below for each Fund and,

BE IT FURTHER RESOLVED that the amounts shown below as appropriations for the fiscal year beginning July 1, 2023 and for purposes shown are hereby appropriated for each Fund:

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its passage.

PASSED BY THE COUNCIL of the City of Oakridge this ___ day of _____, 2024.

APPROVED AND SIGNED BY THE MAYOR of the City of Oakridge this ___ day of _____, 2024.

Signed: _____

Bryan Cutchen, Mayor

Attest: _____

Jackie Taylor, City Recorder

Ayes:

Nays:

**FORM
OR-ED-SBH**

Notice of Supplemental Budget Hearing

Oregon Department of Revenue

• For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for _____ the City of Oakridge, for the current fiscal year, will be held at: City Hall 48318 E 1st St., Oakridge, OR 97463 and Via ZOOM <https://us02web.zoom.us/j/3664311610>

The hearing will take place on **Thursday March 7, 2024 at 6pm.**

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after **2/28/2024** at: Oakridge City Hall 48318 E 1st St, Oakridge, OR Monday-Thursday 8am-4pm or at www.ci.oakridge.or.us

SUMMARY OF PROPOSED BUDGET CHANGES
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND	General	Resource	Expenditure—Indicate		
			Amount	Org. unit / Prog. & Activity, and Object class.	
		1. Future Expenditures (100-13-499991)	\$ 18,893	1. Dispatch (100-13-400137)	\$ 18,893
		2. Ford Foundation Grant	\$ 50,000	2. Library Capital Projects (Room Addition)	\$ 50,000
		Revised Total Fund Resources	\$ 68,893	Revised Total Fund Requirements	\$ 68,893

Explanation of change(s):

1. Due to issues out of our control, we were not able to switch dispatch services to Junction City in the timeframe expected. We are budgeting this additional expense through the remainder of the fiscal year for LCSO dispatch.
2. The library received a Ford Foundation Grant for adding an additional room on the back of the library.

FUND: EMS		Expenditure—indicate	
Resource	Amount	Org. unit / Prog. & Activity, and Object class.	Amount
1. Contingency (232-00-401026)	\$ 6,742	1. Dispatch (232-00-400137)	\$ 6,742
2. OSFM Seasonal Worker Grant (232-00-500083)	\$ 35,000	2. Seasonal Workers (232-00-400103)	\$ 35,000
3. FY23 Funding for FEMA Generator Gra	\$ 77,245	3. Seasonal Workers (232-00-400103)	\$ 77,245
4. FY23 Funding for FEMA Generator Gra	\$ 5,000	4. Vehicle Maint. Repairs (232-00-400161)	\$ 5,000
Revised Total Fund Resources	\$ 123,987	Revised Total Fund Requirements	\$ 123,987

Explanation of change(s):

1. Due to issues out of our control, we were not able to switch dispatch services to Junction City in the timeframe expected. We are budgeting this additional expense through the remainder of the fiscal year for LCSO dispatch.

2. An Oregon State Fire Marshal Seasonal Worker Grant

3. Funds from FEMA Generator Grant reimbursement owed to EMS

4. Funds from FEMA Generator Grant reimbursement owed to EMS

FUND: Wastewater		Expenditure—indicate	
Resource	Amount	Org. unit / Prog. & Activity, and Object class.	Amount
1. Contingency (622-00-401026)	\$ 26,000	1. Inflow & Infiltration (622-00-400905)	\$ 26,000
Revised Total Fund Resources	\$ 26,000	Revised Total Fund Requirements	\$ 26,000

Explanation of change(s):

1. Manhole refurbishment

FUND: OIP		OIP	
Resource	Amount	Expenditure—Indicate Org. unit / Prog. & Activity, and Object class.	Amount
1. Sale of property (390-00-500900)	\$ 427,562	1. Reserved for Future Expenditure (390-00-499991)	\$ 427,562
2. Reserved for Future Expenditure (390-00-499991)	\$ 31,500	2. OIP Building (390-00-400920)	\$ 31,500
3. CIS Grant	\$ 5,000	3. OIP Building (390-00-400920)	\$ 5,000
4. Reserved for Future Expenditure (390-00-499991)	\$ 76,000	4. OIP Public Works Storage Building (capital improvements)	\$ 76,000
Revised Total Fund Resources	\$ 540,062	Revised Total Fund Requirements	\$ 540,062
Explanation of change(s):			
1. Sale of Verizon tower lease to Towerpoint			
2. New roof needed on the OIP Office Building on Hwy 58			
3. 5k from CIS Grant for new roof on the OIP Office Building on Hwy 58			
4. New metal building in the OIP for Public Works			

FUND: Water		Water	
Resource	Amount	Expenditure—Indicate Org. unit / Prog. & Activity, and Object class.	Amount
1. Future Expenditures (620-00-499991)	\$ 6,280	1. Dispatch (620-00-400137)	\$ 6,280
Revised Total Fund Resources	\$ 6,280	Revised Total Fund Requirements	\$ 6,280
Explanation of change(s):			
1. Due to issues out of our control, we were not able to switch dispatch services to Junction City in the timeframe expected. We are budgeting this additional expense through the remainder of the fiscal year for LCSO dispatch.			

ORS 294.473

Procedure when supplemental budget changes estimated expenditures by more than 10 percent

- (1) Intentionally left blank —Ed.
 - (a) If the amended estimated expenditures contained in an individual fund that is being changed by a supplemental budget made under ORS 294.471 (Supplemental budget in certain cases) differ by more than 10 percent from the expenditures in the budget as most recently amended prior to the supplemental budget, the governing body of the municipal corporation shall hold a public hearing on the supplemental budget.
 - (b) Notice of the hearing required under paragraph (a) of this subsection, including a summary of the changes proposed in the funds that differ by more than 10 percent from the expenditures in the budget as most recently amended prior to the supplemental budget, must be published not less than five days before the meeting.
 - (c) After the hearing, additional expenditures contained in the supplemental budget described in this subsection may not be made unless the governing body of the municipal corporation enacts appropriation ordinances or resolutions authorizing the expenditures. The ordinances or resolutions must state the need for and the purpose and amount of the appropriation.
- (2) In counties having a tax supervising and conservation commission:
 - (a) The governing body of a municipal corporation may adopt a supplemental budget without submitting the budget to the commission prior to adoption.
 - (b) The commission is not required to hold a hearing on the budget.
 - (3) The Department of Revenue shall prescribe the form of the notice required under subsection (1) of this section. [2011 c.473 §22; 2013 c.420 §5]

RESOLUTION NO. 11-2023

RESOLUTION ADOPTING THE FISCAL YEAR 2023-2024 BUDGET

BE IT RESOLVED that the City Council of the City of Oakridge, Oregon, hereby adopts the budget for fiscal year 2023-2024 in the total amount of \$11,691,828.00. This budget is on file at www.oakridge.or.us.

RESOLUTION MAKING APPROPRIATIONS FOR FISCAL YEAR 2023-2024

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2023, for the following purposes:

GENERAL FUND	
Administrative	\$1,057,325
Building/Planning	88,336
Police	1,262,416
Library	36,154
Parks	90,206
Willamette Activity Center (WAC)	1,494,718
Municipal Court	87,803
Not Allocated to Program:	
Transfers Out	596,000
Contingency	51,385
TOTAL APPROPRIATIONS - GENERAL FUND	<u>\$3,269,625</u>
STREET FUND	
Street Program	874,562
Contingency	28,948
TOTAL APPROPRIATIONS - STREET FUND	<u>903,510</u>
EMERGENCY SERVICES FUND	
Fire/EMS Services	1,440,237
Contingency	30,000
TOTAL APPROPRIATIONS - EMERGENCY SERVICES FUND	<u>1,470,237</u>

OAKRIDGE INDUSTRIAL PARK FUND	
Oakridge Industrial Park	717,069
Contingency	<u>10,020</u>
TOTAL APPROPRIATIONS -	
OAKRIDGE INDUSTRIAL PARK FUND	<u>727,089</u>
WATER FUND	
Water Utility	1,737,803
Not Allocated to Program:	
Debt Service	249,379
Transfers Out	25,000
Contingency	<u>42,165</u>
TOTAL APPROPRIATIONS - WATER FUND	<u>2,054,347</u>
WASTEWATER FUND	
Wastewater Utility	1,210,144
Not Allocated to Program:	
Debt Service	36,663
Contingency	<u>30,457</u>
TOTAL APPROPRIATIONS - WASTEWATER FUND	<u>1,277,264</u>
STORMWATER FUND	
Stormwater Utility	141,775
Not Allocated to Program:	
Contingency	<u>3,485</u>
TOTAL APPROPRIATIONS - STORMWATER FUND	<u>145,260</u>
TOTAL APPROPRIATIONS, All Funds	9,268,474
TOTAL UNAPPROPRIATED AMOUNTS, All Funds	<u>2,423,354</u>
TOTAL BUDGET	<u>11,691,828</u>

RESOLUTION IMPOSING AND CATEGORIZING THE TAX FOR FISCAL YEAR 2023-2024

BE IT RESOLVED that ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2023-2024 at the rate of \$7.1996 per \$1,000 of assessed value for permanent rate tax. These taxes are hereby categorized for purposes of Article XI section 11b as subject to and within the General Government limitation.

This resolution becomes effective immediately after it is passed by the City Council, for Fiscal Year 2023-2024.

PASSED BY THE COUNCIL of the City of Oakridge this 29 day of June, 2023.

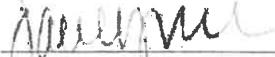
APPROVED AND SIGNED BY THE MAYOR of the City of Oakridge this 29 day of June, 2023.

Signed:



Bryan Cutchen, Mayor

Attest:



Jackie Taylor, City Recorder

Ayes: 5

Nays: 1

**City of Oakridge, Oregon FY 2023-2024 Budget
Adopted by Oakridge City Council on 6/29/2023
Budget Summary**

General Fund Budget Summary

	Adopted Budget FY 2024
Current Resources	3,291,747
TOTAL RESOURCES	\$3,291,747
Requirements	
Administrative	\$1,057,325
Building/Planning	88,336
Police	1,262,416
Library	36,154
Parks	90,206
Muni Court	87,803
WAC	-
Interfund Transfers & Loans - Out	596,000
Unappropriated Ending Fund Balance	51,385
	3,269,625
Total Requirements (Appropriation Level):	3,269,625
Requirements - Unappropriated:	
ARPA Funds Restricted Use	22,122
Reserved for Future Expenditures	-
	\$3,291,747
TOTAL REQUIREMENTS	\$3,291,747

TOTAL BUDGET - SUMMARY BY FUND

Total Budget by Fund:	Adopted Budget FY 2024
General Fund	\$3,291,747
TRT Fund	\$69,490
RTMP Fund	\$33,443
WAC Grants and Appropriations	\$1,494,718
Street Fund	903,510
Emergency Services Fund	1,470,237
Water Fund Reserve	104,040
Water Bond Fund	120,683
Oakridge Industrial Park Fund	727,089
Water Fund	2,054,347
Waste Water Fund	1,277,264
Storm Water Fund	145,260
TOTAL CITY BUDGET	\$11,691,828

GENERAL FUND
Resources

Historical Data			GENERAL FUND RESOURCE DESCRIPTION	Budget FY 2023- 2024			
<i>Actual</i>	<i>Actual</i>	<i>Budgeted</i>		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
							1
35,588	(1,400)	304,000	Net Working Capital (accrual basis)	639,206	381,297	381,297	2
3,639	4,390	2,600	Interest Revenues	10,000	10,000	10,000	3
16,053	7,822	10,000	Property Tax Revenues-Prior Levies	15,000	15,000	15,000	4
			Transfers Revenues				5
120,000	-	-	Transfer from Water	-	-	-	6
150,000	-	-	Loans from Wastewater	-	-	-	7
255,000	-	-	Loans from Water	-	-	-	8
			Other Resources				9
1,123,315	1,172,933	1,260,048	Property Tax Revenues-Current	1,280,000	1,300,950	1,300,950	10
188,864	212,306	210,000	Franchise Fees Revenues	210,000	210,000	210,000	11
220,985	151,868	164,000	Licenses, Permits, Misc. Taxes Revenues	180,855	187,055	187,055	12
17,746	24,953	34,000	TRT **				13
215,583	183,295	180,885	Intergovernmental Revenues	191,185	199,885	199,885	14
18,775	18,743	19,000	RTMP ***				15
30	2,155	2,000	Planning Fees and Reimbursements Revenues	2,000	2,000	2,000	16
42,842	41,529	46,000	Fines & Forfeitures	35,000	35,000	35,000	17
440,461	455,350	1,883,700	Grants & Donation Revenues	23,000	25,500	25,500	18
15,599	14,453	7,000	Rentals and Leases Revenues	14,100	14,100	14,100	19
58,862	110,563	10,800	Miscellaneous Revenues	14,800	16,800	16,800	20
595,900	703,454	814,103	Charges for Services Revenues	897,467	894,160	894,160	21
3,703	-	-	Other Financing Resources Revenues	-	-	-	22
3,522,946	3,102,414	4,948,136	TOTAL RESOURCES	3,492,613	3,291,747	3,291,747	23

* See page 4 for explanation of Resources.

** See page 6 for current TRT Budget

*** See page 7 for current RTMP Budget

Net Working Capital General Fund

Beginning Fund Balance	229,595
Funds Left from ARPA	41,702
Funds Designated from ARPA not yet spent	110,000
	381,297

Interest Revenues	10,000
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Property Tax Revenues Prior Levies	15,000
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Property Tax Revenues-Current	1,300,950
Franchise Fee Revenues	210,000
Licenses, Permits, Misc. Taxes Revenues	
State Liquor Tax	61,000
State Marijuana Tax	13,200
ORD 924 Tax	10,000
Cigarette Tax	2,855
Heavy equip tax	1,000
Telecommunications license fee	15,000
Licenses & Permits	84,000
	187,055
Intergovernmental Revenues	
Westfir Police Services Contract	60,000
State Revenue Sharing	47,000
LRAPA code Enforcement	57,896
Lowell Police Service Contract	34,889
	199,885
Planning Fees and Reimbursements Revenues	2,000
Fines & Forfeitures	35,000
Grants & Donation Revenues	
Misc Library Grants	3,000
Library Donations and Sales	1,800
Library SRP (summer reading program)	1,000
Park Grants and Donations	800
Parks Revenues and Donations	8,600
TRT-RTMP Transfers for Park Waivers	8,000
Shop with a Cop	2,500
	25,500

Rentals and Leases Revenues	
Dead Mountain Tower Rent	8,700
Hwy 58 Old OIP Building	5,400
	14,100
Miscellaneous Revenues	
Dividends	6,800
Library Revenue	1,000
Miscellaneous Income	5,000
Misc Police Revenue	2,000
Sale of Equipment	2,000
	16,800
Charges for Services Revenues	
Imposed Public Safety Fee	260,000
Administrative Overhead	634,160
	894,160

Page 5

Total Resources **3,291,747**

TRT TAX

City of Oakridge

Historical data			Description Resources and Requirements	Budget FY 2023-2024					
Actual	Actual	Adopted budget		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body			
Second preceding year 2020-2021	First preceding year 2021-2022	Adopted Budget this year 2022-2023							
1			Resources:			1			
2			Beginning Balance	10,000	32,770	32,770	2		
3		34,000	Transient Room Tax to be received	36,720	36,720	36,720	3		
4							4		
5							5		
6							6		
7							7		
8							8		
9							9		
10							10		
11							11		
12							12		
13			Total resources	46,720	69,490	69,490	13		
14			Requirements**				14		
15			Org unit or prog & activity	Object classification	Detail		15		
16			General	TRT Tax	Tourism Projects	46,720	69,490	69,490	16
17									17
18									18
19									19
20									20
21									21
22									22
23									23
24									24
25									25
26									26
27									27
28									28
29			Ending balance (prior years)						29
30			Unappropriated ending fund balance						30
31			Total requirements	46,720	69,490	69,490			31

* See page 3 for historical data.

DETAILED REQUIREMENTS

FORM
LB-30

GENERAL FUND
WILLAMETTE ACTIVITY CENTER (WAC)

City of Oakridge

Historical Data			REQUIREMENTS DESCRIPTION	Budget FY 2023-2024			
Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted by Governing Body	
Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
			PERSONNEL SERVICES				1
	12,900	6,450	1,000	Public Works Personnel Allocation	1,000		2
							3
	12,900	6,450	1,000	TOTAL PERSONNEL SERVICES	-	-	4
	-	-	0.10	Total Full-Time Equivalent (FTE)	-	-	5
				MATERIALS & SERVICES			6
	708	5,722	1,500	Materials and Supplies	1,500		7
	6,217	5,500	-	Seasonal Workers			8
	14,293	12,811	-	Utilities	13,000		9
	16,000	6,750	13,143	Administrative Overhead	13,537		10
	5,806			Building Maintenance			11
	4,268	-		Property Taxes			12
			100,000	Professional Services			13
	47,282	30,582	114,643	TOTAL MATERIALS & SERVICES	28,037	-	14
				Capital Outlay			15
			1,500,000	State Legislature Appropriation			16
	60,182	37,032	1,615,643	TOTAL REQUIREMENTS	29,037	-	17

* See page 8 for FY 23-24 data

DETAILED REQUIREMENTS

FORM
LB-30

**GENERAL FUND
ADMINISTRATION**

	Historical Data			REQUIREMENTS DESCRIPTION	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Actual	Actual	Budgeted					
	Second Preceding Year 2020- 2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
1				PERSONNEL SERVICES				1
2	305,363	247,045	292,759	Wages	393,388	393,388	393,388	2
3	69,290	62,579	74,249	Personnel Insurance	101,406	101,406	101,406	3
4	88,501	53,660	93,231	PERS	114,944	114,944	114,944	4
5	-	-	-	ARPA Bonuses		18,000	18,000	5
6	443,154	363,184	460,239	TOTAL PERSONNEL SERVICES	609,738	627,738	627,738	6
7	6.60	4.70	4.00	Total Full-Time Equivalent (FTE)	5.00	5.00	5.00	7
8				MATERIALS & SERVICES				8
9	17,057	19,338	18,900	Utilities	17,000	17,000	17,000	9
10	71,940	228,382	207,508	Material and Supplies	362,425	347,787	347,787	10
11	232,878	106,925	82,000	Professional Services	64,800	64,800	64,800	11
12	321,876	354,645	308,408	TOTAL MATERIALS & SERVICES	444,225	429,587	429,587	12
13				CAPITAL OUTLAY				13
14	1,666	-	-	Radios Debt Service	-	-	-	14
15	-	-	14,500	Counc 1 Chambers (ARPA)	-	-	-	15
16	-	-	100,000	City Hall & Police Building (ARPA)	-	-	-	16
17	1,666	-	114,500	TOTAL CAPITAL OUTLAY	-	-	-	17
18	766,695	717,829	883,147	TOTAL REQUIREMENTS	1,053,963	1,057,325	1,057,325	18

* See pages 11 and 12 for explanation of M&S

Telephone	6,000
Utilities	10,000
Internet	1,000
UTILITIES	17,000
Materials and supplies	16,000
Advertising	900
ARPA projects	110,000
Bank/Financial Fees	100
Insurance	176,537
Awards and Recognition	1,250
Election Expense	2,500
Misc Expense/New Equipment	7,500
Building Maintenance (City Hall)	5,000
Community Projects (RAIN)	10,000
Diamond Express (LTD)	12,000
Dead Mountain Tower	3,000
Office Equipment	3,000
Materials & Supplies	347,787

Membership/Dues	14,000
Travel and Training (Staff)	2,800
Travel and Training (City Council)	500
Professional Non Legal	10,000
Audit/Accounting	15,000
Professional Services/Legal	15,000
IT	7,500
Professional Services	64,800
Total Materials & Services	429,587

Personnel - Admin

Page 12

Health	101,406
PERS	114,944
SAIF	1,341
Taxes	24,047
Wages	354,769
Bonuses	10,832
ARPA	18,000
Def Comp	2,400
	627,738

DETAILED REQUIREMENTS

FORM
LB-30

**GENERAL FUND
BUILDING/PLANNING**

	Historical Data			REQUIREMENTS DESCRIPTION				
	Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
1				MATERIALS & SERVICES				1
2	46,567	41,431	50,000	Professional Services -Bdg Inspec-75%-Mort	50,000	50,000	50,000	2
3	9,275	722	1,500	Planning Services	1,650	1,650	1,650	3
4	50,000	26,475	32,878	Admin Overhead	36,686	36,686	36,686	4
5	105,842	68,628	84,378	TOTAL MATERIALS & SERVICES	88,336	88,336	88,336	5
6	105,842	68,628	84,378	TOTAL REQUIREMENTS	88,336	88,336	88,336	6

DETAILED REQUIREMENTS

FORM
LB-30

**GENERAL FUND
POLICE**

	Historical Data			REQUIREMENTS DESCRIPTION	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Actual	Actual	Budgeted					
	Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
1				PERSONNEL SERVICES				1
2	147,942	157,400	185,550	Personnel Insurance	187,724	187,724	187,724	2
3	154,184	182,200	140,400	PERS	156,237	156,237	156,237	3
4	484,977	477,292	520,250	Wages	50,326	545,870	545,870	4
5	797,103	796,892	846,200	TOTAL PERSONNEL SERVICES	394,287	889,831	889,831	5
6	6.00	6.00	6.00	Total Full-Time Equivalent (FTE)	6.00	6.00	6	6
7				MATERIALS & SERVICES				7
8	2,099	1,926	3,000	Reserve Patrol Officers	3,500	3,500	3500	8
9	14,342	14,160	13,711	Materials and supplies	12,400	12,400	12400	9
10	17,177	16,732	15,850	Utilities	19,750	19,750	19750	10
11	19,800	8,097	6,800	Professional Services	6,300	6,300	6300	11
12	2,273	8,247	7,000	Travel and Training	11,600	11,500	11500	12
13	84,087	71,103	75,396	Dispatch Services	56,180	56,180	56180	13
14	78,800	82,850	78,800	Administrative Overhead	80,135	83,528	83528	14
16	13,484	14,796	18,139	Equipment/PPE/Uniform	22,800	22,800	22800	15
16	6,539	5,546	9,450	Uniform Allowance	10,400	10,400	10400	16
17	2,165	2,524	5,000	Equipment Maintenance and Repair	5,000	11,000	11000	17
18	11,043	13,270	12,000	Vehicle Maintenance & Repair	12,000	12,000	12000	18
19	22,253	28,709	36,000	Fuel	30,000	30,000	30000	19
20	190	1,808	2,900	Community Policing	2,900	2,900	2900	20
21	4,175	5,229	5,000	Public Safety Assessment	5,000	5,000	5000	21
22	5,930	4,875	5,000	Computer Support Systems	5,000	5,000	5000	22
23	-	-	2,000	Jail Expense	2,000	2,000	2000	23
24	-	-	1,600	Accreditation	1,600	1,600	1600	24
25	284,338	279,873	297,646	TOTAL MATERIALS & SERVICES	286,465	295,858	295,858	25
26				CAPITAL OUTLAY				26
27	10,184	-	6,200	New Radios- Payment	6,200	6,200	6200	27
28	-	1,773	18,000	New Equipment Capital (ARPA)	25,000	25,000	25000	28
29	-	-	15,000	CMAC Matching Funds	15,000	15,000	15000	29
30	-	-	30,527	Future Expenditures (USDA Grant Reimbursement)	30,527	30,527	30527	30
31	10,184	1,773	69,727	TOTAL CAPITAL OUTLAY	76,727	76,727	76,727	31
32				Transfers				32
33	-	-	-	Total Transfers	-	-	-	33
34	1,091,525	1,076,538	1,213,573	TOTAL REQUIREMENTS	757,479	1,262,416	1,262,416	34

* See page 15 for explanation of M&S

POLICE DEPT. MATERIALS & SERVICES

Reserve Patrol Officers	Reserve Patrol Officers	3,500
Materials and supplies	Materials and supplies	10,000
Telephone	Utilities	13,400
Utilities	Utilities	6,000
Insurance Property & Casualty	Insurance Property & Casualty	
Internet	Utilities	350
Memberships/Dues/Subscriptions	Professional	2,300
Cadet/Explorer expense	Reserve Patrol Officers	500
Travel and Training	Travel and Training	11,500
Professional Services Non Legal	Professional	4,000
Dispatch Services LCSO	Dispatch Services LCSO	56,180
Administrative Overhead	Administrative Overhead	83,528
Uniform	Equipment/PPE/Uniform	5,000
Uniform Allowance	Uniform Allowance	10,400
Equipment Maintenance and Repair	Equipment/Maintenance/Repair	7,000
Radio Maintenance and Repairs	Equipment/Maintenance/Repair	3,500
Vehicle Maintenance	Vehicle Maintenance & Repair	6,000
Vehicle Repair	Vehicle Maintenance & Repair	6,000
Fuel	Fuel	30,000
New Equipment (less than \$5,000)	Equipment/PPE/Uniform	9,000
Animal Control Supplies	Materials and supplies	400
Crime Prevention Program	Community Policing	400
Fall Fun Night /Shop with a Cop	Community Policing	2,500
Public Safety Assessment	Public Safety Assessment	5,000
Photo/Media Supplies	Equipment/PPE/Uniform	900
Ammunition	Equipment/PPE/Uniform	4,900
Investigations	Materials and supplies	2,000
Computer Support Systems	Computer Support Systems	5,000
Jail Expense	Jail Expense	2,000
PPE supplies	Equipment/PPE/Uniform	3,000
Accreditation	Accreditation	1,600
	TOTAL MATERIALS & SERVICES	295,858

DETAILED REQUIREMENTS

FORM
LB-31

GENERAL FUND
LIBRARY

	Historical Data			REQUIREMENTS DESCRIPTION	Budget FY 2023-2024			
	Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
1				PERSONNEL SERVICES				1
2	157	-	-	Personnel Insurance	-	-	-	2
3	11,069	11,853	11,160	Wages	12,577	12,577	12,577	3
4	11,226	11,853	11,150	TOTAL PERSONNEL SERVICES	12,577	12,577	12,577	4
5	0.25	0.25	0.25	Total Full-Time Equivalent (FTE)	0.25	0.45	0.45	5
6				MATERIALS & SERVICES				6
7	16,584	15,880	11,600	Materials and Supplies	19,450	16,700	15,700	7
8	2,134	2,915	2,000	Utilities	1,000	1,000	1,000	8
9	757	5,254	2,500	Professional Services	1,877	1,877	1,877	9
10	7,600	8,050	5,000	Administrative Overhead	5,000	5,000	5,000	10
11	27,075	32,099	21,100	TOTAL MATERIALS & SERVICES	27,327	23,577	23,577	11
12				CAPITAL OUTLAY				12
13								13
14	-	-	-	TOTAL CAPITAL OUTLAY	-	-	-	14
15	36,301	43,952	32,250	TOTAL REQUIREMENTS	39,904	36,154	36,154	15

Please see next page for explanation of combined expenditures.

Library M&S	
Materials and Supplies	2,900
Misc Expense/New Equipment	3,000
Summer Reading Program	1,000
SRP Grant Support	500
Acquisitions and Books	2,000
Donation & Sales	1,600
Sirsi System	4,300
OCLC Cataloging	400
	15,700

Utilities	
Telephone	300
Utilities	700
	1,000

Professional Services	
IT Computer Support	1,377
Travel and Training	500
	1,877

Administrative Overhead **5,000**

Total Library M&S **23,577**

LIBRARY- Personnel

Health	-
PERS	-
Taxes	1,106
Wages	<u>11,471</u>
	12,577

DETAILED REQUIREMENTS

FORM
LB-31

GENERAL FUND
PARKS

	Historical Data			REQUIREMENTS DESCRIPTION	Budget FY 2023-2024			
	Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020- 2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
				PERSONNEL SERVICES				
1	20,300	-	20,300	Public Works Personnel Allocation	20,909	20,909	20,909	1
2	20,300	-	20,300	TOTAL PERSONNEL SERVICES	20,909	20,909	20,909	2
3	-	-	0.20	Total Full-Time Equivalent (FTE)	0.20	0.20	0.20	3
4				MATERIALS & SERVICES				4
5	14,766	21,935	-	Seasonal Workers	-	-	-	5
6	25,131	21,016	16,000	Materials and Services	26,000	16,000	16,000	6
7	13,555	12,048	11,000	Utilities	-	12,000	12,000	7
8	30,700	26,000	22,910	Administrative Overhead	23,597	23,597	23,597	8
9	84,152	80,999	49,910	TOTAL MATERIALS & SERVICES	51,597	51,597	51,597	9
10				Interfund Transfers - Out				10
11	-	-	-	Salmon Creek Bathroom Upgrade Trf to PW SB-11	-	-	-	11
12	-	-	-	Total Interfund Transfers - Out	-	-	-	12
13				CAPITAL OUTLAY				13
14	115,359	35,000	-	ODOT/IMBA Grant	-	-	-	14
15				Reserved for Future Expenditures	4,350	17,700	17,700	15
16	900	-	50,000	Park Improvements ARPA	32,160	-	-	16
17	116,259	35,000	50,000	TOTAL CAPITAL OUTLAY	-	-	-	17
18	220,711	115,999	120,210	TOTAL REQUIREMENTS	109,016	90,206	90,206	18

* See page 19 for M&S explanation.

Parks M&S

Materials and Supplies	8,500
Building Maintenance	7,500
	16,000
Utilities	12,000

Administrative Overhead	23,597
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Total Parks M&S	51,597
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DETAILED REQUIREMENTS

FORM
LB-30

**GENERAL FUND
MUNICIPAL COURT**

	Historical Data			REQUIREMENTS DESCRIPTION	Budget FY 2023-2024			
	<i>Actual</i>	<i>Actual</i>	<i>Budgeted</i>		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
1				PERSONNEL SERVICES				1
2	10,137	10,085	10,575	Personnel Insurance	11,409	11,409	11,409	2
3	7,301	7,288	7,677	PERS	8,030	8,030	8,030	3
4	25,243	24,724	25,933	Wages	28,937	28,937	28,937	4
5	42,681	42,098	44,185	TOTAL PERSONNEL SERVICES	46,376	46,376	46,376	5
6	0.50	0.50	0.50	Total Full-Time Equivalent (FTE)	0.50	0.50	0.50	6
7				MATERIALS & SERVICES				7
8	-	-		Materials and Supplies	-	-		8
9	-	350	225	Travel and Training	-	-		9
10	18,650	22,040	20,900	Muni Court Judge - Contract	21,527	21,527	21,527	10
11	6,900	7,300	10,000	Admin Overhead	12,000	12,000	12,000	11
12	5,173	(2,590)	5,400	State Court Fees	5,400	5,400	5,400	12
13	-	10,000	2,000	Court Expense - Prosecutor	2,500	2,500	2,500	13
14	30,723	37,101	38,525	TOTAL MATERIALS & SERVICES	41,427	41,427	41,427	14
15	73,404	79,198	82,710	TOTAL REQUIREMENTS	87,803	87,803	87,803	15

DETAILED REQUIREMENTS

FORM
LB-30B

GENERAL FUND
REQUIREMENTS NOT ALLOCATED

	Historical Data			REQUIREMENTS DESCRIPTION	Budget FY 2023-2024			
	Actual Second Preceding Year 2020-2021	Actual First Preceding Year 2021-2022	Budgeted Adopted Budget this year 2022-2023		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
1				MATERIALS & SERVICES				1
2	17,243	11,750	-	Seasonal Workers	-	-		2
3	4,541	89,998	-	Misc Exp/New Equipment	-	-		3
4	30,387	13,008	-	DEQ Smoke Mgmt Grant Exp	-	-		4
5	5,529	9,944	18,775	RTMP Fund Projects	-	-		5
6	11,845	21,840	30,000	Transient Income Projects	-	-		6
7	69,544	146,537	48,775	TOTAL MATERIALS & SERVICES	-	-	-	7
8				DEBT SERVICE				8
9								9
10	-	-	-	TOTAL DEBT SERVICE	-	-	-	10
11				SPECIAL PAYMENTS				11
12								12
13	-	-	-	TOTAL SPECIAL PAYMENTS	-	-	-	13
14				INTERFUND TRANSFERS - OUT				14
15	44	1,826		Transfer to Streets				15
16	8,032	100,000		Transfer to Wastewater	-	-		16
17	7,347	-		Transfer to Water	-	-		17
18	613,161	682,046	460,736	Transfer Emergency Services	-	466,000	466,000	18
19	2,511	-		Transfer to OIP	-	-		19
20			120,000	Transfer of PSF to Emergency Services	-	130,000	130,000	20
21	95,000	130,000		Repay Wastewater Loan	-	-		21
22		255,000		Repay Water Loan	-	-		22
23				Transfer to Woodstove Fund	-	-		23
24	726,085	1,168,872	580,736	TOTAL INTERFUND TRANSFERS - OUT	-	596,000	596,000	24
25				CONTINGENCY				25
26	11,263	-	-	Operating Contingency	-	-		26
27	11,263	-	-	TOTAL OPERATING Contingency	-	-	-	27
28	806,892	1,315,410	629,511	TOTAL REQUIREMENTS NOT ALLOCATED	-	596,000	596,000	28
29	2,355,096	2,135,070	2,687,496	TOTAL GENERAL FUND PROGRAM REQUIREMENTS	-	2,673,625	2,673,625	29
30				RESERVED FOR FUTURE EXPENDITURES				30
31	-	-	374,000	ARPA Funds	-	22,122	22,122	31
32	-	-	374,000	TOTAL RESERVE FOR FUTURE EXPENDITURES	-	22,122	22,122	32
33								33
34								34
35		(1,400)	25,309	UNAPPROPRIATED ENDING FUND BALANCE	-	51,385	51,385	35
36	3,161,988	3,450,480	4,545,827	TOTAL GENERAL FUND Requirements	2,165,388	3,291,747	3,291,747	36

**SPECIAL FUND
RESOURCES AND REQUIREMENTS**

STREET FUND

	Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget FY 2023-2024			
	Actual Second Preceding Year 2020-2021	Actual First Preceding Year 2021-2022	Budgeted Adopted Budget this year 2022-2023		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				RESOURCES				
1	100,108	173,279	106,470	Net Working Capital (accrual basis)	-	289,145	289,145	1
2	44	-	-	Transfers from Gen Fund	-	-	-	2
3				OTHER RESOURCES				3
4	243,151	261,331	240,000	ODOT Apportionments	-	261,331	261,331	4
5	109,495	70,905	80,000	Fuel Dealer's License Fee	-	70,905	70,905	5
6	4,000	10,000	4,500	State Highway Rest Area	-	10,000	10,000	6
7	-	176,530	250,000	ODOT Small City Allotment	-	250,000	250,000	7
8	3,163	3,163	3,200	LID #20 Second St. Assessment	-	3,162	3,162	8
9	1,436	-	1,200	LID #21 N. Ash Street Assessment	-	-	-	9
10	-	(10,000)	-	LID# 19 Rainbow Rd Assessment'	-	-	-	10
11	10,171	14,536	1,000	Misc Income	-	8,967	8,967	11
12	10,500	-	10,500	PW Overhead to Other Funds	-	-	-	12
13	482,068	699,743	696,870	TOTAL RESOURCES	-	903,510	903,510	13
14				REQUIREMENTS				14
15				PERSONNEL SERVICES				15
16	22,253	17,439	19,600	Health Insurance	-	21,600	21,600	16
17	21,456	18,286	19,000	PERS	-	18,162	18,162	17
18	89,662	57,507	63,002	Wages	-	64,179	64,179	18
19	113,361	93,234	101,602	TOTAL PERSONNEL SERVICES	-	103,931	103,931	19
20	1.00	1.00	1.00	Total Full-Time Equivalent (FTE)	0.80	0.80	0.80	20
21				MATERIALS & SERVICES				21
22	109,368	259,604	172,500	Materials & Supplies	-	179,000	179,000	22
23	7,892	8,364	8,100	Utilities	-	8,200	8,200	23
24	27,948	22,261	37,000	Professional Services	-	43,000	43,000	24
25	37,800	25,800	35,000	Administrative Overhead	48,280	48,280	48,280	25
26	704	872	1,000	Uniform Allowance	-	1,000	1,000	26
27	8,117	8,670	9,000	Rest Area	-	10,000	10,000	27
28	191,830	325,571	262,600	TOTAL MATERIALS & SERVICES	48,280	289,480	289,480	28
29				CAPITAL OUTLAY				29
30	315	-	250,000	Street Improvements (Cherry ST)	-	250,000	250,000	30
31	315	-	250,000	TOTAL CAPITAL OUTLAY	-	250,000	250,000	31
32				INTERFUND TRANSFERS - OUT to PW LB-11				32
33	2,000	-	-	Transfer to Agency Fund - Reserve Bike Path	-	-	-	33
34	-	-	50,000	New Equipment (Street Sweeper)	-	-	-	34
35	-	-	-	New Vehicle	-	-	-	35
36	2,000	-	50,000	TOTAL INTERFUND TRANSFERS - OUT	-	-	-	36
37				CONTINGENCY				37
38	-	-	-	Reserved For Future Expenditures	-	28,948	28,948	37
39	-	-	-	Total Ending Fund Balance (prior years)	-	195,233	195,233	38
40	-	-	-	UNAPPROPRIATED ENDING FUND BALANCE	-	35,918	35,918	40
41	307,506	418,805	696,870	TOTAL REQUIREMENTS	48,280	903,510	903,510	41

* See page 23 for M&S explanation.

MATERIALS & SERVICES- Streets

Administrative Overhead	48,280
Uniform Allowance	1,000
Rest Area	10,000
Telephone	1,200
Utilities	7,000
Seasonal Workers	22,000
Travel & Training	1,000
Professional Services	20,000
Materials & Supplies	30,000
Equip Maint/Repair	25,000
Fuel	16,000
New Equipment	10,000
Street Repair	35,000
Street Lights	63,000
TOTAL MATERIALS & SERVICES	289,480

SPECIAL FUND
RESOURCES AND REQUIREMENTS

EMERGENCY SERVICES FUND

	Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget FY 2023-2024			
	Actual Second Preceding Year 2020-2021	Actual First Preceding Year 2021-2022	Budgeted Adopted Budget this year 2022-2023		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				RESOURCES AND REQUIREMENTS				
1	(26,146)	61,000	100,000	Net Working Capital (accrual basis)	-	221,550	221,550	1
2	35	71	-	Interest	-	2,000	2,000	2
3				Transferred IN, from other funds:				3
4	613,151	665,000	465,736	Transfers from General Fund	466,000	466,000	466,000	4
5		-		ARPA Bonus	-	1,000	1,000	5
6		-	120,000	Transfer from Public Safety Fees	120,000	130,000	130,000	6
7				OTHER RESOURCES				7
8	14,938	36,170	20,000	Fire Med	27,000	27,000	27,000	8
9	61,069	64,220	65,230	Hazeldell Fire District IGA	67,187	67,187	67,187	9
10	16,500	22,069	35,191	Fire Contracts - Westfir	35,599	37,000	37,000	10
11	499,014	344,223	400,000	Service Charge For Ambulance	503,000	500,000	500,000	11
12	59,405	31,100	2,000	Miscellaneous Income	-	3,000	3,000	12
13	15,450	-	15,800	Hazeldell -Vol. Program	15,500	15,500	15,500	13
14			38,000	OSFM Seasonal Worker Grant	-	-	-	14
15			2,500	EMR Training Grant	-	-	-	15
16	40,462	-	60,000	GEMT	-	-	-	16
17	1,293,895	1,223,662	1,311,167	TOTAL RESOURCES	1,234,286	1,470,237	1,470,237	17
18				REQUIREMENTS				18
19				PERSONNEL SERVICES				19
20	92,160	83,943	109,600	Personnel Insurance	100,400	128,400	128,400	20
21	144,164	144,696	158,800	PERS	160,500	160,500	160,500	21
22	314,021	287,721	360,437	Wages	360,721	362,943	362,943	22
23	89,845	139,266	70,000	Overtime	75,000	90,000	90,000	23
24		-	200	Volunteer Life insurance M&S	-	-	-	24
25	55,075	19,169	47,000	Volunteers M&S	-	-	-	25
26	695,264	674,797	746,337	TOTAL PERSONNEL SERVICES	696,621	741,843	741,843	26
27	5.00	4.00	4.00	Total Full-Time Equivalent (FTE)	4.00	4.00	4.00	27
28				MATERIALS & SERVICES				28
29	147,066	107,409	110,300	Materials and supplies	211,800	226,650	226,650	29
30	14,427	16,409	15,000	Utilities	19,500	19,500	19,500	30
31	237,259	275,625	247,450	Professional Services	305,565	239,200	239,200	31
32	75,900	80,700	82,000	Administration Overhead	-	85,000	85,000	32
33	2	-	-	Fire Prevention	1,000	3,000	3,000	33
34	474,654	482,143	454,750	TOTAL MATERIALS & SERVICES	537,665	573,550	573,550	34
35				CAPITAL OUTLAY				35
36				NEW EQUIPMENT				36
37	34,583	-	-	New Equipment	-	32,500	32,500	37
38	-	-	3,500	Radio/Pager Lease	-	-	-	38
39	-	-	5,000	CMAC Matching Funds	-	-	-	39
40	34,583	-	8,500	TOTAL CAPITAL OUTLAY	-	32,500	32,500	40

41				INTERFUND TRANSFERS - OUT				41
42				Transfer to LB-11 for New Ambulance Fund	0	92,344	92,344	42
43	-	-	-	TOTAL INTERFUND TRANSFERS - OUT	-	92,344	92,344	43
44	-	-	100,000	CONTINGENCY	0	30,000	30,000	44
45	-	-		Ending balance (prior years)	-	-	-	45
46	-	-	1,570	UNAPPROPRIATED ENDING FUND BALANCE	-	-	-	46
47	1,204,511	1,156,940	1,311,157	TOTAL REQUIREMENTS	1,234,286	1,470,237	1,470,237	47

* See page 26 for further details.

**FORM
LB-11**

This fund is authorized and established by resolution / ordinance number 11-2023 on (date) 6/29/2023 for the following specified purpose:

**RESERVE FUND
RESOURCES AND REQUIREMENTS**

Year this reserve fund will be reviewed to be continued or abolished. Date can not be more than 10 years after establishment.

Review Year: 2033

Savings Account set up for a new Ambulance for the EMS

Emergency Services

City of Oakridge

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2023-2024		
Actual Second Preceding Year 2019-2020	Actual First Preceding Year 2020-2021	Adopted Budget Year 2021-2022 Adopted Budget this year 2022-2023		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
			RESOURCES			
			2 Transfer in from Emergency Services	92,344	92344	92,344
10	0	0		92,344	92344	92344
12						
13	0	0	TOTAL RESOURCES	92,344	92344	92344
			REQUIREMENTS **			
			15			
			15	Org. Unit or Prog. & Activity	Object Classification	Detail
			16	EMS		Reserved for New Ambulance
			16			92,344
			17			92344
			18			92,344
			19			
			20			
			21			
			29	Ending balance (prior years)		
30			30	UNAPPROPRIATED ENDING FUND BALANCE		
31	0	0	31	TOTAL REQUIREMENTS	92,344	92,344

**RESERVE FUND
RESOURCES AND REQUIREMENTS**

This fund is authorized and established by resolution / ordinance number
on June 18, 2016 for the following specified purpose:
To Support, Maintain & Repair the Water System.

WATER FUND RESERVE

	Historical Data			DESCRIPTION Resources and Requirements	Budget FY 2023-2024			
	Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
				RESOURCES				
1					-	-		1
2	23,232	29,040	54,040	Net Working Capital (accrual basis)	79,040	79,040	79,040	2
4	5,808	25,000	25,000	Transferred IN, from Water fund	-	25,000	25,000	4
5								5
6	29,040	54,040	79,040	TOTAL RESOURCES	79,040	104,040	104,040	6
7				REQUIREMENTS				7
8								8
9								9
10								10
11	29,040	54,040	79,040	RESERVED FOR FUTURE EXPENDITURE	-	104,040	104,040	11
12	29,040	54,040	79,040	TOTAL REQUIREMENTS	-	104,040	104,040	12

**BONDED DEBT
RESOURCES AND REQUIREMENTS**

WATER BOND DEBT SERVICE RESERVE FUND

City of Oakridge

	Historical Data			GL Account (city use only)	DESCRIPTION RESOURCES AND REQUIREMENTS	Budget FY 2023-2024				
	Actual	Actual	Budgeted			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023							
				321-00-	RESOURCES					
1	120,683	120,683	120,683	500001	Net Working Capital (accrual basis)		120,683	120,683	1	
2									2	
3	120,683	120,683	120,683		TOTAL RESOURCES	-	120,683	120,683	3	
4				520700	REQUIREMENTS				4	
5					BOND PRINCIPAL PAYMENTS				5	
6					Bond Issue	Budgeted Payment Date			6	
7	-	-	-	401034	Water Bonds	PAID FROM WATER FUND			7	
8					TOTAL BOND PRINCIPAL PAYMENTS	-	-	-	8	
9									9	
10					BOND INTEREST PAYMENTS				10	
11					Bond Issue	Budgeted Payment Date			11	
12	-	-	-	401032	Water Bonds	PAID FROM WATER FUND			12	
13					TOTAL BOND INTEREST PAYMENTS				13	
14									14	
15									15	
16					UNAPPROPRIATED BALANCE FOR FOLLOWING YEAR BY:				16	
17					Bond Issue	Projected Payment Date			17	
18		120,683	120,683		Series 2010 Water Revenue Bond (DECD)	RESERVE TO BE APPLIED TO FINAL PAYMENT			18	
19	120,683				Ending balance (prior years)				19	
20	120,683	120,683	120,683	499990	TOTAL UNAPPROPRIATED ENDING FUND BALANCE		120,683	120,683	120,683	20
21	120,683	120,683	120,683		TOTAL REQUIREMENTS		120,683	120,683	120,683	21

SPECIAL FUND
RESOURCES AND REQUIREMENTS

OAKRIDGE INDUSTRIAL PARK FUND

City of Oakridge

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget FY 2023-2024				
Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023						
RESOURCES								
1	589,086	579,287	316,460	Net Working Capital (accrual basis)	305,236	648,826	648,826	1
2	1,347	1,263	1,100	Interest	1,283	1,263	1,263	2
OTHER RESOURCES								
4	-	348,850	-	Sale of Property	-	-	-	4
5	83,459	78,412	77,000	Rent Income	77,000	77,000	77,000	5
6	14,224	67,575	-	Grants	-	-	-	6
7	11,938	-	-	Miscellaneous Income	-	-	-	7
8	-	-	-	Sale of Telecommunication Lease	-	-	-	8
9	9,157	181	-	Loan Receivable-Tannerite	-	-	-	9
10	709,211	1,075,548	394,560	TOTAL RESOURCES	383,499	727,089	727,089	10
REQUIREMENTS								
PERSONNEL SERVICES								
13	3,148	2,495	3,260	Health Insurance	3,310	3,310	3,310	13
14	3,424	3,093	3,200	PERS	2,424	2,424	2,424	14
15	9,911	9,114	13,320	Wages	13,503	13,503	13,503	15
16	16,481	14,702	19,780	TOTAL PERSONNEL SERVICES	19,237	19,237	19,237	16
17	-	-	0.20	Total Full-Time Equivalent (FTE)	0.10	0.10	0.10	17
MATERIALS & SERVICES								
19	10,525	18,049	21,300	Materials and Supplies	53,100	18,500	18,500	19
20	36,734	22,313	22,210	Professional Services	25,000	28,600	28,600	20
21	10,847	13,551	16,000	Utilities	16,000	16,000	16,000	21
22	31,700	26,500	35,000	Administrative Overhead	40,000	37,100	37,100	22
23	-	80,000	-	Grant Expenditures	-	-	-	23
24	89,606	140,413	94,510	TOTAL MATERIALS & SERVICES	134,100	100,200	100,200	24
CAPITAL OUTLAY								
26	23,836	1,983	3,000	OIP Buildings and Grounds	-	-	-	26
27	-	135,000	-	New equipment (Track hoe)	-	-	-	27
28	-	133,166	126,834	Kokanee Way Utility Improvements	126,834	126,834	126,834	28
29	23,836	270,149	129,834	TOTAL CAPITAL OUTLAY	126,834	126,834	126,834	29
INTERFUND TRANSFERS - OUT								
31	-	-	-	New Vehicle Transfer to PW SB-11	1,000	-	-	31
32	-	-	-	TOTAL INTERFUND TRANSFERS - OUT	-	-	-	32
DEBT SERVICE								
34	-	-	-	TOTAL DEBT SERVICE	-	-	-	34
36	-	-	150,436	CONTINGENCY	102,328	10,020	10,020	36
38	-	-	-	UNAPPROPRIATED ENDING FUND BALANCE	-	10,905	10,905	38
37	-	248	-	Reserved for Future expenditures	-	459,893	459,893	37
38	129,922	425,510	394,560	TOTAL REQUIREMENTS	383,499	727,089	727,089	38

* See page 31 for M&S explanation.

OIP MATERIALS & SERVICES	
Materials and Supplies	6,000
Seasonal Workers	10,000
Utilities	10,000
Telephone Comined with utilities	6,000
Marketing - City	3,000
Membership/Dues	800
Professional Services	15,000
Administrative Overhead	37,100
Property Taxes	11,500
Misc Expense	1,000
TOTAL MATERIALS & SERVICES	100,200

SPECIAL FUND
RESOURCES AND REQUIREMENTS

WATER FUND

City of Oakridge

	Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget FY 2023-2024			
	Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023					
				RESOURCES				
1	234,854	143,793	430,000	Net Working Capital (accrual basis)	793,468	889,841	889,841	1
2				OTHER RESOURCES				2
3	1,098,352	999,773	1,109,016	Water Service	1,177,775	1,177,775	1,177,775	3
4	2,100	3,100	3,000	Connection Charge	3,100	3,100	3,100	4
5	(75)	(337)	200	Service Charge	1,100	1,100	1,100	5
6	16,059	6,958	2,500	Misc Income	2,531	2,531	2,531	6
7	19,000	-	19,000	PW Overhead to Other Funds	19,000	-	-	7
8		255,000		Loan Repayment from General Fund	-	-	-	8
9			125,000	Grant Reimbursement from Well #2	-	-	-	9
10	1,370,290	1,408,285	1,688,716	TOTAL RESOURCES	1,996,974	2,054,347	2,054,347	10
11				REQUIREMENTS				11
12				PERSONNEL SERVICES				12
13	47,465	40,442	45,605	Health Insurance	48,526	48,526	48,526	13
14	43,743	39,875	42,000	PERS	36,768	36,768	36,768	14
15	133,059	123,342	133,010	Wages	139,865	139,865	139,865	15
16	224,286	203,659	220,615	TOTAL PERSONNEL SERVICES	225,159	225,159	225,159	16
17	4.00	1.80	1.70	Total Full-Time Equivalent (FTE)	1.70	1.70	1.70	17
18				MATERIAL & SERVICES				18
19	60,683	76,125	126,150	Materials & Supplies	229,150	125,650	125,650	19
20	72,371	77,723	77,500	Utilities	-	77,500	77,500	20
21	54,346	49,421	55,700	Professional Services	30,000	56,000	56,000	21
22	147,000	138,900	151,414	Administrative Overhead	165,000	160,498	160,498	22
23	1,026	1,249	2,000	Uniform Allowance	165,000	2,000	2,000	23
24	335,628	343,418	414,764	TOTAL MATERIALS & SERVICES	589,150	421,648	421,648	24
25	374,800	344,418	414,764					25
26				CAPITAL OUTLAY				26
27		15,839	250,000	Well #2	250,000	250,000	250,000	27
28		65,000	185,350	New Equipment	232,700	-	-	28
29	-	80,839	445,350	TOTAL CAPITAL OUTLAY	482,700	250,000	250,000	29
30				DEBT SERVICE				30
31	21,317	20,307	21,350	Debt Service - Interest OECD	24,109	18,258	18,258	31
32	100,980	101,890	102,000	Debt Service - Principal OECD	128,762	104,041	104,041	32
33	10,078	9,610	10,300	Bond Payment - Interest LACOP	11,663	8,770	8,770	33
34	7,500	10,000	7,500	Bond Payment - Principal LACOP	25,000	28,770	28,770	34
35	41,828	65,356	65,000	Water Loan Tank 7 Principal IFA Loans	82,512	66,110	66,110	35
36	45,389	21,862	68,500	Water Loan Tank 7 Interest IFA Loans	25,260	22,000	22,000	36
37	80	153	155	Debt Service - Interest New Source Well Study	160	130	130	37
38	1313	1,239	1,313	Debt Service - Principal New Source Well Study	158	1,300	1,300	38
39	228,485	230,517	276,118	TOTAL DEBT SERVICE	297,624	249,379	249,379	39
40				INTERFUND TRANSFERS - OUT				40
41	5,808		25,000	Water Fund Reserve	25,000	25,000	25,000	41
42	177,292			Transfer to General Fund	-	-	-	42
43	255,000			Loan to General Fund	-	-	-	43
44	438,100	-	25,000	TOTAL INTERFUND TRANSFERS - OUT	25,000	25,000	25,000	44

45				CONTINGENCY				45
46	-	5,499	143,719	Operating Contingency	377,341	42,165	42,165	46
47					-	-		47
48	-	5,499	143,719	TOTAL CONTINGENCY	377,341	42,165	42,165	48
49	-			Ending balance (prior years)				49
50	-		186,150	Reserved For Future Expenditures	-	759,175	759,175	50
51	-	544,354		UNAPPROPRIATED ENDING FUND BALANCE	-	81,821	81,821	51
52	1,226,497	1,408,285	1,711,716	TOTAL REQUIREMENTS	1,996,974	2,054,347	2,054,347	52

* See page 34 for M&S explanation.

WATER MATERIAL & SERVICES	
Materials & Supplies	39,000
Seasonal Worker	27,500
Telephone	2,500
Office Expense	1,000
Utilities Combined	75,000
Travel & Training	2,500
Professional Services	26,000
Administrative Overhead	160,498
Uniform Allowance	2,000
Computer Equip/Supplies/Support	2,000
Equipment Rental Combined	1,000
Equip Maint/Repair	25,000
Fuel	26,000
New Equipment	10,000
Building Maintenance	5,000
Meter Replacement	15,000
Dead Mountain Tower Lease	650
Misc Expense	1,000
	421,648

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	City of Oakridge Budget FY 2023-2024				
Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2019-2020	First Preceding Year 2020-2021	Adopted Budget this year 2021-2022						
RESOURCES								
1						1		
2	184,823	341,324	406,000	Net Working Capital (accrual basis)	458,387	458,387	458,387	2
3		-		OPD Vehicle Loan Repayment	-	-		3
OTHER RESOURCES								
4								4
5	2,100	2,700	1,400	Connection Charge	2,700	2,700	2,700	5
6	701,862	661,113	763,820	Sewer Service	811,177	811,177	811,177	6
7	4,404	5,106	2,500	Misc Income	5,000	5,000	5,000	7
8	95,000	130,000		Loan repayment from General Fund	-	-		8
9	8,032	100,000		Transfer from General Fund (ARPA)	-	-		9
10	22,000	-	14,667	PW Overhead to Other Funds	14,667	-		10
11	1,018,022	1,240,243	1,188,387	TOTAL RESOURCES	1,291,931	1,277,264	1,277,264	11
REQUIREMENTS								
PERSONNEL SERVICES								
12								12
13								13
14	54,612	72,570	69,000	Personnel Insurance	71,089	71,089	71,089	14
15	48,302	54,437	57,000	PERS	49,330	49,330	49,330	15
16	145,116	167,957	161,972	Wages	160,272	160,272	160,272	16
17	248,030	294,964	287,972	TOTAL PERSONNEL SERVICES	280,701	280,701	280,701	17
18	1.50	2.20	2.90	Total Full-Time Equivalent (FTE)	2.90	2.90	2.90	18
MATERIALS & SERVICES								
19								19
20	39,533	100,286	94,750	Materials & Supplies	96,400	96,400	96,400	20
21	30,354	44,995	45,000	Professional Services	49,000	49,000	49,000	21
22	62,456	55,809	60,000	Utilities	50,000	50,000	50,000	22
23	4,326	4,055	3,100	Dispatch Services	-	-		23
24	97,200	86,400	97,958	Administrative Overhead	107,667	107,667	107,667	24
25	1,180	1,476	1,150	Uniform Allowance	1,500	1,500	1,500	25
26	2,457	3,816	2,500	Vehicle Lease	-	-		26
27	237,476	296,838	304,458	TOTAL MATERIALS & SERVICES	304,567	304,567	304,567	27
CAPITAL OUTLAY								
28								28
29								29
30		29,395	174,000	New Equipment	238,000	-		30
31	126	38,904		Plant Improvements/Design	-	-		31
32	23,240	-		Collection System	-	-		32
33	248	1,200	100,000	Inflow & Infiltration	-	-		33
34	23,616	69,499	274,000	TOTAL CAPITAL OUTLAY	238,000	-	-	34
DEBT SERVICE								
35								35
36								36
37	10,078	10,000	5,000	Bond Payment - Interest	11,663	11,663	11,663	37
38	7,500	9,610	10,000	Bond Payment - Principal	25,000	25,000	25,000	38
39	17,578	19,610	15,000	TOTAL DEBT SERVICE	36,663	36,663	36,663	39
40								40
41	150,000	-	-	Loan to Gen FUND	-	-		41
INTERFUND TRANSFERS - OUT to PW SB-11								
42								42
43				New Vehicle	-	-		43
44	150,000	-	-	TOTAL LOANS/ INTERFUND TRANSFERS - OUT	-	-	-	44
CONTINGENCY								
45								45
46		5,499	242,257		432,001	30,457	30,457	46
47	341,323			Ending balance (prior years)	-	-		47
48			64,700	Reserved For Future Expenditures	-	568,094	568,094	48
49			-	UNAPPROPRIATED ENDING FUND BALANCE	-	56,782	56,782	49
50	1,018,022	686,410	1,188,387	TOTAL REQUIREMENTS	1,291,931	1,277,264	1,277,264	50

* See page 36 for M&S explanation.

WASTE WATER MATERIALS & SERVICES	
Materials & Supplies	30,000
Seasonal Workers	25,000
Office Expense	2,000
Telephone	10,000
Utilities	40,000
Travel & Training	4,000
Professional Services/Misc	20,000
Administrative Overhead	107,667
Uniform Allowance	1,500
Computer Equip/Supplies/Support	2,800
Equipment Rental	1,000
Equip Maint/Repair	18,000
Fuel	20,000
New Equipment	15,000
Building Maintenance (non-capital)	5,000
Misc Expense	2,600
TOTAL MATERIALS & SERVICES	304,567

SPECIAL FUND
RESOURCES AND REQUIREMENTS

				STORM WATER FUND			City of Oakridge		
Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Budget FY 2023-2024				
Actual	Actual	Budgeted	Proposed By Budget Officer		Approved By Budget Committee	Adopted By Governing Body			
Second Preceding Year 2020- 2021	First Preceding Year 2021-2022	Adopted Budget this year 2022-2023							
				RESOURCES					
1									1
2	30,581	41,517	63,396	Net Working Capital (accrual basis)	95,490	93,596	93,596		2
3				OTHER RESOURCES					3
4	28,289	26,566	48,648	Storm Water Service	51,664	51,664	51,664		4
5	58,870	68,083	112,044	TOTAL RESOURCES	147,154	145,260	145,260		5
6				REQUIREMENTS					6
7				MATERIALS & SERVICES					7
8	709	-	1,000	Materials and Supplies	10,400	10,400	10,400		8
9	-	-	10,000	Professional Services	10,000	10,000	10,000		9
10	-	-	1,000	Asset Management	-	-	-		10
11	16,300	3,000	10,000	Administrative Overhead	21,267	21,267	21,267		11
12	344	-	2,000	New Equipment (less than \$5,000)	-	-	-		12
13	-	-	3,000	Equip Maint. and Repair	-	-	-		13
14	17,353	3,000	27,000	TOTAL MATERIALS & SERVICES	41,667	41,667	41,667		14
15									15
16				CAPITAL OUTLAY					16
17	-	-	4,400	New Equipment	-	-	-		17
18	-	-	4,400	TOTAL CAPITAL OUTLAY	-	-	-		18
19				INTERFUND TRANSFERS - OUT					19
20				- Vac Truck (5)	4,000	-	-		20
21				- 5YD Dump Truck (6)	2,000	-	-		21
22				10 YD Dump Truck	5,000	-	-		22
23				New Vehicle	1,000	-	-		23
24				- Backhoe (7)	800	-	-		24
25				Street Sweeper	10,000	-	-		25
26				TOTAL INTERFUND TRANSFERS - OUT	22,800				26
27		44,517	55,694	CONTINGENCY	82,687	3,485	3,485		27
28			2,800	Reserved For Future Expenditures	-	96,304	96,304		28
29				Ending balance (prior years)	-	-	-		29
30			24,950	UNAPPROPRIATED ENDING FUND BALANCE	-	3,804	3,804		30
31	17,353	47,517	112,044	TOTAL REQUIREMENTS	147,154	145,260	145,260		31

**SPECIAL FUND
RESOURCES AND REQUIREMENTS**

BICYCLE AND PEDESTRIAN PATH FUND

City of Oakridge

	Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget FY 2023-24			
	Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2020-2021	First Preceding Year 2021-22	Adopted Budget FY 2022-2023					
				RESOURCES				
1								1
2	17,076	8,076	-	Net Working Capital (accrual basis)				2
3	2,000		-	Transfer from Street Fund				3
4								4
5	19,076	8,076	-	TOTAL RESOURCES	-	-	-	5
6				REQUIREMENTS				6
7				CAPITAL OUTLAY				7
8	-	-	-	Trail Work	-	-	-	8
9	-	-	-	TOTAL CAPITAL OUTLAY	-	-	-	9
10								10
11	15,000			INTERFUND TRANSFERS - OUT				11
12		8,076		Transfer to Street Fund				12
13	15,000	-	-	TOTAL INTERFUND TRANSFERS - OUT	-	-	-	13
14								14
15				CONTINGENCY				15
16			-	Contingency				16
17			-	Ending balance (prior years)				17
18			-	UNAPPROPRIATED ENDING FUND BALANCE	-	-	-	18
19	15,000	-	-	TOTAL REQUIREMENTS	-	-	-	19

**SPECIAL FUND
RESOURCES AND REQUIREMENTS**

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	City of Oakridge Budget FY 2023-24		
Actual	Actual	Budgeted		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2020-2021	First Preceding Year 2021-2022	Adopted Budget FY 2022-2023				
			RESOURCES			
1						1
2	22,313	17,312	Net Working Capital (accrual basis)			2
3	5,000		Transfer from General	-	-	3
4	27,313	17,312	TOTAL RESOURCES	-	-	4
5			REQUIREMENTS			5
6			MATERIALS & SERVICES			6
7			Education/Training/Enforcement	-	-	7
8	5,000		Contracted Coordinator	-	-	8
9			Prof Services	-	-	9
10	5,000	-	TOTAL MATERIALS & SERVICES	-	-	10
11						11
12			SPECIAL PAYMENTS			12
13	-	-	Heating Replacement			13
14	-	-	TOTAL SPECIAL PAYMENTS	-	-	14
15			INTERFUND TRANSFERS -OUT			15
16		17,312	Transfer To General Fund			16
17	-	17,312	TOTAL INTERFUND TRANSFERS	-	-	17
18			CONTINGENCY			18
19			Contingency			19
20			Ending balance (prior years - audited F/S)			20
21			UNAPPROPRIATED ENDING FUND BALANCE	-	-	21
22	5,000	17,312	TOTAL REQUIREMENTS	-	-	22

RESOLUTION NO. 18-2023

A RESOLUTION ADOPTING SUPPLEMENTAL BUDGET #1 FOR FISCAL YEAR 2023-2024

AND MAKING APPROPRIATIONS

WHEREAS, the City of Oakridge resolves the following:

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

- a. An occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.**
- b. A pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires prompt action.**
- c. Funds that are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period.**
- d. A request for services or facilities the cost of which is to be supplied by a private individual, corporation or company or by another governmental unit and the amount of which could not be accurately estimated when preparing the original budget or a previous supplemental budget for the current year or current budget period.**
- e. Proceeds from the involuntary destruction, involuntary conversion, or sale of property that necessitates the immediate purchase, construction or acquisition of different facilities in order to carry on governmental operations.**
- f. Ad valorem property taxes that are received during the fiscal year or budget period in an amount sufficiently greater than the amount estimated to be collected such that the difference will significantly affect the level of government operations to be funded by the taxes as provided in the original budget or a previous supplemental budget for the current year or current budget period.**
- g. A local option tax described in ORS 294.476 that is certified for extension on the assessment and tax roll under ORS 310.060 for the fiscal year or budget period in which the local option tax measure is approved by voters.**
- h. A reduction in available resources that requires the governing body to reduce appropriations in the original budget or a previous supplemental budget for the current year or current budget period.**
- i. The original budget of the municipal corporation adopted under ORS 294.456 did not include estimated requirements to pay debt service pursuant to ORS 294.477 or the actual requirements are different from the estimated requirements included in the original budget or a previous supplemental budget.**

WHEREAS, the attached Supplemental Budget #1 for Fiscal Year 2023-2024, meets one or more requirements of ORS 294.471;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakridge hereby adopts a supplemental budget for fiscal year 2023-2024 in the amounts shown below for each Fund and,

BE IT FURTHER RESOLVED that the amounts shown below as appropriations for the fiscal year beginning July 1, 2023 and for purposes shown are hereby appropriated for each Fund:

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its passage.

PASSED BY THE COUNCIL of the City of Oakridge this 7 day of December, 2023.

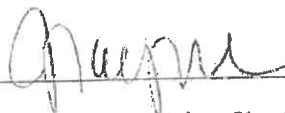
APPROVED AND SIGNED BY THE MAYOR of the City of Oakridge this 7 day of December, 2023.

Signed: _____



Bryan Cutchen, Mayor

Attest: _____



Jackie Taylor, City Recorder

Ayes: 5

Nays: 0

**FORM
OR-ED-SBH**

Notice of Supplemental Budget Hearing
Oregon Department of Revenue

• For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for _____ the City of Oakridge, for the current fiscal year, will be held at: City Hall 48318 E 1st St., Oakridge, OR 97463 and Via ZOOM <https://us02web.zoom.us/j/3864311610>

The hearing will take place on Thursday December 7th at 6pm.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after 1/29/2023 at: Oakridge City Hall 48318 E 1st St, Oakridge, OR Monday-Thursday 8am-4pm or at www.ci.oakridge.or.us

SUMMARY OF PROPOSED BUDGET CHANGES
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: General		Expenditure—indicate	
Resource	Amount	Org. unit / Prop. & Activity, and Object class.	Amount
1. OCF Grant for WAC building	\$ 25,000	1. 100-18-400088 (WAC Oregon Community Foundation Grant)	\$ 25,000
2. OSFM Fuels Mitigation Grant	\$ 225,350	2. 100-00-400881 (Fuels Mitigation Grant Expense)	\$ 225,350
3. Donation from Banner Bank	\$ 20,000	3. 100-17-400166 (Building Maintenance)	\$ 20,000
4. Reserved for Future Expenditures (Parts)	\$ 3,000	4. 100-17-400166 (Building Maintenance)	\$ 3,000
5. TRT Funds	\$ 1,365	5. 100-17-400166 (Building Maintenance)	\$ 1,365

6. ARPA Funds	\$ 17,100	6. 100-17-400166 (Building Maintenance)	\$ 17,100
7. ARPA Funds	\$ 5,000	7. 100-11-400117 (memberships, dues, subscriptions)	\$ 5,000
8. Sale of Property	\$ 396,509	8. 100-00-499991 (Reserved for Future Expenditure)	\$ 396,509
9. Sale of Property	\$ 20,510	8. 100-00-499991 (Reserved for Future Expenditure)	\$ 20,510
10. ARPA Funds	\$ 9,789	10. 100-17-400078 (ARPA Expense Parks)	\$ 9,789
11. ODOE Solar Feasibility Study Grant	\$ 30,000	11. 100-18-400087 (WAC Dept of Energy Grant)	\$ 30,000
Revised Total Fund Resources	\$ 753,623	Revised Total Fund Requirements	\$ 753,623

Explanation of change(s):

1. An Oregon Community Foundation grant received for renovation of the WAC building.
2. An Oregon State Fire Marshal Fuels Mitigation grant received for wildfire prevention efforts.
- 3-6. Unforeseen additional expenses related to repairs of the Greenwaters Park Amphitheater.
7. Budgeting software to streamline the budget process that works with the city's new accounting software.
8. Revenue from the sale of the old public works building at 47899 Hwy 58, Oakridge, OR.
9. Revenue from the sale of property at 76410 Douglas St., Oakridge, OR.
10. ARPA funds from the FY23 Parks budget to remodel the Greenwaters Park bathrooms, not spent until FY24 due to timing of invoices.
11. An Oregon Department of Energy grant for a solar feasibility study for the WAC.

FUND: EMS

Resource	Amount	Expenditure-Indicate	
		Org. unit / Prog. & Activity, and Object class.	Amount
1. ARPA Funds	\$ 54,288	1. 232-00-400078 (ARPA Expenses)	\$ 54,288
2. OSFM Fuels Mitigation Grant	\$ 59,600	2. 232-00-400881 (Fuels Mitigation Grant Expenses)	\$ 59,600
Revised Total Fund Resources	\$ 113,888	Revised Total Fund Requirements	\$ 113,888

Explanation of change(s):

1. ARPA funds from FY23 not included in the approved budget for remodeling of the Fire Station.

2. An Oregon State Fire Marshal Fuels Mitigation grant received for wildfire prevention efforts.

FUND: Wastewater		Expenditure-Indicate	
Resource	Amount	Org. unit / Prog. & Activity, and Object class.	Amount
1. Reserved for Future Expenditures	\$ 8,210	1. 622-00-400130 (Professional Services)	\$ 8,210
2. Reserved for Future Expenditures	\$ 1,403	2. 622-00-400130 (Professional Services)	\$ 1,403
Revised Total Fund Resources	\$ 9,613	Revised Total Fund Requirements	\$ 9,613

Explanation of change(s):

1. Unforeseen wastewater pump replacement.
2. Unforeseen generator repairs.

FUND: Water		Expenditure-Indicate	
Resource	Amount	Org. unit / Prog. & Activity, and Object class.	Amount
1. Reserved for Future Expenditures	\$ 47,879	1. 620-00-400130 (Professional Services)	\$ 47,879
2. Reserved for Future Expenditures	\$ 2,105	2. 620-00-400130 (Professional Services)	\$ 2,105
3. Well #2 Improvements Loan	\$ 207,417	3. 620-00-400411 (Well #2)	\$ 207,417
Revised Total Fund Resources	\$ 257,401	Revised Total Fund Requirements	\$ 257,401

1. Replacement/rebuild of pressure relief valves.
2. Unforeseen generator repairs.
3. Loan to cover well #2 improvements.

FUND: OIP		Expenditure-Indicate	
Resource	Amount	Org. unit / Prog. & Activity, and Object class.	Amount
1. Reserved for Future Expenditures	\$ 10,000	1. 360-00-400401 (Salmon Creek Treatise M&S)	\$ 10,000

2. Salmon Creek Trestle Bridge Grant	\$ 40,000	2. 390-00-400086 (Salmon Creek Trestle Bridge Grant)	\$ 40,000
3. Reserved for Future Expenditures	\$ 1,403	3. 390-00-400130 (Professional Services)	\$ 1,403
4. Sale of OIP Lot 20	\$ 28,212	4. 390-00-499991 (Reserved for Future Expenditure)	\$ 28,212
Revised Total Fund Resources	\$ 79,615	Revised Total Fund Requirements	\$ 79,615

Explanation of change(s):

1. Matching funds for the Oregon State Parks Salmon Creek Trestle Bridge feasibility study and design grant.
2. Oregon State Parks grant for the Salmon Creek Trestle Bridge feasibility study.
3. Unforeseen generator repairs.
4. Revenue from the sale of Oakridge Industrial Park (OIP) Lot 20.

FUND:		Streets	
Resource	Amount	Expenditure—Indicate Org. unit / Prog. & Activity, and Object class.	Amount
1. Reserved for Future Expenditures	\$ 8,529	1. 230-00-400194 (Street Repairs)	\$ 8,529
2. Reserved for Future Expenditures	\$ 1,403	2. 230-00-400130 (Professional Services)	\$ 1,403
Revised Total Fund Resources	\$ 9,932	Revised Total Fund Requirements	\$ 9,932

Explanation of change(s):

1. Unforeseen additional expenses for the Cherry Street repairs.
2. Unforeseen generator repairs.



Order Confirmation

Not an Invoice

Account Number:	824287
Customer Name:	City Of Oakridge
Customer Address:	City Of Oakridge Po Box 1410 Oakridge OR 97463-1410
Contact Name:	City Of Oakridge
Contact Phone:	5417822258
Contact Email:	
PO Number:	

Date:	02/29/2024
Order Number:	9905192
Prepayment Amount:	\$ 0.00

Column Count:	2.0000
Line Count:	119.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
EUG The Register Guard	1	03/01/2024 - 03/01/2024	Govt Public Notices
EUG registerguard.com	1	03/01/2024 - 03/01/2024	Govt Public Notices

Total Cash Order Confirmation Amount Due	\$326.06
Service Fee 3.99%	\$13.01
Cash/Check/ACH Discount	-\$13.01
Payment Amount by Cash/Check/ACH	\$326.06
Payment Amount by Credit Card	\$339.07

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Order Confirmation Amount

Ad Preview

FORM OR-ED-584
 Supplemental Budget Hearings
 Oregon Department of Revenue

* For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent, the Department of Revenue will require the City of Clatsop to submit a supplemental budget for the current fiscal year, which will be held on Thursday, March 7, 2024 at 10:00 AM in the Boardroom, 2000 NE Oregon Street, Astoria, OR 97103. The hearing will take place on Thursday March 7, 2024 at 10:00 AM in the Boardroom, 2000 NE Oregon Street, Astoria, OR 97103. A copy of the supplemental budget document may be inspected or obtained on or after 3:00 PM on Thursday, March 7, 2024 at the City of Clatsop, 2000 NE Oregon Street, Astoria, OR 97103.

SUMMARY OF PROPOSED BUDGET CHANGES AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: General	Expenditure-Indicate	Amount
1. Future Expenditures (100-3-69991)		\$ 18,893
2. Reserve for Future Expenditures		\$ 68,893
Revised Total Fund Resources		\$ 87,786
Org. unit / Prog. & Activity and Object class.	Amount	
1. Dispatch (100-3-40037) (Item)	\$ 18,893	
2. Reserve for Future Expenditures (100-3-40037) (Item)	\$ 68,893	

Explanation of change(s):
 1. Due to issues out of our control, we were not able to switch dispatch services to Junction City in the timeframe expected. We are switching back to the current provider for the remainder of the fiscal year for LCSO dispatch.

FUND: EMS	Expenditure-Indicate	Amount
1. Current Services (100-3-40104)		\$ 56,600
2. FEMA Generator Grant (122-00-30003)		\$ 7,745
3. FEMA Generator Grant (122-00-30003)		\$ 123,887
Revised Total Fund Resources		\$ 188,232
Org. unit / Prog. & Activity and Object class.	Amount	
1. Dispatch (220-00-40037)	\$ 4,742	
2. Second Workers (122-00-40037)	\$ 77,245	
3. Vehicle Maint. Repairs (122-00-40061)	\$ 123,887	

Explanation of change(s):
 1. Due to issues out of our control, we were not able to switch dispatch services to Junction City in the timeframe expected. We are switching back to the current provider for the remainder of the fiscal year for LCSO dispatch.

FUND: Westwelder	Expenditure-Indicate	Amount
1. Reserve for Future Expenditures (100-3-40037)		\$ 26,000
2. Reserve for Future Expenditures (100-3-40037)		\$ 26,000
Revised Total Fund Resources		\$ 52,000
Org. unit / Prog. & Activity and Object class.	Amount	
1. Inflow & Infiltration (622-00-40093)	\$ 26,000	

Explanation of change(s):
 1. Wastewater

FUND: OIP	Expenditure-Indicate	Amount
1. State of Property (200-00-50000)		\$ 477,552
2. Reserve for Future Expenditures (300-00-40000)		\$ 1,000
3. Reserve for Future Expenditures (300-00-40000)		\$ 24,000
4. Reserve for Future Expenditures (300-00-40000)		\$ 24,000
Revised Total Fund Resources		\$ 526,552
Org. unit / Prog. & Activity and Object class.	Amount	
1. OIP Building (200-00-40000)	\$ 477,552	
2. OIP Building (200-00-40000)	\$ 1,000	
3. OIP Building (200-00-40000)	\$ 24,000	
4. OIP Public Works Storage Building (200-00-40000)	\$ 24,000	

Explanation of change(s):
 1. State of Property (200-00-50000)
 2. New roof needed on the OIP Office Building on Hwy 38
 3. New roof needed on the OIP Office Building on Hwy 38
 4. New metal building in the OIP for Public Works

FUND: Water	Expenditure-Indicate	Amount
1. Reserve for Future Expenditures (100-3-40000)		\$ 6,200
2. Reserve for Future Expenditures (100-3-40000)		\$ 6,200
Revised Total Fund Resources		\$ 12,400
Org. unit / Prog. & Activity and Object class.	Amount	
1. Reserve for Future Expenditures (100-3-40000)	\$ 6,200	

Explanation of change(s):
 1. Due to issues out of our control, we were not able to switch dispatch services to Junction City in the timeframe expected. We are switching back to the current provider for the remainder of the fiscal year for LCSO dispatch.



PUBLIC NOTICE – Supplemental Budget Public Hearing

The City of Oakridge City Council will hold a public hearing on a Supplemental Budget to receive public comment on the proposed Supplemental Budget #2 for fiscal year July 1, 2023 to June 30, 2024. This Public Hearing will be held at Oakridge City Hall, 48318 E. 1st Street, Oakridge, Oregon, on Thursday, March 7th, 2024 at 6pm. Citizens may attend in-person or remotely via Zoom at <https://us02web.zoom.us/j/3664311610> (Zoom Meeting ID# 3664311610). Copies of the FY 23-24 Supplemental Budget #2 are available for inspection at City Hall Monday-Thursday 8am-4pm, or on the City's website: www.ci.oakridge.or.us

16.12



Oakridge City Administrator <cityadministrator@ci.oakridge.or.us>

RE: [Newsletter] February
1 message

OW Chamber <support@oakridgechamber.com>
Reply-To: OW Chamber <support@oakridgechamber.com>
To: cityadministrator@ci.oakridge.or.us

Wed, Feb 21, 2024 at 11:11 AM



FEBRUARY 2024 Newsletter

Dear City Administrator,

Time is flying, and I'm curious - **Have you visited the Seed Bank at the Oakridge Library lately?** Our friends at the Westfir Oakridge Local Food Hub have been adding seed and curating our seed collection seasonally... go check it out! (and consider getting a library card while you're at it, because it's *the easiest way* to support our wonderful library staying open to serve our community)!

We have several great events coming up this week and next, like a Tree Planting Festival planning meeting (tomorrow!), a free Social Media for Small Business Owners workshop by RAIN, the monthly RAIN Entrepreneurs meet-up at Mane Street Coffee, the Winter Farmers Market in Uptown and the wonderful First Friday Art Walk. Event details, links and more are below...

But first we'd like to welcome our newest OW Chamber Members:

- [Load & Go LLC](#) - offering mowing, brushing, property clean-up & more;
- Jude Anderson - individual member, new local resident and *the one thousandth member* to join our OWC Facebook Community! 🤖

For any of our businesses who were impacted by the recent ice storms, be sure to check out the [Economic Injury Disaster Loans](#) information to find out if you are eligible for funds.

With a hint of Spring in the air,

- Alissa Mayer

Executive Assistant to the Oakridge/Westfir Chamber of Commerce

#stOakridge #westfir

Upcoming Events



Have you heard? **The Events Calendar on the Chamber website is open to EVERYONE to post local events, and it's super exciting to finally have one calendar to rule them all... or at least, that's our vision. ;)**

Below, find Member events coming up in the next couple of weeks (this is the Chamber of Commerce newsletter, after all) as well as those big enough to affect our whole biz community.

To see the complete calendar or SUBMIT an event, [visit our website.](#)

FEB 21

Planning Meeting is this
Wednesday 2/21 at 5:30pm!
Come to share Event
Updates & Ideas! All are
welcome! In person & virtual
access!

5:30pm Wednesday

Tree Planting

Festival

MEETING

In person at Oakridge Industrial
Park - 48513 OR-58 in the
Conference Room, Oakridge,
OR 97463
(EMAIL for Zoom link!)

[READ MORE](#)

FEB 26

Social Media for Small Business Owners

Learn How to Optimize Your Time
Creating Social Media Content

Monday, January 26th | 4:30pm - 6:00pm
With Brian of Roost Web Strategies

4:30-6pm RAIN Catalysts

FREE

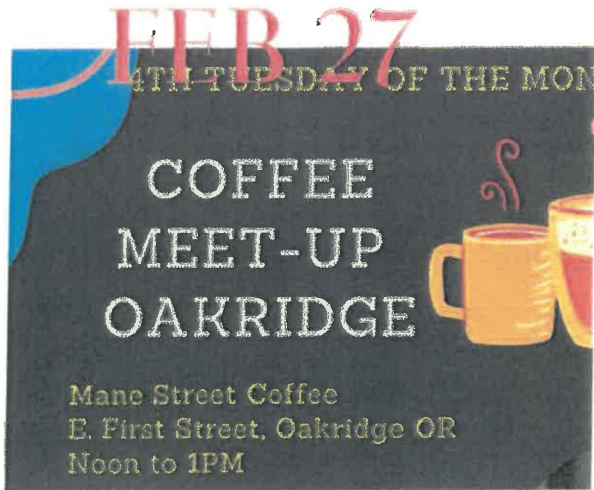
WORKSHOP:

Social Media for

Small Business

[VIEW THE FULL EVENT LIST](#)

[READ MORE](#)



12-1pm (monthly)

RAIN Catalysts

Entrepreneur's

Coffee Meet-Up

Mano St Coffee, Oakridge

[READ MORE](#)



1st & 3rd FRIDAYS 12-3pm

Oakridge

WINTER

Farmers Market

Methodist Church on 1st in Oakridge

[READ MORE](#)



Monthly

First Friday

ART Walks

From the Oakridge Museum
to the 3 Legged Crane in
Uptown Oakridge

READ MORE

Don't see your event? We can't do this alone!

Please [Submit your events](#) online!!! It takes just a couple minutes to do, and it's free to submit *local events*, but only Members events are also posted here in the newsletter!

**Oakridge Biz Owners:
\$500 Matching Grant for YOU!**

Want Up to \$500 to Beautify Your Brick & Mortar Business in Oakridge? No time like the present...

All Uptown and Highway 58 building owners are eligible to apply for the City of Oakridge TRT Block Grant Program!

Block Grants provide up to 50% of project costs per project for eligible projects. [Click here for application information for the TRT Block Grant Program](#). Questions? Email cityadministrator@ci.oakridge.or.us, or call (541)782-2258 for more information.

Block Grants can be used for:

- Exterior painting or murals
- Minor exterior renovations
- Landscaping
- Outdoor furniture

The Goal is to Beautify our City using Transient Room Tax:

- Maximum reimbursement is \$500 or 50% of project costs.
 - All TRT requests for Reimbursements should be submitted upon completion of the project. Copy of all receipts along with before and after photos are required for grant consideration.
 - Grants are offered on a first come, first serve bases and must be submitted within the same fiscal year (July-July)
 - *Please Note - expenditures must be pre-approved to qualify for reimbursement, so APPLY before your project starts.*
-

Local Promotion Opportunity!



Members - did you know you can promote your biz in our active & growing [Chamber Facebook Community?](#) (it's one of your membership perks, ya know!)

Our group is growing, and we want you to take advantage of this opportunity to speaK directly to over 1000 community members about your goods and services. Everyone is welcome to join, and we're working hard to grow our group into a game-changing networking and marketing tool, think-tank and community we can all enjoy and benefit from.

Non-Members, this group is for you too! It is a free resource, please use it!

Ask questions, do market research, test your ideas and share your successes and challenges...

Go to <https://www.facebook.com/groups/oakridgewestfirchamber> right now to join, and let us know what you think! See you there.

Stay tuned for more next month!

Our Best,

The O/W Chamber Board

- your ALL-Volunteer Oakridge/Westfir Chamber Board of Directors

PS - This newsletter is a free monthly resource, but you can go deeper and get involved by joining the O/W Chamber - individuals, non-profits and businesses are all welcome. [Please consider becoming a member today.](#)

PPS - We'd love to have you in our network! *If you're reading this online or someone forwarded this to you, make sure you are subscribed to this monthly email newsletter by [CLICKING HERE!](#)*



PO Box 217
Oakridge, OR 97463, USA

Don't want these emails anymore? You can [Unsubscribe](#) or [Manage Preferences](#)

Made with love in [floodesk](#)



16.13

Oakridge City Administrator <cityadministrator@ci.oakridge.or.us>

Oakridge Air February 2024 Newsletter

1 message

Oakridge Air <info@oakridgeair.org>

To: Bryan Cutchen <cityadministrator@ci.oakridge.or.us>

Wed, Feb 28, 2024 at 12:39 PM



Welcome to our Oakridge Air newsletter!
February 2024
We're Glad You're Here!

Looking Forward

Save the Date for (1) our **Oakridge Air semi-annual meeting**: Monday, April 15th @ 5:00-7:00 pm! This "meeting" is created especially for the public and will actually be a casual open house where you can drop by anytime between 5-7, visit information stations to learn about any program areas you have questions about, grab a bite to eat, and maybe win a door prize! And (2) our annual **Wildfire Safety Night**: Evening of June 14th, 2024. Official time and location TBD.

SAVE THE DATE!



Monday, April 15th, 2024



Drop by between 5:00-7:00 pm

Oakridge Air Semi-Annual Meeting

This will be a casual open house where you can drop by and visit information stations to learn about any program areas you have questions about!

Oakridge Air Program Areas



Home Heating Upgrades



Community Firewood Program



Community and School Education



Chimney Sweeps and Woodsheds



Cleaner Indoor Air



Refreshments



Information Stations



Door Prizes

WHERE CAN I LEARN MORE?

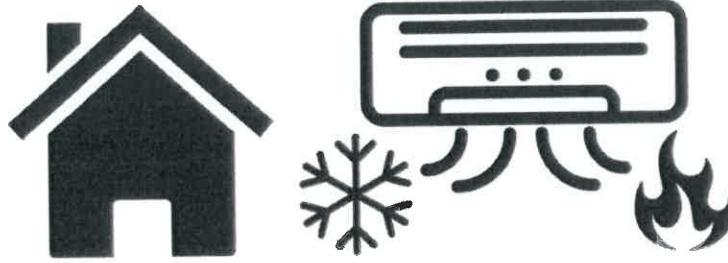
www.OakridgeAir.org

[Oakridge Air](https://www.facebook.com/OakridgeAir)

541-762-3422

info@OakridgeAir.org





Are you in need of heating upgrades for your home? There are many resources that can help you get a new ductless heat pump (DHP) into your home! Because our Oakridge Air home heating upgrades program is a limited program that focuses on reducing woodstove pollution and will not reach the entire community, we are sharing additional home heating resources that you may be eligible for:

1. Lane Electric 0 interest loans for DHP ([Click here for more info](#))

- Up to \$9,000 loan with 0 interest
- No income restrictions
- Heat pump must replace an existing electric heat source
- Can not be combined with Lane Electric cash rebate

2. Lane Electric cash rebate for DHP ([Click here for more info](#))

- \$800 cash rebate for any home, no income restrictions
- \$4,400 cash rebate for income qualifying homes
- Heat pump must replace an existing electric heat source
- Can not be combined with Lane Electric 0 interest loan

3. Oregon Rental Home Heat Pump Program ([Click here for more info](#))

- Funds are available from Oregon Department of Energy for landlords to update the heat in their rental homes
- For residencies with low-income tenants, receive up to \$5,000 (limit to 60% of total cost)
- For residencies of non-low-income tenants, receive up to \$3,000 (limit to 60% of total cost)
- For manufactured dwellings with low-income tenants, receive up to \$7,000 (limit to 80% of total cost)
- For manufactured dwellings with non-low-income tenants, receive up to \$4,000 (limit to 80% of total cost)

4. Federal tax credits for installation of DHP ([Click here for more info](#))

- Credit for 30% of the cost of buying and installing a heat pump (limit \$2,000)
- Includes the cost for electric system upgrades needed to make the home heat-pump-ready
- Credit available from 2023-2032

Note that these resources apply to out-of-pocket costs, so they aren't applicable to homes who received their ductless heat pump from the Oakridge Air home heating upgrades program.

Wood sheds

Oakridge Junior/Senior High students have been hard at work producing woodsheds for community members. So far this school year 29 sheds have been built and delivered with more on the way! If you're in need of a woodshed to keep your firewood dry, contact admin@oakridgeair.org or call 541-782-3422 to get on our list.



Wood sheds in production at the OJSHS woodshop.

EPA Particulate Matter Standard Redesignation

On February 7th, 2024, the U.S. Environmental Protection Agency (EPA) announced a final rule to strengthen the National Ambient Air Quality Standards (NAAQS) for fine particle pollution, also known as fine particulate matter (PM_{2.5}) or soot. The new annual standard for PM_{2.5} is set at 9.0 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$), which is a reduction from the previous standard of 12.0 $\mu\text{g}/\text{m}^3$. With this change, the Air Quality Index (AQI) breakpoints will shift, causing a reduction in the numerical quantifiers between **Good**, **Moderate**, **Unhealthy for Sensitive Groups**, **Unhealthy**, **Very Unhealthy**, and **Hazardous**. The new breakpoints are not yet active, but will become effective 60 days following the publication of the final rule in the Federal Register. The EPA also continues to acknowledge Exceptional Events (such as wildfire smoke), and has made the request process for exceptional events easier. This rule to change the standard does not redesignate our Oakridge-Westfir airshed out of attainment. We maintain our status as in attainment, and will continue our 10 year maintenance plan.

Winter Celebration



Staff and board members enjoying our winter celebration at Willamette Lanes!



SAFE LANE TRANSPORTATION COALITION



www.SafeLaneCoalition.org

The Safe Lane Transportation Coalition wants to hear what you have to say about safe driving practices through a Community Research Survey, which only takes 3-5 minutes. To take the survey, go to: www.surveymonkey.com/r/SLDr2024

FREE FIREWISE YARDWORK



Do you live in city limits of Oakridge or Westfir and meet at least one of the following qualifications?
(1) Physical disability (2) Elderly (3) Reduced income

APPLY FOR FREE YARDWORK OR GUTTER CLEANING HELP:

Southern Willamette Forest Collaborative



541-782-3422 Ext. 2



staff@swfcollaborative.org



541-782-3422

HELP US BY LOGGING YOUR FIREWISE HOURS!

Have you: Mowed your lawn? Cleaned your gutters? Trimmed plants? Done any type of yard or house work that keeps your home safer from a wildfire?

Recording your hours helps us greatly in qualifying for grants to support and fund our local Firewise efforts.

OAKRIDGE SOUP GROUP

Are you someone who is interested in community change? Are you a local agency willing to meet up once a month to work together supporting families, children and community building? Join us for lunch and

**Lunch
will be
provide**

Every 4th Thursday of the month
From 12:00 pm to 1:30 pm at
The High School Mental Health Room
4997 W. 1st, Oakridge Or 97463

For more information reach out to:
Nancy Berge nancy.berge@ardlane.org
Tonya Diesner Tonya.diesner@oakridge.k12.or.us

