

January 18, 2024 at 6pm
City Council Meeting
Audio/Video Teleconference
Oakridge City Hall & Zoom
48318 E. 1st Street
Oakridge OR, 97463
REGULAR MEETING



1. CALL MEETING TO ORDER

2. Pledge of Allegiance

3. Roll Call

4. Additions, Corrections or Adjustments to the Agenda

5. Public Comment

Individual speakers must be recognized by the presiding officer, provide their name and 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: **1/4/24**

9. Appointments

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 OIP Lot 37

11. Business from the City Council

11.1 Presentation by Lane County Medical Society re medical services for rural communities

11.2 Oakridge-Westfir Chamber of Commerce RTMP/TRT Funding Request

12. Business from the City Administrator

12.1 Request for Reconsideration of Council's Directives re: Committee Resolutions

12.2 Other city business updates and issues

13. Items removed from the Consent Agenda

14. Ordinances and Resolutions (with Public Comment)

14.1 Resolution 01-2024 – A Resolution finalizing the sale of the Verizon lease to Tower Point LLC

15. Public Hearings

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

16.1 Finance Report (Colleen Shirley)

16.2 Police Report (Chief Kevin Martin)

16.3 Fire/EMS Report (Chief Scott Hollett)

16.4 Public Works Report (Robeart Chrisman or Rick Zylstra)

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/@cityofoakridgecouncilcommi8088

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.*

January 10, 2024

Mr. Cleavenger;

The holidays are over, and I am putting together why I believe it is important the City of Oakridge install speed bumps along School Street.

Speed bumps/humps are one of the most effective ways to improve street safety. When placed and installed correctly, these street accessories can help to reduce driver speeds and improve everyone's safety.

What to consider between a speed bump and a speed hump?

School Street is prone to excessive speeding. On numerous occasions, I have witnessed cars, commercial vehicles, logging trucks, quads, and motorcycles doing wheelies. There is one orange quad, flying a rebel flag which is a habitual offender.

Additionally, there is pedestrian traffic, bicycles, skateboarders, children playing and wheelchairs. Those individuals in wheelchairs use the street because the sidewalks are broken due to tree roots pushing up the concrete separating the sidewalks. This condition is hard for pedestrians as it is a tripping hazard.

Speed bumps are designed to cause a more abrupt reduction in speed than a speed hump. They are typically taller than speed humps, 4 to 6 inches in height, and cover a shorter distance. Due to this design, speed bumps cause vehicles to slow down to five miles per hour or less.

Speed humps cause a slight rocking motion in vehicles that drive over it, and are generally shorter in height, about 3 to four inches. Speed humps are designed to reduce the speed of vehicles to around 15-20 miles per hour.

Installing speed bumps or humps will bring about a reduction in speed, thus helping to prevent speed related accidents between vehicles and pedestrians.

Additionally, according to the National Institute of Health, speed bumps/humps have also led to a 53% to 60% reduction in the odds of automobile injury or death among children. This will reduce time for our Police to enforce speed limits.

I submit this as a citizen of Oakridge in the hope you will take this plea into consideration.

Thank you,

Robert E. Moore



January 4, 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 Present: Mayor Bryan Cutchen, Councilors Dirk "Poncho" Tarman, Dawn Kinyon, Chrissy Hollett, Melissa Bjarnson, Michelle Coker, and Kelly Brewer.

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

2. Pledge of Allegiance

3. Roll Call

4. Additions, Corrections or Adjustments to the Agenda

Remove item 11.1

5. Public Comment

Trudy Hammond- spoke about abandoned dogs that were rescued today. She also spoke about a house that has garbage piled outside and rats are going into neighbors' homes.

Ashley Kleiven- asked to donate her three minutes to Trudy Hammond.

Trudy Hammond-she would like to be able to work with the city and the police department to help when they get animal calls, we need animal services in Oakridge.

Mayor Cutchen- he does not like the idea of donating minutes during public comment.

6. Mayor Comments / Announcements / Proclamations

6.1 Mayor's State of the City Address

Mayor Cutchen gave his State of the City Address.

Mayor Cutchen-reminded everyone to fill out the Oakridge Air Survey

7. Councilor Comments / Announcements

None

8. Consent Agenda

8.1 Minutes from previous City Council meeting 12/7/2023

Motion: Councilor Kinyon moved to approve the consent agenda. Councilor Tarman seconded the motion. Passed unanimously.

9. Appointments

9.1 Appointment of FY 24-25 Budget Officer

James-read the issue. He is confident that he can keep us on track.

Motion: Councilor Tarman moved to appoint the City Administrator to serve as the City's Budget Officer for fiscal year 24-25. Councilor Hollett seconded the motion.

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

10. Business from the City Council

10.1 2023 City Award Winners

James-read the issue.

Mayor Cutchen-announced the award winners.

10.2 Oakridge Disc Golf Club RTMP Funding request for Mountain Town Throwdown

James-read the issue.

Motion: Councilor Tarman moved to approve up to \$2500 in RTMP Funds for the 2024 Oakridge Disc Golf Club Mountain Town Throwdown Tournament. Councilor Kinyon seconded the motion.

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

10.3 Oakridge Airport Grant letter of support

James-read the issue.

Motion: Councilor Kinyon moved to approve the letter of support for the Oakridge Airport Grant. Councilor Tarman seconded the motion.

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

11. Business from the City Administrator

11.1 Request for Reconsideration of Council's Directives re: Committee Resolutions-this item was tabled.

11.2 Report on out of city water service and use

James-gave the report.

11.3 LOC Comprehensive Recommendations Addressing Severe Addiction Crisis and Community Harm

James-read the issue.

Motion: Councilor Tarman moved to support the Comprehensive Recommendations addressing Severe Addiction Crisis and Community Harm and direct the CA to voice the city's support to our legislators. Councilor Kinyon seconded the motion.

Mayor Cutchen (aye), Hollett (aye), Tarman (aye), Bjarnson (aye), Kinyon (nay), Coker (aye), Brewer (aye). Motion passed 6-1

11.4 Union Pacific Railroad issues update

James-gave the update

11.5 Other city business updates

James-regarding Lot 22 at the OIP, our counter offer was declined and they are no longer interested.

On February 13th the Regional Solutions meeting will be held at the OIP. The Mayor is unable to attend, Councilor Kinyon said she will go in his place. We can have up to three councilors attend.

We have 12 committee seats that expired at the end of the year, there was discussion on whether or not volunteers have to attend the city council meeting if they are reapplying.

James-talked about the fee waiver policies.

Councilor Brewer-asked about a citizen putting on an event for the community, do they qualify for a waiver.

Mayor Cutchen-said we will give the CA the leeway that he needs for these decisions.

11.6 Video about Maximo Yabes by Greenbrier (Arkansas) High School Student Jayden Alberts:

James-read the issue. You can go on the City's website to view this video.

www.ci.oakridge.or.us/community/page/medal-honor-winner-us-army-first-sergent%C2%A0maximo-yabes-1932-967

12. Items removed from the Consent Agenda

None

13. Ordinances and Resolutions

None

14. Public Hearings

None

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

15.1 Finance Report

Colleen-gave the report, the auditor did file an extension with the state.

Councilor Kinyon-asked about Caselle, the new software we will be using.

Colleen-gave an update on our progress with Caselle.

15.2 Police Report

Chief Martin-gave the report.

15.3 Fire/EMS Report

Chief Hollett-gave the report.

15.4 Public Works Report

Rick-gave the report.

15.5 Parks and Community Services Committee

Rick-gave the report

15.6 Public Safety Committee

They did not meet.

15.7 Charter Review Sub-Committee

They did not meet.

15.8 OEDAC

James-gave the report.

15.9 Admin Committee

They did not meet.

15.10 Library Board

Councilor Tarman-they meet next week.

15.11 Planning Commission

Rick-gave the report, they had a work session.

15.12 WAC Funding Committee

Meeting was canceled due to no one being in town because of Christmas.

15.13 Oakridge Westfir Chamber of Commerce November Newsletter

James-gave an update.

16. Other Business

None.

17. Public Comment

None.

18. Adjourn 7:39 pm

Signed: _____
Bryan Cutchen, Mayor

Signed: _____
Jackie Taylor, City Recorder



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

Committee Vacancies Announcement

The City of Oakridge currently has vacant positions on the following Committees and Commissions (*as of 1/1/2024*):

- Administration Advisory Committee – 3 vacant seats**
- Public Safety Committee – 2 vacant seats**
- Rural Tourism Marketing Program & TRT Committee - 2 vacant seats**
- Planning Commission – 1 vacant seat**
- WAC Subcommittee – unlimited vacant seats**
- Charter Review Committee – unlimited vacant seats**
- Budget Committee – 1 vacant seat**
- Parks & Community Services Committee – 1 vacant seat**

Are you an Oakridge area resident interested in helping our community by serving on a City of Oakridge committee? If so, please apply today! These volunteer positions are vital to the city’s success and are a great way for citizens to have direct involvement in city government. All positions are **open until filled**. Applications available at City Hall (48318 E. 1st Street) or on the City’s website:

www.ci.oakridge.or.us/community/page/volunteer

COMMITTEES - As of 1/1/2024

Resolution	04_2023	17-2020	18-2020	06_2022	N/A	state law	15-2020	07_2022	Ord 32&751	16_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)	2nd & 4th Thursdays at 6pm	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
Councillor	Kinyon	Tarman	Coker	Bjarnson & Kinyon	Kinyon	ALL	Tarman	Kinyon (S)	N/A	?	Hollett
Chair:	Kinyon	Tarman	Ackland	Kinyon	McNatt	Coker	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	James Winkelman	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,	OPEN	Lynda Kamerrer	Marietta Thompson	X	Jan Christensen	Lynda Kamerrer	Jeri Reed	Meagan Metcalf	Meagan Metcalf	Sarah Altemus-Pope	Bev McCulley
2022, 2025,	OPEN	Heather Buley	"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	OPEN	X	Chris Winchester	Jan Christensen	Annie Brown	OPEN	John McClelland	Tera Rivera	Lauri O'Neill
2023, 2026,	Chris Winchester	Sample or Lyons*	Marty Scott - VC	X	Jeri Reed	vc-Brenna Chrisman	Terry DeLoach	OPEN	OPEN	vc - JT Flowers	Marietta Thompson
Seat 7 2025			Hazeldeil Rep		Kathy Holston	Linda Dunham	Samuelson (Librarian)		Donald Grant	Michelle Emmons Chamberlain	Jeff Reed
Seat 8		Applicants*	Mayor Williams		OPEN (up to 15)						"Tink" Marquardt
Seat 9			Dave McGrath -								
Seat 10									term ends 2024		

Business of the City Council

City of Oakridge, Oregon

January 18, 2024

Agenda Title: Presentation by Lane County Medical Society

Agenda Item No: 11.1

Proposed Council Action: N/A (Info Only)

Exhibits:

Author: CA

ISSUE:

Oakridge resident **Pam Bowles**, who serves on the Foundation Board of the Lane County Medical Society, will be giving a presentation to City Council regarding the organization's efforts to promote and maintain access to quality medical care in rural communities, including Oakridge. For more information on the Lane County Medical Society and their mission, go to their website: <https://lcmedsociety.com/>

FISCAL IMPACTS: N/A (Info Only)

OPTIONS: N/A (Info Only)

STAFF RECOMMENDATION: N/A (Info Only)

RECOMMENDED MOTION: N/A (Info Only)

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 #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.

Business of the City Council

City of Oakridge, Oregon

January 18, 2024

Agenda Title: Oakridge-Westfir Chamber of Commerce TRT & RTMP Funds Request

Agenda Item No: 11.2

Proposed Council Action: Approve, deny, or modify the requested funding

Exhibits: Request & Report from the Chamber

Author: CA

ISSUE:

In 2022, the Oakridge-Westfir Chamber of Commerce received \$14,000 in TRT funds. In 2023, they received \$10,000 in TRT funds. They are requesting **\$5,650.00** in TRT *and/or* RTMP funds for this year (2024), to assist with their general operating expenses. We recently received \$31,369 in RTMP funds for 2024. In 2023 we received \$19,207. Our current TRT fund balance is around \$20,000. The division of funding between RTMP and TRT funds is up to Council to decide.

Last week, the Chamber submitted a much larger funding request to the RTMP/TRT Committee, to fund a part-time "Tourism Director" position at the Chamber to work to attract more tourism & events to our area. During the committee meeting, concerns were expressed about the legality of using RTMP or TRT funds for a part-time staff position with the Chamber. To address those concerns, Jenna Cusimano, the Interim Manager of Lane County Community & Economic Development (the entity now responsible for giving the city our annual RTMP funds), and Connor Nolan, the Destination Development Manager for Travel Lane County, have agreed to attend (virtually via Zoom) the next RTMP/TRT Committee meeting on Tuesday February 13th at 7pm, to attempt to explain what the city can use TRT and RTMP funds for, as the state rules are quite vague.

After the RTMP/TRT Committee meeting last week, the Chamber revised their funding request and are currently only seeking funding for their general operating expenses for the year (2024). They are also requesting funding from the City of Westfir and are exploring other funding avenues. See the attached RTMP request and report prepared by the Chamber. Chamber President Michelle Emmons will be in attendance to answer any questions, and more information on the Chamber is available at their website: <https://oakridgechamber.com/>

FISCAL IMPACTS: \$5,650.00 (in TRT and/or RTMP funds)

OPTIONS: Approve, deny, or modify the request

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION: *I move to approve \$_____ in TRT funds and \$_____ in RTMP funds for the Oakridge-Westfir Chamber of Commerce for 2024.*

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.

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

RTMP QUESTIONNAIRE

Event Name: Oakridge Westfir Chamber of Commerce Tourism & Economic Development Director

Contact Person(s): Michelle Emmons Phone: (541) 913-4318

Address: PO Box 217, Oakridge, OR 97463

Email: president@oakridgechamber.com

Date of Event: ongoing for 2024 Event Location: Oakridge & Westfir Oregon Area

Please answer the following questions regarding your event/project by circling Y or N.

1. Does your event/project create overnight stays? (hotel/motel/STR) Y=10 N=0
2. Does your event/project increase room stays during the Fall or early Spring? F=5 S=5
3. Does your event/project create visits or increase the amount of time spent in the area by improving the attractiveness of the community? Y=10 N=0
4. Does your event/project focus its marketing to bring in visitors from other states? Y=5 N=0
5. Does your event/project focus on attracting Oregonians to Oakridge during "peak season/" (June -August) Y=5 N=0
6. Does your event/project work with other organizations to market the Oakridge area within local, state and private agencies? Y=10 N=0
7. Is this a group travel tour or package? Y=5 N=0
8. Are you working with Travel Lane County? Y=10 N=0
9. Do you offer incentives to promote return visits? Y=10 N=0

TOTAL: 60 see attached *60*

*On a separate piece of paper please provide an explanation for each question you marked "yes." Please number your responses corresponding to the number as above. You **do not** need to meet all to be funded. Scores of 30 pts or more will qualify for funding.

Applicant or Group agrees to indemnify, defend and hold harmless the City and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributed in whole or in part to the acts or omissions of Applicant or Group, and Applicant's and or Group's officers, agents and employees, in performance of the Event or project.

Check here if your event requests Special Funding (see details above)

Signature: 

Date: 1/8/2024

January 2024 RTMP Application Questions Addendum Oakridge Westfir Chamber of Commerce Website

1. Y - The OW Chamber Website supports tourism opportunities in Oakridge and Westfir area by providing an overview of various destination highlights through our “Things to Do” section, along with a business directory and events calendar. Currently, Chamber Membership helps to pay for the website and their business listing, but the events calendar is open and free to the entire community. The Chamber would be open to making the business directory entirely free for local business participation should the City of Oakridge intend to fund the entire cost of the project.
2. Y Fall & Y Spring - The OWC is committed to helping create and promote events in both shoulder seasons, for both members and non-members, as well as any room stay specials or discounts for our Chamber members.
3. Y - The OWC promotes the existing Block Grant program to encourage city beautification and pride of place throughout our communities, as well as collaborates with businesses, the cities and other local organizations (like UBRA) to engage in active beautification and funding projects, as well as encourages the sharing of quality photographs of our area and activities on social media and other online outlets.
4. Y - All OWC marketing and promotion activities reach both within and beyond the borders of Oregon, thanks to the power of the internet and SEO optimization of online content, and collaborations with event organizers that bring people in from out of state.
5. Y - The OWC is active all year long in marketing and promotion of our area and attractions (see #4)
6. Y - The OWC works locally with the City of Oakridge, City of Westfir, SWFC, the Community Festival Association, the greater area and Lane County via TLC, Travel Oregon, RAIN Catalysts, Oakridge Trails Alliance, and many local festival and event promoters.
7. N
8. Y - The OWC works directly with Travel Lane County to help advance destination marketing objectives and would use the website to further communications supporting initiatives such as the Aufderheide Scenic Byway or opportunities for businesses to purchase ad space in the annual Travel Lane County Tourism Guide.
9. N – Currently, we do not advertise local lodging incentives, but could potentially work with local lodging and county destination marketing to secure a partnership discount incentive program for overnight stays and trip packages featuring our lodging, hospitality, and guide and outfitters, and relay that information as part of a new website feature and on our digital social media assets.

ADVERTISING PLAN

<https://oakridgechamber.com/>

<https://oakridgechamber.com/business-directory/>

<https://www.facebook.com/groups/oakridgewestfirchamber>

<https://www.facebook.com/oakridgewestfir.chamber/>

<https://www.instagram.com/oakridge.westfir/>

- Work with the City of Oakridge to cross promote our website resources relevant to tourism
- Work with Travel Lane County to promote the Chamber website through County and Statewide channels
- Quarterly After-Hours Events
- Revive the Oakridge Visitors Guide/Map in 2024 with online advertising and links to more information, and advertise the OW website as a resource in their annual Area Guide

BUDGET (see attached proposal)

To: Oakridge TRT/RTMP Committee

Fr: Oakridge Westfir Area Chamber of Commerce, Michelle Emmons, President

Re: 2024 TRT/RTMP Funding Request for the Oakridge Westfir Chamber Website

The Oakridge Westfir Area Chamber Board is requesting continued financial support from the Cities of Oakridge and Westfir to continue maintaining the Chamber's website and other general operations.

Oakridge Westfir Chamber of Commerce Website

www.oakridgechamber.com

WHY FUND THIS PROJECT?

The OW Chamber's website was overhauled after 2021 and relaunched in 2022 with a new look and feel to match the Chamber's rebranding process. Aside from the initial investment to create a website that provided an upgraded, more appealing visual representation, there are many other features of the site that provide relevant tourism information, and promotional value for the entire community, including:

Community Event Calendar: the OW Chamber Event Calendar is open to all community members and promoters of events in our local communities. Community Members provide content through an online interface, including graphics, date, timing and descriptive information that is published immediately. No Chamber membership is required. Furthermore, the calendar platform added new categories for Workshops and Classes, and works with both the Highway 58 Herald and Travel Lane County to streamline the cross-posting of local events.

Online Job Board: the OW Chamber online Job Board is also open to all community members, and again, can be populated by any community member with a need to solicit employment opportunities. This is especially helpful for seasonal employers in our area, that cater to the tourist shoulder seasons.

Promoting Local Attractions & Annual Celebrations: Visitors to the website are able to quickly navigate to a variety of seasonal opportunities to recreate outdoors and celebrate arts and culture by clicking on Things to Do in the Navigation Menu at the top of each webpage, for a quick overview of activities and annual events in the area.

Social Media Engagement: We have seen dramatically increase engagement on our website and social media platforms, including improved SEO (searchability and site hits), an increase in the number of "followers" and visitors, as well as an increase in positive responses and comments on the sites, from local residents and non-residents. The OW Chamber website, Facebook page, and other social media platforms provide an opportunity for local and outside networking & advertising, helping local businesses, residents, and tourists connect with services, events, "must see" destinations, and information on other attractions in the area.

Use of Funds in 2024:

- Maintain and continue to improve the OW Chamber website as a community-wide marketing resource to promote our area as a tourism destination.

- Continue to add and update content, automate membership renewals and new contributions, engaging the community via social media and regular newsletters, and continuing to improve and trouble-shoot the website maintenance and further development.
- Help connect visitors, residents, and businesses with resources in the community by expanding the business directory, and maintaining the event calendar and job board for community use.
- Provide cross-promotional value with Travel Lane County and the City of Oakridge by sharing out links to each organization’s websites and resources specifically dedicated to tourism promotion – such as a PDF version of the Travel Lane Tourism Guide.
- Continue to support the cities of Oakridge & Westfir by providing letters of support for grant applications, etc.

Oakridge Westfir Chamber of Commerce Website: 2024 Proposed Budget	
<u>Expenditures</u>	
Chamber Assn./Travel Lane Dues/Fees	\$150
Office Expenses	\$200
IT Contract (includes hosting, URL registration, technical maintenance)	\$2,000
Content Management (includes all digital assets connected to the website, including social media channels)	\$4,800
TOTAL EXPENDITURES	\$7,150
<i>Anticipated Westfir Grant</i>	<i>\$1,500</i>
TOTAL REQUEST FOR OAKRIDGE TRT/RTMP FUNDS	\$5,650

On behalf of the Oakridge Westfir Chamber of Commerce, we very much appreciate your consideration of our request and look forward to working with you all to help invigorate, strengthen, and grow a vital future for Oakridge & Westfir!



Michelle Emmons

Oakridge Westfir Chamber of Commerce President

cc: City of Oakridge, Oakridge Westfir Chamber of Commerce Board of Directors

Business of the City Council

City of Oakridge, Oregon

January 18, 2024

Agenda Title: Request for Reconsideration of Council's Directives on Committee Resolutions

Proposed Council Action: A motion from the floor to approve

Agenda Item No: 12.1

Exhibit(s): None

Author: CA

ISSUE:

On 11/2/23, City Council rejected and/or amended recommendations 1, 3, and 4 (highlighted below in yellow, with the amendments described in *italics*) of the Administration Advisory Committee's recommendations (by *unanimous* vote of the committee) for changes to all of the current committee Resolutions. Rejecting and/or amending these 3 recommendations will have multiple unintended consequences I would like to bring to Council's attention for possible reconsideration.

Specifically, if the City Council Representatives on Committees continue to be allowed to vote (but only in the event of a tie), it means they are considered a "voting member" of the committee and they are counted towards quorum. But by reducing the number of citizen members on committees from 6 to 5 (Recommendation #2), this means that there would be 6 total voting members on a committee (including the Council Representative), and thus quorum would remain at 4+ and voting would also require 4+ votes to pass anything, but the Council Representative can only vote if a vote on an issue was tied. In essence, this would require 4 of the 5 citizen members to be in attendance at every meeting and all 4 would have to vote in favor in order to pass anything, since the Council Representative can only vote to break a tie. There are 2 options to fix this:

OPTION 1 – Reject Recommendation #2 as well. This would result in committees continuing to have 6 citizens, rather than being reduced to 5. This would allow committees to have up to 3 members absent from a meeting and still meet quorum. If it is not rejected, committees could only have 2 members absent and meet quorum. Further, even if 3 committee members plus the City Council Representative attended the meeting (making the necessary 4 for quorum), even if all 3 citizen members voted in favor of something, it would not pass because 4 votes would be necessary to pass an item and the Council Representative would not be allowed to vote because they can only vote when a vote on an issue is *tied*, and a 3-0 vote is not a tie. Rejecting recommendation #2 would also result in a City Councilor only having 1/7 of the total voting power on the committee, rather than 1/6. If #2 is rejected, Recommendation #5 would also need to be amended to remove the words "of the 5."

OPTION 2 - The only other option to fix these issues would be for Council to reconsider their previous rejection of Recommendation #1 and accept it instead. This would result in City Council representatives on Committees *not* being allowed to vote and thus also *not* being counted for the purposes of achieving quorum. Quorum would then be reduced to 3+ of the 5 citizen members on the committee.

1. Remove the voting power from the Council Representative (except for the Audit Committee), even in the case of a tie vote by the citizen members. *(Note: Council voted to reject this recommendation and continue to allow the Council Representative to be a voting member on every committee, but they can only vote in the event of a tie.)*
2. Reduce the number of voting citizen members on each committee (except the Audit committee) from 6 to 5, but allow any citizen members who are currently serving on committees that are full (only the OEDAC, Parks & Community Services, and maybe the Library Board are currently full) to remain voting members on the committee until a committee member quits or their term expires, at which point the seat will not be filled.
3. Reduce quorum to 3 voting members. *(Note: Allowing the Council Representative to be a voting member on committees would require quorum to remain at 4+.)*
4. Change the voting requirement to take action to: "A simple majority vote from the voting members in attendance at a meeting." *(Note: Council voted to amend this recommendation by changing "in attendance" to "on the committee.")*
5. Allow up to 2 of the 5 citizen members to reside outside city limits (but still in the 97463 or 97492 zip codes).
6. Add "Any committee member may add an item to the meeting agenda at any time" to the "Quorum and Rules" section.
7. Update the "Conduct" Section of the Audit & TRT/RTMP Committees to match the other committees.
8. Renumber and reword the "Responsibilities" Sections for uniformity.
9. Add "Members of the committee cannot vote on RTMP or TRT funding applications from organizations or groups they are members of." to the "Quorum & Rules" Section of the RTMP/TRT Committee.
10. Remove the "Public Works Director" as a required non-voting member of the Public Safety Committee.
11. Correct minor scrivener's errors/typos (such as changing Community Services Director to Community Development Director).

FISCAL IMPACTS: None

RECOMMENDATION (by the Admin Committee): Option 2

OPTION 1 RECOMMENDED MOTION: *"I move to reject recommendation #2 and to amend recommendation #5 by removing the words "of the 5"."*

OPTION 2 RECOMMENDED MOTIONS: 1. *"I move to rescind Council's previous motion made on 11/2/23 regarding the Administration Advisory Committee's recommendations for changes to committee Resolutions."*

2. *"I move to accept all of the Administration Advisory Committee's recommendations for changes to committee Resolutions, except for recommendations 3 and 4."*

STRATEGIC THEMES/GOALS INVOLVED: All

Business of the City Council

City of Oakridge, Oregon

January 18, 2024

Agenda Title: Resolution 01-2024 (a Resolution finalizing the sale of the Verizon lease to Tower Point LLC) – 1st Reading

Proposed Council Action: A motion from the floor to approve

Agenda Item No: **14.1**

Exhibits: Resolution 01-2024, Master Lease Agreement with TowerPoint, Sellers Settlement Statement, Letter of Interest signed 11/20/23

Author: CA

ISSUE:

On 11/16/23, City Council voted to approve the sale of the Verizon lease to Tower Point LLC for \$433,000.00. Since then, the CA and the City Attorney have been working with Tower Point on the contracts to finalize the sale. Recently, the title company has informed us that they require a Resolution to be passed for the sale to go through.

The attached draft Resolution was drafted by Tower Point, then edited and approved by the CA and City Attorney. The draft Master Lease Agreement with Tower Point and the the draft Sellers Settlement Statement, and the Letter of Interest signed on 11/20/23 are also attached as Exhibits. Adam Thompson, the Director of Acquisitions for TowerPoint, will be available online to answer any questions.

A Resolution requires 2 readings at 2 different City Council meetings for passage, unless the reading on the 1st vote is unanimous. If the 1st vote is *not* unanimous, a City Council Special Session will need to be set for next **Wednesday January 24th at 6pm**, for the sale to be finalized by the end of this month (January). If it is not passed in January, all of the documents will need to be revised to reflect different dates and the additional month of payment we will have received from Verizon, and then passed in February.

FISCAL IMPACTS: \$433,000.00

OPTIONS: Approve, deny, or modify the request

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION 1: *“I move to approve the 1st Reading of Resolution 1-2024, finalizing the sale of the Verizon Lease to Tower Point.”*

RECOMMENDED MOTION 2 (only if the vote on the 1st reading is unanimous): *“I move to approve and adopt Resolution 1-2024, after a 2nd Reading by title only.”*

STRATEGIC THEMES/GOALS INVOLVED:

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

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

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

RESOLUTION NO. 01-2024

A RESOLUTION APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF OAKRIDGE AND TPA VII, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF OAKRIDGE TO SIGN SAID MASTER LEASE AGREEMENT ON BEHALF OF THE CITY OF OAKRIDGE TO EXECUTE ALL CLOSING DOCUMENTS RELATED TO SUCH MASTER LEASE AGREEMENT

WHEREAS, pursuant to the provisions of ORS 271.390 and the Oakridge City Charter, the City of Oakridge has the authority to purchase, lease, receive, hold and enjoy real property and further have the authority to control, lease, sublease, convey, or otherwise dispose of real property; and

WHEREAS, pursuant to the provisions of the Oakridge City Charter, the City Administrator is granted the authority to sign all written contracts entered into by the City and the authority to sign all conveyances made by the City; further the City Administrator is authorized to acknowledge the execution of all instruments executed by the City which required acknowledgment; and

WHEREAS, on the **16th** day of **November, 2023**, the City Council of the City of Oakridge approved the sale of its interest in a telecommunications lease agreement with Verizon to Tower Point Acquisitions, LLC, and authorized the City Administrator to enter negotiations with Tower Point to finalize the sale by granting a Telecommunications Master Lease as to the City's interest in the existing cell tower site ("the site") located at 76236 Fish Hatchery Rod, Oakridge, Oregon; and

WHEREAS, the City Administrator has negotiated the terms of a Master Lease Agreement for the site and has executed a Letter of Intent dated **November 20, 2023**, with Tower Point Acquisitions, LLC, to transfer the City's interest in the site to TPA VII, LLC.

NOW THEREFORE, BE IT HEREBY RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OAKRIDGE, OREGON, as follows:

Section 1. The Council of the City of Oakridge hereby approves the execution of a Master Lease Agreement by and between the City of Oakridge and TPA VII, LLC, a Delaware, Limited Liability Company, in the form presented.

Section 2. The City Administrator of the City of Oakridge, James Cleavenger, is hereby authorized to execute said Master Lease Agreement on behalf of the City of Oakridge.

Section 3. The City Administrator of the City of Oakridge, James Cleavenger, is hereby authorized to execute on behalf of the City of Oakridge all closing documents required to close the transaction described in the Master Lease Agreement and the Letter of Intent.

Section 4. The provisions of this Resolution shall become effective immediately upon adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakridge, that this Resolution be adopted in its entirety.

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

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

Signed: _____
Bryan Cutchen, Mayor

Attest: _____
Jackie Taylor, City Recorder

Ayes:

Nays:

APPROVED AS TO FORM:

Matthew Dahlstrom, City Attorney

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: TOR920587 _____

Prepared by:
John Coughlin
TPA VII, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT ("Agreement") is made and shall be effective on the ____ day of _____, 2024 ("Effective Date"), by and between CITY OF OAKRIDGE, an Oregon municipal corporation ("Grantor") and TPA VII, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 76236 Fish Hatchery Road, Oakridge, Oregon 97463, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and the tenants listed in Exhibit B (collectively the "Telecom Tenants", and each individually, a "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (collectively the "Telecom Tenant Leases" and each, individually, a "Telecom Tenant Lease").
- 2. Grant of Master Lease.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants, conveys and leases unto Grantee, its successors and assigns, an exclusive master lease (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the master lease area (as described herein in Exhibit C), seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the master lease area, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively the "Master Lease Premises" as further described in Exhibit C). Grantor shall permit Grantee, its lessees, sublessees, licensees, successors and assigns to use the Master Lease Premises for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease

(“Permitted Use”). Grantor represents that there is no pending or threatened action that would adversely affect Grantor’s ability to enter into this Agreement or grant the master lease and that entering into this Agreement will not violate or conflict with any provision of Grantor’s organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Master Lease Premises during the term of this Agreement without any disturbance of Grantee’s possession or Permitted Use hereunder. Grantee acknowledges that New Cingular Wireless PCS, LLC (“AT&T”) is a tenant of the tower located on the Master Lease Premises, and further Grantee agrees that AT&T’s tenancy does not constitute any disturbance of Grantee’s peaceful and quiet possession of the Master Lease Premises.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the master lease shall be for ninety-nine (99) years (the “Term”) and this Agreement and the master lease shall terminate on _____, 2123. Upon notice to Grantor as provided herein, Grantee may surrender the Master Lease Premises to Grantor and execute such documents reasonably required to terminate the Agreement and the master lease. Grantor may not unilaterally terminate the Agreement or Grantee’s possession of the Master Lease Premises, but if the Master Lease Premises is not used for the Permitted Use for a period of five (5) years the Master Lease Premises shall be deemed abandoned and this Agreement and the master lease shall terminate upon Grantor’s notice of such default to Grantee as provided herein. **Sections 12 and 13** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor’s right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term hereof. Except as provided herein, Grantee agrees to assume all of Grantor’s rights and obligations under the Telecom Tenant Lease. If any Telecom Tenant is obligated under the applicable Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees if Grantee is provided any such fees, Grantee shall promptly distribute said fees to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Master Lease. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord’s interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor’s knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease.** If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Master Lease Premises to a replacement telecommunications tenant (“Replacement Telecom Tenant”) on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Master Lease Premises rather than locating on other portions of the Parent Property (“Replacement Telecom Tenant Lease”).
5. **Rent Sharing.** When a new telecommunications tenant (“Rent Share Tenant”), other than a Replacement Telecom Tenant, executes a lease for space within the Master Lease Premises outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50%) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Master Lease Premises in an amount equal to the rent scheduled in the existing Telecom Tenant Lease

and any Replacement Telecom Tenant Lease, including scheduled escalators. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 5**.

- 6. Right of First Refusal.** Grantor grants to Grantee the right to acquire through assignment, purchase, or other means any lease or similar conveyance for telecommunications purposes in which Grantor retains an interest outside the Master Lease Premises ("Grantor's Lease"). Grantor grants to Grantee the right to acquire through assignment, purchase, or other means of ownership for the existing tower or any replacement thereof located within the Master Lease Premises ("Grantor's Tower"). Grantor shall deliver to Grantee, a copy of any offer to purchase an interest in Grantor's Lease or Grantor's Tower. Grantee shall have fifteen (15) business days to match the terms of any offer by delivering written notice of Grantee's intent to match the offer.
- 7. Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and Telecom Tenant, Replacement Telecom Tenant and/or Rent Share Tenant (collectively, "Master Lease Tenants" or individually, a "Master Lease Tenant") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Master Lease Tenants. Grantor shall not interfere with any construction in the Master Lease Premises so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Master Lease Premises in a way which materially interferes with the operations of the Master Lease Tenants who shall have peaceful and quiet possession and enjoyment of the Master Lease Premises. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Master Lease Tenants to use or lease space in direct competition with Grantee's master lease.
- 8. Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments subject to the consent requirements of this section. Grantee and Grantor hereby expressly agree that Grantee has the right, (i) in its sole discretion and without the prior consent of Grantor, to assign its interest in this Agreement to any person or entity (a) with a net worth or market capitalization comparable to that of Grantee, (b) that is a wireless telecommunications provider, (c) whose primary business is the operation of telecommunications tower sites or rooftop antenna sites on a national scale, or (d) that controls, is controlled by or is under common control with Grantee; and (ii) to assign its interest in this Easement to any other person or entity with the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall not assign any interest in this Agreement to any person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement then Grantee will be relieved of all obligations and liabilities hereunder. Grantee or the assignee shall provide Grantor written notice of the name and contact information for the assignee within thirty (30) days of any such assignment. An assignment of this Agreement shall not be deemed a termination.
- 9. Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Master Lease Premises, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior

to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. Grantee shall use commercially reasonable efforts to enforce the tax payment obligations of Easement Tenants as such may appear under the applicable Easement Tenant lease. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Notwithstanding the above provisions of this Section, any lien, encumbrance or obligation against the Parent Property or Master Lease Premises resulting from or related to work performed by Grantee, or at Grantee's direction, shall be the sole responsibility of Grantee, and any such lien, encumbrance or obligation shall be promptly paid in full by Grantee. Grantee shall pay all taxes assessed against any Equipment that Grantee installs on the Parent Property.

10. Insurance. During the Term of this Agreement, Master Lease Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease. Should Grantee require entry on the Parent Property, Grantee shall maintain insurance coverage in the following amounts: Workers' Compensation Insurance in the applicable state statutory limits and commercial general liability insurance of \$1,000,000 per occurrence \$2,000,000 in the aggregate with Grantor named as an additional insured. Grantee may satisfy these requirements by obtaining the appropriate endorsement to any master policy of liability insurance that Grantee may maintain, and Grantee shall furnish a Certificate of Insurance to Grantor, as applicable.

11. Subordination and Non-Disturbance. Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Master Lease Premises shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Master Lease Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Parent Property and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

12. Mutual General Indemnification. Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

13. Environmental Representations and Indemnification.

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or

shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Master Lease Premises in violation of any applicable federal, state or local environmental laws.

- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

14. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages. Nothing contained herein shall be deemed to prevent Grantor from seeking a separate claim for damages against Easement Tenant.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under a Master Lease Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

15. Miscellaneous.

- a. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Master Lease Premises is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term of this Agreement.
- b. Bankruptcy. Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.

- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Master Lease Premises in whole or in part, Grantee shall be entitled to receive any insurance proceeds from Grantee's insurance policies or condemnation award attributable to the value of the Master Lease Premises and Grantor shall be entitled to receive any insurance proceeds from Grantor's insurance policies or condemnation award attributable to the value of the remainder of the Parent Property.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: CITY OF OAKRIDGE

James Cleavenger, City Administrator

Grantor Notice Address:
Post Office Box 1410
Oakridge, Oregon 97463

STATE OF _____ }
COUNTY _____ } ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared James Cleavenger, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as City Administrator of CITY OF OAKRIDGE.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA VII, LLC

Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:
TPA VII, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:
TPA VII, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA VII, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Land referred to herein below is situated in the County of Lane, State of Oregon, and is described as follows:

THAT CERTAIN PARCEL LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF OAKRIDGE, LANE COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE BRASS-CAPPED QUARTER SECTION CORNER BETWEEN SECTIONS 15 AND 22 OF THE ABOVE DESCRIBED TOWNSHIP AND RANGE; THENCE SOUTH 02°31'42" WEST 1,828.47 FEET; THENCE NORTH 87°28'18" WEST 468.99 FEET; THENCE NORTH 05°32'43" EAST 184.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 05°32'43" EAST 145.13 FEET; THENCE SOUTH 87°27'17" EAST 374.97 FEET; THENCE SOUTH 05°32'43" WEST 145.13 FEET; THENCE NORTH 87°27'17" WEST 374.97 FEET TO THE TRUE POINT OF BEGINNING

EXHIBIT B

TELECOM TENANT LEASE

That certain Lease Agreement dated September 7, 2001, by and between The City of Oakridge, Oregon, a Municipal Corporation and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, as amended by that certain First Amendment to Lease Agreement dated March 31, 2023, by and between The City of Oakridge, Oregon, a Municipal Corporation and Cellco Partnership d/b/a Verizon Wireless

EXHIBIT C

MASTER LEASE PREMISES DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant Lease Tenant's (or Tenants') equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the existing Master Lease Tenant(s) that is currently outlined in the existing Telecom Lease Tenant Lease(s) referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any Telecom Tenant equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease area under the Telecom Tenant Lease including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

That certain portion of the Parent Property located at what is commonly known as 76236 Fish Hatchery Road, Oakridge, Oregon 97463, that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto, together with the fenced tower compound area that is depicted on Exhibit C-1.

Expanded Easement Area

That certain additional lease area measuring the equivalent total of five hundred (500) square feet in a location to be determined by the telecommunications tenant collocating on the Parent Property described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

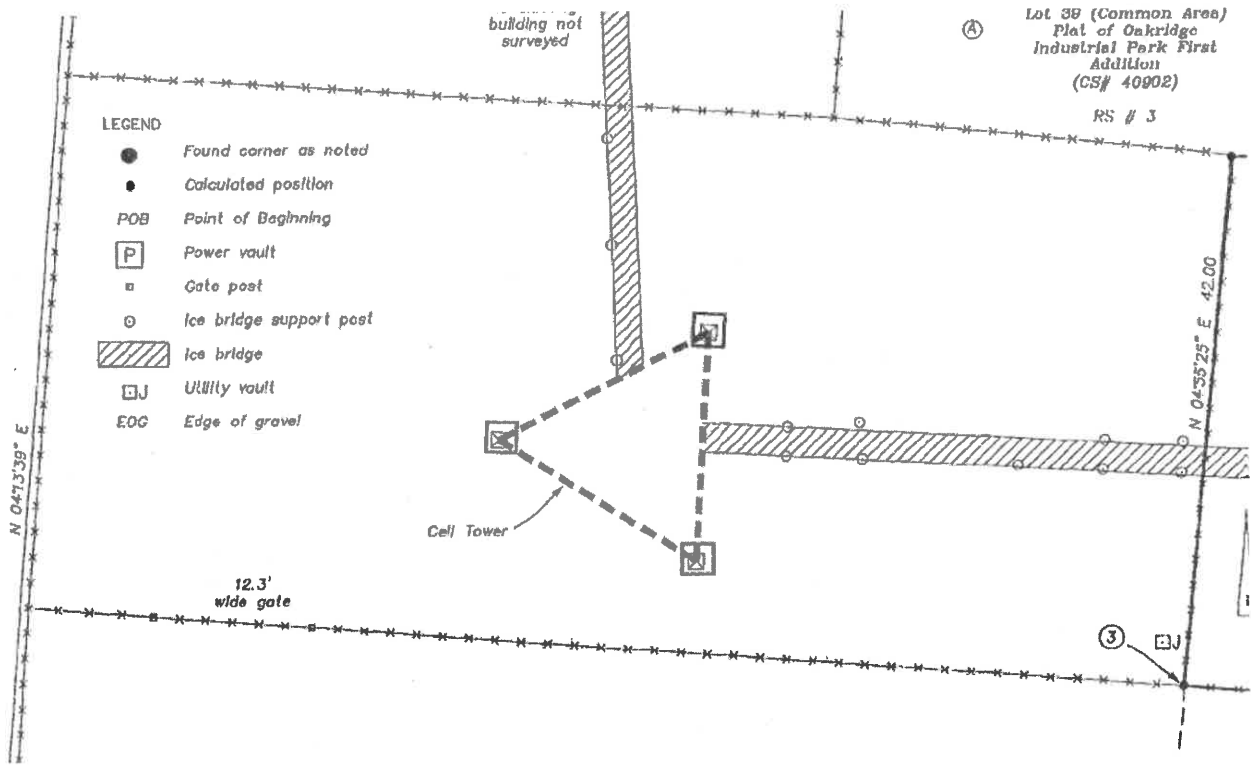
NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the existing lease area under the Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Master Lease Premises, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal Parent Property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Master Lease Premises and any related activities and uses.

Access. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, all rights of ingress and egress to and from the Master Lease Premises, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to Fish Hatchery Road, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Master Lease Premises and any related activities and uses.

EXHIBIT C-1





Title Vest Agency, LLC

110 E. 42nd Street, 10th Floor • New York, NY 10017

Office Phone:(212)757-5800 Office Fax:(212)757-0466

Seller's Final Settlement Statement

Property Address: 76236 Fish Hatchery Road,
Oakridge, OR 97463

File No: TOR920587

Officer: Joseph Mangus/bh

Settlement Date: 01/25/2024

Disbursement Date: 01/25/2024

Print Date: 01/16/2024, 12:36 PM

Buyer: TPA VII, LLC

Address:

Seller: City Of Oakridge OR

Address:

Charge Description	Seller Charge	Seller Credit
Consideration:		
Total Consideration		433,000.00
Prorations:		
Per Diem Rent (\$72.58 x 7 days) @\$72.58/day	508.06	
February 2024 @\$2,250.00/mo	2,250.00	
March 2024 @\$2,250.00/mo	2,250.00	
Title/Escrow Charges to:		
Record to Lane County Clerk Deeds and Records	215.00	
Record Easement to Lane County Clerk Deeds and Records	215.00	
Cash (X To) (From) Seller	427,561.94	
Totals	433,000.00	433,000.00

By signing this Settlement Statement, the landlord hereby agrees to the aforementioned information, which includes, but is not limited to, Purchase Price, per diem rent, and all other charges.

Your signature indicates your acknowledgement that any rent checks received by you following the Closing Date, other than that which may be pro-rated above, are the property of TPA VII, LLC, and you agree to forward same to the Remittance Address above immediately upon receipt.

SELLER(S):

City Of Oakridge OR

By: _____

Name: James Cleavenger

Title: City Administrator

Initials: _____

Exhibit A

Site Location and Lease Terms

Site Location: 76236 Fish Hatchery Rd, Oakridge, Oregon 97463

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
Verizon	\$2,250.00	Monthly	10%	Term	03/01/2028

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Master Lease in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

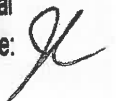
Initial Here: 

Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Completed Landlord Request for Information (RFI) attached hereto as Exhibit C.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Master Lease Agreement ("Master Lease") to be provided under separate cover (to be finalized in a mutually agreeable Master Lease) or return the Master Lease with each page initialed showing approval of the form Master Lease.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.


Initial
Here: 

Exhibit C



Landlord Request for Information

EIN for Landlord (if an entity): 93 6002227

If Landlord is a natural person, then please circle marital status: Single or Married

(Please note: if Landlord is a natural person, we will collect their taxpayer identification number prior to closing to include in the closing documents.)

Access Contact for Site Inspection	Attorney Contact Information
Name: <u>James Cleavenger</u>	Name: _____
Title: <u>City Administrator</u>	Phone: _____
Phone: <u>541-782-2258</u>	Email: _____
Mobile Phone: <u>503-990-9368</u>	
Email: <u>cityadministrator@ci.dakridge.or.us</u>	

Mortgage/Line of Credit (if none, please indicate below)	
Please check here if there is no mortgage and no line of credit: _____	
Primary Mortgage	Secondary Mortgage (if applicable)
Lender Name: <u>NONE</u>	Lender Name: <u>NONE</u>
Lender Contact: _____	Lender Contact: _____
Lender Contact Title: _____	Lender Contact Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Line of Credit	
Lender Name: <u>NONE</u>	
Lender Contact: _____	
Lender Contact Title: _____	
Phone: _____	
Fax: _____	
Email: _____	

Submitted by: Adam Thompson, Ph: +18584375182, Email: adam.thompson@towerpoint.com

16.1 - Finance Report

The December 2023 Finance Report is currently unavailable due to errors found in the Asyst accounting software. Finance Director Colleen Shirley has been attempting to contact Asyst to correct these errors and she will provide the December 2023 Finance Report to Council and the public as soon as it becomes available. The city has been experiencing many issue with the Asyst software and is in the process of switching providers of this software and service to Casselle.



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

OAKRIDGE POLICE DEPARTMENT DECEMBER 2023 STAFF REPORT

December 2023 Police Calls for Service*:

Total Case Reports – 16

Total Incident Reports – 212

Arrests – 6

Ordinance 873 Violations – 1

Police Officer Hold – 0

Oakridge

Case Reports - 16

Incident Reports - 194

Westfir

Case Reports - 0

Incident Reports - 7

Contract Hours – 6.4

Lowell

Case Reports - 0

Incident Reports - 11

Contract Hours – 47.25

Court Fines:

Oakridge Municipal - \$3,941

Lowell Municipal - \$ 1,390

Lane County Circuit Court - \$ Pending

Community Policing – Shop With A Cop

See the attached "December 2023 Police Calls For Service" for more details on calls



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

OAKRIDGE POLICE DEPARTMENT 2023 YTD

2023 Police Calls for Service:

Total Case Reports – 284

Total Incident Reports – 3417

Oakridge

Case Reports - 270

Incident Reports - 2967

Westfir

Case Reports - 13

Incident Reports - 202

Contract Hours – 163.75

Lowell

Case Reports - 1

Incident Reports - 248

Contract Hours – 578.75

Court Fines:

Oakridge Municipal - \$164,967

Lowell Municipal - \$ 12,260

Lane County Circuit Court - Pending

Date	Time In	Media
12/1/2023	1300	Loc/Rainbow Rd. Report of trespass
12/1/2023	2030	Loc/Rainbow Rd. Agency Assist - DHS
12/2/2023	1100	Loc/Hwy 58 Report of suspicious conditions
12/2/2023	1147	Loc/Hwy 58 Request for welfare check
12/2/2023	1433	Loc/Beech St. Request for welfare check
12/2/2023	1450	Loc/Hills St. Agency Assist - LCSO
12/2/2023	1557	Loc/Berry St. Report of dispute
12/2/2023	2011	Loc/School St. Traffic warning for no lights
12/3/2023	0000	Loc/Harris St. Report of dispute
12/3/2023	1420	Loc/Jasper Dr. Report of suspicious conditions
12/3/2023	1450	Loc/Fir St. Citizen contact
12/4/2023	0802	Loc/Ash St. Citizen Assist
12/4/2023	0818	Loc/Ash St. Agency Assist -DMV
12/4/2023	0853	Loc/Ash St. Citizen Assist
12/4/2023	1024	Loc/Ash St. Citizen Assist
12/4/2023	1134	Loc/Sanford St. Request for welfare check
12/4/2023	1225	Loc/Ash St. Citizen Assist
12/4/2023	1325	Loc/Ash St. Citizen Assist
12/4/2023	0900	Loc/Hills St. Citizen contact

Date	Time In	Media
12/4/2023	0619	Loc/High Leah Dr. Report of suspicious conditions
12/4/2023	1430	Loc/Berry St. Report of suspicious conditions
12/4/2023		Loc/Ash St. Agency Assist - LCSO
12/4/2023	1520	Loc/1st St. Traffic for Speed in School Zone 26/20
12/4/2023	1550	1st St. Traffic for Speed in School Zone 29/20
12/4/2023	1616	Loc/1st St. Report of alarm complaint
12/4/2023	1702	Loc/Sunset Ave. Report of illegal burn
12/4/2023	1830	***
12/4/2023	1857	Loc/School St. Report of suspicious conditions
12/5/2023	0452	Loc/Berry St. Report of assault
12/5/2023	0834	Loc/McFarland Rd. Report of wildlife complaint
12/5/2023	0827	Loc/Hwy 58 Report of suspicious conditions
12/5/2023	1141	Loc/Fish Hatchery Rd. Agency Assist - UPRR
12/5/2023	1347	Loc/Hwy 58 Report of driving complaint
12/5/2023	1506	Loc/Ash St. Citizen Assist
12/5/2023	1635	Loc/Hwy 58 Report of trespass
12/5/2023	1727	Loc/Berry St. Arrest/Assault IV, Menacing: Slover, Gerald
12/5/2023	2000	***
12/6/2023	1009	Loc/Ash St. Report of theft

Date	Time In	Media
12/6/2023	1107	Loc/Ash St. Citizen Assist
12/6/2023	1128	Loc/Fairy Glen Dr. Report of code complaint - illegal parking
12/6/2023	1451	Loc/Sunset Report of neighbor dispute
12/6/2023	1620	Loc/E Meadow Way Report of code violation - illegal parking
12/4/2023		Loc/Ash St. Citizen contact
12/6/2023		Loc/Hwy 58 Report of trespass
12/5/2023		***
12/6/2023		Loc/Alder St. Report of dispute
12/6/2023	1711	Loc/Chubb Ct. Report of suspicious conditions
12/7/2023		Loc/Ash St. Citizen contact
12/6/2023	1800	Loc/Chubb Ct. Report of suspicious conditions
12/6/2023	2106	Loc/Berry St. Request for welfare check
12/7/2023		Loc/Fairy Glen Dr. Report of suspicious conditions
12/7/2023	1536	Loc/Elm St. Request for welfare check
12/7/2023		Loc/Hills St. Report of suspicious conditions
12/7/2023	1339	Loc/Rainbow Rd. Report of theft
12/7/2023	1629	Loc/Fir St. Citizen contact
12/7/2023	1636	Loc/Ash St. Citizen Assist
12/7/2023	1650	Loc/Fairy Glen Report of burglary

Date	Time In	Media
12/7/2023		Loc/Paddock Lane Report of trespass
12/7/2023		Loc/Berry St. Report of dispute
12/7/2023	2300	***
12/8/2023	1235	Loc/Ash St. Citizen contact
12/8/2023	1310	Loc/Elm St. Request for welfare check
12/8/2023	1349	Loc/Berry St. Report of dispute
12/8/2023	1435	***
12/8/2023	1447	Loc/Hills St. Report of suspicious conditions
12/8/2023	1814	Loc/Berry St. Report of dispute
12/8/2023	1915	Loc/Westfir Oakridge Rd. Report of suspicious vehicle
12/8/2023	2110	Loc/Westfir Oakridge Rd. Report of reckless driving
12/9/2023	0921	Loc/Hwy 58 Report of disorderly subject
12/9/2023	1315	Loc/Y Dr. Report of suspicious vehicle
12/9/2023	1540	Loc/Paddock Lane Report of trespass
12/9/2023	1725	Loc/Hwy 58 Report of alarm
12/9/2023	1740	Loc/Hwy 58 Traffic for fail to obey traffic control device
12/9/2023	1227	***
12/10/2023	1127	Loc/Hwy 58 Report of suspicious conditions
12/10/2023	1314	Loc/Ash St. Citizen contact

Date	Time In	Media
12/10/2023	1415	***
12/10/2023	1440	Loc/Fairy Glen Dr. Citizen contact
12/11/2023	0800	***
12/11/2023	1105	Loc/Ash St. Citizen Assist
12/11/2023	1128	Loc/Ash St. Report of missing person
12/11/2023	1151	Loc/High Leah Dr. Report of suspicious conditions
12/11/2023	1519	Loc/2nd St. Report of suspicious conditions
12/11/2023	1635	Loc/Y Dr. Report of trespass
12/11/2023	1624	Loc/Hwy 58 Report of trespass
12/11/2023	1924	Loc/Hwy 58 Report of trespass
12/11/2023	2134	Loc/Hwy 58 Report of suspicious conditions
12/11/2023	2254	Loc/Hwy 58 Report of trespass
12/11/2023	2315	Loc/Maple St. Report of code violation - noise
12/12/2023		Loc/Teller Rd. Report of barking dog
12/12/2023		Loc/Ash St. Citizen contact
12/12/2023		Loc/Y Dr. Report of suspicious conditions
12/12/2023	1545	Loc/2nd St. Report of motor vehicle accident
12/11/2023	2001	Loc/Hwy 58 Traffic for Fail to use lights
12/13/2023	1033	Loc/Fern St. Report of found property

Date	Time In	Media
12/13/2023	1537	Loc/Hwy 58 Report of Hit & Run
12/13/2023	1033	Loc/Jasper St. Report of suspicious conditions
12/13/2023	1546	Loc/1st St. Report of fraud
12/13/2023	1645	Loc/Hwy 58 Report of Hit & Run
12/14/2023	0930	***
12/14/2023	0839	Loc/Hills St. Report of code complaint - abandoned vehicle, illegal parking
12/14/2023	1400	Loc/Elgin St. Report of suspicious conditions
12/14/2023	1430	***
12/14/2023	1554	Loc/Ash St. Citizen contact
12/14/2023	1619	Loc/Hwy 58 Report of hit & run
12/14/2023	1956	Loc/Hwy 58 Report of trespass
12/15/2023	1257	Loc/Ash St. Citizen Assist
12/15/2023	1300	Loc/Ash St. Citizen assist
12/16/2023	1504	Loc/Hwy 58 Report of suspicious conditions
12/16/2023	1534	Loc/Berry St. Report of animal complaint
12/15/2023	1832	Loc/Union St. Citizen contact
12/15/2023	2308	Loc/Hwy 58 Report of dispute
12/16/2023	1158	Loc/1st St. Report of alarm
12/16/2023	1253	Loc/Hills St. Report of code complaint - illegal parking

Date	Time In	Media
12/16/2023	1318	Loc/Westfir Rd. Report of Motor Vehicle Crash
12/16/2023	1358	Loc/Hwy 58 Report of found property
12/16/2023	1440	Loc/2nd St. Citizen contact
12/16/2023	1630	Loc/Hwy 58 Report of driving complaint
12/16/2023	1800	Loc/Hwy 58 Agency Assist - OFD
12/16/2023	1815	Loc/Hwy 58 Agency Assist - OFD
12/16/2023	2015	Loc/Hwy 58 Traffic for Speed 61/35
12/16/2023	2307	Loc/Cline St. Report of suspicious conditions
12/17/2023	0430	Loc/Teller Rd. Report of noise complaint
12/17/2023	2234	Loc/Hwy 58 Report of suspicious conditions
12/19/2023	1044	Loc/Ash St. Report of lost property
12/20/2023	1622	Loc/Cline St. Report of code complaint - illegal parking
12/20/2023	1153	Loc/Sunset Ave. Report of driving complaint
12/18/2023	1200	Loc/2nd St. Report of dog at large
12/18/2023	1352	Loc/Spur Ave. Report of burglary
12/18/2023	2008	Loc/Chubb Ct. Report of suspicious conditions
12/18/2023	2250	Loc/Portal Dr. Report of dispute
12/19/2023	1530	Loc/Westfir Rd. Request for welfare check
12/19/2023	1435	Loc/Hwy 58 Report of trespass

Date	Time In	Media
12/19/2023	1450	Loc/Walnut St. Report of trespass
12/19/2023	1500	Loc/1st St. Report of theft
12/19/2023	1630	Loc/2nd St. Report of offensive littering
12/19/2023	2105	Loc/Hwy 58 Report of trespass
12/20/2023	1330	Loc/Ash St. Report of burglary
12/20/2023	1541	***
12/20/2023	2310	Loc/Cline St. Report of code complaint - noise
12/21/2023	1150	Loc/Ash St. Citizen Assist
12/21/2023	1345	***
12/21/2023	1415	Loc/ Portal Dr. Citizen contact
12/21/2023	1426	Loc/2nd St. Report of code complaint - illegal parking
12/21/2023	1650	Loc/School St. Report of code complaint - illegal parking
12/21/2023	1708	***
12/21/2023	1730	***
12/21/2023	2045	Loc/Hwy 58 Report of vehicle fire
12/22/2023	1200	Loc/Berry St. Agency Assist - LCSO
12/22/2023	1210	Loc/Hills St. Report of code complaint - illegal parking
12/22/2023	1235	Loc/Ash St. Report of missing person
12/22/2023	1440	***

Date	Time In	Media
12/22/2023	1520	***
12/23/2023	1425	Loc/Ash St. Citizen contact
12/23/2023	1507	Loc/Hazel St. Report of theft
12/23/2023	1800	Loc/2nd St. Report of code complaint - illegal parking
12/23/2023	1850	Loc/Commercial St Report of code violation - illegal parking
12/26/2023	1219	Loc/Ash St. Citizen contact
12/26/2023	1244	Loc/Fern St. Report of suicidal subject
12/26/2023	1405	***
12/26/2023	1535	***
12/26/2023	1555	Loc/Ash St. Report of found property
12/26/2023	1711	Loc/Ash St. Citizen contact
12/26/2023	1717	Loc/Hwy 58 Report of theft
12/26/2023	1720	Loc/Riverview St. Report of code complaint - noise
12/26/2023	1908	Loc/Rainbow Rd. Report of fraud
12/27/2023	0819	Loc/Fern St. Report of suicidal subject
12/27/2023	1156	Loc/Christel Lane Report of hit & run
12/27/2023	1439	Loc/LaDuke Rd. Report of illegal dumping
12/27/2023	1655	Loc/Ash St. Agency Assist - OSP
12/27/2023	2038	Loc/1st St. Report of suspicious conditions

Date	Time In	Media
12/27/2023	2138	Loc/Hills St. Report of dispute
12/28/2023	0829	Loc/Pine St. Report of code complaint - illegal parking
12/28/2023	1020	Loc/2nd St. Report of illegal burn
12/28/2023	1054	Loc/Ash St. Citizen Assist
12/28/2023	1128	Loc/Crestview St. Report of attempted burglary
12/28/2023	1205	Loc/Ash St. Citizen Assist
12/28/2023	1309	Loc/Hansen St. Citizen Assist
12/28/2023	1313	Loc/Jasper Dr. Report of code complaint
12/28/2023	1337	Loc/Hwy 58 Report of illegal camping
12/28/2023	1420	Loc/Portal Dr. Citizen contact
12/28/2023	1452	Loc/Hyland Ranch Rd. Report of fraud
12/28/2023	1613	Loc/2nd St. Report of incomplete 9-1-1
12/28/2023	1640	Loc/School St. Report of abandoned vehicle
12/28/2023	1700	Loc/Cline St. Report of code complaint - illegal parking
12/28/2023	1845	***
12/28/2023	2152	Loc/Hwy 58 Warrant Arrest/Lawson, Gerald
12/24/2023	1600	Loc/School St. Report of code complain - illegal parking
12/24/2023	1630	Loc/Fairy Glen Report of code complaint - illegal camping
12/24/2023	1650	Loc/School St. Report of code complaint - abandoned vehicle

Date	Time In	Media
12/24/2023	1730	***
12/29/2023	1130	Loc/Rainbow Rd. Report of suicidal subject
12/24/2023	2133	Loc/Fern St. Death Investigation
12/29/2023	1800	Loc/Hwy 58 Report of motor vehicle crash
12/30/2023	2030	Loc/Hwy 58 Report of dispute
12/31/2023	1600	***
12/31/2023	1653	Loc/Rainbow Rd. Report of theft
12/31/2023	1745	Loc/Y Dr. Citizen contact
12/31/2023	1900	***
12/31/2023	2125	Loc/Fairy Glen Dr. Report of suspicious conditions
12/31/2023	2340	Loc/Sunset Ave. Report of suspicious conditions
12/14/2023	0730	***
12/14/2023	0830	***
12/14/2023	2000	***
12/29/2023		***
12/31/2023		Loc/Roaring Rapids Report of burglary
12/31/2023	1400	***
12/31/2023	1445	Loc/Pioneer St., Lowell Traffic for Speed 35/25
12/31/2023	1504	Loc/Pioneer St., Lowell Traffic for Speed 42/25

Date	Time In	Media
12/31/2023		Loc/Pioneer St., Lowell Traffic for Speed 48/25
12/31/2023		Loc/Pioneer St. Traffic for Speed 48/25
12/31/2023	1915	***



Oakridge

DECEMBER 2023 MONTHLY REPORT

Christmas Events

December was a busy month for Oakridge Fire & EMS. We had our annual Breakfast with Santa. The annual Light Parade with a Festival of Lights Celebration, we had the biggest community turnout yet! We handed out toys for a few families that missed out on Toys for Tots. Thank you so much for all those that helped during this busy month.





Oakridge Fire & EMS

47592 Hwy 58
Oakridge, Or 97463
(541) 782-2416

Monthly Report for December 2023

Training

Fire/EMS Volunteers completed a total of **20 hours of classroom or practical training.**

Vehicle Repair & Maintenance:

- Medic-1 has a major suspension issue and is currently OOS/parts are on order. The concern is we only have one medic unit in service.

Ambulance	Miles in December	Total Miles
Medic 1 2017 Ford F-450	1,912	182,481
Medic 2 2012 Ford F-450	1,144	219,175

Fire Prevention/Community Involvement:

- Breakfast with Santa
- Westfir Tree Lighting
- Annual Lighted Holiday Parade/Festival of Lights
- Sent out recruitment letters.
- **Up Coming Events/Training**
 - Fire Chief's Round Table for small departments.
 - FLSA rules for combination and volunteer departments.

Miscellaneous Things Involving Our Department:

- Recruitment Mailer out to the community
- Medicare COLA for 2024 is 2.6% plus the super rural adjustment of 22% will remain in effect.



Oakridge Fire & EMS

47592 Hwy 58
Oakridge, Or 97463
(541) 782-2416

On Going Projects

- Bay doors need to be rebuilt, working on bids.
- Searching for options to replace an ambulance.
- Finishing up station updates.

Meetings

- Attended Oakridge City Council
- Westfir Council Meeting
- Lane County Fire Defense Board
- Public Safety Committee
- Lane County Hospital Coalition
- Out of Town for the Hazeldell BOD Meeting

Fire Chief Hollett



Oakridge Fire & EMS



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

Fire Department Activity report for December 2023 (updated 1-3-23)

	Oakridge	Hazeldell	Westfir	Hwy. 58	USFS	M	Y
Emerg. Med.	65	5	3	14	0	87	965
Trans. to RBH	15	1	0	6	0	22	289
Trans. to MWH	9	2	0	0	0	11	148
Trans. to UDH	0	0	0	0	0	0	19
Trans. to LZ	0	0	0	0	0	0	3
Trans. to Other	0	0	0	0	0	0	0
Total Transports	24	3	0	6	0	33	459
Trans. % Rate	37%	60%	0%	43%	0%	38%	48%
Fires	1	0	0	0	0	1	33
Good Intent	2	0	0	0	0	0	45
Haz. Condition	0	0	0	0	0	0	10
Other Situation or False Call	0	0	0	0	0	0	15
Service Call	1	0	0	0	0	1	26
Total Calls	69	5	3	14	0		
Overall Total Calls for response Area:						91	1094

2nd Out Calls – 11 3rd Out Call – 0 4th Out Call – 0 For the month.

Calls by Day of Week & Time of Day

Time	Su	Mo	Tu	We	Th	Fr	Sa	M	Y
0000-0359	3	1	2	0	0	1	3	10	89
0400-0759	1	1	2	3	0	1	2	10	93
0800-1159	2	2	1	3	1	2	1	12	187
1200-1559	2	3	4	3	0	2	5	19	241
1600-1959	3	1	3	2	5	6	3	23	245
2000-2359	3	2	2	1	2	3	4	17	239
Total:	14	10	14	12	8	15	18	91	1094

Volunteer Hours for:	October	November	December
Stipend EMT Coverage:	192 Hours	192 Hours	204 Hours
Stipend Driver Coverage:.....	72 Hours	108 Hours	300 Hours
Trainee Coverage:	12 Hours	44 Hours	90.5 Hours
Drill Attendance:	28 Hours	20 Hours	10 Hours
Projects:.....	3 Hours	0 Hours	0 Hours
Weekend Training	0 Hours	0 Hours	0 Hours
All Other:	0 Hours	25 Hours	0 Hours
Total Hours by Volunteers:	307 Hours	389 Hours	604 Hours



Oakridge Fire & EMS



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

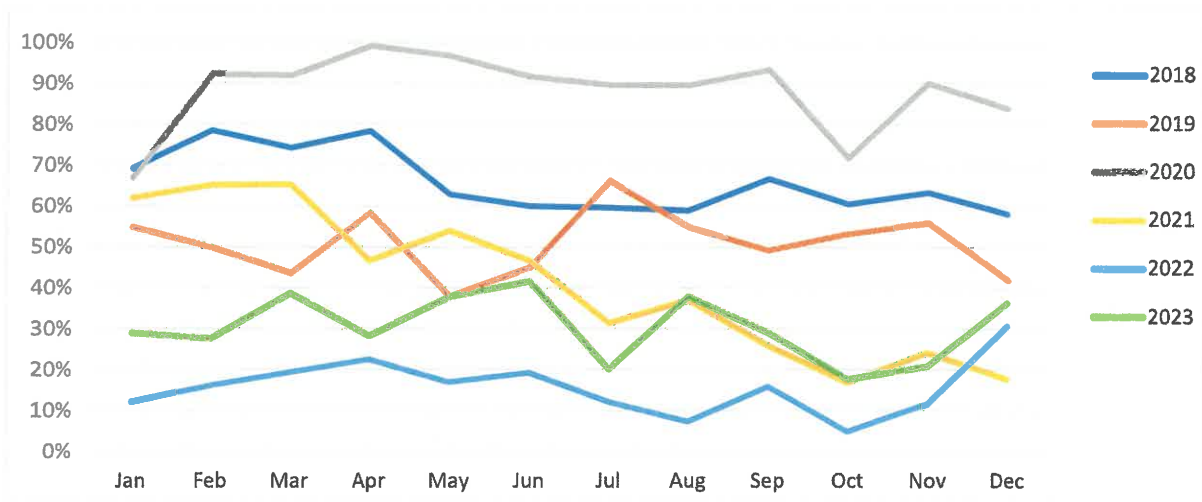
Fire Department Activity report for 2023

2023	Oakridge	Hazeldell	Westfir	Hwy. 58	USFS	Total
January	65	2	7	15	2	91
February	58	4	5	15	0	82
March	81	5	5	10	3	104
April	66	8	5	12	1	92
May	60	4	6	3	1	74
June	60	4	13	6	5	88
July	78	7	14	5	5	109
August	81	3	4	5	7	100
September	70	6	6	9	2	93
October	80	1	2	10	0	93
November	64	3	2	7	1	77
December	69	5	3	14	0	91
Grand Total:	832	52	72	111	27	1094

Fire Department Historical January – December

	Oakridge	Hazeldell	Westfir	Hwy. 58	USFS	Total
2018	740	51	51	128	22	992
2019	771	58	32	112	28	1001
2020	710	76	47	86	29	948
2021	803	76	43	128	48	1098
2022	823	55	62	116	23	1079
2023	832	52	72	111	27	1094

Historical Data of Stipend Coverage





Oakridge Fire & EMS



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

Oakridge

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Emerg. Med.	60	47	66	52	52	54	71	75	62	75	57	65	736
Trans. to RBH	29	14	16	19	13	14	20	23	18	17	16	15	214
TX. to MWH	13	9	13	14	16	4	12	11	9	8	9	9	127
TX. to UDH	1	2	3	1	2		2	4		3	1		17
TX. to LZ					2					1			3
Total TX	43	25	32	34	31	18	34	38	27	29	26	24	361
Tx. % Rate	72%	53%	48%	65%	60%	33%	48%	51%	44%	39%	46%	37%	49%
% of Calls w/Resp time < 10 Minutes	83%	85%	85%	82%	89%	77%	81%	78%	79%	81%	86%	75%	82%
Fires	1	4	4	1	3			1	3		2	1	20
Good Intent	3	4	3	11	3	3	2	3	1	5	1	2	41
Haz. Cond.			2	2		1	1		2				8
Other or False Call		1	4								1		6
Service Call	1	2	2		2	2	4	2	2		3	1	21
Total Calls	65	58	81	66	60	60	78	81	70	80	64	69	832

Hazeldell

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Emerg. Med.	1	3	5	7	2	4	6	3	6	1	2	5	45
Trans. to RBH		1	3	2	1	2	2	1	5		1	1	19
TX. to MWH				3		1				1		2	7
TX. to UDH		1					1						2
TX. to LZ													
Total TX	0	2	3	5	1	3	3	1	5	1	1	3	28
Tx. % Rate	0%	0%	60%	71%	50%	75%	50%	33%	83%	100%	50%	60%	84%
% of Calls w/Resp time < 20 Minutes	100%	75%	100%	75%	100%	50%	100%	100%	67%	100%	100%	60%	%
Fires					1								1
Good Intent		1		1			1						3
Haz. Cond.													
Other or False Call											1		1
Service Call	1				1								2
Total Calls	2	4	5	8	4	4	7	3	6	1	3	5	52



Oakridge Fire & EMS



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

Westfir

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Emerg. Med.	7	5	4	4	6	13	12	4	5	2	2	3	67
Trans. to RBH	3	4	1	2	4	5	4	1	3	1	1		29
TX. to MWH	1					3					1		5
TX. to UDH													
TX. to LZ													
Total TX	4	4	1	2	4	8	4	1	3	2	1	0	34
Tx. % Rate	57%	80%	25%	50%	67%	62%	33%	25%	60%	100%	50%	0%	51%
% of Calls w/Resp time < 10 Minutes	57%	60%	25%	40%	50%	38%	42%	50%	60%	50%	100%	100%	47%
Fires													
Good Intent				1									1
Haz. Cond.			1				1						2
Other or False Call							1		1				2
Service Call													
Total Calls	7	5	5	5	6	13	14	4	6	2	2	3	72

Hwy. 58

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Emerg. Med.	15	15	8	11	2	6	3	4	7	9	7	14	101
Trans. to RBH	1	2	2	3		1	1	1	2	1	2	6	22
TX. to MWH		2	1		1	2					2	0	8
TX. to UDH													
TX. to LZ													
Total TX	1	4	3	3	1	3	1	1	2	1	4	6	30
Tx. % Rate	7%	27%	38%	27%	50%	50%	33%	25%	29%	11%	57%	43%	30%
% of Calls w/Resp time < 45 Minutes	94%	100%	100%	92%	100%	100%	100%	100%	90%	100%	100%	100%	97%
Fires	0	0	0	1	1	0	2	0	0	1	0	0	5
Good Intent	0	0	0	0	0	0	0	0	0	0	0	0	0
Haz. Cond.	0	0	0	0	0	0	0	0	0	0	0	0	0
Other or False Call	0	0	2	0	0	0	0	1	0	0	0	0	3
Service Call	0	0	0	0	0	0	0	0	2	0	0	0	2
Total Calls	15	15	10	12	3	6	5	5	9	10	7	14	111



Oakridge Fire & EMS



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

USFS (Forest Service Land)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Emerg. Med.	1		2	1	1	2	3	4	2				16
Trans. to RBH	1		1		1		1	1					5
TX. to MWH						1							1
Total TX	1		1		1	1	1	1					6
Tx. % Rate	100%	0%	50%	0%	100%	50%	33%	25%	0%	0%	0%	0%	38%
% of Calls w/Resp time < 45 Minutes	94%	100%	100%	92%	100%	100%	100%	100%	90%	100%	100%	100%	97%
Fires	1					3	1	2					7
Good Intent													
Haz. Cond.													
Other or False Call			1				1				1		3
Service Call								1					1
Total Calls	2	0	3	1	1	5	5	7	2	0	1	0	27

Oakridge, Hazeldell, Westfir, Hwy. 58 & USFS (Forest Service Land)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Emerg. Med.	84	70	85	75	63	79	95	90	82	87	68	87	965
Trans. to RBH	34	21	23	26	19	22	28	27	28	19	20	22	289
TX. to MWH	14	11	14	17	17	11	12	11	9	10	11	11	148
TX. to UDH	1	3	3	1	0	0	3	4	0	3	1	0	19
TX. to LZ	0	0	0	0	2	0	0	0	0	1	0	0	3
Total TX	49	35	40	44	38	33	43	42	37	33	32	33	459
Tx. % Rate	58%	50%	47%	59%	60%	42%	45%	47%	45%	38%	47%	38%	48%
Zone 1 Times	83%	85%	85%	82%	89%	77%	81%	78%	79%	81%	86%	75%	82%
Zone 2 Times	100%	75%	100%	75%	100%	50%	100%	100%	67%	100%	100%	60%	84%
Zone 3 Times	94%	100%	100%	92%	100%	100%	100%	100%	90%	100%	100%	100%	97%
Zone 4 Times	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Westfir Time	57%	60%	25%	40%	50%	38%	42%	50%	60%	50%	100%	100%	47%
Fires	2	4	4	2	5	3	3	3	3	1	2	1	33
Good Intent	3	5	3	13	3	3	3	3	1	5	1	2	45
Haz. Cond.	0	0	3	2	0	1	2	0	2	0	0	0	10
Other or False Call	0	1	7	0	0	0	2	1	1	0	3	0	15
Service Call	2	2	2	0	3	2	4	3	4	0	3	1	26
Total Calls	91	82	104	92	74	88	109	100	93	93	77	91	1094



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

Public Works

Reporting Month: December, 2023

Water Distributed: 17.7 MG

Waste Water Treated: 23.3 MG

Service orders: 21

Locates: 9

Waste water repairs: 0

Water leaks: 0

Other tasks performed: Park maintenance and leaf removal. Pothole repairs and graveled shoulders of roadways. Hillside drainage maintenance. Read water meters and dealt with delinquent accounts. Entered data in the lead and copper document for mandatory report due in October this will continue until completed. Pushed brush pile for brush and debris mitigation and removed fallen tree from Sunny Nook. Collected, drained and replaced buckets of water from wac roof leaking.

Robeart Chrisman, Maintenance Supervisor



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

Public Works

Reporting Year: 2023 Stats only

Water Distributed: 225,525,000 Gallons

Waste Water Treated: 157,391,000 Gallons

Bio solids applied: 379,764 Gallons

Service orders: 357

Locates: 156

Waste water repairs: 3

Water leaks: 25

Highest Temp: 104 degrees on July 5th, July 17th and August 16th

Lowest Temp: 17 degrees on January 30th

Total precipitation: 51.9 inches

Robeart Chrisman, Maintenance Supervisor

OAKRIDGE SOUP GROUP

ARE YOU SOMEONE WHO IS INTERESTED IN CREATING
COMMUNITY CHANGE? ARE YOU A LOCAL AGENCY
WILLING TO MEET ONCE A MONTH TO WORK TOGETHER
TO SUPPORT FAMILIES AND COMMUNITY BUILDING?

JOIN US FOR LUNCH AND CONVERSATION

MEET EVERY 4TH THURSDAY OF THE MONTH
FROM 12 TO 1:30 AT

HIGH SCHOOL MENTAL HEALTH ROOM
47997 W 1ST ST, OAKRIDGE, OR 97463

SOUP WILL BE
PROVIDED



FOR INFORMATION PLEASE CONTACT
NANCY.BERGE@ARCLANE.ORG



