

May 16, 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: 5/2/24

9. Appointments

10. Business from the City Council

- 10.1 The Bus Fair 2024 Alcohol Permit
- 10.2 Concerts in the Park 2024 Alcohol Permit and \$1,000 fee waiver request
- 10.3 Sasquatch Festival 2024 Alcohol Permit
- 10.4 Oregon Trail Gravel Grinder 2024 Alcohol Permit
- 10.5 Triple Summit Challenge 2024 Alcohol Permit

11. Business from the City Administrator

- 11.1 Discussion of setting a date for a potential Work Session to discuss the city's hiring policies
- 11.2 Other business and updates

12. Items removed from the Consent Agenda

13. Ordinances and Resolutions (with Public Comment)

- 13.1 Resolution 04-2024 Administration Advisory Committee (2nd Reading)
- 13.2 Resolution 05-2024 Audit Advisory Committee (2nd Reading)
- 13.3 Resolution 06-2024 Library Board (2nd Reading)
- 13.4 Resolution 07-2024 Parks & Community Development Committee (2nd Reading)
- 13.5 Resolution 08-2024 Public Safety Advisory Committee (2nd Reading)
- 13.6 Resolution 09-2024 RTMP & TRT Advisory Committee (2nd Reading)
- 13.7 Resolution 10-2024 OEDAC (2nd Reading)
- 13.8 Resolution 11-2024 Authorizing a Loan from the Safe Drinking Water Revolving Loan Fund
- 13.9 ORD 945 Franchise Agreement with Hunter Communications

14. Public Hearings

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

- 15.1 Finance Report/Update (CA and/or Finance Department)
- 15.2 Police Report (Chief Kevin Martin)
- 15.3 Fire/EMS Report (Chief Scott Hollett)
- 15.4 Public Works Report (Robeart Chrisman or Rick Zylstra)

16. Other Business

17. Public Comment

18. Adjourn

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

- 1. Via Zoom on your computer or smartphone at: <https://us02web.zoom.us/j/3664311610>

2. Via phone by dialing: 669-900-9128, then enter Meeting ID: 366 431 1610.
3. Send comments by email to: cityadministrator@ci.oakridge.or.us by 2pm the day of the meeting.
4. Attend in-person at Oakridge City Hall (48318 E. 1st Street).

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

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

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



May 2, 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 Cutchen, Councilors Dirk "Poncho" Tarman, Dawn Kinyon, Michelle Coker, Melissa Bjarnson, Chrissy Hollett and Kelly Brewer.

Staff Present: City Administrator James Cleavenger, Pro-tem Finance Director Eric Kytola, Police Chief Kevin Martin, Fire Chief Scott Hollett, City Recorder Jackie Taylor and Community Development Director Rick Zylstra

2. Pledge of Allegiance

3. Roll Call-Councilor Coker logged in at 6:03 pm.

4. Additions, Corrections or Adjustments to the Agenda

5. Public Comment

Eugene Cathcart, Oakridge-he is in favor of using OIP funds for the Geotech Study.

Sue Cathcart, Oakridge-is in support of the pump track.

Lynda Kamerrer, Oakridge- also spoke in support of the pump track and reported that the RDI event went well.

6. Mayor Comments / Announcements / Proclamations

Mayor Cutchen-announced upcoming events for the month of May. This weekend is Treeplanting weekend.

7. Councilor Comments / Announcements-none

8. Consent Agenda

8.1 Minutes from previous City Council Meeting (s) on: April 18, 2024

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

Motion passed unanimously

9. Appointments-none

10. Business from the City Council

10.1 Budget status update from Pro-tem Finance Director Eric Kytola

James-introduced the issue.

Eric- he is glad to be back in Oakridge. He reported on how the budget is coming along and stated that we might only be able to have one budget meeting.

Councilor Kinyon-she is shocked to hear that we might only have one budget meeting.

James-if any councilors have questions for Eric they are free to email him, but be sure to cc him on the emails.

Councilor Hollett-thanked Eric for coming back and asked about the day to day transactions.

Mayor Cutchen-it is a benefit to have Eric back, He believes we can pull through this and get a budget passed. He understands that we do owe the public to look at the budget.

10.2 Discussion of RTMP and TRT Fund fixes

Councilor Kinyon-opened up the discussion. There was discussion on incorrect transactions for RTMP/TRT transfers.

We are waiting to hear from the auditor.

There was discussion on the transactions that need to be corrected.

Councilor Kinyon- talked to the Oregon Dept of Revenue-they recommended transferring the funds back.

Motion: Councilor Brewer moved to direct the CA to have transactions 135672, 136243 and 135699 reviewed for accuracy and included in the 24/25 budget proposal as needed. Councilor Kinyon seconded the motion.

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

Motion: Councilor Brewer moved to direct the CA to have the remaining prior year transactions reviewed for accuracy and included in the 24/25 budget proposal as needed.

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

10.3 OIP Pump Track Geotechnical study \$400 OIP Fund request

James- introduced the issue.

Motion: Councilor Tarman moved to approve \$4000 in OIP funds for the OIP Pump Track Geotechnical Study. Councilor Brewer seconded the motion.

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

11. Business from the City Administrator

11.1 Other business and updates

James-it was brought to his attention that the motions from the last meeting were done in error because the initial vote was not unanimous. He will bring this back to the council.

James-gave an update on bank balances.

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12. Items removed from the Consent Agenda-none

13. Ordinances and Resolutions (with public comment)-none

14. Public Hearings-None

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

15.1 Redistricting Sub- Committee-

Councilor Hollett-gave the report.

15.2 Audit Committee-

Councilor Kinyon- gave the report.

15.3 Public Safety Committee

James-gave the report. Councilor Coker was inaudible.

15.4 Charter Review Committee

Councilor Kinyon gave the report.

Motion: Mayor Cutchen moved to the council requests the charter review subcommittee to develop a realistic target completion date. Councilor Tarman seconded the motion.

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

15.5L library

Councilor Tarman-gave the report.

15.6 OEDAC

James-gave the report.

15.87RTMP/TRT

Councilor Kinyon-gave the report

15.9 Planning Commission

Rick-the meeting was cancelled due to the Old Hazeldell Quarry Planning Meeting.

15.10 Parks & Community Services

Rick-gave the report.

15.11WAC Subcommittee

Councilor Hollett-gave the report.

15.12 WAC Funding Committee

No report

16. Other Business-none

17. Public Comment

Sissy Cutchen, Oakridge-thinks it is a wonderful idea for the Library to participate in the Art Walk.

Dan Barclay, Oakridge-spoke on the city finances.

18. **Adjourn: 7:06 pm**

Signed: _____
Bryan Cutchen, Mayor

Signed: _____
Jackie Taylor, City Recorder

Business of the City Council

City of Oakridge, Oregon

March 16, 2024

Agenda Title: Alcohol Permit Request for Bus Fair 2024

Agenda Item No: 10.1

Proposed Council Action: A motion from the floor to approve

Exhibits: Alcohol Permit Application

Author: CA

ISSUE:

The Bus Fair 2024 is scheduled for June 21-23, 2024. They are applying for an alcohol permit to be able to serve alcohol at the event. They served alcohol last year and everything went smoothly. www.thebusfair.com/

FISCAL IMPACTS: None

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the alcohol permit application for the 2024 Bus Fair."*

STRATEGIC THEMES/GOALS INVOLVED:

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

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

Supporting local businesses and showcasing the creativity of our community.



THE BUS FAIR

Presented by
• BUS LIFE •
ADVENTURE

IN OAKRIDGE
OREGON

LIKE A CAR SHOW,
BUT FOR CONVERTED SCHOOL BUSES!

LIVE MUSIC!

DJ SPENDER NEWELL

JOHN BADGER
AND THE
NEW OLD TIME
APOCALYPTIC REVIVAL

- ABRACADABRA TRIP-
- RIPPLE VISION-
- JESSI ADELE-
- APIS MELLIFERA-

- Bus Show
- Live Music
- Art Vendors
- Panel Discussions
- Beer Garden
- Food Trucks
- Camping

JUNE 22

11AM-9PM



FOR TICKETS AND INFO | THEBUSFAIR.COM
 LOCALS DISCOUNT AVAILABLE
 KIDS 12 AND UNDER FREE

THIS EVENT IS FUNDED IN PART BY THE LANE COUNTY RURAL TOURISM MARKETING PROGRAM

GREENWATERS PARK
 EVENT PARKING LOCATION
 76240 INDUSTRIAL PK. WY
 OAKRIDGE, OR 97463

**City of Oakridge
Alcohol Permit**
(Please fill in all applicable information.)

Category: Event: The Bus Fair

Family: Event Sponsor: _____

Group: Date of Event: 6/21-6/23

Non-Profit: Hours of Event: 11am-9pm

For Profit: Will you charge admission to the event? Yes No

Expected Number of People Attending the Event: 1,000

Applicant: Brock Butterfield

Contact Address: PO Box 1369 Oakridge, OR 97463

Contact Phone: 801-661-5406

Facility To Be Reserved:

(Check all that apply to Event)

Greenwaters: Entire Park:

Community Building:

Picnic Shelter:

Amphitheater:

Street Closure: _____ Which Street: _____

WAC: Classroom Senior Ctr

Gym Kitchen

Fire Hall Training Room:

Have you scheduled the facility with the City? Yes No

Alcohol Permit:

Hours of Alcohol Service: 11am-9pm

Type of Food/Caterer: Several Food Trucks

Security Measures: OPD Reserves

Date of Council Approval: _____

After approval by the Council, please provide copies of:

Certificate of Insurance:

Hold Harmless Agreement:

OLCC License:

Noise Permit

Nature of Noise Generation: Music from 4pm-9pm

Estimated Distance Noise will be plainly audible: Within Greenwaters Park

Is a variance required? Yes No

(If a variance is required, please explain the reason for the variance.)

Attach a list of all residences/businesses within 500 feet.

Applicant Signature: Brock Butterfield

Date: 5-8-24

*Please see the conditions for these permits on the back of this application.
* If Council approval is required, submit application at least 45 days before event.*

Fees Received: _____

Date: _____

Final Approval Signature: _____

Date: _____

Copies to Oakridge Police Department and Public Works

Revised: Mar. 4, 2010



**Rental Agreement for the
Use of Alcohol in City Facilities**

Answers Should Be Provided on a Separate Sheet of Paper

1. You will be civilly liable for any damage or injuries that may occur during your event.
2. You will be responsible for the cleanup of the facility and for any required repairs.
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
4. Please provide a list of all neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum two personnel on duty at all times.
9. You must have controls in place to insure that minors do not consume alcohol at your event. Please describe.
10. You must have controls in place to insure that the adults who drink stay within the rented area. Please describe.
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.

Signature: Brock Butterfield

Business of the City Council

City of Oakridge, Oregon

March 16, 2024

Agenda Title: Concerts in the Park 2024
Alcohol Permit and \$1,000 fee waiver
request

Proposed Council Action: A motion from
the floor to approve

Agenda Item No: 10.2

Exhibits: Alcohol Permit Application, Park
Reservation Documents, Expense Receipts, Fee
Waiver Policy

Author: CA

ISSUE:

Concerts in the Park have 3 free concerts scheduled for June 15, July 6, and August 17, 2024. They are applying for an alcohol permit to serve alcohol at the events. They served alcohol last year and everything went smoothly. Staff recommends approving the request through Recommended Motion 1.

On 3/27/24, City Council authorized \$1,500 in RTMP funds and \$1,500 in TRT Funding (\$3,000 in total funding) for Concerts in the Park. They had requested up to \$12,314. When Council awarded the TRT & RTMP funds, they did *not* specify what the funds could be used for. It costs \$500 per event (\$1,500 total) to rent the Amphitheater in Greenwaters Park.

They have now requested up to \$1,000 in park fee waivers from me (the CA), based on the new 2023 City Council policy (copy included as an exhibit), which allows the City Administrator to approve up to \$1,000 in park rental fee waivers per year to “community organizations, agencies, and city partners that benefit the community and its residents” for “not-for-profit events.”

Concerts in the Park is a non-profit organization that is a committee of the 501c3 charity Oakridge Community Festivals Association (“CFA”). The CFA’s federal tax ID number is 80-0012461. There is no charge for admission to the concerts, as concert organizers want to provide these events to the entire community at no charge. It is expensive to put on concerts, and the Concerts in the Park organizers have provided almost \$5,000 in receipts and invoices as exhibits. They will also be at the Council meeting to answer any questions. For more information, go to Concerts in the Park, go to: www.oakridgeconcerts.com/

Since it was not clear to me whether or not Council intended for part of the \$3,000 in awarded TRT and/or RTMP funds were supposed to be used to pay the \$1,500 in park rental fees owed to the city for these 3 concerts, I thought I should bring this issue in front of Council. Council has the option of allowing the CA to make this decision (Option 1) or making a Council decision on the amount of fee waivers to award (Option 2). If I am allowed to make the decision as the CA based on the 2023 council policy on fee waivers, I will approve the request for up to \$1,000, as there is no criteria in the policy which would justify denying it.

FISCAL IMPACTS: Up to \$1,000 (in fee waivers)

STAFF RECOMMENDATION: Approve the alcohol permit, and Option 1 for Motion 2 (see below)

Suggested Motion 1: *"I move to approve the alcohol permit applications for the 2024 Concerts in the Park series."*

Motion 2 OPTIONS:

1. Allow the CA to decide whether or not to approve the \$1,000 fee waiver request
2. Make a Council decision on the request for park rental fee waivers

Option 1 Suggested Motion 2: *No Motion needed (the CA will make the decision)*

Option 1 Suggested Motion 2: *"I move to approve \$_____ in park rental fee waivers to Concerts in the Park 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 4 (Community Livability), Goal #1: Work with community partners to provide recreation, education, and enrichment opportunities for citizens and youth.

City of Oakridge
Alcohol Permit
(Please fill in all applicable information.)

Category:	Event: <u>Concerts in the Park</u>
Family: <input type="checkbox"/>	Event Sponsor: <u>Concerts in the Park</u>
Group: <input type="checkbox"/>	Date of Event: <u>June 15th; July 6th; August 17th</u>
Non-Profit: <input type="checkbox"/>	Hours of Event: <u>2:00-9:00 P.M.</u>
For Profit: <input type="checkbox"/>	Will you charge admission to the event? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Expected Number of People Attending the Event <u><100</u>
	Applicant: <u>Rene Gobelman</u>
	Contact Address: <u>47718 Portal Drive, Oakridge, OR 97463</u>
	Contact Phone: <u>541-606-8483</u>

Facility To be Rented:	Greenwaters: <input type="checkbox"/>	Entire Park: <input checked="" type="checkbox"/>	<input type="checkbox"/>
(Check all that apply to Event:)	Community Building: <input type="checkbox"/>	Picnic Shelter: <input type="checkbox"/>	<input type="checkbox"/>
	Amphitheater: <input type="checkbox"/>	Street Closure: NO	Which Street: _____
	WAC: Classroom B <input type="checkbox"/> Senior Ctr <input checked="" type="checkbox"/>	Gym <input type="checkbox"/> Kitchen <input type="checkbox"/>	Fire Hall Training Room: <input type="checkbox"/>
	Have you scheduled the facility with the City? Yes <input type="checkbox"/> No <input type="checkbox"/>		

Alcohol Permit:	Hours of Alcohol Service: <u>2:00 - 8:30PM</u>
	Type of Food/Caterer: <u>Entrees</u>
	Security Measures: <u>Staff Site Monitors</u>
	Date of Council Approval: _____
	After approval by the Council, please provide copies of: Certificate of Insurance: CFA, COI on file at City
	Hold Harmless Agreement: _____
	OLCC License: _____

Noise Permit:	Nature of Noise Generation: <u>Amphitheater Music</u>
	Estimated Distance Noise will be played: <u>250 feet</u>
	Is a variance required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	(If a variance is required, please explain the reason for the variance.)
	Attach a list of all residences/businesses within 500 feet.

Applicant Signature: [Signature] Date: 7/25/2004

*Please see the conditions for these permits on the back of this application.
* If Council approval is required, submit application at least 45 days before event.*

Fees Received: _____ Date: _____
Final Approval Signature: _____ Date: _____



**Rental Agreement for the
Use of Alcohol In City Facilities
Answers Should Be Provided on a Separate Sheet of Paper**

1. You will be civilly liable for any damage or injuries that may occur during your event.
2. You will be responsible for the cleanup of the facility and for any required repairs.
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
4. Please provide a list of neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum two personnel on duty at all times.
9. You must have controls in place to insure that minors do not consume alcohol at your event. Please describe.
10. You must have controls in place to insure that the adults who drink stay within the rented area. Please describe.
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.

Signature: -----

A handwritten signature in black ink, appearing to read "Chris [unclear]", written over the signature line.

2024 Concerts in the Park Alcohol Permit Answers

1. You will be civilly liable for any damage or injuries that may occur during your event.
 - a. **Correct**
2. You will be responsible for the cleanup of the facility and for any required repairs.
 - a. **Correct**
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
 - a. **Correct**
4. Please provide a list of any neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
 - a. **Attached list as provided through City records**
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
 - a. **No admission is charged**
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
 - a. **Alcohol Permit for City consideration enclosed**
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
 - a. **CFA COI is on file with the City**
 - b. **Copy of OLCC permit will be submitted as required**
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum of two personnel on duty at all times.
 - a. **Expecting less than 100 attendees, there will be two gate monitors and two walking monitors at all times**
9. You must have controls in place to ensure that minors do not consume alcohol at your event. Please describe.
 - a. **Gate monitors shall verify age and place bracelet, signage shall be posted as required by OLCC**
10. You must have controls in place to ensure that the adults who drink stay within the rented area. Please describe.
 - a. **Signage around the perimeter designating no alcohol beyond the posted point, and two walking site monitors**
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
 - a. **Correct**
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
 - a. **Stipulations in addition to those stated above shall be provided at the time of approval**
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.
 - a. **Understood**



City of Oakridge

Property Rental Application

Event: Concerts in the Park Small event <99 Large event >100

Applicant Name: Rene Gobelman Date(s) requested: June 15th; July 6th; August 17th

Hours: 2:00 - 8:30PM Open at: 12:00PM

Contact address: 47718 Portal Drive, Oakridge, OR 97463 Contact phone: 541-606-8483

Facility:	Rent (per day):
<input type="checkbox"/> Greenwaters Picnic Shelter	\$40
<input type="checkbox"/> Greenwaters Community Building	\$80
<input checked="" type="checkbox"/> Greenwaters Amphitheater	\$500 <i>x 3 days = \$1,500</i>
<input type="checkbox"/> Greenwaters Whole Park	\$1000
<input type="checkbox"/> WAC Classroom or Kitchen	\$50
<input type="checkbox"/> WAC Gym	\$100
<input type="checkbox"/> OFD Fire Hall	\$50
<input type="checkbox"/> Osprey Park	\$100
<input type="checkbox"/> Salmon Creek Park	\$100
<input type="checkbox"/> Diamond View Park	\$100
<input type="checkbox"/> OIP Disc Golf Course	\$500
<input type="checkbox"/> OIP Lots	\$200
<input type="checkbox"/> City Hall Conference Room	\$50
<input type="checkbox"/> Event Signs	\$5 per day per sign, or \$20 per sign per entire event (up to 2 weeks)

Total Fees: PAID LATER - 1,500*

Street Closure(s) being requested? Yes No If yes, location(s): _____

Alcohol Permit (see separate application form)? Yes No

Amplified Music? Yes No If yes, estimated distance noise will be plainly audible: 250 feet

***Any "Yes" Answers to the questions above requires City Council and/or Police Department Approval.**

Applicant signature: *Rene Gobelman*

Date: 5/25/2024

City Approval: *[Signature]*

Date: 5/9/24

OFFICE USE ONLY	
Date paid:	<u>N/A*</u>
Amount paid:	<u>N/A*</u>

Updated 11/16/2023

**Requesting \$1,000 Fee Waiver*

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RULES FOR ALL EVENTS

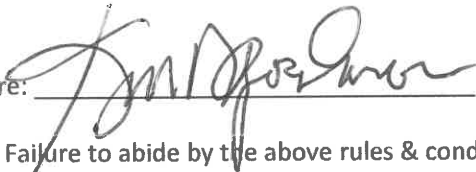
1. You will be civilly liable for any damage or injuries that occur during, or are attributed to you or your event.
2. You will be responsible for the cleanup of the facility and for any required repairs attributed to your event.
3. The event (including clean up), must conclude by **10pm**, *unless* a later time has been approved by the City Council prior to the event.
4. Noise levels at your event cannot *consistently* exceed **80 decibels at the distance of 500 feet** from the amplified source of the noise as measured by the Oakridge Police Department.
5. If good order is not maintained, the event may be shut down by the Oakridge Police Department for violation(s) of your facilities permit and/or City ordinance.
6. Events must comply with all city ordinances. Failure to do so may result in immediate termination of the event and permit revocation by the Oakridge Police Department or other City of Oakridge staff.
7. Unless otherwise approved by the City Council or City Administrator, all fees are *non-refundable* and must be paid *prior* to the event.
8. The Council reserves the right not to grant or approve facility permits to your group in the future.

Events Over 100 People

In addition to the above rules, the following rules apply to all events *over 100 people*. You must attach appropriate documentation at the time of application for the application(s) to be approved.

8. Submit an **"Event Permit Application Form"** to the Oakridge Police Chief for events over 100 people. This form must be approved by the Oakridge Police Chief prior to the event.
9. You must provide Department of Public Safety Standards & Training (DPSST) trained & certified security for events over 100 people. At least 1 security officer per 100 event participants is required. The Oakridge Police Department *may* be hired to provide security *if* staff is available. Contact OPD at 541-782-4232 for more details.
10. Submit a Medical/Safety plan for your event. Med/Safety stations must be provided for events *over 200* people. Contact the Police Chief and Fire Chief for approval of Medical/Safety plans. Plans must include contact information in case of emergency. You will be held financially responsible for any and all expenses incurred by the City of Oakridge for medical or safety services above what you provide.
11. If admission is charged, you must reserve the entire facility for the duration of the event.
12. Submit a copy of an **event insurance policy for at least 1 million dollars**, listing the City of Oakridge on the policy as an "additional insured."
13. Submit an City of Oakridge **Alcohol Permit Application Form** if alcohol will be served at the event. Alcohol Permits require City Council approval.
14. Any other rules or stipulations the City may deem reasonable and necessary.
15. **Parades** have additional rules, found in Oakridge Muni Code Chapter 75 and Ordinance 942.

I agree to abide by the above conditions:

Signature: 

Date: 4/25/2024

Failure to abide by the above rules & conditions may result in sanctions including, but not limited to, refusal to rent facilities, revocation event permit, loss of non-refundable application fees, revocation of alcohol permit, citations for city code violations, and other financial penalties. Sanctions may be appealed to the City Council.



Fee Waiver Policy for Rentals of City Property & Facilities

**Approved by City Council on 11/16/2023*

The Oakridge City Council recognizes the value of partnership with community organizations, agencies, and city partners that benefit the community and its residents. We encourage the sense of togetherness these events can bring to our city. The Oakridge City Council and the City of Oakridge may provide a fee waiver to these such groups for not-for-profit events that qualify and provide benefits to the Oakridge community.

Program Rules & Eligibility

All City departments qualify for the fee waiver, without meeting the event requirements. Fee Waiver requests may be granted by the City Administrator, without Council approval, for Organizations and/or Groups meeting the criteria listed below.

- Applicants are eligible for up to three (3) fee waivers per fiscal year. Any additional requests will require Council approval.
- Any deposits and/or City staff overtime costs required due to the event CANNOT be waived.

The following criteria must be met for both the organization and the event:

1) The applying organization must be:

- a) A nonprofit or not for profit organization, partner or group.
- b) Non-discriminatory and non-political in nature.

2) The event must:

- a) Events must provide a community benefit within the City of Oakridge and/or surrounding areas.
- b) If the fee waiver request is a fundraiser event, the organization must demonstrate in writing how the funds raised will be of general benefit to the Oakridge community.
- c) If the request for fee waiver is for a community event, the event must be advertised as stated below under City Contribution Recognition.

3) Fee Waiver Limits: Fee waiver amount is subject to \$1,500 maximum per fiscal year. This includes community sponsored events and long-term usage requests.

****All Fee Waiver requests that DO NOT meet ALL the criteria listed above, shall require City Council review and/or approval.***

City Contribution Recognition

The City's contribution should be recognized in the event fliers and/or advertising with the following statement:

"This event was made possible, in part, by the City of Oakridge."

Report of Fee Waivers

The City Administrator will provide a Fee Waiver Log to the Council to track and update the Council on Fee Waiver requests. This should be provided in a timely manner after events, during Business from the City Administrator at regular scheduled Council meetings. A copy of the fee waiver request, financial impact to the city and short summary of benefits to the community will be included.

Fundraising Events

All approved Fundraising Events must provide a written report to the City Administrator within 90 days after the event, to include:

- Number of participants
- Copies of all advertising of the event
- The benefit to the community
- Amount of funds raised, if any
- An accounting of how the proceeds of the event will be dispersed

****Failure to abide by the rules and procedures as set forth in this policy document or falsifying information provided to the City in your application materials will result in denial or revocation of funding and/or the organization being denied future fee waiver requests and/or other funding from the City.***

Contact Us

If you have questions, please contact the City Administrator by phone at: (541) 782-2258; or by email at: cityadministrator@ci.oakridge.or.us

Bandzoogle payment receipt

Date: Jan 25 2022 3:03PM Order ID: 3066960
Payment method: mastercard, exp: 8/2026 Invoice ID: in_1KLy2sJr80i0W452iYLw8hWd
(card ends with 6835)
Charge ID: ch_3KLy2sJr80i0W452i7x1L67z Received by: Sitezoogle Inc.
1608 S. Ashland Ave #92842
Chicago, IL
USA 60608-2013

Customer: Oakridge Concerts in the Park
oakridgeconcertsinthepark@gmail.com

Item number	Description	Quantity	Amount
77	Standard	1	\$149.50

Bucks Sanitary Service

Suite 111-406
 4325 Commerce St
 Eugene, OR, 97402

Ph: 800-942-8257
 Email:



INVOI

Billing Address Customer #11119
CONCERTS IN THE PARK PO BOX 597 OAKRIDGE, OREGON, 97463

Service Address Site #1199
OAKRIDGE CONCERT IN THE PARK 48362 OREGON HIGHWAY 58 GREENWATERS PARK OAKRIDGE, OREGON, 97463

Phone 5417824241

Contact: VIKI BURNS

Phone: 541-968-2391

Contact: CARINA SCHAR

Cust #	Date	Terms	Invoice P.O.#	Invoice #
11119	04/29/2022	NET15		190109

#	Description	WO #	Rate	Qty	Amt	Tax	Tax%	Sur.	Total
1	SPECIAL EVENT UNIT RENT MONTHLY Service = Charge Date: 03/29/2022 Start Date: 06/15/2022 End Date: 06/20/2022 Surcharges 0.00%	-	180.00	1.00	180.00	Exempt	Exempt	0.00	180.00
2	HANDICAP RENT MONTHLY Service = Charge Date: 03/29/2022 Start Date: 06/15/2022 End Date: 06/20/2022 Surcharges 0.00%	-	180.00	1.00	180.00	Exempt	Exempt	0.00	180.00
3	DELIVERY Charge Date: 03/30/2022 Start Date: - End Date: - Surcharges 0.00%	-	50.00	1.00	50.00	Exempt	Exempt	0.00	50.00
Total:					410.00	0.00		0.00	410.00

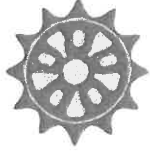
Thank you for your prompt payment.

All invoices more than 15 days old may be charged a late fee of 1.5% per month or a minimum of \$5.00

Payment History

No payment history.

Statement as of 05/05/2022	Current: 410.00	30 Day: 0.00	60 Day: 0.00	90 Day: 0.00	Total Due: 410.00
----------------------------	-----------------	--------------	--------------	--------------	-------------------



Blue Sprocket Brokerage, LLC
 P.O. Box 155
 WEST LINN, OR 97068-5124 United States
 bluesprocketbrokerage@gmail.com | 503-367-6776

Invoice #H58H-
 OAKCONCERTSDGTL

Issue date
 Jul 12, 2023

BSB for Highway58Herald.org

All payments made to Blue Sprocket Brokerage, LLC

Proudly representing local Oregon publishers since 1997.
 Thank you for supporting local business!

Customer

Rene' and Kevin Gobelman
 Oakridge Concerts in the Park
 oakridgeconcertsinthepark@gmail.com
 541-606-8482

Invoice Details

PDF created May 9, 2024
 \$98.40

Payment

Due July 12, 2023
 \$98.40

Items	Quantity	Price	Amount
Highway58Herald.org, Digital Display Ad 300x600 Sidebar Half Page 4 days (7/12 - 7/15/23)	1	\$54.00	\$54.00
Highway58Herald.org, Digital Display Ad 300x250 Sidebar Rectangle 1 week (7/16 - 7/22/23)	1	\$69.00	\$69.00
OAW Nonprofit Discount (20%)			-\$24.60
Subtotal			\$98.40
Total Paid			\$98.40

Payments

Aug 30, 2023 (Mastercard 6828) \$98.40



View online

To view your invoice go to <https://squareup.com/u/qtGDhqca>
 Or open the camera on your mobile device and place the QR code in the camera's view.



Community Festivals Association, Inc.
 48513 OR-58
 Suite 7, Oakridge, OR 97463 United States

Invoice

Invoice #000003

Issue date
 Feb 23, 2024

Invoice #000003

Customer

Kevin Gobelman OCIP
 Oakridge Concerts in the Park
 oakridgeconcertsinthepark@gmail.com
 48513 OR-58
 Oakridge, OR 97463

Invoice Details

PDF created May 9, 2024
 \$424.50

Payment

Due February 23, 2024
 \$424.50

Items	Quantity	Price	Amount
CFA ADMINISTRATION FEE	1	\$50.00	\$50.00
INSURANCE	1	\$224.50	\$224.50
ANNUAL STORAGE	1	\$150.00	\$150.00
Subtotal			\$424.50

Total Due

\$424.50



Pay online

To pay your invoice go to <https://squareup.com/u/MZS9k5ti>
 Or open the camera on your mobile device and place the QR code in the camera's view.



Oakridge Concerts in the Park Entertainment Agreement

THIS AGREEMENT entered into on the date the last party signs, as indicated below the signatures, by and between OAKRIDGE CONCERTS in the PARK and:

ENTERTAINER Safari Bob

AUTHORIZED AGENT/REPRESENTATIVE John Baumann

ADDRESS 4770 W. Hillside Dr

CITY Eugene STATE OR PHONE 541 654 2600

ENTERTAINER, agrees to render collectively, to their services as entertainer as follows:

Date of Performance 7/2/23

Time of Performance 2:50-3:50 and 4:10-5:10

Place of Performance 48362 Highway 58, Oakridge, OR 97463/Greenwaters Park

OAKRIDGE CONCERTS IN THE PARK agrees to pay Entertainer the sum of \$ 500.00
Due and Payable Following Completion of Performance.

OAKRIDGE CONCERTS IN THE PARK agrees to provide: Sand reinforcement
Parking

OAKRIDGE CONCERTS IN THE PARK hereby engages the ENTERTAINER and the ENTERTAINER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

Oakridge Concerts in the Park Representative

[Signature]

Entertainer

Date

7/4/23

Date



Oakridge Concerts in the Park Entertainment Agreement

THIS AGREEMENT entered into on the date the last party signs, as indicated below the signatures, by and between OAKRIDGE CONCERTS in the PARK and:

ENTERTAINER Safari Bob
AUTHORIZED AGENT/REPRESENTATIVE John Baumann
ADDRESS 4770 W. Hillside Dr
CITY Eugene STATE OR PHONE 541 654 2600

ENTERTAINER, agrees to render collectively, to their services as entertainer as follows:

Date of Performance 7/2/23
Time of Performance 2:50-3:50 and 4:10-5:10
Place of Performance 48362 Highway 58, Oakridge, OR 97463/Greenwaters Park

OAKRIDGE CONCERTS IN THE PARK agrees to pay Entertainer the sum of \$ 500.00
Due and Payable Following Completion of Performance.

OAKRIDGE CONCERTS IN THE PARK agrees to provide: Sand rain forecast
Parking

OAKRIDGE CONCERTS IN THE PARK hereby engages the ENTERTAINER and the ENTERTAINER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

Oakridge Concerts in the Park Representative Entertainer

Date 7/4/23
Date



Oakridge Concerts in the Park Entertainment Agreement

THIS AGREEMENT entered into on the date the last party signs,
as indicated below the signatures, by and between OAKRIDGE CONCERTS
in the PARK and:

ENTERTAINER Banter Waves
AUTHORIZED AGENT/REPRESENTATIVE Tim McLaughlin
ADDRESS _____
CITY Eugene STATE OR PHONE _____

ENTERTAINER, agrees to render collectively, to their services as entertainer as follows:

Date of Performance 7/15/23
Time of Performance 12-1 and 1-20-2:20pm
Place of Performance 48362 Highway 58, Oakridge, OR 97463/Greenwaters Park

OAKRIDGE CONCERTS IN THE PARK agrees to pay Entertainer the sum of \$ 500.00
Due and Payable Following Completion of Performance.

OAKRIDGE CONCERTS IN THE PARK agrees to provide: Sand Reinforcement
 Parking

OAKRIDGE CONCERTS IN THE PARK hereby engages the ENTERTAINER and the ENTERTAINER hereby
agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions
herein set forth.

Oakridge Concerts in the Park Representative

Entertainer

Date

Date 7/15/23



Oakridge Concerts in the Park Entertainment Agreement

THIS AGREEMENT entered into on the date the last party signs,
as indicated below the signatures, by and between OAKRIDGE CONCERTS
in the PARK and:

ENTERTAINER STAMPLE

AUTHORIZED AGENT/REPRESENTATIVE Tim McLaughlin

ADDRESS _____

CITY _____ STATE _____ PHONE _____

ENTERTAINER, agrees to render collectively, to their services as entertainer as follows:

Date of Performance 7/22/23

Time of Performance 5:40-6:40 and 7:00-8:00

Place of Performance 48362 Highway 58, Oakridge, OR 97463/Greenwaters Park

OAKRIDGE CONCERTS IN THE PARK agrees to pay Entertainer the sum of \$ 70.00
Due and Payable Following Completion of Performance.

OAKRIDGE CONCERTS IN THE PARK agrees to provide: Food reimbursement
Parking

OAKRIDGE CONCERTS IN THE PARK hereby engages the ENTERTAINER and the ENTERTAINER hereby
agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions
herein set forth.

Oakridge Concerts in the Park Representative

[Signature]
Entertainer

Date

7/5/23
Date



Oakridge Concerts in the Park Entertainment Agreement

THIS AGREEMENT entered into on the date the last party signs,
as indicated below the signatures, by and between OAKRIDGE CONCERTS
in the PARK and:

ENTERTAINER Dubios Rubes
AUTHORIZED AGENT/REPRESENTATIVE Patrick Kavaney
ADDRESS 1905 W. 12th ave
CITY Eugene STATE OR PHONE 541-510-5257

ENTERTAINER, agrees to render collectively, to their services as entertainer as follows:

Date of Performance 7/22/23
Time of Performance 12pm - 2pm
Place of Performance 45362 Highway 58, Oakridge, OR 97463 / Greenwater Park

OAKRIDGE CONCERTS IN THE PARK agrees to pay Entertainer the sum of \$ 500
Due and payable following completion of performance

OAKRIDGE CONCERTS IN THE PARK agrees to provide sound & parking

OAKRIDGE CONCERTS IN THE PARK hereby engages the ENTERTAINER and the ENTERTAINER hereby
agrees to furnish the entertainment and presentation as described above, all the terms and conditions
herein set forth.

Patrick Kavaney
Oakridge Concerts in the Park representative Entertainer

Date _____ Date 7/14/23



**Oakridge Concerts in the Park
Entertainment Agreement**

THIS AGREEMENT entered into on the date the last party signs, as indicated below the signatures, by and between OAKRIDGE CONCERTS in the PARK and:

ENTERTAINER Dorian May
AUTHORIZED AGENT/REPRESENTATIVE Dorian May
ADDRESS _____
CITY _____ STATE _____ PHONE _____

ENTERTAINER, agrees to render collectively, to their services as entertainer as follows:

Date of Performance 7/15/23
Time of Performance 2:50-3:50 and 4:10-5:10
Place of Performance 48362 Highway 58, Oakridge, OR. 97463/Greenwaters Park

OAKRIDGE CONCERTS IN THE PARK agrees to pay Entertainer the sum of \$ 500.00
Due and Payable Following Completion of Performance.

OAKRIDGE CONCERTS IN THE PARK agrees to provide: Sound reinforcement
Parking

OAKRIDGE CONCERTS IN THE PARK hereby engages the ENTERTAINER and the ENTERTAINER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

Oakridge Concerts in the Park Representative _____
Entertainer Dorian May

Date _____
Date 7-12-23



Oakridge Concerts in the Park
Entertainment Agreement

THIS AGREEMENT entered into on the date the last party signs, as indicated below the signatures, by and between OAKRIDGE CONCERTS in the PARK and:

ENTERTAINER Dorian May

AUTHORIZED AGENT/REPRESENTATIVE Dorian May

ADDRESS _____

CITY _____ STATE _____ PHONE _____

ENTERTAINER, agrees to render collectively, to their services as entertainer as follows:

Date of Performance 7/15/23

Time of Performance 2:50-3:50 and 4:10-5:10

Place of Performance 48362 Highway 58, Oakridge, OR 97463/Greenwaters Park

OAKRIDGE CONCERTS IN THE PARK agrees to pay Entertainer the sum of \$ 500.00⁰⁰
Due and Payable Following Completion of Performance.

OAKRIDGE CONCERTS IN THE PARK agrees to provide: Sound reinforcement
Parking

OAKRIDGE CONCERTS IN THE PARK hereby engages the ENTERTAINER and the ENTERTAINER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

Oakridge Concerts in the Park Representative Dorian May
Entertainer

Date 7-12-23
Date

Print this page

U-HAUL® Receipt



In-Town Return (In)

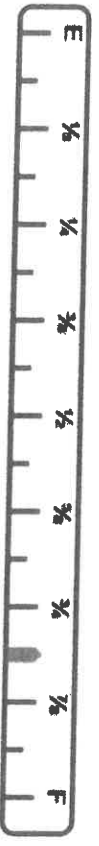
Contract No: 96989697
 Tuesday, July 25, 2023 2:46 PM
 KEEVER SUPPLY
 8547
 48679 HWY 58
 OAKRIDGE, OR 97463
 (541) 505-3951

Customer Name:
 KEVIN GOBELMAN
 47718 Portal Drive
 OAKRIDGE, OR 97463
 Cust Ph - Email:
 (541) 606-8482
 KEVIN.GOBELMAN
 @GMAIL.COM

Authorized Driver(s): KEVIN GOBELMAN

Rental Date/Time: 7/21/2023 5:37 PM
 Return Date/Time: 7/25/2023 2:42 PM
 Chargeable Rental Periods: 4

Equipment	MI Out	MI In	MI Rate	MI Charge	Coverage	Missing/Damage Charge	Rental Rate	Rental Charge	Actual Charges
TM - 10' Moving Van TM3223T AG97751-AZ	86918.0	86936.0	\$1.39 x 18.00	\$25.02	Safe Move: \$60.00	\$0.00	\$19.95	\$79.80	\$164.82



Card Type: Account: Type: Ref No.: Approved:
 MasterCard XXXX-XXXX-XXXX-3835 PAYMENT 198347
 MasterCard XXXX-XXXX-XXXX-3835 PAYMENT 457920
 Entry Method: Manual/Manual Application Label: Merchant ID:
 MasterCard 4445012490334
 MasterCard 4445012490334

Vehicle License Recovery Fee: \$4.00
 Environmental Fee: \$4.00
 Subtotal: \$172.82
 Rental Tax: \$0.00
 Total Rental Charges: \$172.82
 Credit Card Payment: \$78.07
 Credit Card Payment: \$94.75
 Net Paid Today: \$172.82

I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.
 U-Haul Vehicle(s) or Towable Equipment in your possession may be equipped with a U-Haul Location Tracking Device and/or OEM devices (such as OnStar®). Location information may be accessed for the reasons set forth in the U-Haul Privacy Policy available at <https://www.uhaul.com/Legal/Privacy/Notice/>.

8547

X
 KEVIN GOBELMAN
 MobileContractClose

U-Haul Signature - (8547)

Account Number	Post Date	Check	Description	Debit	Credit	Status	Balance	RTMP	DETAIL
XXXXXXXX0349	04/18/2024		US Postal Service	88.00		Posted	383.19	advert	Sponsorship stamps
XXXXXXXX0349	04/11/2024		Cascade Motel & Hwy Oakridgeor	47.00		Posted	451.19	rent	OJP 7
XXXXXXXX0349	04/01/2024		Statement Service Fee	3.00		Posted	498.19	admin	bank fee
XXXXXXXX0349	03/29/2024		Service Charge	10.00		Posted	501.19	admin	bank fee
XXXXXXXX0349	03/27/2024		Of Oakrl E 1st Street	138.00		Posted	511.19	rent	OJP
XXXXXXXX0349	03/27/2024		Oakridge Hardware Hwy Oakridgeor	31.98		Posted	649.19	supplies	locks
XXXXXXXX0349	03/27/2024		Egov Service Fee S Mocrea St	4.07		Posted	681.17	admin	bank fee
XXXXXXXX0349	03/01/2024		Statement Service Fee	3.00		Posted	587.23	admin	bank fee
XXXXXXXX0349	02/29/2024		Service Charge	10.00		Posted	590.23	admin	bank fee
XXXXXXXX0349	02/28/2024		Hourwristbands Beechnut St Houstontx	8.00		Posted	600.23	advert	coasters
XXXXXXXX0349	02/23/2024		Hourwristbands Beechnut St Houstontx	88.00		Posted	608.23	advert	coasters
XXXXXXXX0349	02/01/2024		Statement Service Fee	3.00		Posted	696.23	admin	bank fee
XXXXXXXX0349	01/31/2024		Service Charge	10.00		Posted	699.23	admin	bank fee
XXXXXXXX0349	01/26/2024		Bandzoogle Websi Ashland Ave Chicagoil	149.50		Posted	709.23	advert	hosting
XXXXXXXX0349	01/02/2024		Statement Service Fee	3.00		Posted	858.73	admin	bank fee
			TOTAL THIS SUBMITTAL	578.64					

Business of the City Council

City of Oakridge, Oregon

March 16, 2024

Agenda Title: Sasquatch Festival 2024
Alcohol Permit Request

Agenda Item No: 10.3

Proposed Council Action: A motion from
the floor to approve

Exhibits: Alcohol Permit Application

Author: CA

ISSUE:

The 2024 Sasquatch Festival is scheduled for July 19-21, 2024. They are applying for an alcohol permit to be able to serve alcohol at the event. www.sasquatchsummerfest.com/

FISCAL IMPACTS: None

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the alcohol permit application for the 2024 Sasquatch Festival."*

STRATEGIC THEMES/GOALS INVOLVED:

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

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



**TODD
NEISS**



**DAVID
SHEALY**



**KRISTI
SANDERS**



**CLIFF
BARACKMAN**



**JILL
REMENSNYDER**



**BRETT
EICHENBERGER**




**JULY 19TH, 20TH, 21ST, 2024
OAKRIDGE, OREGON**




**City of Oakridge
Alcohol Permit**
(Please fill in all applicable information.)

Category:	Event: <u>Susquatch Summer Fest</u>
Family: <input type="checkbox"/>	Event Sponsor: _____
Group: <input type="checkbox"/>	Date of Event: <u>July 19-21 of 2024</u>
Non-Profit: <input type="checkbox"/>	Hours of Event: <u>11-10 pm</u>
For Profit: <input checked="" type="checkbox"/>	Will you charge admission to the event? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Expected Number of People Attending the Event: <u>300</u>
	Applicant: <u>Priscilla Davidson</u>
	Contact Address: <u>76453 Willow St Oakridge OR</u>
	Contact Phone: <u>541-731-4673</u>

Facility To Be Reserved: (Check all that apply to Event)	Greenwaters: Entire Park: <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Community Building: <input type="checkbox"/>	
	Picnic Shelter: <input type="checkbox"/>	
	Amphitheater: <input type="checkbox"/>	
	Street Closure: _____	Which Street: _____
	WAC: Classroom <input type="checkbox"/> Senior Ctr <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	Gym <input type="checkbox"/> Kitchen <input type="checkbox"/>	
	Fire Hall Training Room: <input type="checkbox"/>	
	Have you scheduled the facility with the City? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Alcohol Permit:	Hours of Alcohol Service: <u>11am - 10 pm</u>
	Type of Food/Caterer: <u>Food carts + trucks</u>
	Security Measures: <u>OPD reserves</u>
	Date of Council Approval: _____
	After approval by the Council, please provide copies of:
	Certificate of Insurance: <input type="checkbox"/>
	Hold Harmless Agreement: <input type="checkbox"/>
	OLCC License: <input type="checkbox"/>

Noise Permit	Nature of Noise Generation: _____
	Estimated Distance Noise will be plainly audible: _____
	Is a variance required?: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	(If a variance is required, please explain the reason for the variance.)
	Attach a list of all residences/businesses within 500 feet.

Applicant Signature: Priscilla Davidson **Date:** 5-9-24

*Please see the conditions for these permits on the back of this application.
* If Council approval is required, submit application at least 45 days before event.*

Fees Received: _____ **Date:** _____

Final Approval Signature: _____ **Date:** _____



**Rental Agreement for the
Use of Alcohol in City Facilities**

Answers Should Be Provided on a Separate Sheet of Paper

1. You will be civilly liable for any damage or injuries that may occur during your event.
2. You will be responsible for the cleanup of the facility and for any required repairs.
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
4. Please provide a list of all neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum two personnel on duty at all times.
9. You must have controls in place to insure that minors do not consume alcohol at your event. Please describe.
10. You must have controls in place to insure that the adults who drink stay within the rented area. Please describe.
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.

Signature: _____

Business of the City Council

City of Oakridge, Oregon

March 16, 2024

Agenda Title: Alcohol Permit Request for Oregon Trail Gravel Grinder 2024

Agenda Item No: 10.4

Proposed Council Action: A motion from the floor to approve

Exhibits: Alcohol Permit Application

Author: CA

ISSUE:

The Oregon Trail Gravel Grinder 2024 is scheduled for June 27-29, 2024. They are applying for an alcohol permit to be able to serve alcohol at the event. They served alcohol last year and everything went smoothly. www.oregontrailgravelgrinder.com/

FISCAL IMPACTS: None

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the alcohol permit application for the 2024 Oregon Trail Gravel Grinder."*

STRATEGIC THEMES/GOALS INVOLVED:

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

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

**City of Oakridge
Alcohol Permit**
(Please fill in all applicable information.)

Category:	Event: <u>Oregon Trail Gravel Race</u>
Family: <input type="checkbox"/>	Event Sponsor: <u>Breakaway Promotions</u>
Group: <input type="checkbox"/>	Date of Event: <u>June 27-29th</u>
Non-Profit: <input type="checkbox"/>	Hours of Event: <u>1 PM - 10 AM</u>
For Profit: <input checked="" type="checkbox"/>	Will you charge admission to the event? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Expected Number of People Attending the Event: <u>400</u>
	Applicant: <u>Chad Sperry</u>
	Contact Address: <u>P.O. Box 112, Redmond, OR 97756</u>
	Contact Phone: <u>541-980-2378</u>

Facility To Be Reserved: (Check all that apply to Event)	Greenwaters:	Entire Park: <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
		Community Building: <input type="checkbox"/>	
		Picnic Shelter: <input type="checkbox"/>	
		Amphitheater: <input type="checkbox"/>	
	Street Closure:	<input type="checkbox"/> Which Street: _____	
	WAC:	Classroom: <input type="checkbox"/> Senior Ctr: <input type="checkbox"/>	
		Gym: <input type="checkbox"/> Kitchen: <input type="checkbox"/>	
		Fire Hall Training Room: <input type="checkbox"/>	
	Have you scheduled the facility with the City?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Alcohol Permit:	Hours of Alcohol Service: <u>5-8 PM</u>
	Type of Food/Caterer: <u>Catering</u>
	Security Measures: <u>8 Internal Security Personnel</u>
	Date of Council Approval: _____
	After approval by the Council, please provide copies of:
	Certificate of Insurance: <input type="checkbox"/>
	Hold Harmless Agreement: <input type="checkbox"/>
	OLCC License: <input type="checkbox"/>

Noise Permit	Nature of Noise Generation: <u>PA System</u>
	Estimated Distance Noise will be plainly audible: <u>400 Feet</u>
	Is a variance required?: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	(If a variance is required, please explain the reason for the variance.)
	Attach a list of all residences/businesses within 500 feet.

Applicant Signature: _____

Date: 5-9-24

*Please see the conditions for these permits on the back of this application.
* If Council approval is required, submit application at least 45 days before event.*

Fees Received: _____

Date: _____

Final Approval Signature: _____

Date: _____

Copies to Oakridge Police Department and Public Works

Revised: Mar. 4, 2010



**Rental Agreement for the
Use of Alcohol in City Facilities**

Answers Should Be Provided on a Separate Sheet of Paper

1. You will be civilly liable for any damage or injuries that may occur during your event.
2. You will be responsible for the cleanup of the facility and for any required repairs.
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
4. Please provide a list of all neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum two personnel on duty at all times.
9. You must have controls in place to insure that minors do not consume alcohol at your event. Please describe.
10. You must have controls in place to insure that the adults who drink stay within the rented area. Please describe.
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.

Signature: _____

Business of the City Council

City of Oakridge, Oregon

March 16, 2024

Agenda Title: Alcohol Permit Request for Triple Summit Challenge 2024

Agenda Item No: 10.5

Proposed Council Action: A motion from the floor to approve

Exhibits: Alcohol Permit Application

Author: CA

ISSUE:

The Triple Summit Challenge 2024 is scheduled for June 27-29, 2024. They are applying for an alcohol permit to be able to serve alcohol at the event. They served alcohol last year and everything went smoothly. <https://oakridgetriplesummitchallenge.com/>

FISCAL IMPACTS: None

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION: *"I move to approve the alcohol permit application for the 2024 Triple Summit Challenge."*

STRATEGIC THEMES/GOALS INVOLVED:

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


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

**City of Oakridge
Alcohol Permit**
(Please fill in all applicable information.)

Category:	Event: <u>Oakridge Triple Summit Challenge</u>
Family: <input type="checkbox"/>	Event Sponsor: <u>Ninkasi Brewing</u>
Group: <input type="checkbox"/>	Date of Event: <u>July 12-14 2024</u>
Non: Profit: <input type="checkbox"/>	Hours of Event: _____
For Profit: <input checked="" type="checkbox"/>	Will you charge admission to the event? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Expected Number of People Attending the Event: <u>70</u> <small>insert text here</small>
	Applicant: <u>Devin VansCoy</u>
	Contact Address: _____
	Contact Phone: <u>465 527 2222</u> <u>Springfield, OR. 97478</u>

Facility To Be Reserved: (Check all that apply to Event)	Greenwaters:	Entire Park: <input checked="" type="checkbox"/>	<input type="checkbox"/>
		Community Building: <input type="checkbox"/>	<input type="checkbox"/>
		Picnic Shelter: <input type="checkbox"/>	<input type="checkbox"/>
		Amphitheater: <input type="checkbox"/>	<input type="checkbox"/>
	Street Closure:	<input type="checkbox"/>	Which Street: _____
WAC:	Classroom: <input type="checkbox"/>	Senior Ctr: <input type="checkbox"/>	<input type="checkbox"/>
	Gym: <input type="checkbox"/>	Kitchen: <input type="checkbox"/>	<input type="checkbox"/>
	Fire Hall Training Room: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Have you scheduled the facility with the City?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<small>insert text here</small>

Alcohol Permit:	Hours of Alcohol Service: <u>All day</u>
	Type of Food/Caterer: <u>None</u>
	Security Measures: _____
	Date of Council Approval: _____
	After approval by the Council, please provide copies of:
	Certificate of Insurance: <input type="checkbox"/>
	Hold Harmless Agreement: <input type="checkbox"/>
	OLCC License: <input type="checkbox"/>

Noise Permit	Nature of Noise Generation: <u>Blue tooth speaker</u>
	Estimated Distance Noise will be plainly audible: _____
	is a variance required?: Yes <input type="checkbox"/> No <input type="checkbox"/>
	<small>(If a variance is required, please explain the reason for the variance.)</small>
	Attach a list of all residences/businesses within 500 feet.

Applicant Signature: Devin VansCoy **Date:** 5-12-24

*Please see the conditions for these permits on the back of this application.
* If Council approval is required, submit application at least 45 days before event.*

Fees Received: _____ **Date:** _____

Final Approval Signature: _____ **Date:** _____



**Rental Agreement for the
Use of Alcohol in City Facilities**

Answers Should Be Provided on a Separate Sheet of Paper

1. You will be civilly liable for any damage or injuries that may occur during your event.
2. You will be responsible for the cleanup of the facility and for any required repairs.
3. The event must conclude by 10:00 p.m. to be compliant with City ordinance or at the time approved by the City Council on the application.
4. Please provide a list of all neighboring businesses and residences and their addresses and phone numbers located within 500 feet of the activity. Each of these businesses or residents must be contacted with information about the event not more than 14 days, nor less than 7 days, prior to the event. The information must include a contact number for information requests or complaints.
5. If admission is charged at the event and alcohol is served, you must reserve the entire facility for the duration of the event.
6. Permit Applications for Alcohol Usage in City Facilities must be submitted to the City no less than 45 days before the event.
7. If alcohol is approved for service by the City Council, please provide a certificate of insurance for \$1,000,000, a hold-harmless agreement, and a copy of the OLCC license after approval of the Council at least two weeks before the event.
8. You must provide appropriate security during your event commensurate to the size of the event, i.e. one security trained and easily identifiable personnel for every 100 participants with a minimum two personnel on duty at all times.
9. You must have controls in place to insure that minors do not consume alcohol at your event. Please describe.
10. You must have controls in place to insure that the adults who drink stay within the rented area. Please describe.
11. If there are any changes as far as the amount of alcohol or the number of people attending, it is your responsibility to advise the City at 541-782-2258.
12. You must abide by the above conditions and any other stipulations the City may deem necessary.
13. If good order is not maintained at your event, the event may be shut down by the Oakridge Police Department for violation of a City ordinance.

Signature: _____

Business of the City Council

City of Oakridge, Oregon

May 16, 2024

Agenda Title: 7 New Committee Resolutions (Revised 2nd Readings)

Proposed Council Action: Motions from the floor to approve after 2nd readings by title only

Agenda Item No: 13.1 – 13.7

Exhibits: 7 Draft Committee Resolutions

Author: CA

ISSUE:

The following 7 committee Resolutions were drafted by the Administration Advisory Committee at the request of City Council:

13.1 Resolution 04-2024 Administration Advisory Committee

13.2 Resolution 05-2024 Audit Advisory Committee

13.3 Resolution 06-2024 Library Board

13.4 Resolution 07-2024 Parks & Community Development Committee

13.5 Resolution 08-2024 Public Safety Advisory Committee

13.6 Resolution 09-2024 RTMP & TRT Advisory Committee

13.7 Resolution 10-2024 OEDAC

On 4/18/2024, City Council approved all 7 Resolutions after their 1st readings, most by *non-unanimous* votes of 6-1 or 6-2. Council then moved to approve and adopt all 7 Resolutions after their 2nd readings by title only. This was in error because according to the Council Rules of Procedure, Resolutions can only be approved and adopted during the same meeting if the vote during the 1st reading was *unanimous*, which it was not. To remedy this oversight, **Council needs to provide 2nd readings (by title only is OK) of all 7 resolutions.** I conferred with our City attorney on this issue and he agreed with my legal analysis. If approved, the new resolutions will take effect on June 17, 2024.

These new committee resolutions make the following changes, as previously approved by Council:

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.
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 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.
4. Change the voting requirement to take action to: "A simple majority vote from the voting members in attendance at a meeting."
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 Public Safety Committee member.
11. Correct minor scrivener’s errors/typos (such as changing Community Services Director to Community Development Director).

As per point 2 above, all citizen members who are currently serving on committees that are full (have more than 5 citizen voting members) will be allowed to remain voting members of the committee until a committee member quits or their term expires, at which point the seat will not be filled. Any committees which are not full will be immediately reduced by the number of seats necessary to be reduced to 5 voting citizen members. Council already passed a Motion to codify this during the 4/18/24 city council meeting, so an additional motion is *not* needed.

FISCAL IMPACTS: None

OPTIONS: Approve, deny, or send back to the committee for further revisions.

STAFF RECOMMENDATION: Approve the 2nd readings (by title only) of all 7 Resolutions.

RECOMMENDED MOTIONS:

*“I move to approve and adopt Resolution **04-2024**, after a 2nd reading by title only.”*

*“I move to approve and adopt Resolution **05-2024**, after a 2nd reading by title only.”*

*“I move to approve and adopt Resolution **06-2024**, after a 2nd reading by title only.”*

*“I move to approve and adopt Resolution **07-2024**, after a 2nd reading by title only.”*

*“I move to approve and adopt Resolution **08-2024**, after a 2nd reading by title only.”*

*“I move to approve and adopt Resolution **09-2024**, after a 2nd reading by title only.”*

*“I move to approve and adopt Resolution **10-2024**, after a 2nd reading by title only.”*

STRATEGIC THEMES/GOALS INVOLVED:

All

CITY OF OAKRIDGE

RES. 04-2024 A RESOLUTION REPEALING AND REPLACING RES. 20-2020 THE CITY OF OAKRIDGE ADMINISTRATION ADVISORY COMMITTEE

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

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

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Administration Advisory Committee is hereby established. The committee shall consist of five (5) voting members: Five (5) citizens at large (*at least 3 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes*), and two (2) Non-voting members: One (1) City Councilor and one (1) City Administrator. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution.

The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

Seats 1 & 2: 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039, 01/2042

Seats 3 & 4: 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040, 01/2043

Seat 5: 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041, 01/2044

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

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

1. Formulating recommended resolutions, ordinances, and rules for the governance of the City for City Council consideration for approval.
2. Other activities within the scope of the committee, as assigned by the City Council or City Administrator.
3. Keep records of minutes for each meeting per ORS 192.650

4. An annual report should be completed in the fourth quarter of the calendar year.
5. Reports or recommendations of the Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____, Mayor

ATTEST:

Signed: _____, City Recorder

Ayes:

Nays:

CITY OF OAKRIDGE

RES. 05-2024 A RESOLUTION REPEALING AND REPLACING RES. 06-2022 THE CITY OF OAKRIDGE AUDIT ADVISORY COMMITTEE

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

WHEREAS, the purpose of the Audit Advisory Committee is to be an advisory body to the Oakridge City Council and to aid City staff in the selection of highly qualified City Auditors and to assure clear and complete transmittal of audit results to the City Council and the community;

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Audit Committee is hereby established. The committee shall consist of three (3) voting members: Two (2) City Councilors and one (1) Citizen Member of the Budget Committee, and one (1) Non-voting member: City Finance Director.

The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

Seat 1: Councilor Elected Term

Seat 2: Councilor Elected Term

Seat 3: 01/2025, 01/2027, 01/2029, 01/2031, 01/2033, 01/2035, 01/2037, 01/2039

SECTION 3: QUORUM & RULES: A quorum must be present in order to convene. Two (2) voting members of the committee shall constitute a quorum. A simple majority vote from the voting members in attendance at a meeting of the Committee shall be required to take any action. Regular meetings of the committee should occur as needed. The Chair, or in the Chair's absence the Vice Chair, may establish the date and time of the next committee meeting. No decisions will take place outside of the committee meetings. Committee members shall receive no compensation but shall be reimbursed for duly authorized expenses after prior approval from the City Administrator. The Committee shall have no authority to obligate the city for payment of any sums of money. Any committee member may add an item to the meeting agenda at any time.

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

1. Review with City Administrator and Finance Director those firms or individuals proposed for appointment as City Auditor in succeeding years.
2. Recommend to the City Council the appointment of the auditing firm that the Committee deems best suited to perform the annual City audit.
3. Discuss as necessary with the city auditors, any additional or particular areas of inquiry or audit focus which the auditors or the committee deem desirable or appropriate.
4. Review the communication to the Governing Body presented by the auditors. Discuss the material weakness(es) and/or significant deficiency(ies) (if any) and Best Practices

Recommendation(s) (if any) with the Finance Department and/or City Administrator. Verify that the auditors' recommendations are implemented as appropriate, and report to the City Council

5. Other activities within the scope of the committee, as assigned by the City Council.
6. Keep records of minutes for each meeting per ORS 192.650
7. An annual report should be completed in the fourth quarter of the calendar year.
8. Reports or recommendations of the Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____, Mayor

ATTEST:

Signed: _____, City Recorder

Ayes:

Nays:

CITY OF OAKRIDGE

RES. 06-2024 A RESOLUTION REPEALING AND REPLACING RES. 15-2020 THE CITY OF OAKRIDGE LIBRARY BOARD

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

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

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Library Board is hereby established. The committee shall consist of five (5) voting members: Five (5) citizens at large (*at least 3 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes*), and one (1) Non-voting member: One (1) City Councilor. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution.

The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

Seats 1 & 2: 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039, 01/2042

Seats 3 & 4: 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040, 01/2043

Seat 5: 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041, 01/2044

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

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

1. Formulating recommended rules and policies for the governance of the Library for City Council consideration for approval.
2. Oversight of recruitment, training and retention of Library volunteers.
3. All requests for expenditures of Library Funds requested by the board will be presented to the Library Coordinator for transmission to the proper authority. Expenditures will be made in

accordance with the procedures that are in place at the time of the request. All requests that are not budgeted regardless of the amount will be reviewed by the City Administrator prior to the expenditure. Any request for expenditures beyond the City Administrators authority will be forwarded to the City Council for approval of fund expenditures.

4. Oversight of programs, fundraisers and other activities that will utilize the Library.
5. Other activities within the scope of the committee, as assigned by the City Council.
6. Keep records of minutes for each meeting per ORS 192.650
7. Provide recommendations to the City Council of long term goals and objectives for the Library. Pursuant to ORS 357.520, each public library shall make an annual report to the State Library and to the governing board a form supplied by the State Library. Annual Reports will be completed in the fourth-quarter of the calendar year.
8. Reports or recommendations of the Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____, Mayor

ATTEST:

Signed: _____, City Recorder

Ayes:

Nays:

CITY OF OAKRIDGE

RES. 07-2024 A RESOLUTION REPEALING AND REPLACING RES. 17-2020 THE CITY OF OAKRIDGE PARKS & COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

WHEREAS, the City of Oakridge City Council desires to repeal and replace all previous Parks & Community Development Committee Resolutions, and;

WHEREAS, the purpose of the Parks & Community Development Committee is to be an advisory body to the Oakridge City Council and to aid City staff by providing input on City Streets, Water, Wastewater, Stormwater Systems, Parks, Trails, and Outdoor Spaces.

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Parks & Community Development Committee is hereby established. The committee shall consist of five (5) voting members: Five (5) citizens at large (*at least 3 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes*), and three (3) Non-voting members: One (1) City Councilor, one (1) City Administrator, and one (1) Community Development Director. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution.

The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

Seats 1 & 2: 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039, 01/2042

Seats 3 & 4: 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040, 01/2043

Seat 5: 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041, 01/2044

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

SECTION 4: RESPONSIBILITIES: The responsibilities of the Parks & Community Development Committee shall be as follows:

1. Provide oversight of the Comprehensive Plan, Transportation System Plan, Stormwater Plan, Community Trails Plan, and the Parks Master Plan
2. Other activities within the scope of the committee, as assigned by the City Council.

3. Keep records of minutes for each meeting per ORS 192.650
4. An annual report should be completed in the fourth quarter of the calendar year.
5. Reports or recommendations of the Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____, Mayor

ATTEST:

Signed: _____, City Recorder

Ayes:

Nays:

CITY OF OAKRIDGE

RES. 08-2024 A RESOLUTION REPEALING AND REPLACING RES. 18-2020 THE CITY OF OAKRIDGE PUBLIC SAFETY ADVISORY COMMITTEE

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

WHEREAS, the purpose of the Public Safety Committee is to be an advisory body to the Oakridge City Council and to aid City staff by providing input to aid in the development of public safety policies and procedures;

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Public Safety Committee is hereby established. The committee shall consist of five (5) voting members: Five (5) citizens at large (*at least 3 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes*), and up to seven (7) Non-voting members: One (1) City Councilor and one (1) City Administrator, The Chiefs of Police and Fire, and designee(s) from Hazeldell Rural Fire, City of Westfir, and Oakridge School District as designated by their respective boards. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution.

The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

Seats 1 & 2: 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039, 01/2042

Seats 3 & 4: 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040, 01/2043

Seat 5: 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041, 01/2044

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

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

1. To advise the City Council of the committee's recommendations regarding public safety policy, service levels, fiscal budgetary impacts, and sustain safe, healthy and livable neighborhoods.
2. To advise Council on educating the community about public safety and health issues, concerns and programs.

3. To facilitate Oakridge community involvement in public safety and health and increase citizen awareness of both.
4. In line with the above stated objectives, the following are examples of issues for the Public Safety Committee:
 - a. Advise the City Council on:
 - Disaster Preparedness
 - Emergency Management
 - Emergency Medical Services
 - Fire and Rescue Services
 - Police Services
 - Public Safety at City Facilities
 - Public Safety Legislation
 - Post-Incident Management
 - Traffic Management
 - b. Identify public safety and health needs in Oakridge
 - c. Develop educational programs and materials to increase community awareness.
 - d. Organize and conduct public forums on public safety and health agencies.
 - e. Promote opportunities for citizens to assist public safety agencies through volunteer activities like: Neighborhood Watch Program, volunteer firefighters, police reserve program, community emergency response teams, Red Cross volunteers and Search and Rescue.
5. Other activities within the scope of the committee, as assigned by the City Council.
6. Keep records of minutes for each meeting per ORS 192.650
7. An annual report should be completed in the fourth quarter of the calendar year.
8. Reports or recommendations of the Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____, Mayor

ATTEST:

Signed: _____, City Recorder

Ayes:

Nays:

CITY OF OAKRIDGE

RES. 09-2024 A RESOLUTION REPEALING AND REPLACING RES. 07-2022 THE CITY OF OAKRIDGE RURAL TOURISM MARKETING PROGRAM (RTMP) & TRANSIENT ROOM TAX (TRT) ADVISORY COMMITTEE

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

WHEREAS, the purpose of the RTMP & TRT Committee is to be an advisory body to the Oakridge City Council and to aid City staff by reviewing applications and providing recommendations to the City Council for the distribution of Lane County TRANSIENT LODGING TAX (TLT) dollars received in the City of Oakridge.

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge RTMP & TRT Committee is hereby established. The committee shall consist of five (5) voting members: Five (5) citizens at large (*at least 3 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes*), and two (2) Non-voting members: One (1) City Councilor and one (1) City Administrator. No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution.

The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

Seats 1 & 2: 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039, 01/2042

Seats 3 & 4: 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040, 01/2043

Seat 5: 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041, 01/2044

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

SECTION 4: RESPONSIBILITIES: The responsibilities of the RTMP & TRT Committee shall be as follows:

1. Reviewing, prioritizing and submitting all requests for RTMP & TRT funds to the City Council for approval.
2. Other activities within the scope of the committee, as assigned by the City Council.

3. Keep records of minutes for each meeting per ORS 192.650
4. An annual report should be completed in the fourth quarter of the calendar year.
5. Reports or recommendations of the Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____, Mayor

ATTEST:

Signed: _____, City Recorder

Ayes:

Nays:

CITY OF OAKRIDGE

RES. 10-2024 A RESOLUTION REPEALING AND REPLACING RES. 03-2023 THE CITY OF OAKRIDGE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

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

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

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

SECTION 1: ESTABLISHMENT & MEMBERSHIP: The Oakridge Economic and Development Committee is hereby established. The committee shall consist of five (5) voting members: Five (5) citizens at large (*at least 3 must reside within Oakridge city limits, up to 2 may reside outside city limits but must live within the 97463 or 97492 zip codes*), and four (4) Non-voting members: One (1) City Councilor, the City Administrator, the Community Development Director and a member of the Oakridge/Westfir Chamber Board of Directors (appointed by their board). No staff member may apply as a voting citizen member if they are assigned to the committee as a non-voting member by the City Administrator or per resolution.

The Committee will, at its first meeting in January of each year, or at any point in the year by simple majority vote, elect a Chair, Vice Chair, and a Secretary from the voting and non-voting members.

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

Seats 1 & 2: 01/2024, 01/2027, 01/2030, 01/2033, 01/2036, 01/2039, 01/2042

Seats 3 & 4: 01/2025, 01/2028, 01/2031, 01/2034, 01/2037, 01/2040, 01/2043

Seat 5: 01/2026, 01/2029, 01/2032, 01/2035, 01/2038, 01/2041, 01/2044

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

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

1. Committee members shall receive no compensation but shall be reimbursed for duly authorized expenses after prior approval from the City Administrator. The Committee shall have no authority to obligate the city for payment of any sums of money.

2. No member of the Committee shall participate in any Committee proceedings, action or vote in which any of the following has a direct or substantial financial interest: member or the spouse, brother, sister, child, parent, father-in-law, mother-in-law, of the member, any business in which the member is then serving or has served within the previous two (2) years, or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflicts of interests shall be disclosed at the commencement of the meeting of the Committee where the proceedings, action or vote is being taken.
3. When requested by the City Council or the City Administrator, the committee will assist in the vetting process of specific projects and leads. The City Administrator will delegate tasks to the committee members individually and confidentially. All members vetting notes shall be marked "CONFIDENTIAL" with the members name and date. All notes shall be turned into the City Administrator for confidential record keeping, and will not be made available or released to the public. When ready, the OEDAC committee shall hold an Executive Session (ES) under ORS 192.660 (2)(e) to deliberate over their findings and come to a consensus for their recommendation to the City Council. The City Administrator will then draft a written recommendation to take to City Council in executive session or regular session as appropriate at his or her discretion.
4. Other activities within the scope of the committee, as assigned by the City Council.
5. Keep records of minutes for each meeting per ORS 192.650
6. An annual report will be completed in the fourth quarter of the calendar year.
7. Reports or recommendations of the Oakridge Economic Development Advisory Committee shall be in writing, considered advisory in nature, and shall not be binding on the City Council.

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

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

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____, Mayor

ATTEST:

Signed: _____, City Recorder

Ayes:

Nays:

Business of the City Council

City of Oakridge, Oregon

March 16, 2024

Agenda Title: Resolution 11-2024
Authorizing an additional loan from the
Safe Drinking Water Revolving Loan Fund

Proposed Council Action: A motion from
the floor to approve

Agenda Item No: 13.8

Exhibits: Draft Resolution 11-2024, Project
S22006 Financing Contract (2021), Project
S22006 Financing Contract Amendment 1,
Amended Loan Award Letter from Business
Oregon

ISSUE:

In December of 2021, City Council authorized accepting a loan for up to \$260,000 from the Safe Drinking Water Revolving Loan Fund through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), to finance the needed improvements and pump replacement to Well #2. Total costs to fully complete this project have since increased to \$289,902 (\$29,902 over the original \$260,000 loan maximum), and City Council has already approved multiple "Change Orders" associated with this project (Well #2 Refurbishment & Pump Replacement project, AKA Business Oregon/OBDD Project Number S22006).

Business Oregon has approved amending the City's current loan to cover the overages. As per the Amended Loan Award Letter from Business Oregon (a copy is included as an exhibit), they are willing to increase our loan maximum to \$289,902 (an additional \$29,902), through the signing of the Project S22006 Financing Contract Amendment 1 (loan agreement) document by Mayor Cutchen, after authorization from City Council to do so through the passage of this proposed Resolution 11-2024.

It should be noted that \$139,951 of this loan is *forgivable*. Only the remaining \$149,951 requires repayment, which has a fixed interest rate of 1.00% for a maximum term of 30 years. A copy of the original 2021 Financing Agreement, draft of Resolution 11-2024, and the Amended Loan Award Letter from Business Oregon are also attached as exhibits. The Resolution is necessary to approve the increased loan and to authorize Mayor Cutchen to sign the loan agreement amendment on behalf of the City. City staff, including Public Works and City Engineer Ed Hodges, are all in support of this Resolution and the loan increase. The deadline to have the loan agreement amendment back to Business Oregon is 6/6/2024. The Resolution can be passed during one meeting if the vote on the 1st reading is unanimous.

FISCAL IMPACTS: \$29,902 loan increase at 1% interest

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION 1: *“I move to approve Resolution 11-2024 authorizing a loan from the Safe Drinking Water Revolving Loan Fund, after a first reading.”*

RECOMMENDED MOTION 2 (only if the 1st vote is unanimous): *“I move to approve and adopt Resolution 11-2024 authorizing a loan from the Safe Drinking Water Revolving Loan Fund, after a 2nd reading by title only.”*

STRATEGIC THEMES/GOALS INVOLVED:

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

CITY OF OAKRIDGE

RES. 11-2024 A RESOLUTION AUTHORIZING A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

The City Council (the “Governing Body”) of the City of Oakridge (the “Recipient”) finds:

- A. The Recipient is a community or nonprofit non-community water system as defined in Oregon Administrative Rule 123-049-0010.
- B. The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the “Act”), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.
- C. The Recipient previously entered into Financing Contract with the OBDD for the project described in Exhibit C to the Financing Contract (the “Project”), project number S22006, in the principal loan amount of \$260,000, effective 27 December 2021.
- D. The OBDD has approved the Recipient’s application for additional financial assistance from the Safe Drinking Water Revolving Loan Fund.
- E. The Recipient is required, as a prerequisite to the receipt of additional financial assistance from the OBDD, to enter into Amendment 1 to the Financing Contract with the OBDD, substantially in the form attached hereto as Exhibit A.
- F. Notice relating to the Recipient’s consideration of the adoption of this [Ordinance/Resolution/Order] was published in full accordance with the Recipient’s charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the **Oakridge Mayor** to execute the Financing Contract [and the Promissory Note] (the “Financing Documents”) and such other documents as may be required to obtain additional financial assistance, including additional loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the Recipient is not more than \$289,902 with \$149,951 eligible for principal forgiveness if contract conditions are met) and the interest rate is not more than 1% if contract conditions are met (and 1.65% if not met). The proceeds of the loan from the OBDD must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.
2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:
 - (a) Revenue from Recipient’s water system, including special assessment revenue;
 - (b) Amounts withheld under subsection 285A.213(6);
 - (c) The general fund of the Recipient;
 - (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
 - (e) Any other source.

3. Additional Documents. The City Administrator is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The [name of officer] of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or their bond counsel to protect the tax-exempt status of such interest.

This resolution becomes effective immediately.

PASSED BY THE COUNCIL OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Ayes:

Nays:

APPROVED AND SIGNED BY THE MAYOR OF THE CITY OF OAKRIDGE THIS _____, DAY OF _____, 2024.

Signed: _____,
Bryan Cutchen, Oakridge Mayor

ATTEST:

Signed: _____
Jackie Taylor, Oakridge City Recorder

Amendment Number 1

Project Name: Well No. 2 Improvements

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Oakridge, Oregon (“Recipient”), and amends the Financing Contract between Recipient and OBDD, Project Number S22006, dated 27 December 2021, (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to increase the Loan amounts to cover additional costs related to well cleaning and pump installation.

The parties agree as follows:

1. Amend the following in Section 1 – Key Terms of the Contract as follows (deletion in ~~strikethrough~~; addition in double underline):

“Estimated Project Cost” means ~~\$260,000~~ \$289,902.

“Forgivable Loan Amount” means ~~\$135,000~~ \$149,951.

“Section 2A. Loan Amount” means ~~\$125,000~~ \$139,951.

2. Remove Exhibit D- Project Budget of the Contract in its entirety and replace with the following new Exhibit D:

EXHIBIT D - PROJECT BUDGET		
Line Item Activity	OBDD Funds	Other / Matching Funds
Design / Engineering	\$20,000	\$0
Construction	\$259,902	\$0
Labor Standards	\$5,000	\$0
Project Management	\$5,000	\$0
Construction	\$289,902	\$0

3. Remove Exhibit E- Information Required by 2 CFR § 200.332(a)(1) of the Contract in its entirety and replace with the following new Exhibit E:

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)
--

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): City of Oakridge
- (ii) Subrecipient’s Unique Entity Identifier (SAM): XJQZMAY3QM58
- (iii) Federal Award Identification Number (FAIN): 98009020
- (iv) Federal Award Date: 09 September 2020
- (v) Sub-award Period of Performance Start and End Date: 1 September 2021 through 27 December 2024

- (vi) Sub-award budget period start and end dates: 1 September 2021 through 27 December 2024
- (vii) Total Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$289,902
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$289,902
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$289,902
- (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Oregon’s Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Edward Tabor, Infrastructure and Program Services Director, 503-949-3523
- (xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 66.468 Safe Drinking Water State Revolving Fund,
Amount: \$289,902
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: 10%
- * For the purposes of this Exhibit E, “Subrecipient” refers to Recipient and “pass-through entity” refers to OBDD.

OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development Department

CITY OF OAKRIDGE

By: _____
Edward Tabor, Infrastructure & Program
Services Director

By: _____
The Honorable Bryan Cutchen,
Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050



April 23, 2024

Honorable Brian Cutchen, Mayor
City of Oakridge
PO Box 1410
Oakridge, OR 97463

RE: Amended Award for Safe Drinking Water Revolving Loan Fund, Well No. 2
Improvements, Project Number S22006

Dear Mayor Cutchen:

We are pleased to inform you that your request to increase the loan amount has been approved. The amended award consists of a loan of \$139,951 and a forgivable loan of \$149,951. The interest rate on the loan will be 1.00% for a maximum term of 30 years.

This change is subject to execution of an amendment to our contract. The contract amendment documents will be sent to you shortly for your review and signature.

If you have any questions, please contact me at 971-719-6147.

Sincerely,

Carolyn Craig

Carolyn Craig, Regional Project Manager
Business Oregon

c: James Cleavenger, City Administrator
Adam DeSemples, OHA

SUMMARY OF AMENDED AWARD

Project Number: S22006 **Date of Award:** April 19, 2024

Recipient: City of Oakridge

Project Name: Well No. 2 Improvements

Source of Funding (Grant/Loan/Forgivable Loan)	Original Award Amount	Amended Amount	Total Award Amount
SDWRLF – Loan	\$125,000	\$14,951	\$139,951
SDWRLF – Forgivable Loan	\$125,000	\$14,951	\$139,951
SDWRLF – Forgivable Loan (Labor Standards)	\$5,000	\$0	\$5,000
SDWRLF – Forgivable Loan (Project Mgmt.)	\$5,000	\$0	\$5,000
Total	\$260,000	\$29,902	\$289,902

General Description of Loan	
Interest Rate	1.00%
Maximum Term	30 Years

Approved Project Description
Rehabilitation of municipal well #2; activities include: <ul style="list-style-type: none"> Removal of existing well pump, column and shaft Clean well column and screen Installation of new well pump, column and shaft Minor improvements to electrical and telemetry systems

Note: The full terms and conditions will be contained in the contract; in addition to the standard contract terms and conditions, the following special or additional conditions have been placed on the award:

FINANCIAL CONDITIONS:

Recipient to provide an updated disbursement schedule.

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Well No. 2 Improvements

Project Number: S22006

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Oakridge, Oregon ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Loan Security
Exhibit C	Project Description
Exhibit D	Project Budget
Exhibit E	Information Required by 2 CFR § 200.332(a)(1)
Exhibit F	Certification Regarding Lobbying

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$260,000.

"Forgivable Loan Amount" means \$135,000.

"Section 2A. Loan Amount" means \$125,000.

"Interest Rate" means 1.0% per annum.

"Maturity Date" means the 29th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan in an aggregate principal amount not to exceed the Section 2.A. Loan Amount.
- B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

“Loan” means, collectively and individually without distinction, as the context requires, the loans described in this section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement.

OBDD shall allocate any disbursement equally between the Section 2.A. Loan and the Forgivable Loan. Notwithstanding the preceding sentence, those portions of the Forgivable Loan indicated in the budget line-items for Labor Standards Compliance and Project Management remain dedicated to those specific line-item activities and not affected by any equal division allocation.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.
- F. Forgiveness. Subject to satisfaction by Recipient of any special conditions in Exhibit C, if Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, OBDD shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Loan. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, which survive payment of the Loan.

Notwithstanding the preceding paragraph, if, at the Project Completion Date, the average monthly residential water rates for the water supplied by the System are not at or above the affordability rate of \$39.03 per 7,500 gallons, then \$50,000 of the amount due under the Forgivable Loan will not be forgiven. Further, the Section 2.A. Loan and the Forgivable Loan will, at OBDD's discretion and after notice to Recipient, be modified as follows:

Interest accrues from the Project Completion Date at the rate of 1.65% per annum.

The above-described modification will be effective without the necessity of executing any further documents. However, at OBDD's request, Recipient shall execute and deliver to OBDD such additional agreements, instruments and documents as OBDD deems necessary to reflect such modification, including but not limited to an amendment to the Contract.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.

- (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) Recipient delivers to OBDD an estimated schedule for Disbursement Requests for Project design, covering anticipated number, submission dates, and amounts. Prior to beginning construction, Recipient must also deliver to OBDD an estimated schedule for Disbursement Requests for construction, covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE
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- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
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The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) The Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C. Oregon state procurement regulations will satisfy federal procurement requirements of 2 CFR part 200, subpart D.
 - (2) State labor standards and wage rates found in ORS chapter 279C, and federal prevailing wage provisions in accordance with the federal Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002).
 - (3) The Recipient is required to place a sign at construction sites supported under this Loan displaying the U.S. Environmental Protection Agency (“EPA”) logo in a manner that informs the public that the Project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with EPA signage requirements at: [http://www2.epa.gov/sites/production/files/2015-01/documents/signage_required tc.pdf](http://www2.epa.gov/sites/production/files/2015-01/documents/signage_required_tc.pdf)
 - (4) SAFE DRINKING WATER IN OREGON: Program Guidelines & Applicant’s Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund, as amended from time to time (“Safe Drinking Water Handbook”), available at <https://www.orinfrastructure.org/assets/docs/IFA/SDWhandbook.pdf>.
 - (5) Federal Crossing-Cutting Authorities. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable (“Cross-Cutting Authorities”). The Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
 - (6) Lobbying. The Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. “Lobbying” means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above. The Recipient shall submit to OBDD a Certification Regarding Lobbying, the form of which is

attached as Exhibit F, and any applicable quarterly disclosure statement of covered lobbying activity. The Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement, and submit them to Recipient. The Recipient shall retain such certifications and make them available for inspection and audit by OBDD, the federal government or their representatives. The Recipient shall forward any disclosure statements to OBDD.

- (7) Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “66.468, Capitalization Grants for Drinking Water State Revolving Funds.” Recipient is a sub-recipient.

(a) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

- (8) Disadvantaged Business Enterprises. The Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. The Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. The Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. The Recipient agrees to apply the current regional fair share objectives.

The Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (9) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (10) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II are obligations of Recipient, as applicable, and must be included, as applicable, by Recipient in its contracts related to the Project.
- (11) Iron and Steel Products. Pursuant to the 2016 Consolidated Appropriations Act (P.L. 114-113), none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (12) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Provide OBDD with copies of all Oregon Health Authority – approved plans and specifications relating to the Project, and a timeline for the construction bidding / award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (4) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (5) Permit OBDD to inspect the Project at any time.
- (6) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (7) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- (9) In the case of construction projects, prior to final disbursement of the Loan, Recipient shall install necessary source meters and service meters on all connections throughout the System.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.

E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project,

including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds]. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial

standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- O. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- P. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.
 - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse

the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.

- (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing

Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. § 1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. **Remedies.** Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Exercising any remedy listed in OAR 123-049-0040.
- B. **Application of Moneys.** Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. **No Remedy Exclusive; Waiver; Notice.** No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. **Default by OBDD.** In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. **Time is of the Essence.** The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. **Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.**
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

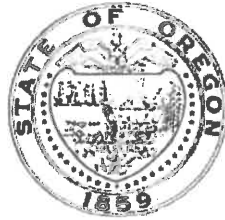
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.




STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development
Department



CITY OF OAKRIDGE

By: Chris Cummings
Chris Cummings, Assistant Director
Economic Development

Digitally signed by Chris
Cummings
Date: 2021.12.27
14:13:11 -08'00'

By: 
The Honorable Kathy Holston,
Mayor of Oakridge

Date: _____

Date: 11/04/2021

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson as per email dated 21 October 2021
Wendy Johnson, Senior Assistant Attorney General

Received 12/22/21

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 9 September 2021.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Section 2.A. Loan and the Forgivable Loan.

“Forgivable Loan” means the forgivable Loan described in section 2.B.

“Section 2.A. Loan” means the Loan described in section 2.A. of this Contract.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B – LOAN SECURITY

- A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System
- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 - (2) The Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to the OBDD Lien. The Recipient shall not incur any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity with the OBDD Lien unless (a) no Event of Default has occurred and is continuing and (b) the annual Net Revenues exceed 120% of the annual debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of the Net Revenues that is on parity with the OBDD Lien. Prior to the issuance of any obligation to be payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, Recipient shall deliver to OBDD a certificate demonstrating that the requirements of this paragraph are satisfied.
 - (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 - (4) The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to 120% of the annual debt service due in the fiscal year on the Loan and any outstanding obligation payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.
 - (5) The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

Recipient shall with the assistance of an Oregon licensed contractor:

Remove and replace the existing well pump, pump shaft and column. The well column will then be cleaned along with the well screen by physically brushing and chemical treatment methods. After cleaning the well column and screen, the well will be flushed and flow tested to record the improvement in production. A new well pump, column and shaft will then be installed in the well and then tested and started up. Additional minor improvements will be made to motor controls and electrical and telemetry systems so the well operates more efficiently.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Design / Engineering	\$20,000	\$0
Construction	\$230,000	\$0
Labor Standards	\$5,000	\$0
Project Management	\$5,000	\$0
Construction	\$260,000	\$0

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): City of Oakridge
 - (ii) Subrecipient's DUNS number: 140785739
 - (iii) Federal Award Identification Number (FAIN): 98009020
 - (iv) Federal Award Date: 9 September 2020
 - (v) Sub-award Period of Performance Start and End Date: 1 September 2021 through 1 July 2022
 - (vi) Total Amount of Federal Funds Obligated by this Contract: \$260,000
 - (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$260,000
 - (viii) Total Amount of Federal Award to the pass-through entity: \$14,487,000
 - (ix) Federal award project description: Oregon's Drinking Water State Revolving Fund: This fund increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
 - (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund
Amount: \$260,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: N/A
- * For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

EXHIBIT F - CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed Ketty Halston
Title MAYOR, CITY OF OAKRIDGE
Date NOVEMBER 10, 2021

Business of the City Council

City of Oakridge, Oregon

March 16, 2024

Agenda Title: Ordinance 945 (Franchise Agreement with Hunter Communications)

Proposed Council Action: A motion from the floor to approve

Agenda Item No: 13.9

Exhibits: Ord 945 (new Franchise Agreement), Ord 906 (current Franchise Agreement)

Author: CA

ISSUE:

In 2015, City Council passed Ordinance 906, a Franchise Agreement with Hunter Communications, to allow Hunter to use the City's rights of ways to expand their fiber internet services in the Oakridge area, in exchange for 5% of Hunter's gross revenue from all telecommunications services it sells to Oakridge customers. It expires on 3/5/2025 or whenever a new Franchise Agreement Ordinance is approved and adopted. A new Franchise Agreement (Ordinance 945) has been drafted for Council's consideration.

However, in the time since placing this item on the council agenda, additional issues regarding some of the terms of the proposed new Franchise Agreement Ordinance have been identified and need to be negotiated and reviewed by our City Attorney, so **this agenda item will most likely be tabled.**

If an agreement can be reached prior to Thursday, Council will be provided with a revised draft of the proposed new Franchise Agreement (Ord 945), as well as City Attorney Matt Dahlstrom's recommendation. A representative from Hunter Communications will be available via Zoom during the meeting to help answer any questions Councilors may have. The original Franchise Agreement (Ord 906) and the *draft* of the new Franchise Agreement (Ord 945) with the areas still being negotiated highlighted in yellow, are both attached as exhibits.

It is unknown how much revenue the city will receive through this Franchise agreement, but it is estimated to be substantial due to Hunter's planned expansion of their fiber internet services.

FISCAL IMPACTS: UNK

OPTIONS: Approve or Deny

STAFF RECOMMENDATION: Approve

RECOMMENDED MOTION 1: *"I move to approve Ordinance 945, a Franchise Agreement with Hunter Communications, which will replace Ordinance 906, after a first reading."*

RECOMMENDED MOTION 2 (only if the 1st vote is unanimous): *"I move to approve and adopt Ordinance 945, a Franchise Agreement with Hunter Communications, which will replace Ordinance 906, after a 2nd reading by title only."*

STRATEGIC THEMES/GOALS INVOLVED:

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

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

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

DRAFT ORDINANCE NO. 945

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 906, GRANTING HUNTER COMMUNICATIONS & TECHNOLOGIES LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF OAKRIDGE, OREGON AND SETTING AN EFFECTIVE DATE

THE CITY OF OAKRIDGE OREGON ORDAINS AS FOLLOWS:

Section 1. Definitions - as used in this ordinance:

"City" means City of Oakridge, Oregon.

"Grantee" means Hunter Communications & Technologies LLC., the grantee of rights under this franchise, including its successors or assigns.

"Council" means the City Council of the City of Oakridge, Oregon.

"Data Services" means the transmission of information, facts, concepts or instructions in a formalized manner, suitable for communication, interpretation or processing, by any means or protocol of transmission, and the equipment necessary for such transmission. Voice and video services are sometimes included in data services. The definitions here are stated separately so as to be inclusive rather than exclusive of forms of fiber based services. Includes the sending and receiving of data from and to any ultimate customer.

"Facilities" means the conduits, cables, poles, wires, fibers, fixtures, underground lines, manholes and appurtenances thereto, including other technical Facilities necessary for the purpose of providing data, voice and video services.

"Gross revenues" means all revenues earned and received by the Grantee in the delivery of data, voice and video services within the City of Oakridge and is further defined in Section 8.

"Person" means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

"Rights of way" include streets, land paths, boulevards, avenues, circles, drives, lanes, roads, highway, bridges, alleys, sidewalks, and public utility easements, including the subsurface under and air space over these areas and similar public ways and extensions and additions thereto. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for siting telecommunications facilities. "Rights of way" excludes other property owned by the City, such as parks or public buildings.

"Video Services" means the transmission by any means or technology, of visual images, including moving and still images intended for perception by the human eye, either as a one way or two way transmission, and all equipment or facilities necessary for such transmission.

"Voice Services" includes providing processing and transmission of voice communications, including all equipment associated with such transmission. It also includes services related to or commonly sold in connection with the transmission of voice communications, such as, but not limited to, call waiting, call forwarding, voice mail and similar services. "Voice Services" includes all forms of transmission of voice communications, regardless of the medium or method of transmission.

"Ultimate consumer" means any entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.

Section 2. Grant of Authority. City grants to Grantee the right and privilege, subject to all City of Oakridge ordinances, policies, rules and regulations, to construct, install, maintain and operate over, in, on and under the present and future City rights of way of the City of Oakridge facilities necessary for the purpose of providing fiber-based services. This franchise is not exclusive, and City reserves the right to grant a similar privilege to any other Person at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This franchise does not grant any rights with regard to attaching to or using any City or public property located within the rights-of-way (i.e. street lights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

Section 3. Compliance with Laws, Rules and Regulations. The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. Nothing herein however shall be construed to change or modify any applicable Oregon law regarding Grantee's ability to recover costs for any relocation of its Facilities. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure or Facility within the public right of way when the City determines that the public convenience requires such changes or removal. The expense of said change shall be paid by Grantee.

Section 4. Grantee Liability, Indemnification of City and Insurance.

1. Grantee shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities, provided such loss or claim is not as a result of the City's negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole negligence or willful misconduct of the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.
3. This franchise shall not be effective until Grantee secures, and shall at all times be conditioned upon Grantee maintaining, a comprehensive liability insurance policy which shall contain the following provisions:
 - a. Grantee shall obtain, at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense. The insurance policies may provide for self-retention or deductibles in

reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.

- b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
- c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy. Grantee will require that its insurance carrier give the City 30 days written notice of any change in insurance coverage.
- d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days notice of cancellation provision shall be physically endorsed on the policy.
- e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
- f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions with in this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

Section 5. Conditions on Right of Way Occupancy.

1. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights of way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
2. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee.
3. **Relocation.** Except as provided below, if the removal or relocation of Facilities is caused directly by an identifiable development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion. In the event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be

reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.

4. **Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City, Grantee must also locate and relocate its facilities underground.
5. **Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsections 3 and 4 of this section.

Section 6. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer.

Section 7. City Rights in Franchise.

1. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this franchise and make such inspections as it shall find necessary to insure compliance with governing laws, ordinances, rules and regulations.
2. **Termination or Abandonment of Franchise.** Upon any termination of this franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this franchise:
 - a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law; and
 - b. Value shall be determined by an appraiser who is mutually acceptable to City and Grantee. In the event that City and grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser, and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.
 - c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.
3. **City Connection to Facilities.** In addition to City's other rights in this franchise, **and so long as**

Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at **half (50%) the price of the Grantee's most favorable rate** applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay franchise fees to the City under Section 8 of this Ordinance.

Section 8. Franchise Fee (Compensation for Use of the Rights of Way).

1. In consideration of the rights, privileges, and franchise hereby granted, Grantee shall pay monthly to City the sum of **five percent (5%)** of gross revenue earned from all telecommunications services, specifically including data, voice and video services, provided by Grantee through **Grantee's use of the City rights of way.** ~~Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues.~~ Gross revenues do not include taxes, fees or assessments of general applicability collected by the Grantee from Ultimate consumers for pass-through to a government agency or revenue paid directly by the United States of America or any of its agencies.
2. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
3. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
4. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

Section 9. Grantee Records and Reports.

1. Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, **free of charge**, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

Section 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City. The public works department of the City of Oakridge is hereby allowed to expedite the approval process of all permit applications or requests related to activities conducted by Franchisee under this agreement. The purpose of an expedited process is to reduce the use of City

resources for activities that require only a minimal amount of review due to their minimally disruptive nature, typical of minor modifications and/or standard telecommunications activities associated with this Franchise Agreement.

Section 11. Enforcement and Termination of Franchise for Violation.

1. **Default:** Time of payment and performance are of the essence in the franchise. The following shall be events of default:
 - a. **Default in Payments.** The failure of Grantee to pay City when due any amounts required by the franchise and such failure continues for a period of ten (10) days after the first overdue notice.
 - b. **Default in Other Covenants.** The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.
2. **Termination.** Upon the occurrence of an event of default, this franchise may be terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

Section 12. Remedies not Exclusive; Waiver. All remedies under this ordinance, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

Section 13. Franchise Term. This franchise is granted for a term of five years beginning on the date on which this franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this franchise for a similar term if this franchise is not in default at its expiration.

Section 14. Acceptance of Franchise and Effective Date. Within 30 days from the adoption of this ordinance, Grantee shall file with the City Recorder, a written unconditional acceptance of this franchise executed by its duly authorized representative and all of its terms and conditions, and if it fails to do so, this ordinance shall be void and of no effect. **This Ordinance shall become effective the day after Grantee's acceptance is filed with the City.**

Section 15. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

Section 16. Notices. Any notice required or permitted under this franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City of Oakridge
Attn: City Administrator
PO Box 1410
Oakridge, OR 97463

TO GRANTEE:

Hunter Communications
Attn: Contract Administration
801 Enterprise Dr.
Central Point, OR 97502

or to such other address as may be specified from time to time by either party in writing.

Section 17. Interpretation/Jurisdiction. This franchise shall be deemed to have been entered into in Lane County, Oregon. Jurisdiction of any dispute shall be in the circuit court of the State of Oregon, and venue shall be in Lane County, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

Section 18. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

Read, Passed, and Adopted by a vote of the Oakridge City Council, this ___ day of _____, 2024, by the following vote:

AYES _____

NAYS _____

ABSTAIN _____

Approved and signed by the Mayor of the City of Oakridge, this ___ day of _____, 2024.

Mayor

ATTEST:

City Recorder

Accepted:

Hunter Communications & Technologies LLC.

Date

ORDINANCE NO. 906

Existing Ord / Franchise Agreement

AN ORDINANCE GRANTING TO HUNTER COMMUNICATIONS INC., A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF OAKRIDGE, OREGON AND SETTING AN EFFECTIVE DATE.

THE CITY OF OAKRIDGE ORDAINS AS FOLLOWS:

Section 1. Definitions - as used in this ordinance:

"City" means City of Oakridge, Oregon.

"Grantee" means Hunter Communications, Inc., the grantee of rights under this franchise, including its successors or assigns.

"Council" means the City Council of the City of Oakridge, Oregon.

"Data Services" means the transmission of information, facts, concepts or instructions in a formalized manner, suitable for communication, interpretation or processing, by any means or protocol of transmission, and the equipment necessary for such transmission. Voice and video services are sometimes included in data services. The definitions here are stated separately so as to be inclusive rather than exclusive of forms of fiber based services. Includes the sending and receiving of data from and to any ultimate customer.

"Facilities" means the conduits, cables, poles, wires, fibers, fixtures, underground lines, manholes and appurtenances thereto, including other technical Facilities necessary for the purpose of providing data, voice and video services.

"Gross revenues" means all revenues earned and received by the Grantee in the delivery of data, voice and video services within the City of Oakridge and is further defined in Section 8.

"Person" means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

"Rights of way" include streets, land paths, boulevards, avenues, circles, drives, lanes, roads, highway, bridges, alleys, sidewalks, and public utility easements, including the subsurface under and air space over these areas and similar public ways and extensions and additions thereto. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for siting telecommunications facilities. "Rights of way" excludes other property owned by the City, such as parks or public buildings.

"Video Services" means the transmission, by any means or technology, of visual images, including moving and still images intended for perception by the human eye, either as a one way or two way transmission, and all equipment or facilities necessary for such transmission.

"Voice Services" includes providing processing and transmission of voice communications, including all equipment associated with such transmission. "Voice Services" also includes services related to or commonly sold in connection with the transmission of voice communication, such as, but not limited to, call waiting, call forwarding, voice mail and similar services. "Voice Services" includes all forms of transmission of voice communications, regardless of the medium or method of transmission.

"Ultimate consumer" means any entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.

Section 2. Grant of Authority. City grants to Grantee the right and privilege, subject to all City of Oakridge ordinances, policies, rules and regulations, including but not limited to Ordinance #877, to construct, install, maintain and operate over, in, on and under the present and future City rights of way of the City of Oakridge, Facilities necessary for the purpose of providing Voice, Video or Data services over fiber. This franchise is not exclusive, and City reserves the right to grant a similar privilege to any other Person at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This franchise does not grant any rights with regard to attaching to or using any City or public property located within the rights-of-way (i.e. street lights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

Section 3. Compliance with Laws, Rules and Regulations. The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. Nothing herein however shall be construed to change or modify any applicable Oregon law regarding Grantee's ability to recover costs for any relocation of its Facilities. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure or Facility within the public right of way when the City determines that the public convenience requires such changes or removal. The expense of said change shall be paid by Grantee.

Section 4. Grantee Liability, Indemnification of City and Insurance.

1. Grantee shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities or under this Agreement, provided such loss or claim is not as a result of the City's sole negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole negligence or willful misconduct of the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.
3. This franchise shall not be effective until Grantee secures, and shall at all times be conditioned upon Grantee maintaining, a comprehensive liability insurance policy which shall contain the following provisions:
 - a. Grantee shall obtain, at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum

- limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
- b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
 - c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy. Grantee will require that its insurance carrier give the City 30 days written notice of any change in insurance coverage.
 - d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days notice of cancellation provision shall be physically endorsed on the policy.
 - e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
 - f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions within this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

Section 5. Conditions on Right of Way Occupancy.

1. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights of way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
2. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee.
3. **Relocation.** Except as provided below, if the removal or relocation of Facilities is caused directly by an identifiable private development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion. In the event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.

4. **Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City, Grantee must also locate and relocate its facilities underground.

5. **Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsections 3 and 4 of this section.

Section 6. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer.

Section 7. City Rights in Franchise.

1. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this franchise and make such inspections as it shall find necessary to insure compliance with governing laws, ordinances, rules and regulations.

2. **Termination or Abandonment of Franchise.** Upon any termination of this franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this franchise:
 - a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law; and
 - b. Value shall be determined by an appraiser who is mutually acceptable to City and Grantee. In the event that City and grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser, and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.
 - c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.

3. **City Connection to Facilities.** In addition to City's other rights in this franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay franchise fees to the City under Section 8 of this Ordinance.

Section 8. Franchise Fee (Compensation for Use of the Rights of Way).

1. Grantee shall pay monthly to City the five percent of gross revenue earned from all services, specifically including Data, Voice and Video services, provided by Grantee through Grantee's use of the City rights-of-way. Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City of Oakridge from these gross revenues. Gross revenues does not include taxes fee or assessments of general applicability collected by the Grantee from Ultimate consumers for pass-through to a government agency or revenue paid directly by the United States of America or any of its agencies.
2. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar month. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
3. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
4. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.
5. If Grantee provides a multi-channel video service which is of the same or similar to a cable service, Grantee shall make one channel of the multi-channel video service available to the City for Government Access Programming. The City shall be solely responsible for the content of programming provided on the Government Access Channel. The City may, at its sole discretion allow Grantee to provide programming on the Government Access Channel in lieu of, or in addition to, programming selected by the City. Grantee shall cooperate in the City's acquisition of programming from other locations if that programming is made available for transmission by Grantee at any of Grantee's points of presence in Lane County. If requested by the Oakridge School District or Lane Community College, or both, and Grantee is providing multi-channel video service, Grantee shall make one channel of the multi-channel video service available to the educational institutions on the same terms and conditions set forth for Government Access. There shall be no charge to the City or the educational institutions for use of the channels.

Section 9. Grantee Records and Reports.

1. Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

Section 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City.

Section 11. Enforcement and Termination of Franchise for Violation.

1. **Default:** Time of payment and performance are of the essence in the franchise. The following shall be events of default:
 - a. **Default in Payments.** The failure of Grantee to pay City when due any amounts required by the franchise and such failure continues for a period of ten (10) days after the first overdue notice.
 - b. **Default in Other Covenants.** The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.
2. **Termination.** Upon the occurrence of an event of default, this franchise may be terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

Section 12. Remedies not Exclusive; Waiver. All remedies under this ordinance, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

Section 13. Franchise Term. This franchise is granted for a term of five years beginning on the date on which this franchise ordinance is approved. This franchise shall be automatically renewed for an additional term of five years if neither party provides 120 days notice of an intent not to renew prior to the expiration of the franchise. City agrees to renegotiate in good faith a renewal of this franchise for a similar term if this franchise is not in default at its expiration.

Section 14. Acceptance of Franchise. Within 30 days from the adoption of this ordinance, Grantee shall file with the City Recorder a written unconditional acceptance of this franchise executed by its duly authorized representative and all of its terms and conditions, and if it fails to do so, this ordinance shall be void and of no effect. This Ordinance shall become effective the day after Grantee's acceptance is filed with the City.

Section 15. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

Section 16. Notices. Any notice required or permitted under this franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City of Oakridge
Attn: City Administrator
P.O Box 1410
Oakridge, Oregon 97463

TO GRANTEE:

Hunter Communications
Attn: Operations Department
801 Enterprise Dr.
Central Point, OR
97502

or to such other address as may be specified from time to time by either parties in writing.

Section 17. Interpretation/Jurisdiction. This franchise shall be deemed to have been entered into in Lane County, Oregon. Jurisdiction of any dispute shall be in the circuit court of the State of Oregon, and venue shall be in Lane County, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

Section 18. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

Passed by the Council of the City of Oakridge this 5 day of March, 2015, by the following vote:

AYES 7

NAYS _____

APPROVED by the Mayor, this 5 day of March, 2015.

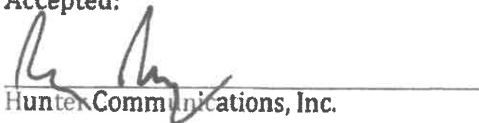
ATTEST:



City Recorder


MAYOR

Accepted:


Hunter Communications, Inc.

Date

03/11/2015

15.1

City of Oakridge

Check Register - OakridgeOR
Check Issue Dates: 4/1/2024 - 5/9/2024

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
0									
05/24	05/08/2024	0	306	Sonsray Machinery	PSO0126470	1	230-00-510101	221.97	221.97
Total 0:									221.97
1594									
04/24	04/04/2024	1594	213	Lane Electric Cooperative	21110	1	230-00-510110	421.61	421.61
Total 1594:									421.61
1595									
04/24	04/04/2024	1595	284	Public Consulting Group LLC	CIV-1001788	1	232-00-510130	10,000.00	10,000.00
Total 1595:									10,000.00
1596									
04/24	04/04/2024	1596	314	SuperTech Consulting	000094	1	390-00-510156	206.33	206.33
04/24	04/04/2024	1596	314	SuperTech Consulting	000094	2	620-00-510156	206.33	206.33
04/24	04/04/2024	1596	314	SuperTech Consulting	000094	3	622-00-510156	206.34	206.34
04/24	04/04/2024	1596	314	SuperTech Consulting	000094	4	100-21-510078	238.00	238.00
Total 1596:									857.00
38391									
04/24	04/04/2024	38391	108	All Seasons Equipment	365844	1	230-00-600173	2,293.96	2,293.96
Total 38391:									2,293.96
38392									
04/24	04/04/2024	38392	112	Analytical Laboratory & Consultan	165781	1	620-00-510130	56.00	56.00
Total 38392:									56.00
38393									
04/24	04/04/2024	38393	123	Baxter Plumbing and Rooter Inc	41270677	1	390-00-510110	4,188.00	4,188.00
Total 38393:									4,188.00
38394									
04/24	04/04/2024	38394	126	Bound Tree Medical, LLC	85280146	1	232-00-510111	521.25	521.25
04/24	04/04/2024	38394	126	Bound Tree Medical, LLC	95280145	1	232-00-600300	1,744.46	1,744.46
Total 38394:									2,265.71
38395									
04/24	04/04/2024	38395	129	Bullfrog Enterprises	66077	1	100-21-510106	391.48	391.48
Total 38395:									391.48
38396									
04/24	04/04/2024	38396	139	CenturyLink Communications, LL				.00	.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38396:									.00
38397									
04/24	04/04/2024	38397	168	Eugene Lawn Rescue	6336	1	100-21-510166	125.00	125.00
04/24	04/04/2024	38397	168	Eugene Lawn Rescue	6336	2	390-00-510130	125.00	125.00
Total 38397:									250.00
38398									
04/24	04/04/2024	38398	173	Ferguson Waterworks	1246657-1	1	620-00-510101	438.89	438.89
Total 38398:									438.89
38399									
04/24	04/04/2024	38399	174	Ferrellgas	14881292 LA	1	232-00-510110	12.70	12.70
04/24	04/04/2024	38399	174	Ferrellgas	15732611/16	1	232-00-510110	2.89	2.89
Total 38399:									15.59
38400									
04/24	04/04/2024	38400	185	H.D. Fowler	16653811	1	390-00-600501	55.44	55.44
04/24	04/04/2024	38400	185	H.D. Fowler	16654364	1	390-00-600501	760.10	760.10
04/24	04/04/2024	38400	185	H.D. Fowler	16654429	1	390-00-600501	146.02	146.02
Total 38400:									961.56
38401									
04/24	04/04/2024	38401	188	Henry Schein	73608336	1	232-00-510111	75.12	75.12
04/24	04/04/2024	38401	188	Henry Schein	73726106	1	232-00-510111	581.96	581.96
04/24	04/04/2024	38401	188	Henry Schein	76220599	1	232-00-510111	65.09	65.09
04/24	04/04/2024	38401	188	Henry Schein	78049611	1	232-00-510111	690.73	690.73
Total 38401:									1,412.90
38402									
04/24	04/04/2024	38402	214	Lane Professional Firefighters	FEB 2024	1	232-00-214500	261.60	261.60
04/24	04/04/2024	38402	214	Lane Professional Firefighters	JAN 2024	1	232-00-214500	261.60	261.60
04/24	04/04/2024	38402	214	Lane Professional Firefighters	MAR 2024	1	232-00-214500	261.60	261.60
Total 38402:									784.80
38403									
04/24	04/04/2024	38403	193	Industrial Source	0002264018	1	620-00-510130	13.09	13.09
04/24	04/04/2024	38403	193	Industrial Source	0002264018	2	622-00-510130	13.09	13.09
04/24	04/04/2024	38403	193	Industrial Source	0002264018	3	230-00-510130	13.09	13.09
Total 38403:									39.27
38404									
04/24	04/04/2024	38404	195	Iron Mountain	JHYZ398	1	100-21-510101	519.44	519.44
04/24	04/04/2024	38404	195	Iron Mountain	JHYZ398	2	100-23-510101	173.14	173.14
Total 38404:									692.58

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
38405									
04/24	04/04/2024	38405	218	Leahy, Van Vactor & Cox, LLP	MARCH 202	1	100-99-510215	1,000.00	1,000.00
Total 38405:									1,000.00
38406									
04/24	04/04/2024	38406	228	Marshall's, Inc	185170	1	100-21-510158	482.00	482.00
Total 38406:									482.00
38407									
04/24	04/04/2024	38407	239	National Business Solutions	IN129137	1	232-00-510101	91.34	91.34
Total 38407:									91.34
38408									
04/24	04/04/2024	38408	250	On Top Construction and Design	OIP OFFICE	1	390-00-510130	18,250.00	18,250.00
Total 38408:									18,250.00
38409									
04/24	04/04/2024	38409	274	Orkin	257801687	1	390-00-510130	151.99	151.99
Total 38409:									151.99
38410									
04/24	04/04/2024	38410	281	PeopleReady Inc.	28556538	1	232-00-510103	3,217.50	3,217.50
04/24	04/04/2024	38410	281	PeopleReady Inc.	28556539	1	232-00-510103	4,787.34	4,787.34
04/24	04/04/2024	38410	281	PeopleReady Inc.	28565284	1	232-00-510103	1,687.95	1,687.95
04/24	04/04/2024	38410	281	PeopleReady Inc.	28565285	1	232-00-510103	6,185.10	6,185.10
04/24	04/04/2024	38410	281	PeopleReady Inc.	28594225	1	232-00-510103	1,473.12	1,473.12
04/24	04/04/2024	38410	281	PeopleReady Inc.	28594226	1	232-00-510103	6,419.73	6,419.73
04/24	04/04/2024	38410	281	PeopleReady Inc.	28603293	1	232-00-510103	736.56	736.56
04/24	04/04/2024	38410	281	PeopleReady Inc.	28603294	1	232-00-510103	5,965.44	5,965.44
04/24	04/04/2024	38410	281	PeopleReady Inc.	28612719	1	100-20-510881	167.52	167.52
04/24	04/04/2024	38410	281	PeopleReady Inc.	28612719	2	622-00-510103	295.11	295.11
04/24	04/04/2024	38410	281	PeopleReady Inc.	28612719	3	620-00-510103	295.11	295.11
04/24	04/04/2024	38410	281	PeopleReady Inc.	28612719	4	230-00-510103	295.11	295.11
04/24	04/04/2024	38410	281	PeopleReady Inc.	28612719	5	390-00-510103	295.13	295.13
Total 38410:									31,820.72
38411									
04/24	04/04/2024	38411	304	Segarra Law LLC	APRIL 2024	1	100-99-510131	1,746.28	1,746.28
Total 38411:									1,746.28
38412									
04/24	04/04/2024	38412	308	Spectrum	0014331031	1	232-00-510110	159.97	159.97
Total 38412:									159.97
38413									
04/24	04/04/2024	38413	319	Travel Information Council	114026-LF	1	100-27-510101	25.00	25.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38413:									25.00
38414									
04/24	04/04/2024	38414	234	Miscellaneous	16-0790-08	1	620-00-440000	41.38	41.38
Total 38414:									41.38
38415									
04/24	04/04/2024	38415	328	Weco /Carson	WIN-025485	1	100-23-510172	947.68	947.68
04/24	04/04/2024	38415	328	Weco /Carson	WIN-025485	2	622-00-510172	145.13	145.13
04/24	04/04/2024	38415	328	Weco /Carson	WIN-025485	3	620-00-510172	145.13	145.13
04/24	04/04/2024	38415	328	Weco /Carson	WIN-025485	4	230-00-510172	145.12	145.12
Total 38415:									1,383.06
38416									
04/24	04/04/2024	38416	329	Wells Fargo Financial Leasing	5029152472	1	232-00-510101	109.00	109.00
Total 38416:									109.00
38417									
04/24	04/09/2024	38417	139	CenturyLink Communications, LL	224B MARCH	1	100-23-510104	244.47	244.47
Total 38417:									244.47
38418									
04/24	04/09/2024	38418	156	Dan Phillips	MARCH 202	1	232-00-500051	270.00	270.00
Total 38418:									270.00
38419									
04/24	04/09/2024	38419	293	Renee Edmunds	MARCH 202	1	232-00-500051	191.10	191.10
Total 38419:									191.10
38420									
04/24	04/09/2024	38420	190	Hunter Communications, Inc.	577503	1	100-21-510104	169.95	169.95
04/24	04/09/2024	38420	221	Lexyngton McIntyre	MARCH 202	1	232-00-500051	300.00	300.00
Total 38420:									469.95
38421									
04/24	04/09/2024	38421	125	Blake Phetteplace	MARCH 202	1	232-00-500051	189.10	189.10
Total 38421:									189.10
38423									
04/24	04/09/2024	38423	245	Oakridge Hardware	13591	1	100-21-510101	9.98	9.98
Total 38423:									9.98
38424									
04/24	04/09/2024	38424	246	Oakridge Sani-Haul, Inc.	498 MARCH	1	100-21-510107	106.20	106.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38424:									106.20
38425									
04/24	04/09/2024	38425	275	Overhead Door	0233029-IN	1	232-00-510078	10,780.50	10,780.50
Total 38425:									10,780.50
38426									
04/24	04/09/2024	38426	336	Rafilson & Associates, LLC	0404	1	100-23-510130	650.00	650.00
Total 38426:									650.00
38427									
04/24	04/18/2024	38427	108	All Seasons Equipment	367006	1	230-00-510101	121.88	121.88
Total 38427:									121.88
38428									
04/24	04/18/2024	38428	112	Analytical Laboratory & Consultan	165979	1	620-00-510130	56.00	56.00
04/24	04/18/2024	38428	112	Analytical Laboratory & Consultan	166242	1	620-00-510130	56.00	56.00
Total 38428:									112.00
38429									
04/24	04/18/2024	38429	117	AT&T Mobility/Firstnet	2872974084	1	232-00-510110	120.12	120.12
Total 38429:									120.12
38430									
04/24	04/18/2024	38430	118	Backflow Management, Inc.	93022-1090	1	620-00-510130	4.00	4.00
Total 38430:									4.00
38431									
04/24	04/18/2024	38431	123	Baxter Plumbing and Rooter Inc	41319237	1	390-00-510130	166.00	166.00
Total 38431:									166.00
38432									
04/24	04/18/2024	38432	126	Bound Tree Medical, LLC	85231737	1	232-00-510111	499.56	499.56
04/24	04/18/2024	38432	126	Bound Tree Medical, LLC	85235173	1	232-00-510111	179.99	179.99
04/24	04/18/2024	38432	126	Bound Tree Medical, LLC	85269868	1	232-00-510111	134.34	134.34
04/24	04/18/2024	38432	126	Bound Tree Medical, LLC	85280145	1	232-00-600300	1,774.46	1,774.46
04/24	04/18/2024	38432	126	Bound Tree Medical, LLC	85286130	1	232-00-600300	666.24	666.24
04/24	04/18/2024	38432	126	Bound Tree Medical, LLC	85291313	1	232-00-600300	495.46	495.46
Total 38432:									3,750.05
38433									
04/24	04/18/2024	38433	128	Buck's Sanitary Service	256310	1	100-27-510107	87.92	87.92
04/24	04/18/2024	38433	128	Buck's Sanitary Service	256733	1	100-27-510107	189.00	189.00
04/24	04/18/2024	38433	128	Buck's Sanitary Service	256734	1	100-27-510107	94.50	94.50
04/24	04/18/2024	38433	128	Buck's Sanitary Service	256934	1	100-27-510107	96.30	96.30

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38433:									467.72
38434									
04/24	04/18/2024	38434	337	Caselle, Inc	132343	1	100-21-510078	4,650.00	4,650.00
Total 38434:									4,650.00
38435									
04/24	04/18/2024	38435	137	Center Point Large Print	2088070	1	100-26-510243	21.00	21.00
Total 38435:									21.00
38436									
04/24	04/18/2024	38436	143	CIS Trust	TRAINING-0	1	100-21-510120	25.00	25.00
Total 38436:									25.00
38437									
04/24	04/18/2024	38437	338	ClearGov, Inc	2023-14076	1	100-21-510078	19,000.00	19,000.00
Total 38437:									19,000.00
38438									
04/24	04/18/2024	38438	153	Curran-McLeod, Inc.	24.03-1541	1	622-00-600905	620.00	620.00
Total 38438:									620.00
38439									
04/24	04/18/2024	38439	171	Ewing Irrigation Products, Inc.	21819727	1	100-27-510101	18.47	18.47
Total 38439:									18.47
38440									
04/24	04/18/2024	38440	174	Ferrellgas	1126173771	1	620-00-510107	218.12	218.12
04/24	04/18/2024	38440	174	Ferrellgas	1126173771	1	620-00-510107	218.12-	218.12- V
04/24	04/18/2024	38440	174	Ferrellgas	1126173771	2	622-00-510107	218.13	218.13
04/24	04/18/2024	38440	174	Ferrellgas	1126173771	2	622-00-510107	218.13-	218.13- V
Total 38440:									.00
38441									
04/24	04/18/2024	38441	339	International Inst. Municipal Clerk	J. TAYLOR 2	1	100-21-510130	185.00	185.00
Total 38441:									185.00
38442									
04/24	04/18/2024	38442	196	J and K Auto Repair, Inc.	57147	1	620-00-510160	4,939.14	4,939.14
04/24	04/18/2024	38442	196	J and K Auto Repair, Inc.	57147	2	622-00-510160	4,939.14	4,939.14
04/24	04/18/2024	38442	196	J and K Auto Repair, Inc.	57147	3	230-00-510160	4,939.14	4,939.14
04/24	04/18/2024	38442	196	J and K Auto Repair, Inc.	57147	4	390-00-510130	4,939.14	4,939.14
04/24	04/18/2024	38442	196	J and K Auto Repair, Inc.	57147	5	696-00-510160	4,939.13	4,939.13
Total 38442:									24,695.69

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
38443									
04/24	04/18/2024	38443	205	L.N Curtis & Sons	INV798590	1	100-23-510029	132.48	132.48
Total 38443:									132.48
38444									
04/24	04/18/2024	38444	217	League of Oregon Cities	2ND QTR PL	1	100-21-510130	45.00	45.00
04/24	04/18/2024	38444	217	League of Oregon Cities	2ND QTR PL	1	100-21-510130	45.00-	45.00- V
04/24	04/18/2024	38444	217	League of Oregon Cities	R22360	1	100-21-510122	300.00	300.00
04/24	04/18/2024	38444	217	League of Oregon Cities	R22360	1	100-21-510122	300.00-	300.00- V
Total 38444:									.00
38445									
04/24	04/18/2024	38445	218	Leahy, Van Vactor & Cox, LLP	MARCH 202	1	100-21-510133	472.50	472.50
Total 38445:									472.50
38446									
04/24	04/18/2024	38446	228	Marshall's, Inc	Q20629	1	100-21-510166	482.00	482.00
Total 38446:									482.00
38447									
04/24	04/18/2024	38447	229	Mary Swetland	APRIL 2024	1	100-26-510101	36.99	36.99
Total 38447:									36.99
38448									
04/24	04/18/2024	38448	239	National Business Solutions	IN129588	1	100-23-510107	31.73	31.73
Total 38448:									31.73
38449									
04/24	04/18/2024	38449	340	National Geographic	2024 SUBSC	1	100-26-510243	54.00	54.00
Total 38449:									54.00
38450									
04/24	04/18/2024	38450	245	Oakridge Hardware	13297 OPD	1	100-23-510162	130.63	130.63
04/24	04/18/2024	38450	245	Oakridge Hardware	13297 OPD	2	100-23-510101	65.35	65.35
04/24	04/18/2024	38450	245	Oakridge Hardware	13297 OPD	3	100-23-510168	21.97	21.97
04/24	04/18/2024	38450	245	Oakridge Hardware	13368 OPW	1	390-00-600501	300.00	300.00
04/24	04/18/2024	38450	245	Oakridge Hardware	13368 OPW	2	230-00-510101	89.42	89.42
04/24	04/18/2024	38450	245	Oakridge Hardware	13368 OPW	3	620-00-510101	89.42	89.42
04/24	04/18/2024	38450	245	Oakridge Hardware	13368 OPW	4	622-00-510101	89.41	89.41
Total 38450:									786.20
38451									
04/24	04/18/2024	38451	246	Oakridge Sani-Haul, Inc.	1199 APRIL 2	1	620-00-510107	44.40	44.40
04/24	04/18/2024	38451	246	Oakridge Sani-Haul, Inc.	1199 APRIL 2	2	622-00-510107	44.40	44.40
04/24	04/18/2024	38451	246	Oakridge Sani-Haul, Inc.	1199 APRIL 2	3	230-00-510110	44.40	44.40
04/24	04/18/2024	38451	246	Oakridge Sani-Haul, Inc.	3716 APRIL	1	622-00-510107	106.20	106.20
04/24	04/18/2024	38451	246	Oakridge Sani-Haul, Inc.	3764 APRIL	1	390-00-510107	32.75	32.75
04/24	04/18/2024	38451	246	Oakridge Sani-Haul, Inc.	499 APRIL 2	1	100-27-510107	133.20	133.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
04/24	04/18/2024	38451	246	Oakridge Sani-Haul, Inc.	565 APRIL 2	1	230-00-510180	242.30	242.30
Total 38451:									647.65
38452									
04/24	04/18/2024	38452	248	Oakridge Tire Center	34578	1	100-23-510172	1,455.76	1,455.76
04/24	04/18/2024	38452	248	Oakridge Tire Center	35167	1	100-23-510168	95.00	95.00
04/24	04/18/2024	38452	248	Oakridge Tire Center	35168	1	100-23-510168	95.00	95.00
04/24	04/18/2024	38452	248	Oakridge Tire Center	35203	1	100-23-510168	113.60	113.60
04/24	04/18/2024	38452	248	Oakridge Tire Center	35222	1	100-23-510169	159.95	159.95
Total 38452:									1,919.31
38453									
04/24	04/18/2024	38453	341	Oregon Clean Power Cooperative	1238	1	100-28-510130	9,500.00	9,500.00
04/24	04/18/2024	38453	341	Oregon Clean Power Cooperative	1238	1	100-28-510130	9,500.00-	9,500.00- V
Total 38453:									.00
38454									
04/24	04/18/2024	38454	260	Oregon Corrections Enterprises	1176407-IN	1	622-00-510101	108.35	108.35
04/24	04/18/2024	38454	260	Oregon Corrections Enterprises	1176407-IN	2	620-00-510101	108.35	108.35
04/24	04/18/2024	38454	260	Oregon Corrections Enterprises	1176407-IN	3	230-00-510101	108.35	108.35
04/24	04/18/2024	38454	260	Oregon Corrections Enterprises	1176407-IN	4	100-23-510101	162.51	162.51
04/24	04/18/2024	38454	260	Oregon Corrections Enterprises	1176407-IN	5	232-00-510101	162.53	162.53
Total 38454:									650.09
38455									
04/24	04/18/2024	38455	268	Oregon Department of Transporta	JIM COLE LO	1	232-00-510130	7.60	7.60
Total 38455:									7.60
38456									
04/24	04/18/2024	38456	272	Oregon Rifleworks	1835	1	100-23-510160	40.00	40.00
04/24	04/18/2024	38456	272	Oregon Rifleworks	1835	1	100-23-510160	40.00-	40.00- V
Total 38456:									.00
38457									
04/24	04/18/2024	38457	274	Orkin	2527801687	1	390-00-510130	151.99	151.99
04/24	04/18/2024	38457	274	Orkin	257801686	1	390-00-510130	122.99	122.99
04/24	04/18/2024	38457	274	Orkin	257801688	1	232-00-510166	103.99	103.99
04/24	04/18/2024	38457	274	Orkin	257801696	1	100-21-510166	151.99	151.99
04/24	04/18/2024	38457	274	Orkin	257801697	1	230-00-510180	251.99	251.99
04/24	04/18/2024	38457	274	Orkin	257801698	1	622-00-510177	129.99	129.99
04/24	04/18/2024	38457	274	Orkin	257801701	1	100-23-510166	69.99	69.99
Total 38457:									982.93
38458									
04/24	04/18/2024	38458	277	Pacific Office Automation	82333393	1	100-21-510106	216.30	216.30
Total 38458:									216.30

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
38459									
04/24	04/18/2024	38459	281	PeopleReady Inc.	28622020	1	100-20-510881	308.24	308.24
04/24	04/18/2024	38459	281	PeopleReady Inc.	28622020	2	620-00-510103	279.20	279.20
04/24	04/18/2024	38459	281	PeopleReady Inc.	28622020	3	622-00-510103	279.20	279.20
04/24	04/18/2024	38459	281	PeopleReady Inc.	28622020	4	230-00-510103	279.20	279.20
04/24	04/18/2024	38459	281	PeopleReady Inc.	28622020	5	390-00-510103	279.20	279.20
04/24	04/18/2024	38459	281	PeopleReady Inc.	28625121	1	620-00-510103	113.56	113.56
04/24	04/18/2024	38459	281	PeopleReady Inc.	28625121	2	622-00-510103	113.56	113.56
04/24	04/18/2024	38459	281	PeopleReady Inc.	28625121	3	230-00-510103	113.56	113.56
04/24	04/18/2024	38459	281	PeopleReady Inc.	28625121	4	390-00-510103	113.56	113.56
04/24	04/18/2024	38459	281	PeopleReady Inc.	28631211	1	230-00-510103	279.20	279.20
04/24	04/18/2024	38459	281	PeopleReady Inc.	28631211	2	620-00-510103	279.20	279.20
04/24	04/18/2024	38459	281	PeopleReady Inc.	28631211	3	622-00-510103	279.20	279.20
04/24	04/18/2024	38459	281	PeopleReady Inc.	28631211	4	390-00-510103	279.20	279.20
Total 38459:									2,996.08
38460									
04/24	04/18/2024	38460	342	RimRiser	126	1	696-00-510101	800.00	800.00
04/24	04/18/2024	38460	342	RimRiser	126	2	696-00-510160	334.00	334.00
04/24	04/18/2024	38460	342	RimRiser	126	3	696-00-510136	2,000.00	2,000.00
Total 38460:									3,134.00
38461									
04/24	04/18/2024	38461	299	Safety-Kleen Systems, Inc.	93963699	1	620-00-510130	71.99	71.99
04/24	04/18/2024	38461	299	Safety-Kleen Systems, Inc.	93963699	2	622-00-510130	71.99	71.99
04/24	04/18/2024	38461	299	Safety-Kleen Systems, Inc.	93963699	3	230-00-510130	72.00	72.00
Total 38461:									215.98
38462									
04/24	04/18/2024	38462	308	Spectrum	0014331041	1	232-00-510110	328.89	328.89
Total 38462:									328.89
38463									
04/24	04/18/2024	38463	321	TWGW, Inc. Wilson's NAPA Auto	570928	1	230-00-510101	51.96	51.96
04/24	04/18/2024	38463	321	TWGW, Inc. Wilson's NAPA Auto	571041	1	230-00-510101	56.54	56.54
Total 38463:									108.50
38464									
04/24	04/18/2024	38464	328	Weco /Carson	WIN-025722	1	232-00-510172	1,072.69	1,072.69
04/24	04/18/2024	38464	328	Weco /Carson	WIN-025722	2	100-23-510172	1,295.13	1,295.13
04/24	04/18/2024	38464	328	Weco /Carson	WIN-025722	3	622-00-510172	203.25	203.25
04/24	04/18/2024	38464	328	Weco /Carson	WIN-025722	4	620-00-510172	203.25	203.25
04/24	04/18/2024	38464	328	Weco /Carson	WIN-025722	5	230-00-510172	203.26	203.26
Total 38464:									2,977.58
38465									
04/24	04/29/2024	38465	281	PeopleReady Inc.	28612717	1	232-00-510103	1,043.46	1,043.46
04/24	04/29/2024	38465	281	PeopleReady Inc.	28612718	1	232-00-510103	6,802.68	6,802.68
04/24	04/29/2024	38465	281	PeopleReady Inc.	28622018	1	232-00-510103	1,566.40	1,566.40
04/24	04/29/2024	38465	281	PeopleReady Inc.	28622019	1	232-00-510103	6,694.50	6,694.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
04/24	04/29/2024	38465	281	PeopleReady Inc.	28622447	1	232-00-510103	677.60	677.60
04/24	04/29/2024	38465	281	PeopleReady Inc.	28631209	1	232-00-510103	3,382.61	3,382.61
04/24	04/29/2024	38465	281	PeopleReady Inc.	28631210	1	232-00-510103	4,220.40	4,220.40
Total 38465:									24,387.65
38466									
04/24	04/29/2024	38466	149	Comfort Flow Heating Company	157520133	1	232-00-510163	73.75	73.75
Total 38466:									73.75
38467									
04/24	04/29/2024	38467	161	DEMCO, Inc.	7465020	1	100-26-510101	136.74	136.74
Total 38467:									136.74
38468									
04/24	04/29/2024	38468	174	Ferrellgas	1126332866	1	232-00-510110	1,130.40	1,130.40
Total 38468:									1,130.40
38469									
04/24	04/29/2024	38469	188	Henry Schein	79484223	1	232-00-510111	14.40	14.40
04/24	04/29/2024	38469	188	Henry Schein	80589450	1	232-00-510111	30.62	30.62
Total 38469:									45.02
38470									
04/24	04/29/2024	38470	208	Lane Council of Governments	92706	1	100-22-510138	45.00	45.00
Total 38470:									45.00
38471									
04/24	04/29/2024	38471	210	Lane County Sheriff's Office	SO8819	1	100-23-510137	6,297.60	6,297.60
04/24	04/29/2024	38471	210	Lane County Sheriff's Office	SO8819	2	232-00-510137	4,351.07	4,351.07
04/24	04/29/2024	38471	210	Lane County Sheriff's Office	SO8819	3	622-00-510137	267.17	267.17
04/24	04/29/2024	38471	210	Lane County Sheriff's Office	SO8819	4	620-00-510137	267.17	267.17
04/24	04/29/2024	38471	210	Lane County Sheriff's Office	SO8819	5	230-00-510137	267.17	267.17
Total 38471:									11,450.18
38472									
04/24	04/29/2024	38472	245	Oakridge Hardware	13389 4/8 O	1	232-00-510163	16.67	16.67
04/24	04/29/2024	38472	245	Oakridge Hardware	13389 4/8 O	2	232-00-510113	37.88	37.88
04/24	04/29/2024	38472	245	Oakridge Hardware	13389 4/8 O	3	232-00-510161	20.84	20.84
Total 38472:									75.39
38473									
04/24	04/29/2024	38473	246	Oakridge Sani-Haul, Inc.	829 APRIL 2	1	232-00-510110	106.20	106.20
Total 38473:									106.20
38474									
04/24	04/29/2024	38474	281	Oregon Department of Administrat	ARQ26033	1	100-21-510117	900.00	900.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38474:									900.00
38475									
04/24	04/29/2024	38475	300	Satin Stitch, Inc.	65055	1	232-00-510146	300.00	300.00
Total 38475:									300.00
38476									
04/24	04/29/2024	38476	315	Systems Design West	20240480	1	232-00-510252	830.16	830.16
Total 38476:									830.16
38477									
04/24	04/29/2024	38477	321	TWGW, Inc. Wilson's NAPA Auto	572793	1	232-00-510161	84.81	84.81
04/24	04/29/2024	38477	321	TWGW, Inc. Wilson's NAPA Auto	572801	1	232-00-510161	12.99	12.99
04/24	04/29/2024	38477	321	TWGW, Inc. Wilson's NAPA Auto	572826	1	232-00-510161	21.84	21.84
Total 38477:									119.64
38478									
04/24	04/29/2024	38478	326	Verizon Wireless	APRIL 2024	1	620-00-510104	99.61	99.61
04/24	04/29/2024	38478	326	Verizon Wireless	APRIL 2024	2	100-21-510104	51.61	51.61
04/24	04/29/2024	38478	326	Verizon Wireless	APRIL 2024	3	230-00-510104	17.99	17.99
04/24	04/29/2024	38478	326	Verizon Wireless	APRIL 2024	4	622-00-510104	166.16	166.16
Total 38478:									335.37
38479									
04/24	04/29/2024	38479	329	Wells Fargo Financial Leasing	5029419058	1	100-23-510107	59.71	59.71
Total 38479:									59.71
38480									
05/24	05/06/2024	38480	108	All Seasons Equipment	368336	1	230-00-510101	109.08	109.08
05/24	05/06/2024	38480	108	All Seasons Equipment	368336	2	620-00-510101	109.07	109.07
05/24	05/06/2024	38480	108	All Seasons Equipment	368336	3	622-00-510101	109.07	109.07
Total 38480:									327.22
38481									
05/24	05/06/2024	38481	112	Analytical Laboratory & Consultan	166349	1	620-00-510130	56.00	56.00
05/24	05/06/2024	38481	112	Analytical Laboratory & Consultan	16647	1	620-00-510130	56.00	56.00
05/24	05/06/2024	38481	112	Analytical Laboratory & Consultan	166630	1	620-00-510130	56.00	56.00
Total 38481:									168.00
38482									
05/24	05/06/2024	38482	118	Backflow Management, Inc.	93022-1125	1	620-00-510130	500.00	500.00
Total 38482:									500.00
38483									
05/24	05/06/2024	38483	121	Batteries Plus	242510	1	230-00-510101	167.90	167.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38483:									167.90
38484									
05/24	05/06/2024	38484	138	Central Square Technologies	408376	1	100-21-510130	32.88	32.88
05/24	05/06/2024	38484	138	Central Square Technologies	408376	2	100-21-510130	16.56	16.56
Total 38484:									49.44
38485									
05/24	05/06/2024	38485	139	CenturyLink Communications, LL	184B 04/24	1	100-21-510107	174.17	174.17
05/24	05/06/2024	38485	139	CenturyLink Communications, LL	4912 04/24	1	622-00-510107	19.01	19.01
05/24	05/06/2024	38485	139	CenturyLink Communications, LL	4912 04/24	2	620-00-510107	19.00	19.00
05/24	05/06/2024	38485	139	CenturyLink Communications, LL	4912 04/24	3	230-00-510107	19.01	19.01
05/24	05/06/2024	38485	139	CenturyLink Communications, LL	569B 04/24	1	622-00-510107	678.57	678.57
05/24	05/06/2024	38485	139	CenturyLink Communications, LL	6589 04/24	1	620-00-510107	47.21	47.21
05/24	05/06/2024	38485	139	CenturyLink Communications, LL	6928 04/24	1	620-00-510107	66.03	66.03
Total 38485:									1,023.00
38486									
05/24	05/06/2024	38486	173	Ferguson Waterworks	1258039	1	620-00-510192	708.80	708.80
05/24	05/06/2024	38486	173	Ferguson Waterworks	128056	1	620-00-510192	935.38	935.38
Total 38486:									1,644.18
38487									
05/24	05/06/2024	38487	174	Ferrellgas	1126173771	5	620-00-510107	218.12	218.12
05/24	05/06/2024	38487	174	Ferrellgas	1126173771	6	622-00-510107	218.11	218.11
05/24	05/06/2024	38487	174	Ferrellgas	RN10337323	1	100-23-510172	8.00	8.00
05/24	05/06/2024	38487	174	Ferrellgas	RN10337323	2	232-00-510110	8.00	8.00
05/24	05/06/2024	38487	174	Ferrellgas	RN10337323	3	620-00-510130	8.00	8.00
Total 38487:									460.23
38488									
05/24	05/06/2024	38488	193	Industrial Source	0002276458	1	620-00-510101	13.09	13.09
05/24	05/06/2024	38488	193	Industrial Source	0002276458	2	622-00-510101	13.09	13.09
05/24	05/06/2024	38488	193	Industrial Source	0002276458	3	230-00-510101	13.09	13.09
Total 38488:									39.27
38489									
05/24	05/06/2024	38489	196	J and K Auto Repair, Inc.	56932 CK R	1	620-00-510160	456.21	456.21
05/24	05/06/2024	38489	196	J and K Auto Repair, inc.	56932 CK R	2	622-00-510160	456.21	456.21
05/24	05/06/2024	38489	196	J and K Auto Repair, Inc.	56932 CK R	3	230-00-510160	456.20	456.20
Total 38489:									1,368.62
38490									
05/24	05/06/2024	38490	198	J. Davidson & Son's Construction	92-484	1	390-00-600501	2,523.00	2,523.00
Total 38490:									2,523.00
38491									
05/24	05/06/2024	38491	208	Lane Council of Governments	92378	1	100-21-510117	1,359.00	1,359.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38491:									1,359.00
38492									
05/24	05/06/2024	38492	344	Lane Fire Authority	1089	1	232-00-510120	41.40	41.40
05/24	05/06/2024	38492	344	Lane Fire Authority	1089	2	100-23-510117	72.45	72.45
Total 38492:									113.85
38493									
05/24	05/06/2024	38493	214	Lane Professional Firefighters	APRIL 2024	1	232-00-214500	261.60	261.60
05/24	05/06/2024	38493	214	Lane Professional Firefighters	FEBRUARY	1	232-00-214500	261.60	261.60
05/24	05/06/2024	38493	214	Lane Professional Firefighters	MARCH 202	1	232-00-214500	261.60	261.60
Total 38493:									784.80
38494									
05/24	05/06/2024	38494	217	League of Oregon Cities	R22360-2 CK	1	100-21-510122	300.00	300.00
Total 38494:									300.00
38495									
05/24	05/06/2024	38495	239	National Business Solutions	IN118151	1	100-23-510107	58.76	58.76
05/24	05/06/2024	38495	239	National Business Solutions	IN124703	1	100-23-510107	51.90	51.90
05/24	05/06/2024	38495	239	National Business Solutions	IN124955	1	100-23-510107	51.90	51.90
05/24	05/06/2024	38495	239	National Business Solutions	IN126404	1	100-23-510107	76.42	76.42
05/24	05/06/2024	38495	239	National Business Solutions	IN128190	1	100-23-510107	79.69	79.69
Total 38495:									318.67
38496									
05/24	05/06/2024	38496	243	Northwest Code Professionals	4920	1	100-22-510130	2,799.90	2,799.90
05/24	05/06/2024	38496	243	Northwest Code Professionals	5004	1	100-22-510130	33,659.25	33,659.25
Total 38496:									36,459.15
38497									
05/24	05/06/2024	38497	250	On Top Construction and Design	OIP OFFICE	1	390-00-510130	21,154.00	21,154.00
Total 38497:									21,154.00
38498									
05/24	05/06/2024	38498	252	One Call Concepts, Inc.	4040446	1	620-00-510130	48.43	48.43
05/24	05/06/2024	38498	252	One Call Concepts, Inc.	4040446	2	622-00-510130	48.43	48.43
Total 38498:									96.86
38499									
05/24	05/06/2024	38499	341	Oregon Clean Power Cooperative	1238K CK R	1	100-09-414201	9,500.00	9,500.00
Total 38499:									9,500.00
38500									
05/24	05/06/2024	38500	269	Oregon Health Authority	2024ANN W	1	620-00-510130	2,000.00	2,000.00

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Total 38500:									2,000.00
38501									
05/24	05/06/2024	38501	272	Oregon Rifleworks	1835 CK RE	1	100-23-510160	40.00	40.00
Total 38501:									40.00
38502									
05/24	05/06/2024	38502	276	Owen Equipment Company	00217311	1	230-00-510101	332.79	332.79
05/24	05/06/2024	38502	276	Owen Equipment Company	00217311	2	620-00-510101	332.79	332.79
05/24	05/06/2024	38502	276	Owen Equipment Company	00217311	3	622-00-510101	332.79	332.79
Total 38502:									998.37
38503									
05/24	05/06/2024	38503	281	PeopleReady Inc.	28644322	1	620-00-510103	713.30	713.30
05/24	05/06/2024	38503	281	PeopleReady Inc.	28644322	2	622-00-510103	713.30	713.30
05/24	05/06/2024	38503	281	PeopleReady Inc.	28644322	3	230-00-510103	713.30	713.30
05/24	05/06/2024	38503	281	PeopleReady Inc.	28644322	4	390-00-510103	713.30	713.30
05/24	05/06/2024	38503	281	PeopleReady Inc.	28650498	1	620-00-510103	432.94	432.94
05/24	05/06/2024	38503	281	PeopleReady Inc.	28650498	2	622-00-510103	432.95	432.95
05/24	05/06/2024	38503	281	PeopleReady Inc.	28650498	3	230-00-510103	432.95	432.95
05/24	05/06/2024	38503	281	PeopleReady Inc.	28650498	4	390-00-510103	432.95	432.95
Total 38503:									4,584.99
38504									
05/24	05/06/2024	38504	343	Robert Gardner	APRIL 24 EX	1	622-00-510146	339.97	339.97
Total 38504:									339.97
38505									
05/24	05/06/2024	38505	345	Sasquatch Summer Fest	JULY 2024	1	100-20-510220	9,000.00	9,000.00
Total 38505:									9,000.00
38506									
05/24	05/06/2024	38506	301	Savvik Buying Group	1981	1	232-00-510146	46.97	46.97
Total 38506:									46.97
38507									
05/24	05/06/2024	38507	346	Trojan Technologies	200 10448	1	622-00-600300	7,868.45	7,868.45
Total 38507:									7,868.45
38508									
05/24	05/06/2024	38508	321	TWGW, Inc. Wilson's NAPA Auto	572227	1	230-00-510101	108.89	108.89
05/24	05/06/2024	38508	321	TWGW, Inc. Wilson's NAPA Auto	572261	1	230-00-510101	37.57	37.57
05/24	05/06/2024	38508	321	TWGW, Inc. Wilson's NAPA Auto	572323	1	230-00-510101	44.62	44.62
Total 38508:									191.08
38509									
05/24	05/06/2024	38509	333	Wilson Equipment	02-92010	1	100-20-510881	181.40	181.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 38509:									181.40
38510									
05/24	05/07/2024	38510	156	Dan Phillips	APRIL 2024	1	232-00-500051	180.00	180.00
Total 38510:									180.00
38511									
05/24	05/07/2024	38511	166	Erika Stalcup	APRIL 2024	1	232-00-500051	9.10	9.10
Total 38511:									9.10
38512									
05/24	05/07/2024	38512	221	Lexyngton McIntyre	APRIL 2024	1	232-00-500051	300.00	300.00
Total 38512:									300.00
55664									
04/24	04/04/2024	55664	120	Banner Bank	6261 MAR20	1	100-23-510172	131.14	131.14
04/24	04/04/2024	55664	120	Banner Bank	6261 MAR20	2	100-23-510120	1,452.81	1,452.81
04/24	04/04/2024	55664	120	Banner Bank	6261 MAR20	3	100-23-510101	474.06	474.06
04/24	04/04/2024	55664	120	Banner Bank	6261 MAR20	4	100-23-510168	280.00	280.00
Total 55664:									2,338.01
55665									
04/24	04/04/2024	55665	120	Banner Bank	0037 MAR20	1	100-27-510101	39.89	39.89
04/24	04/04/2024	55665	120	Banner Bank	0037 MAR20	2	100-21-510101	19.98	19.98
Total 55665:									59.87
55666									
04/24	04/04/2024	55666	120	Banner Bank	1273 JAN202	1	100-23-510120	74.19	74.19
Total 55666:									74.19
55667									
04/24	04/04/2024	55667	120	Banner Bank	5176 MAR 2	1	622-00-510101	3.66	3.66
04/24	04/04/2024	55667	120	Banner Bank	5176 MAR 2	2	620-00-510101	3.66	3.66
04/24	04/04/2024	55667	120	Banner Bank	5176 MAR 2	3	230-00-510101	3.66	3.66
04/24	04/04/2024	55667	120	Banner Bank	5176 MAR 2	4	622-00-510120	270.04	270.04
04/24	04/04/2024	55667	120	Banner Bank	5176 MAR 2	5	620-00-510120	270.04	270.04
04/24	04/04/2024	55667	120	Banner Bank	5176 MAR 2	6	230-00-510120	270.04	270.04
04/24	04/04/2024	55667	120	Banner Bank	5176 MAR 2	7	230-00-510130	344.02	344.02
Total 55667:									1,165.12
55668									
04/24	04/04/2024	55668	120	Banner Bank	1273 MAR 2	1	100-23-510120	710.65	710.65
Total 55668:									710.65
55669									
04/24	04/04/2024	55669	120	Banner Bank	2099 FEB 20	1	100-23-510172	145.12	145.12
04/24	04/04/2024	55669	120	Banner Bank	2099 FEB 20	2	100-23-510120	38.35	38.35

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
04/24	04/04/2024	55669	120	Banner Bank	2099 FEB 20	3	100-23-600173	434.90	434.90
04/24	04/04/2024	55669	120	Banner Bank	2099 FEB 20	4	100-23-510305	170.93	170.93
04/24	04/04/2024	55669	120	Banner Bank	2099 FEB 20	5	100-23-510117	207.50	207.50
04/24	04/04/2024	55669	120	Banner Bank	2099 FEB 20	6	100-23-510029	117.00	117.00
Total 55669:									1,113.80
55670									
04/24	04/04/2024	55670	120	Banner Bank	0151 FEB 20	1	232-00-510147	13.79	13.79
04/24	04/04/2024	55670	120	Banner Bank	0151 FEB 20	2	232-00-510110	19.98	19.98
04/24	04/04/2024	55670	120	Banner Bank	0151 FEB 20	3	232-00-510162	504.25	504.25
04/24	04/04/2024	55670	120	Banner Bank	0151 FEB 20	4	232-00-510101	219.88	219.88
04/24	04/04/2024	55670	120	Banner Bank	0151 FEB 20	5	232-00-510113	94.80	94.80
Total 55670:									852.70
55671									
04/24	04/04/2024	55671	120	Banner Bank	0037 FEB 20	1	100-21-510101	20.97	20.97
04/24	04/04/2024	55671	120	Banner Bank	0037 FEB 20	2	390-00-510101	93.90	93.90
Total 55671:									114.87
55702									
04/24	04/04/2024	55702	113	Aramark (Aus West Lockbox)	5090276628	1	622-00-510177	152.24	152.24
Total 55702:									152.24
55703									
04/24	04/04/2024	55703	113	Aramark (Aus West Lockbox)	5090276635	1	100-27-510166	133.47	133.47
Total 55703:									133.47
55704									
04/24	04/04/2024	55704	120	Banner Bank	0046 FEB 20	1	100-21-510078	3,904.22	3,904.22
04/24	04/04/2024	55704	120	Banner Bank	0046 FEB 20	2	100-21-510101	258.28	258.28
04/24	04/04/2024	55704	120	Banner Bank	0046 FEB 20	3	100-21-510117	386.35	386.35
04/24	04/04/2024	55704	120	Banner Bank	0046 FEB 20	4	100-99-510215	200.00	200.00
Total 55704:									4,748.85
55705									
04/24	04/04/2024	55705	120	Banner Bank	0046 MAR 2	1	100-21-510078	1,061.17	1,061.17
04/24	04/04/2024	55705	120	Banner Bank	0046 MAR 2	2	100-21-510101	143.59	143.59
04/24	04/04/2024	55705	120	Banner Bank	0046 MAR 2	3	100-21-510117	438.33	438.33
Total 55705:									1,643.09
300424									
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40000 APRIL	1	100-21-510107	409.23	409.23
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40002 APRIL	1	620-00-510107	61.71	61.71
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40003 APRIL	1	620-00-510107	2,171.52	2,171.52
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40005 APRIL	1	100-27-510110	453.00	453.00
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40008 APRIL	1	620-00-510107	60.76	60.76
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40009 APRIL	1	620-00-510107	69.28	69.28
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40013 APRIL	1	230-00-510198	1,767.15	1,767.15
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40014 APRIL	1	230-00-510198	515.10	515.10

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40015 APRIL	1	230-00-510198	235.62	235.62
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40016 APRIL	1	230-00-510198	591.60	591.60
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40017 APRIL	1	230-00-510198	742.56	742.56
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40018 APRIL	1	230-00-510198	319.26	319.26
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40019 APRIL	1	620-00-510107	2,106.93	2,106.93
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40020 APRIL	1	620-00-510107	31.62	31.62
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40021 APRIL	1	100-28-510106	199.77	199.77
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40022 APRIL	1	100-27-510110	169.75	169.75
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40023 APRIL	1	230-00-510198	144.50	144.50
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40024 MARCH	1	622-00-510107	2,882.30	2,882.30
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40025 APRIL	1	620-00-510107	61.71	61.71
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40026 APRIL	1	390-00-510110	7.14	7.14
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40029 APRIL	1	232-00-510110	340.08	340.08
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40030 APRIL	1	390-00-510110	86.62	86.62
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40033 APRIL	1	390-00-510110	428.45	428.45
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40041 APRIL	1	390-00-510110	121.14	121.14
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40042 APRIL	1	230-00-510198	8.50	8.50
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40043 APRIL	1	390-00-510110	63.43	63.43
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40047 APRIL	1	230-00-510198	60.69	60.69
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40048 APRIL	1	230-00-510198	72.00	72.00
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40050 APRIL	1	390-00-510110	61.71	61.71
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40051 APRIL	1	620-00-510107	635.98	635.98
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40052 APRIL	1	622-00-510107	83.03	83.03
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40053 APRIL	1	230-00-510110	199.65	199.65
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40053 APRIL	2	620-00-510107	199.65	199.65
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40054 APRIL	1	100-21-510107	87.21	87.21
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40055 APRIL	1	622-00-510107	280.48	280.48
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40056 APRIL	1	390-00-510110	93.02	93.02
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40057 APRIL	1	230-00-510198	94.17	94.17
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40058 APRIL	1	230-00-510198	17.34	17.34
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40059 APRIL	1	100-27-510110	80.81	80.81
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40060 APRIL	1	100-23-510107	17.58	17.58
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40060 APRIL	2	232-00-510110	17.57	17.57
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40060 APRIL	3	620-00-510107	17.57	17.57
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40060 APRIL	4	622-00-510107	17.57	17.57
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40060 APRIL	1	230-00-510110	17.57	17.57
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40062 APRIL	1	100-21-510107	203.56	203.56
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40063 APRIL	1	390-00-510110	61.73	61.73
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40064 APRIL	1	100-27-510110	60.83	60.83
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40065 APRIL	1	620-00-510107	474.28	474.28
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40068 APRIL	1	100-27-510110	60.69	60.69
05/24	05/01/2024	300424	213	Lane Electric Cooperative	40069 APRIL	1	230-00-510198	20.91	20.91
05/24	05/01/2024	300424	213	Lane Electric Cooperative	MARCH 202	1	620-00-510107	60.69	60.69
Total 300424:									17,045.02
24040701									
05/24	05/07/2024	24040701	141	Christina A Hollett	APRIL 2024	1	232-00-500051	420.45	420.45
Total 24040701:									420.45
24040702									
05/24	05/07/2024	24040702	154	Curt Smith	APRIL 2024	1	232-00-500051	20.20	20.20
Total 24040702:									20.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	
24040703										
05/24	05/07/2024	24040703	202	Jessica Sager	APRIL 2024	1	232-00-500051	18.50	18.50	
Total 24040703:									18.50	
24040704										
05/24	05/07/2024	24040704	232	Meghan Wickel	APRIL 2024	1	232-00-500051	600.00	600.00	
Total 24040704:									600.00	
24040705										
05/24	05/07/2024	24040705	280	Peggy Gordon	APRIL 2024	1	232-00-500051	97.00	97.00	
Total 24040705:									97.00	
24040706										
05/24	05/07/2024	24040706	288	Rachel Murray	APRIL 2024	1	232-00-500051	85.10	85.10	
Total 24040706:									85.10	
24040901										
04/24	04/09/2024	24040901	269	Oregon Health Authority	GEMT CCO	1	232-00-510255	9,078.16	9,078.16	M
04/24	04/09/2024	24040901	269	Oregon Health Authority	GEMT CCO	2	232-00-510255	1,815.63	1,815.63	M
Total 24040901:									10,893.79	
24040902										
04/24	04/09/2024	24040902	311	Staples Advantage	7000264513	1	622-00-510101	151.48	151.48	M
04/24	04/09/2024	24040902	311	Staples Advantage	7000264513	2	620-00-510101	151.48	151.48	M
04/24	04/09/2024	24040902	311	Staples Advantage	7000264513	3	230-00-510101	151.49	151.49	M
Total 24040902:									454.45	
24041801										
04/24	04/18/2024	24041801	113	Aramark (Aus West Lockbox)	5090280827	1	100-27-510166	133.47	133.47	M
Total 24041801:									133.47	
24041802										
04/24	04/18/2024	24041802	113	Aramark (Aus West Lockbox)	5090280820	1	622-00-510160	152.24	152.24	M
Total 24041802:									152.24	
24041803										
04/24	04/18/2024	24041803	200	James Cleavenger	CIS TR. MIL	1	100-21-510120	167.50	167.50	M
Total 24041803:									167.50	
24041804										
04/24	04/18/2024	24041804	180	Georgeanne Samuelson	APRIL 2024	1	100-26-510243	58.55	58.55	M
04/24	04/18/2024	24041804	180	Georgeanne Samuelson	APRIL 2024	2	100-26-510101	40.98	40.98	M
Total 24041804:									99.53	
24041805										
04/24	04/18/2024	24041805	306	Sonsray Machinery	PSO0126470	1	230-00-510101	221.97	221.97	M

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount	
04/24	04/18/2024	24041805	306	Sonsray Machinery	PSO0126470	1	230-00-510101	221.97-	221.97-	V
Total 24041805:									.00	
24070501										
05/24	05/08/2024	24070501	120	Banner Bank	1273 04/202	1	100-23-510120	1,140.86	1,140.86	M
Total 24070501									1,140.86	
24070502										
05/24	05/08/2024	24070502	120	Banner Bank	2099 APRIL	1	100-23-510101	68.21	68.21	M
05/24	05/08/2024	24070502	120	Banner Bank	2099 APRIL	2	100-23-510120	596.22	596.22	M
05/24	05/08/2024	24070502	120	Banner Bank	2099 APRIL	3	100-23-510168	157.00	157.00	M
Total 24070502:									821.43	
24070503										
05/24	05/08/2024	24070503	120	Banner Bank	6261/4354 A	1	100-23-510101	367.95	367.95	M
05/24	05/08/2024	24070503	120	Banner Bank	6261/4354 A	2	100-23-510172	40.00	40.00	M
05/24	05/08/2024	24070503	120	Banner Bank	6261/4354 A	3	100-23-510117	495.00	495.00	M
05/24	05/08/2024	24070503	120	Banner Bank	6261/4354 A	4	100-23-511203	280.00	280.00	M
05/24	05/08/2024	24070503	120	Banner Bank	6261/4354 A	5	100-23-510130	60.00	60.00	M
Total 24070503:									1,242.95	
24070504										
05/24	05/08/2024	24070504	120	Banner Bank	0151 04/202	1	232-00-600300	2,796.08	2,796.08	M
05/24	05/08/2024	24070504	120	Banner Bank	0151 04/202	2	232-00-600300	1,432.67	1,432.67	M
05/24	05/08/2024	24070504	120	Banner Bank	0151 04/202	3	232-00-510101	149.97	149.97	M
05/24	05/08/2024	24070504	120	Banner Bank	0151 04/202	4	232-00-510078	621.00	621.00	M
05/24	05/08/2024	24070504	120	Banner Bank	0151 04/202	5	232-00-510110	19.98	19.98	M
Total 24070504:									5,019.70	
Grand Totals:									359,212.86	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
	.00	.00	.00
100-00-200000	9,885.00	128,076.66-	118,191.66-
100-09-414201	9,500.00	.00	9,500.00
100-20-510220	9,000.00	.00	9,000.00
100-20-510881	657.16	.00	657.16
100-21-510078	28,853.39	.00	28,853.39
100-21-510101	972.24	.00	972.24
100-21-510104	221.56	.00	221.56
100-21-510106	607.78	.00	607.78
100-21-510107	980.37	.00	980.37
100-21-510117	3,083.68	.00	3,083.68
100-21-510120	192.50	.00	192.50
100-21-510122	600.00	300.00-	300.00
100-21-510130	279.44	45.00-	234.44

GL Account	Debit	Credit	Proof
100-21-510133	472.50	.00	472.50
100-21-510158	482.00	.00	482.00
100-21-510166	758.99	.00	758.99
100-22-510130	36,459.15	.00	36,459.15
100-22-510138	45.00	.00	45.00
100-23-510029	249.48	.00	249.48
100-23-510101	1,311.22	.00	1,311.22
100-23-510104	244.47	.00	244.47
100-23-510107	427.69	.00	427.69
100-23-510117	774.95	.00	774.95
100-23-510120	4,013.08	.00	4,013.08
100-23-510130	710.00	.00	710.00
100-23-510137	6,297.60	.00	6,297.60
100-23-510160	80.00	40.00-	40.00
100-23-510162	130.63	.00	130.63
100-23-510166	69.99	.00	69.99
100-23-510168	762.57	.00	762.57
100-23-510169	159.95	.00	159.95
100-23-510172	4,022.83	.00	4,022.83
100-23-510305	170.93	.00	170.93
100-23-511203	280.00	.00	280.00
100-23-600173	434.90	.00	434.90
100-26-510101	214.71	.00	214.71
100-26-510243	133.55	.00	133.55
100-27-510101	83.36	.00	83.36
100-27-510107	600.92	.00	600.92
100-27-510110	825.08	.00	825.08
100-27-510166	266.94	.00	266.94
100-28-510106	199.77	.00	199.77
100-28-510130	9,500.00	9,500.00-	.00
100-99-510131	1,746.28	.00	1,746.28
100-99-510215	1,200.00	.00	1,200.00
230-00-200000	221.97	18,762.42-	18,540.45-
230-00-510101	1,841.18	221.97-	1,619.21
230-00-510103	2,113.32	.00	2,113.32
230-00-510104	17.99	.00	17.99
230-00-510107	19.01	.00	19.01
230-00-510110	683.23	.00	683.23
230-00-510120	270.04	.00	270.04
230-00-510130	429.11	.00	429.11
230-00-510137	267.17	.00	267.17
230-00-510160	5,395.34	.00	5,395.34
230-00-510172	348.38	.00	348.38
230-00-510180	494.29	.00	494.29
230-00-510198	4,589.40	.00	4,589.40
230-00-600173	2,293.96	.00	2,293.96
232-00-200000	.00	113,743.26-	113,743.26-
232-00-214500	1,569.60	.00	1,569.60
232-00-500051	2,680.55	.00	2,680.55
232-00-510078	11,401.50	.00	11,401.50
232-00-510101	732.72	.00	732.72
232-00-510103	54,860.39	.00	54,860.39
232-00-510110	2,266.78	.00	2,266.78
232-00-510111	2,793.06	.00	2,793.06
232-00-510113	132.68	.00	132.68
232-00-510120	41.40	.00	41.40
232-00-510130	10,007.60	.00	10,007.60

GL Account	Debit	Credit	Proof
232-00-510137	4,351.07	.00	4,351.07
232-00-510146	346.97	.00	346.97
232-00-510147	13.79	.00	13.79
232-00-510161	140.48	.00	140.48
232-00-510162	504.25	.00	504.25
232-00-510163	90.42	.00	90.42
232-00-510166	103.99	.00	103.99
232-00-510172	1,072.69	.00	1,072.69
232-00-510252	830.16	.00	830.16
232-00-510255	10,893.79	.00	10,893.79
232-00-600300	8,909.37	.00	8,909.37
390-00-200000	.00	56,403.23-	56,403.23-
390-00-510101	93.90	.00	93.90
390-00-510103	2,113.34	.00	2,113.34
390-00-510107	32.75	.00	32.75
390-00-510110	5,111.24	.00	5,111.24
390-00-510130	45,061.11	.00	45,061.11
390-00-510156	206.33	.00	206.33
390-00-600501	3,784.56	.00	3,784.56
620-00-200000	218.12	21,178.59-	20,960.47-
620-00-440000	41.38	.00	41.38
620-00-510101	1,246.75	.00	1,246.75
620-00-510103	2,113.31	.00	2,113.31
620-00-510104	99.61	.00	99.61
620-00-510107	6,564.58	218.12-	6,346.46
620-00-510120	270.04	.00	270.04
620-00-510130	2,981.51	.00	2,981.51
620-00-510137	267.17	.00	267.17
620-00-510156	206.33	.00	206.33
620-00-510160	5,395.35	.00	5,395.35
620-00-510172	348.38	.00	348.38
620-00-510192	1,644.18	.00	1,644.18
622-00-200000	218.13	23,518.81-	23,300.68-
622-00-510101	807.85	.00	807.85
622-00-510103	2,113.32	.00	2,113.32
622-00-510104	166.16	.00	166.16
622-00-510107	4,547.80	218.13-	4,329.67
622-00-510120	270.04	.00	270.04
622-00-510130	133.51	.00	133.51
622-00-510137	267.17	.00	267.17
622-00-510146	339.97	.00	339.97
622-00-510156	206.34	.00	206.34
622-00-510160	5,547.59	.00	5,547.59
622-00-510172	348.38	.00	348.38
622-00-510177	282.23	.00	282.23
622-00-600300	7,868.45	.00	7,868.45
622-00-600905	620.00	.00	620.00
696-00-200000	.00	8,073.13-	8,073.13-
696-00-510101	800.00	.00	800.00
696-00-510136	2,000.00	.00	2,000.00
696-00-510160	5,273.13	.00	5,273.13
FFF-00-200000	.00	.00	.00
Grand Totals:	380,299.32	380,299.32-	.00



15.2

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 APRIL 2024 STAFF REPORT

March 2024 Police Calls for Service*:

Total Incident Reports – 257

Total Case Reports – 16

Arrests – 5

Ordinance 873 Violations – 0

Oakridge

Incident Reports – 232

Case Reports - 15

Westfir

Incident Reports - 12

Case Reports - 0

Contract Hours – 15.5

Lowell

Incident Reports - 13

Case Reports - 1

Contract Hours – 36

Court Fines:

Oakridge Municipal - \$12,379

Lowell Municipal - \$500

Lane County Circuit Court - \$100

DUI Conference – Chief Martin, Senior Officer Miller, Reserve Lt. Ritz

OACP Conference – Chief Martin, Sgt. Madsen

See the attached “April 2024 Police Calls for Service” for more details on calls

Date	Time In	Media
4/1/2024	1235	Loc/Hwy 58 Report of theft
4/1/2024	0930	Loc/Sunset Ave. Request for cecil standby
4/1/2024	1130	Loc/Harris St. Report of criminal mischief
4/1/2024	1222	Loc/Hwy 58 Report of trespass
4/1/2024	1000	***
4/1/2024	1130	Loc/Ash St. Citizen contact for civil complant
4/1/2024	1314	Loc/Commercial St. Citizen assist
4/1/2024	1456	Loc/Ash St. Citizen contact
4/1/2024	1514	Loc/Berry St. Report of suicidal subject
4/1/2024	1714	Loc/Teller Rd. Request for welfare check
4/1/2024	1839	Loc/Report of found property
4/1/2024	2102	Loc/Hills St. Citizen contact
4/2/2024	1530	***
4/2/2024	0857	Loc/Berry St. Report of theft
4/2/2024	1100	***
4/2/2024	1615	***
4/2/2024	1700	***
4/2/2024	1757	***
4/2/2024	1815	***

Date	Time In	Media
4/2/2024	1500	***
4/3/2024	0715	Loc/Spur Ave. Report of suspicious conditions
4/3/2024	1635	Loc/Ash St. Citizen contact
4/3/2024	1644	Loc/2nd St. Report of criminal mischief
4/3/2024	1630	Loc/Hwy 58 Report of trespass
4/4/2024	0945	Loc/1st St. Juvenile complaint
4/2/2024	1011	Loc/Ash St. Citizen contact
4/2/2024	1037	Loc/Hwy 58 Traffic warning for speed
4/2/2024	1046	Loc/Hwy 58 Traffic for Speed 47/35, DWS, Driving w/out Ignition Interlock Device
4/2/2024	1107	Loc/Hwy 58 Traffic for Speed 54/35
4/2/2024	1125	Loc/Hwy 58 Traffic for Speed 49/35
4/2/2024	1531	Loc/Hwy 58 Traffic for Expired Vehicle License, DWS
4/2/2024		Loc/Ash St. Report of motor vehicle crash
4/2/2024	1119	Loc/Ash St. Report of trespass
4/2/2024	2220	Loc/Hwy 58 Report of trespass
4/3/2024	1322	Loc/Ash St. Agency Assist - DHS
4/3/2024	1644	Loc/Hwy 58 Traffic warning for Speed
4/3/2024	1705	Loc/Hwy 58 Traffic warning for speed
4/3/2024	1748	Loc/School St. Request for welfare check

Date	Time In	Media
4/3/2024	1914	Loc/Hwy 58 Traffic for Speed 49/35
4/6/2024	1205	Loc/Hwy 58 Citizen contact
4/6/2024	1205	Loc/Ash St. Citizen contact
4/6/2024	1205	Loc/7th St. Report of animal complaint
4/6/2024	1215	Loc/Hwy 58 Report of criminal mischief
4/6/2024	1305	Loc/Cline St. Report of garbage/junk accumulation
4/6/2024	1425	Loc/Fir St. Citizen contact
4/6/2024	1717	Loc/Locust St. Report of dispute
4/6/2024	1821	Loc/Hwy 58 Report of suspicious conditions
4/7/2024	0845	Loc/Beech St. Report of dispute
4/7/2024	1306	Loc/Hwy 58 Report of theft
4/7/2024	1428	Loc/Harris St. Report of civil complaint
4/7/2024	1622	Loc/Hills St. Death Investigation
4/7/2024	1933	Loc/Rock Rd. Agency Assist - Salem Police Dept.
4/7/2024	2030	Loc/Winfrey Rd. Report of suspicious conditions
4/7/2024	2003	Loc/Kokanee Wa Report of code complaint
4/7/2024	2348	Loc/Hwy 58 Report of suspicious conditions
4/8/2024	0922	Loc/Hwy 58 Request for welfare check
4/8/2024	1200	***

Date	Time In	Media
4/8/2024	1500	Loc/1st St. Report of suspicious conditins
4/8/2024	1745	Loc/Willow St. Report of dogs at large
4/8/2024	2230	Loc/Rainbow St. Report of dispute
4/8/2024	2350	Loc/Sunset Ave. Report of dispute
4/9/2024	0845	Loc/1st St. Citizen Assist
4/9/2024	0940	Loc/Roberts Rd. Report of suspicious conditions
4/9/2024	1310	Loc/Ash St. Citizen contact
4/9/2024	1455	Loc/Hwy 58 Report of driving complaint
4/09/2024	1445	Loc/Berry St. Citizen contact
4/09/2024	1514	Loc/Rainbow Rd. Report of dispute
4/09/2024	1900	***
4/09/2024	1800	Loc/Moss St. Report of code complaint - illegal occupancy
4/9/2024	2240	Loc/Garden St. Report of suspicious conditions
4/09/2024	2300	Loc/Hwy 58 Traffic warning for defective lights
4/09/2024	2330	Loc/Hwy 58 Report of trespass
4/10/2024	1056	Loc/Ash St. Report of rape
4/10/2024	1050	Loc/Sunset Ave. Report of civil complaint
4/10/2024	1000	Loc/Ash St. Report of lost wallet
4/11/2024	0950	Loc/Ash St. Citizen Assist

Date	Time In	Media
4/11/2024	1010	Loc/Ash St. Report of lost property
4/4/2024	1134	Loc/Hwy 58 Traffic for speed 45/35
4/4/2024	1149	Loc/Hwy 58 Traffic for speed 45/35
4/4/2024	1426	Loc/1st St. Citizen contact
4/4/2024	1633	Loc/Hwy 58 Traffic for Speed 45/35
4/4/2024	1714	Loc/Hwy 58 Traffic warning for speed
4/4/2024	1817	Loc/Cedar St. Report of trespass
4/4/2024	2015	Loc/Hwy 58 Traffic warning for speed
4/4/2024	2042	Loc/Winfrey Report of suspicious conditions
4/4/2024	2105	Loc/Winfrey Rd. Fail to obey traffic control device
4/4/2024	2045	***
4/5/2024	1213	Loc/Hwy 58 Traffic warning for speed
4/5/2024	1232	Loc/Hwy 58 Traffic for Fail to wear seatbelt
4/5/2024	1240	Hwy 58 Warrant Arrest/Clee Burnett
4/5/2024	1630	***
4/5/2024		Loc/Douglas St. Report of dispute
4/5/2024		Loc/Ash St. Citizen assist
4/5/2024	1420	Loc/Ash St. Agency Assist - UPPR
4/5/2024		Loc/Hwy 58 Report of coercion

Date	Time In	Media
4/5/2024	2305	Loc/Hwy 58 Report of alarm
4/5/2024	2328	Loc/Hwy 58 Traffic for expired vehicle license, DWS, no insurance
4/9/2024	1035	Loc/Hwy 58 Traffic for Speed 54/35
4/9/2024	1052	Loc/Hwy 58 Report of suspicious conditions
4/9/2024	1136	Loc/Westoak Rd. Report of abandoned vehicle
4/9/2024	1114	Loc/Hwy 58 Traffic for Speed 50/35
4/10/2024	1000	***
4/10/2024	1122	Loc/Hwy 58 Traffic for Speed 53/35
4/10/2024	1400	Loc/1st St. Report of criminal mischief
4/10/2024	1803	Loc/Stehekin Dr. Agency Assist - LCSO
4/10/2024	1836	Loc/Sunset Ave. Report of protection order violation
4/10/2024	1920	Loc/Hwy 58 Arrest/Assault IV: Newton, Kristina
4/10/2024	1245	Loc/Hwy 58 Traffic warning for speed
4/11/2024	1935	***
4/10/2024	1255	Loc/Hwy 58 Traffic for Speed 49/35
4/10/2024	1144	Loc/Hwy 58 Traffic warning for speed
4/10/2024	1850	***
4/10/2024	2145	Loc/Hwy 58 Report of dispute
4/11/2024	0000	***

Date	Time In	Media
4/10/2024	0120	Loc/Hwy 58 Report of suspicious conditions
4/11/2024		Loc/Hwy 58 Report of theft
4/12/2024	1258	Loc/Union St. Report of harassment
4/12/2024	1341	Loc/School St. Report of dog at large
4/12/2024	1400	Loc/Rainbow Ct. Citizen contact
4/12/2024	1430	Loc/Ash St. Report of code complaint - noxious growth
4/12/2024	1450	Loc/Rainbow Rd. Citizen contact
4/12/2024	1609	Loc/Westoak Rd. Citizen assist
4/12/2024	2250	Loc/High Prairie Rd. Report of suicidal subject
4/13/2024	1245	Loc/1st St. Report of theft
4/13/2024	1855	Loc/Klohn Rd. Report of theft
4/13/2024	1926	Loc/River Rd. Report of hit and run
4/13/2024	2009	Loc/Hwy 58 Agency Assist - LCSO
4/14/2024	1225	Loc/Garden Rd. Report of criminal mischief
4/14/2024	1249	Loc/1st St. Traffic for Speed 44/25
4/14/2024	2030	***
4/14/2024	2209	Loc/Willamette Way Citizen contact
4/15/2024	0800	Loc/Airport Rd. Report of traffic hazard
4/15/2024	1235	Loc/Douglas St. Warrant Arrest: Haun, Marlene

Date	Time In	Media
4/15/2024	1630	***
4/15/2024	2130	Loc/Elgin St. Report of criminal mischief
4/16/2024	0958	Loc/Hwy 58 Report of trespass
4/16/2024	1355	Loc/Ash St. Citizen contact
4/17/2024	1215	Loc/Hwy 58 Report of suspicious conditions
4/17/2024	1345	***
4/17/2024	2022	Loc/Hwy 58 Request for welfare check
4/18/2024	1206	Loc/Fern St. Report of criminal mischief
4/18/2024	1245	***
4/18/2024	1309	Loc/Hwy 58 Report of suspicious conditions
4/18/2024	1312	Loc/Ash St. Citizen contact
4/18/2024	1314	Loc/Ash St. Report of suspicious conditions
4/18/2024	1440	***
4/18/2024	1645	***
4/18/2024	1835	Loc/Hwy 58 Report of driving complaint
4/18/2024	2050	Loc/Hwy 58 Report of motor vehicle crash
4/19/2024	0800	***
4/19/2024	1451	Loc/1st St. Request for welfare check
4/19/2024	1645	***

Date	Time In	Media
4/19/2024	1712	Loc/Hwy 58 Report of trespass
4/19/2024	1723	Loc/Garden Rd. Report of dispute
4/19/2024	1810	***
4/20/2024	0844	***
4/20/2024	1305	Loc/Hwy 58 Report of alarm
4/20/2024	1313	Loc/Hwy 58 Citizen contact
4/20/2024	1318	Loc/Hwy 58 Citizen contact
4/20/2024	1428	Loc/2nd St. Agency Assist - OFD
4/20/2024	1445	***
4/20/2024	1609	***
4/20/2024	1727	Loc/Hwy 58 Report of harassment
4/20/2024	1750	Loc/School St. Report of dispute
4/20/2024	1808	Loc/Hwy 58 Report of dog bite
4/20/2024	1845	Loc/2nd St. Report of suicidal subject
4/20/2024	1937	Loc/Hills St. Report of dispute
4/20/2024	1953	Loc/Hwy 58 Report of dispute
4/20/2024	2030	Loc/Beech St. Report of dispute
4/20/2024	2219	Loc/Jasper Dr. Report of noise complaint
4/21/2024	1405	Loc/2nd St. Traffic for DWS, No Insurance

Date	Time In	Media
4/21/2024	1725	Loc/Cline St. Report of code complaint
4/21/2024	2215	Loc/Hills St. Report of dispute
4/22/2024	1035	Loc/Hills St. Request for welfare check
4/22/2024	1433	Loc/Ash St. Report of ordinance complaint
4/22/2024	1430	Loc/Ash St. Citizen Assist
4/21/2024	2350	Loc/Sunset Report of suspicious conditions
4/22/2024	0840	***
4/22/2024	1040	Loc/School St. Report of disorderly conduct
4/22/2024	1115	Loc/Sunset Ave. Report of protection order violation
4/22/2024	1200	Loc/Hills St. Report of dispute
4/22/2024	1905	Loc/Hwy 58 Request for welfare check
4/22/2024	1500	Loc/Cline St. Report of code complaint
4/22/2024	1930	Loc/Fir St. Report of code complaint
4/22/2024	2145	Loc/Hwy 58 Report of suspicious conditions
4/23/2024	0820	Loc/Ash St. Citizen Assist
4/23/2024	0915	Loc/Hwy 58 Report of suspicious conditions
4/23/2024	1329	***
4/23/2024	1045	Loc/Hwy 58 Request for welfare check
4/23/2024	1438	Loc/Riverview St. Request for welfare check

Date	Time In	Media
4/22/2024	1453	Loc/Hwy 58 Traffic for Speed 63/35
4/24/2024	0025	Loc/Hwy 58 Traffic for Speed 53/35
4/24/2024	0818	Loc/Hwy 58 Report of burglary
4/24/2024	1155	Loc/Ash St. Report of runaway juvenile
4/24/2024	1200	***
4/24/2024	1407	Loc/7th St. Agency Assist - OFD
4/24/2024	1620	Loc/Hwy 58 Traffic for Speed 55/35
4/24/2024	2044	Loc/Rainbow Rd. Request for welfare check
4/11/2024	0858	Loc/Union St. Report of theft
4/23/2024	1048	Loc/Hwy 58 Traffic for Speed 50/35
4/22/2024	1100	***
4/23/2024	1108	Loc/Hwy 58 Traffic for Speed 48/35
4/23/2024	1123	Loc/Hwy 58 Traffic for Speed 54/35
4/23/2024		Loc/Ash St. Report of dispute
4/23/2024	1343	Loc/Ash St. Report of dispute
4/23/2024	2310	Loc/Riverview St. Traffic for expired vehicle license
4/23/2024	0006	Loc/School St. Traffic warning for defective lighting
4/24/2024	1030	Loc/Hwy 58 Traffic for Speed 50/35
4/24/2024	1051	Loc/Hwy 58 Traffic warning for Speed

Date	Time In	Media
4/25/2024	0801	Loc/Davis Rd. Report of burglary
4/25/2024	1103	Loc/Ash St. Citizen Assist
4/25/2024	1128	Loc/Ash St. Citizen Assist
4/25/2024	0815	Loc/Elgin Ave. Report of dispute
4/25/2024	1125	Loc/Spur St. Agency Assist - Lane County Parole and Probation
4/25/2024	1744	Loc/McFarland Rd. Agency Assist - LCSO
4/25/2024	2206	Loc/Birch St. Report of suspicious conditions
4/25/2024	2231	Loc/Harris St. Citizen Assist
4/26/2024	0915	Loc/Hwy 58 Report of trespass
4/26/2024	1130	***
4/26/2024	1235	Loc/Spur St. Arrest/Felon in Possession of Weapon: Manzanares, Joey
4/26/2024	1240	***
4/26/2024	1345	Loc/Hwy 58 Report of dog at large
4/26/2024	1430	Loc/Ash St. Citizen contact
4/26/2024	1533	Loc/1st St. Report of suspicious conditions
4/26/2024	1515	Loc/Hwy 58 Traffic for Speed 53/35
4/26/2024	1600	***
4/26/2024	2335	Loc/Berry St. Report of incomplete 911 call
4/27/2024	1359	Loc/Clark St. Report of suspicious conditions

Date	Time In	Media
4/27/2024	1426	Loc/E Meadow Way Report of suspicious conditions
4/27/2024	1714	Loc/Cline St. Report of illegal parking
4/27/2024	1800	Loc/Portal Dr. Report of illegal parking
4/27/2024	1905	Loc/Hwy 58 Traffic for Speed 53/35
4/28/2024	1425	Loc/Hwy 58 Traffic for Speed 51/35
4/28/2024	1324	Loc/Hwy 58 Traffic for Speed 49/35
4/28/2024	1409	Loc/Hwy 58 Traffic for Speed 50/35
4/28/2024	1515	Loc/Hwy 58 Traffic for Speed 51/35
4/28/2024	1709	Loc/River Rd. Traffic for expired vehicle registration
4/28/2024	1645	Loc/River Rd. Report of possession of meth
4/28/2024	1617	Loc/1st St. Report of incomplete 911
4/28/2024	1721	Loc/Hwy 58 Report of assault
4/28/2024	1826	Loc/Hills St. Arrest/Physical Harassment: Berglund, Jason
4/29/2024	0922	Loc/Ash St. Report of suspicious conditions
4/29/2024	1051	Loc/Ash St. Report of rape
4/29/2024	1106	Loc/Hwy 58 Report of code violation - illegal signage
4/29/2024	1611	Loc/Portal Dr. Reports of dogs at large
4/29/2024	1750	Loc/Hwy 58 Traffic for Speed 65/35
4/29/2024	2333	Loc/Ash St. Report of stolen vehicle

Date	Time In	Media
4/30/2024	0052	Loc/Hwy 58 Agency Assist - OFD
4/30/2024	1001	Loc/Beech St. Citizen contact
4/30/2024	1215	***
4/30/2024	1259	Loc/Hwy 58 Report of traffic complaint
4/30/2024	1325	Loc/Garden Rd. Report of suspicious conditins
4/30/2024	1358	Loc/Hwy 58 Traffic warning for Speed
4/30/2024	1535	Loc/Hwy 58 Report of suspicious conditions
4/30/2024	1545	Loc/Rainbow Rd. Agency Assist
4/30/2024	1609	Loc/Hwy 58 Request for welfare check
4/30/2024	1920	Loc/Fern St. Report of suicidal subject



EMS

APRIL 2024 MONTHLY REPORT

TRAINING NEW RECRUITS

- Our newest members received NFPA Driver training.
- Fire Extinguisher Training.
- Hose Practice
- Training for New Engineers





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

Monthly Report for April 2024

Training

Fire/EMS Volunteers completed a total of **13.5 hours of classroom or practical training in April.**
Chief Hollett attended the CIS Spring Conference.

Vehicle Repair & Maintenance:

- No repairs needed.

Fire Prevention/Community Involvement:

- No events for April
- **Up Coming Events**
 - Volunteer Appreciation Dinner, sponsored by Hazeldell Fire District. May 25th.

Miscellaneous Things Involving Our Department:

- 7 New Volunteers!

On Going Projects

- Hazeldell Budget
- Rebuild of OFD Bay doors
- Rescue vehicle (Hazeldell)

Meetings

- Oakridge City Council
- Lane County Fire Defense Board
- Hazeldell Board of Directors

Fire Chief Hollett

**April
2024**

89 Incidents

Incident Count Breakdown

EMS/Rescue:	81
Motor Vehicle Accidents:	1
Strokes:	3
Chest Pain:	6
Cardiac Arrest:	1
Seizure:	3
Fire:	3
Hazardous Condition:	0
Service Call:	1
Good Intent:	3
False Alarm:	1

**03
FIRES**

Structure: 1	Vegetation/Rubbish: 0
Vehicle: 2	Other (Cooking, etc.): 0

INCIDENT COUNTS OVER TIME

2024	Oakridge	Hazeldell	Westfir	Hwy. 58	USFS	Total
January	68	9	5	9	1	92
February	54	3	6	6	0	69
March	72	6	4	8	0	90
April	77	2	8	2	0	89
May						0
June						0
July						0
August						0
September						0
October						0
November						0
December						0
Grand Total	271	20	23	25	1	340



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: April 2024

Water Distributed: 18 MG

Waste Water Treated: 13.6 MG

Service orders: 18

Locates: 21

Waste water repairs: 1, no property damage.

Water leaks: 2, both were meter services.

Other tasks performed: Mowed parks and made ready for tree planting. Mowed and cleared right of ways for parade. Pot hole repairs and street sweeping. Sewer mainline cleaning and flushing of problematic lines. Water meter repairs and some replacements, read the meters and dealt with delinquent accounts.

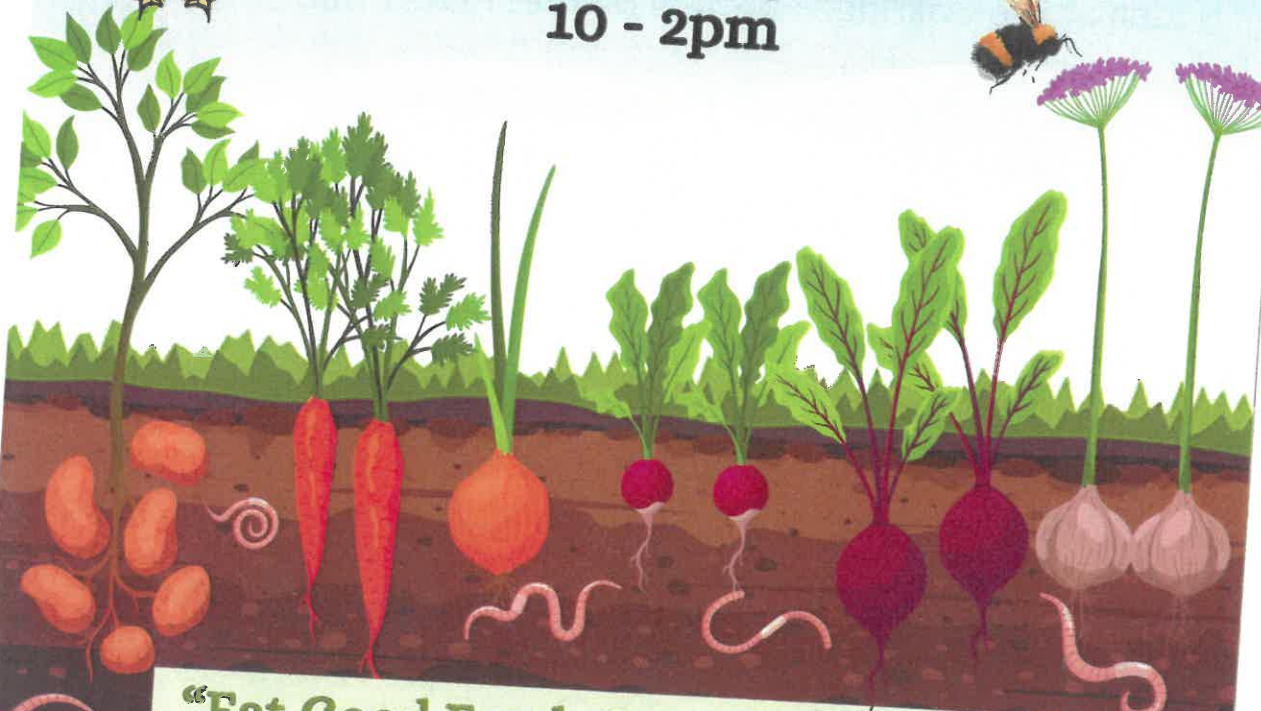
Robeart Chrisman, Maintenance Supervisor

**You're
invited to the
Oakridge Westfir
FEAST**

Food Education Agriculture Solutions Together

**A Community Planning Party
For Food Issue Solutions**

**Saturday, May 18th
10 - 2pm**



**"Eat Good Food. Grow Community.
Take Action. For the Greater Good."**

Event Information

The **Oakridge Westfir FEAST** (Food Education Agriculture Solutions Together) invites you to share your good ideas about improving how we grow, access, share and relate to food on Saturday, May 18th at the Oakridge High School.

A delicious lunch made by **Sweetvine** with locally-grown ingredients will be provided for everyone who joins the community brainstorm!

Projects focused on strengthening Westfir and Oakridge's local food resilience will be chosen to receive "**seed funding**" and support throughout the year. If you can't attend in person or express yourself better in writing, you can submit your project idea at the Oakridge **Farmers Market FEAST booth**.

Tickets are free but please RSVP.
Four easy ways to let us know you're interested:

In person: RSVP at the Farmers Market FEAST booth

Online: www.westfiroakridgelocalfood.org/feast

Call: (458) 202-7222

Smartphone: scan the QR Code →



Childcare and accessible transportation provided if requested by May 10th.

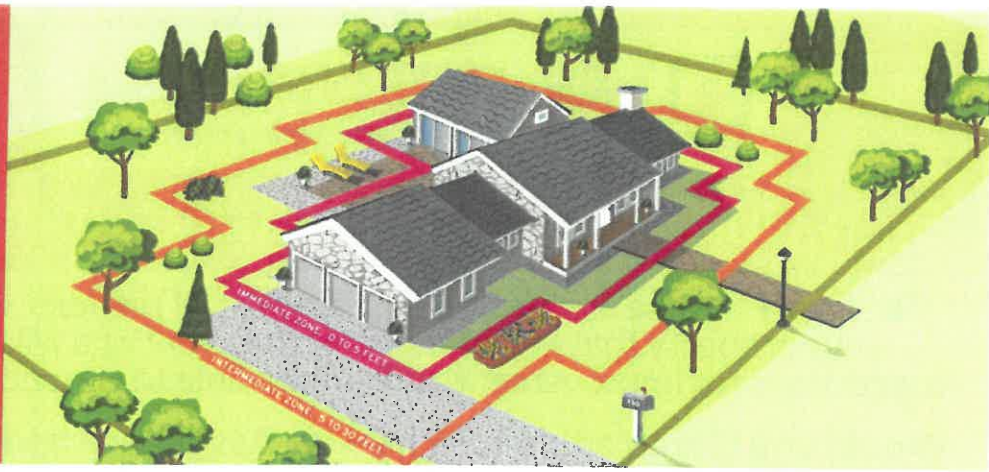


Oregon State University
Extension Service



Food Education Agriculture Solutions Together

FREE FIREWISE WORK



FIREWISE USA[®]
RESIDENTS REDUCING WILDFIRE RISKS

Do you live in city limits of Oakridge or Westfir and meet one of the following qualifications?

- physical disability
- elderly
- reduced income

Apply Here:

Contact Dustin



541-782-3422 Ext. 2

-OR-



staff@swfcollaborative.org

Scan this QR Code:





FIREWISE USA®
RESIDENTS REDUCING WILDFIRE RISKS



Sign Up for a Firewise Assessment and/or Assistance

During a Firewise assessment, a trained staff member will help identify hazards around your property that increase risk in the event of a wildfire. They will offer voluntary suggestions for improvement and may be able to connect you to assistance and resources.

Would you like to apply for Firewise Assistance and/or a Free Firewise Assessment?

Yes No Maybe; I'd like to learn more

Name:

Address:

Phone:

Email:

*We will not share your information with outside agencies without your consent

Have you been doing Firewise Activities? We want to know!

Reporting the hours you've spent making your home more protected against the threat of fire helps us stay registered as Firewise communities and helps us qualify for funding.

Have you, in the past year, done anything to make your property more Firewise*?

Yes, I have made my property more Firewise in the last year

No, I have not yet made my property more Firewise

If yes, how many hours did you spend on Firewise* work in the last year?

(A rough estimate)

In dollars, how much did you pay others to do Firewise* work in the past year?

(A rough estimate)

*Firewise Activities Include:

- Mowing the lawn
- Cleaning roofs, gutters, and decks
- Moving flammable material at least 30' from home
- Home hardening (such as fixing holes in siding and roofs)
- Widening paved areas
- And much more!

Thank you for being a part of Firewise in the Oakridge-Westfir Area!

Contact Dustin at 541-782-3422 for more information.

MAY IS BIKE MONTH

ALL BIKES, ALL AGES, ALL MONTH!



EVENTS & RIDES



WEBIKELANE.ORG

@mayisbikemonth_lanecounty



UNIVERSITY OF
OREGON



Cascadia
MOBILITY



PeaceHealth Rides

