

**CITY OF PORT ORFORD
REGULAR SESSION OF THE COMMON COUNCIL
THURSDAY, April 18th, 2024, AT 5:30 P.M.**

If you can not join in person, please feel free to join this meeting from your computer, tablet or smartphone.

<https://meet.goto.com/784330133>

You can also dial in using your phone.

United States (Toll Free): 1 (877) 309-2073

United States: 1 (646) 749-3129

Access Code: 784-330-133

AGENDA

1. Call to order/roll call/ pledge of allegiance
2. Additions to the Agenda
3. Presentations to the Council/Citizens
 - a. Speeding In Port Orford: Traffic Logix
4. Consent Calendar (pg. 2-13)
 - a. Minutes March 21st, 2024 (pg. 2-6)
 - b. A-Frame Lease Agreement (pg. 7-11)
 - c. Beacon Broad Band Letter of Support (pg. 12-13)
5. Citizen's Concerns (On agenda items only – 3 minute time limit)
6. Departmental Reports (pg. 14-22)
 - a. Administration (pg. 14-15)
 - b. Finance
 - c. Public Works (pg. 16-17)
 - d. Police
 - e. Planning (pg. 18)
 - f. Mayors Report
 - g. Liaison (pg. 19-22)
 - i. Port – Webb
 - ii. School – Rask
 - iii. Fire District - Tidey
 - iv. Watershed – Vileisis
 - v. Parks - Tidey
 - vi. TLT - Pogwizd
 - vii. Mainstreet – Burns
 - viii. Emergency Prep. – Burns
7. Old Business (pg. 23-29)
 - a. Second reading of Ordinance 2024-01: Beacon Broadband Franchise Agreement
8. New Business (pg. 30)
 - a. Port Orford Jail Historic Site Status (pg. 30-31) (Attachments A & B)
 - b. Renewal of Janitorial Contract (pg. 32-40)

- c. Appointment of David Johnson as Budget Officer (pg. 41)
 - d. Discussion: Water Contracts/Payment Plans (pg. 42)
 - e. Curry SWCD, Drinking Water Source Area-Scope of Work for 2024, Erin Minster, CSWCD (pg. 43-44)
- 9. Continuing Action Items
 - a. Discussion on Ordinance enforcement workshop
- 10. Considerations
 - a. Citizens
 - b. Councilors
- 11. Future Meetings – Regular Meeting May 16th @ 5:30 pm
 - a. Special Meetings TBD
- 12. Adjourn

City of Port Orford
Emergency City Council Meeting
In the Gable Chambers / Virtual participants
Thursday, March 21st, 2024 at 5:30 P.M.

Mayor and Council	Present	City Staff	Present
<i>Pat Cox, Mayor</i>	X	<i>City Administrator (CA) Melissa Radcliffe</i>	X
<i>Brett Webb</i>	Excused	<i>Joseph Harrison, City Recorder</i>	X
<i>Gary Burns</i>	X		
<i>Perri Rask</i>	X		
<i>Ann Vileisis</i>	X		
<i>Greg Tidey</i>	Excused		
<i>Tim Pogwizd</i>	X		

The minutes were prepared to the best of our ability using the recording available at:
https://www.youtube.com/watch?v=9vZ_hL3EmFE

1. (0:00-0:02) Call to Order/Roll Call

- a. Mayor Pat Cox calls this regular session of the Port Orford City Council to Order @ 5:32 pm and lead the chamber in the pledge of allegiance.

2. (0:02-0:50) Presentations to the Council/Citizens

- a. (0:02-0:24) Speeding Jen Head: Speeding up to 60+ MPH has been a problem on city streets. Potential Solutions are Flashing Speeding Signes, Cameras, Speed Bumps. There are various payment options for each potential solution. Before we look at solutions, we should gather more data.
- b. Historical society – skipped
- c. (0:24-0:50) Curry County Sheriff Levy – Commissioner Trot: Couple of handouts. 31% shortfall on costs, which is why the levy is needed. The Levy was designed strictly for law enforcement and will lead to the Sheriff department being able to provide 24 hour service, increased jail services and decrease response times. It will cost the \$2.23/\$1000 which was calculated by Nelson Research Group – they studied Curry County residents to find what they would accept. They will to pay more for increased services, more so than keeping current cost to keep current www.currycountylevy.com access it click to ask additional questions. They have established a help phone number which citizens can call to gain assistance on how it will cost individual citizens. 7.6-7.8% of average citizens tax is county, only that percentage will be increased. There will be a town hall in May, and the vote will be later that month.
 - i. Sheriff Ward; Sheriff for almost 10 years. Funding has been an ongoing issue for the County Sheriff department. Their office has been built up to a

good organization and works well with other agencies. Their #1 goal is to provide better safety to County Citizens. The levy they are proposing is a 5 year levy while they continue looking for other sources of funding. To go 24/7 the sheriff would need 12 deputies. The last proposed levy was supported by City Council but the County didn't pass it. To be under budget, there would need to be a \$3 million reduction which would remove most sheriff deputies. ONC supreme court decisions is coming up, if logging is allowed to resume, another levy in another 5 years may not be necessary. There would be a 7 member Advisory committee will oversee the levy funds.

ii. Council Questions:

1. Why is the Sheriffs department having trouble filling 4 deputy slots?
 - a. Financial Security, no one will take the job if there is a high chance of the position being eliminated in the near future.
2. Early release questions.
 - a.
3. How having will having 24 hour coverage help our local police department?
 - a.

3. (0:50-0:51) Consent Calander

- a. Councilor Pog moves to approve the consent calendar as presented
- b. Councilor Rask seconds the motion
- c. Vote: no further discussion 4-2

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Absent</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Absent</i></u>

4. Additions to the Agenda

5. (0:51-0:55) Citizen's Concerns

- a. Patrick Hollinger: Candidate running for Curry County Commissioner. Went through his history and qualifications for the position he is applying for.

6. (0:55-1:17) Departmental Reports

- a. Administration – most important items that CA Radcliff has been working on have been included in this report. Door hangers for when there is a break in the water system have been made and will be at the city soon. Councilors appreciate the weekly reports from CA Radcliff nice.
- b. Finance – Finance Committee formed tonight. Pogwizd and Rask are now members. David Johnson is coming back for one more budget, still looking for another budget officer. 22 audit is completed and submitted.
- c. Public Works – Coast Guard Hill lift station being worked on. Deady pump station was down yesterday and may need a retrofit. Money for CGH pump station needs repairs to happen before July so that money from last budget can be used. Electronic meter will probably also need to be installed.
- d. Police – Nothing to report. Pothole work is progressing.
- e. Planning – DLCD grant work is being done, there will be a housing workshop for public outreach.
- f. Mayors Report – already covered during admin report.
- g. (1:06-1:17) Liaison

- i. Port; crane replacement is close, grant for supplemental sea water system
- ii. School; none
- iii. Fire District; absent
- iv. Watershed; Land deal has been completed. Eligible for another grant. BRIC grant submitted, also covers meters.
- v. Parks; Absent
- vi. TLT; First week in April. Advertising committee has been put together and waiting for the amount of funding they have. Haven't done that since covid.
- vii. Mainstreet; in report
- viii. Emergency Mgmt.; house number PSA being mailed out with the utility bills this month. There are vehicle radios ready to be installed; \$250 per radio for installation.

7. Old Business

- a. None

8. (1:17-1:45) New Business

- a. (1:17-1:37) Beacon Broadband Franchise Agreement (Brent Bischoff CEO of CCE & BB); Begins by giving a Handout that explains the background of Broadband Beacon. Beacon Broadband is a for profit company but doesn't operate that way. What is not being covered by grants is being covered by Co Bank. Draft Franchise agreement to build fiber network. Fee portion of packet based on state law the max that can be charged is 5%. Take rates on the low side 9,000 revenue stream.
 - i. Questions from Council
 - 1. When are you hoping to start?
 - a. As soon as it is in place they would be able to start.
 - 2. Th proposal states that it needs time from Public works & input from Isadore. How much?
 - a. Isadore: Looks forward to working with them. There will be areas where boring will not be allowed but it can be worked out if someone on their end is willing to coordinate. Nothing else pops out from agreement.
 - b. Bischoff: New tech will limit the amount of boring being done.
 - 3. Council states they would like to have a lawyer review the agreement prior to final agreement.
 - 4. Rask moves to approve the Franchise Agreement with Beacon Broadband pending council review.
 - 5. Pogwizd seconds the motion.
 - 6. Discussion: does lawyer review allow us to change the wording of the agreement in between readings?
 - 7. Motion & Second Rescinded
 - 8. Rask moves to accept 2024-01 subject to attorney review.
 - 9. Pogwizd seconds the motion.
 - 10. Vote: offered to cover staff time, passes 4-2

<i>Councilor Burns</i>	<u>Yes</u>	<i>Councilor Pogwizd</i>	<u>Yes</u>	<i>Councilor Rask</i>	<u>Yes</u>
<i>Councilor Tidey</i>	<u>Absent</u>	<i>Councilor Vileisis</i>	<u>Yes</u>	<i>Councilor Webb</i>	<u>Absent</u>

- b. (1:37-1:40) CTR: Rate adjustment 75% of CPI .94 cent/month for average service. Last year was rough at 8% so lighter year this year.

- i. Burns moves to approve rate adjudgment.
- ii. Rask seconds the motion.
- iii. Vote carries 4-2

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Absent</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Absent</i></u>

- c. (1:40-1:43) CCE Letters of support

- i. CCE is applying for grants for a Resilience project & a smart grid project that require City Letter of Support/Partnership.
- ii. Rask moves to accept signing the letter of support.
- iii. Pogwizd seconds the motion.
- iv. Vote: no further discussion carries 4-2

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Absent</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Absent</i></u>

- d. (1:43-1:45) RES 2024-04 Authorizing CA Radcliffe as signatory on Rouge accounts

- i. Pog moves to approve Res 2024-01.
- ii. Burns seconds the motion.
- iii. Vote: with no further discussion vote carries 4-2

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Absent</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Absent</i></u>

- e. (1:45) Consensus on adding housing number PSA in billing; councilors agree via consensus of present members.

9. (1:45) Continuing Action Items

- a. Attorney RFP is in process. Hopes to have more prior to next meeting.
- b. Speeding camera conversion/presentation will be continued next month.

10. (1:45-1:52) Considerations

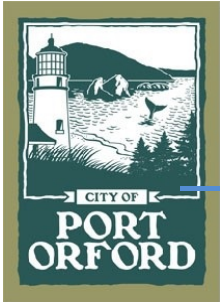
- a. Teresa Kolibaba (611 Jackson Steet); Garden meter credit was failed to be applied to water bill.
- b. Rask: Workshop on Ordinance Enforcement on clean up. Will add scheduling a workshop on next agenda.
- c. Pogwizd; Happy with new City Admin and having a Budget officer. Vileisis agrees.

11. (1:53) Future Meetings

- a. Next meeting is April 18th 2024.

12. (1:53) Adjourn

No further business Mayor adjourns the meeting at 7:25



4(b) Renewal of A-Frame Contract: Memo

Issue: Siskiyou School had a lease agreement for renting the A-Frame building. The contract term started on April 1, 2023 and continued through March 30, 2024. It is now up and ready to be renewed.

Background: Siskiyou shall pay the City \$120.00 per month for this first year's lease. However, the City will continue to pay all utilities, including electricity, water and sewerage, and at its own cost provide regular cleaning of the building. Siskiyou shall secure liability insurance for the property and add the City as an additional insured. Siskiyou shall assume any and all risk in connection with the use of the premises and will hold the City harmless for any damage or injury directly or indirectly arising from such use.

Facts: The initial contract was up in March but not renewed at that time. There have been no complaints from either party concerning contract fulfillment.

Fiscal Impact: Regularly renting the A-frame generates \$120.00 a month (\$1440/year) for the City. Not accounting for utilities and cost to clean.

Options: Renew contract as written, renew contract with modifications, or decline to renew contract.

Motions:

- I, Councilor [name], motion to approve the rental agreement with Siskiyou School for as written.
- I, Councilor [name], motion to approve the rental agreement with Siskiyou School for janitorial services with the following amendments: [name amendments].
- I, Councilor [name], motion to decline the rental agreement with Siskiyou School for janitorial services as written.

Pat Cox, Mayor

ATTEST:

Joseph Harrison, City Recorder Pro Tem

LEASE OF PUBLIC PROPERTY

LESSOR: City of Port Orford hereinafter referred to as "CITY"

AND:

LESSEES: Sierra Izumida, individually and DBA Siskiyou Discovery School hereinafter referred to as "Siskiyou"

RECITALS:

The City is the owner of the Buffington Memorial Park on which a certain improvement known as the A-frame building is located. Siskiyou wishes to lease the building from the City.

IN EXCHANGE IN A MUTUAL COVENANCE CONTAINED HEREIN THE PARTIES AGREE:

1. ORIGINAL TERM. The City hereby leases to Siskiyou the A-frame in the Buffington Memorial Park for one (1) year commencing on April 1, 2024 and continuing through March 30, 2025. The Lease shall continue from year to year unless either party gives the other written notice not less than 90 days prior to the end of the annual lease period that the lease is to be terminated by the election of that party. Lease may be terminated by either party at any time with a 30-day termination notice. Such notice must be in writing. Other than the first year of the lease, each year the parties will meet and negotiate a rental amount for the succeeding year. The parties will sign an addendum to the lease each year setting out what the succeeding year's lease payment will be.

2. POSSESSION. This lease shall commence on April 1, 2023 and continue through March 30, 2025. Lessee accepts the Premises in AS IS condition and Lessor makes no representation or warranty as to the condition or suitability of the Premises. Lessee shall have the ability to use the property on Monday, Wednesday and Thursday from the hours of 7:30 am to 1:30 pm. **3. RENT.** Siskiyou shall pay the City \$120.00 per month for this first year's lease. However, the City will continue to pay all utilities, including electricity, water and sewerage, and at its own cost provide regular cleaning of the building. Rent shall be due on the 1st of the month.

4. PERMITTED USE OF THE PREMISES. The premises shall be used for the business of Siskiyou and shall be available for rent by City when Siskiyou is not occupying

the building. Siskiyou shall secure liability insurance for the property and add the City as an additional insured. Siskiyou shall assume any and all risk in connection with the use of the premises and will hold the City harmless for any damage or injury directly or indirectly arising from such use. Lessor is not obligated to make any improvements nor to maintain the Premises for the intended purpose of this lease.

5. RESTRICTIONS ON USE. In connection with the use of the premises, Siskiyou shall:

- (a) Conform to all applicable laws and regulations of any public authority affecting the premises.
- (b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent City from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor, allowing City to obtain reduced premium rates for long-term fire insurance policies.
- (c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by City.
- (d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior walls, windows, or roof of the premises
- (e) Siskiyou shall not store anything outside. Siskiyou shall use only trash and garbage receptacles provided by City. Siskiyou shall dispose of trash and other matter in a manner acceptable to City.

6. REPAIRS & MAINTENANCE OBLIGATIONS. All repairs and maintenance of the building shall be the responsibility of the City.

7. ALTERATIONS PROHIBITED. Siskiyou shall make no substantial improvements or alterations to the building without first obtaining City's written consent.

8. OWNERSHIP OF ALTERATIONS. All improvements and alterations performed on the leased premises will be coordinated by the City

9. LIABILITY INSURANCE. Before going into possession of the Premises, Lessee shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Lessee's cost: comprehensive general liability insurance in responsible company with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in general aggregate. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall name Lessor as an additional

insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Lessor before any change or cancellation shall be furnished to Lessor before Lessee's occupancy of the property.

10. DESTRUCTION. If the leased premises are destroyed or damaged such that the cost of repair exceeds 20 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Siskiyou shall be entitled to the reimbursement of any prepaid amounts paid by Siskiyou and attributable to the anticipated term.

12. INDEMNIFICATION. Siskiyou agrees to indemnify, defend, hold harmless, discharge, release and forever acquit City, its elected officials, officers, and employees from and against any and all claims, demand, suits, and proceedings brought against City, for loss, property damage (including damage to the property which is the subject of this agreement), personal injury or death that are alleged to have been caused by Siskiyou or any others in connection with the activities subject to this agreement. Siskiyou's

duty to indemnify does not apply to the extent that the loss, property damage (including damage to the property which is the subject of this agreement), personal injury or death is determined to be caused by or resulting from the sole negligence of City and/or its employees. Siskiyou recognizes that its obligation to City under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and other expenses of litigation arising out of such claims or lawsuits.

13. ASSIGNMENT AND SUBLEASE. No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of City. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. City is not obligated to give consent.

14. DEFAULT IN RENT. Failure of Siskiyou to pay any rent or other charge within 5 business days after written notice that it is due is a default.

15. DEFAULT IN OTHER COVENANTS. Failure of Siskiyou to comply with any term or condition or fulfill any obligation of the lease other than the payment of rent or

other charges within 15 days after written notice by City specifying the nature of the default with reasonable particularity is a default. If the default is of such a nature that it cannot be completely remedied within the 15 day period, this provision shall be complied with if Lessees begin correction of the default within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

16. ABANDONMENT. Failure of Siskiyou to occupy the property for 35 days or more for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease, shall be an abandonment of the property.

REMEDIES ON DEFAULT:

17. TERMINATION. In the event of default, the lease may be terminated at the option of City by notice in writing to Siskiyou. The City shall be entitled to recover damages from Siskiyou for the default whether or not the Lease is terminated. If the lease is terminated, Siskiyou liability to City for damages shall survive such termination, and City may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

18. NON-WAIVER. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

19. NOTICES. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after being deposited in the United States mail as certified or registered mail, postage prepaid, addressed to the following address:

City of Port Orford

Siskiyou Discovery Home School

Port Orford, OR 97465

Port Orford, OR 97465

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

OWNER/LESSOR

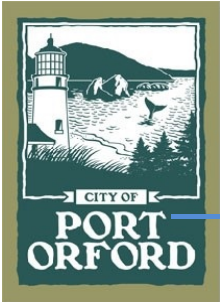
TENANT/LESSEES

City of Port Orford

Sierra Izumida, individually and DBA Siskiyou
Discovery School

Date: _____

Date: _____



4(c) City of Port Orford: Beacon Broadband Letter of Support Memo

Issue: Beacon Broadband is applying for a grant through American Rescue Plan Act (ARPA)

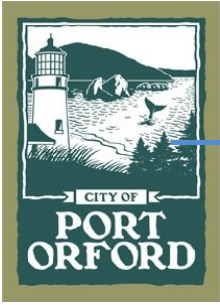
Background: During the March 21st 2024 City Council Meeting the City Council accepted the first reading of the Beacon Broadband Franchise Agreement (pending attorney review) to bring high speed internet to the City of Port Orford. In order to facilitate the work, Beacon Broadband is seeking a grant through federal funds and need a letter from community they are working in. Additionally, Beacon Broadband also needs to access the City Right of Way which would normally require Right of Way permits which need to be approved by Public Works, Police, and Administration, and would like to work in the City Right of Way for the next year (until April 2025) without filing Right of Way requests.

Facts: The Attached sample letter was submitted via email by Beacon Broadband Grant Management Specialist who state that the City Council may “edit, adjust or change completely” as needed.

Fiscal Impact: Staff time saved on reviewing multiple Right of Way permits. Potentially lowering percentage of Franchise Fee percentage during the second reading of the Franchise Agreement.

Motions:

- I, Councilor [name], motion to direct staff to research the offering of Payment Plans in other Municipalities.
- I, Councilor [name], motion to direct staff to not research this topic further.



City of Port Orford

April 18, 2024

Oregon Broadband Deployment Program
775 Summer St NE, Ste 200
Salem, OR 97301

Subject: Letter of Support for Beacon Broadband, Inc. - Fiber to the Home for Oregon's Rural South Coast

Dear Director,

On behalf of the City Council of Port Orford, I am writing this letter of support for the Beacon Broadband, Inc. - Fiber to the Home for Oregon's Rural South Coast Project.

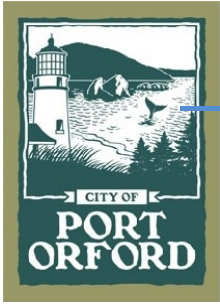
The City Council of Port Orford supports Beacon Broadband's efforts to bring the high-speed fiber experience where no one else will go. Beacon Broadband has shared with us that the FCC Broadband Data Collection indicates there are six unserved and three underserved broadband service locations in Port Orford. We recognize this is a small number of eligible addresses, but we are glad for Beacon Broadband's commitment to provide them with the best possible service. To further support Beacon Broadband reaching these addresses (and all addresses in Port Orford), we have included in our franchise agreement with Beacon Broadband a blanket permit for working in public utility easements for their first year of construction.

Beacon Broadband has proven it can build and support a fiber to the premises network. Beacon's commitment to investing in Oregon's broadband infrastructure will promote economic growth, innovation, and development opportunities for rural communities in Southwestern Oregon.

Thank you in advance for your consideration of this important project. We look forward to its swift completion.

Sincerely,

Pat Cox, Mayor
The City of Port Orford



Department Reports: Administration

New Business

Proposed Office Schedule Adjustment: The office will be open Monday through Thursday 7:30 am to 5:30 pm.

One of our goals is to improve customer service for our citizens. By shifting some City Hall Staff schedules we **will be able to keep the office open for the public from 12-1 pm**. Additionally, we will have staff available to **work with the public until 5:30 pm**. With these changes, **we will be providing eight extra hours of service per week for the citizens**. We discussed this with all COPO staff and everyone liked the idea. I appreciate the COPO Team's willingness to be flexible and open to change!

Public Communication: Everbridge

Keely Perry and I will meet with the team next week, due to a scheduling conflict this week, to discuss using Curry County's existing service with Everbridge. It would be free to Port Orford and we could target specific addresses (for use in Boil-Water Notice situations, for example.) It can also be used for any emergency communications and warnings.

RFP for City Attorney

The RFP for candidates has been on the website for a couple of weeks. We have had no response as of this update. It will remain open until filled. This important hire will help us move forward with many projects.

Community Building Update

A draft MOU was created and discussed with the Rotary's Community Center Friends committee. We will all look it over and finalize it with the Council in the next meeting. The Rotary Fundraising Committee has a Donation Match Challenge of \$10,000 put forth by Plumb, Level, and Square!

Water Leak on April 10, 2024

Late on 4/9/24 a leak was reported near 5th and the Harbor. It was fixed and Boil-Water notices were out by the afternoon of the 10th. Once we have verified the safety of the water through lab results, we will let the customers affected know when they can stop boiling their water. If you notice a leak, please report it to City Hall during business hours or call the non-emergency dispatch number at 541-247-3242 EXT 4.

Reminder of the City Rights of Way

We have received complaints about vehicles and that stay parked for long periods and debris in the Rights of Way around town. Please make sure to keep these areas around your home clear of obstacles. We need Emergency Services able to reach our citizens if needed!

Secondary Outfall Meeting: April 11, 2024

Mayor Pat, Councilwoman Vileisis, and I met with Senator David Brock Smith about the \$750, 000 allocation to Port Orford for the Recycled Wastewater project. We were able to ask clarifying questions and clear up expectations for these funds. Once we have a City Lawyer hired, we can continue to discuss the details of this proposed project to see if it makes sense for our City. This was an information exchange only and no decisions were or will be made until proper permitting is obtained and formal agreements have been made by the City Council.

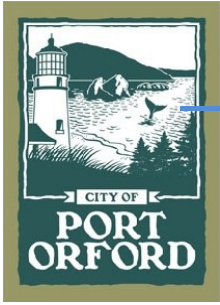
Future Plans/ Continuing BusinessPublic Communication

The more durable door hangers for Boil-Water notices and the Lifting of said Boil-Water notices should arrive on April 17th. We have high-visibility safety vests we will get screen-printed so employees who deliver the hangers are identified as PO Officials. This is a safety issue for our public and employees...

Our plans include Employee Handbook Revamp with CIS Insurance, finishing Collective Bargaining Agreement negotiations, and Evaluation Process Protocol implementation. City employees must be given the tools they need to do their best work, have goals for improvement, and serve our community well. I am very impressed with what I have seen thus far from our crew!

Budget Season is upon us

There will be scheduled Budget Committee meetings starting late this month. Please talk to a Council Member if you would like to be a part of this process.



Department Reports: Public Works

Water numbers sold for March 2024

Treated water produced 3,438,000 Water **sold 1,1883,119** back washes 58,000 + 25K for leaks

Water Treatment plant,

1. **Coast guard hill pump station**, Owens pump quote almost done / Pump tech still pending.
2. **Vista Pump station**, pump #2 blew up, replacement is est. 10K ish
3. **Electronic read water meters**: are in the budget need to discussed as some point.
4. **Still work on fix for pressure / flow issue Raw water**. Pending pump review
5. **Plant off 7 days**
6. **Water system tracer study is in progress**
7. **Monthly state reporting / Testing** –completed and all passed.

Water distribution leaks repair:

1. Leak at 5th & Harbor water restored and waiting on results of coliform testing 20K loss.
2. Home owner broke service line to his house while repairing fence, PW's repaired.
3. Multiple locates completed over 25 mostly Beacon.
4. Deedy St pump-station parts arrived we'll taking it down for rebuild in the future.

Waste Water plant: Op's: Waste water into the plant in February was 8,230,000 that's a record.

Repairs & maintenance plant / collections.

- **Pine Hurst Lift station** went down we're able to get 1 pump online waiting parts.
- **Waste Water** grant funding in progress pending Information.
- **Waste Water Collection**, clogged line between Pinehurst & Arizona jetted & cleared
- **Researching new VFD drives**, current ones are no longer supported will be costly
- **Lift station Pm's**
- **Arizona Lift station** replacement is in Progress, update letter to DEQ and filing fee sent, should receive go ahead soon.

Streets Maintenance

- Cleaned up blown down trees and trash at Battle Rock
- Visit Dr. is falling apart lots of pothole but need some dry weather to make repairs.

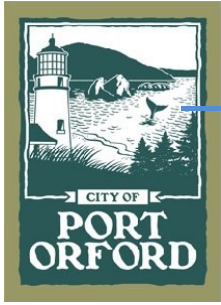
Parks

- PW's to start mowing and trimming of parks as time allows.
-

PW Works Equipment PM's

Small equipment PM's.

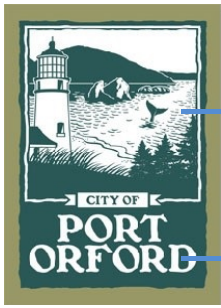
Billing Cycle Summaries						
Billing Cycle Code - Description	Total Billed Consumption	Total Meter Consumption	Number of Bills	Average Total Cons.	Demand Consumption	Unbilled Consumption
Range 1 From: -999999999 Range 1 To: 999999999						
01 - Cycle: 01	1,833,112	1,833,112	666	1,833,112		
Sub Totals for Range 1 -999999999 - 999999999:	1,833,112	1,833,112	666	1,833,112		



Department Reports: Planning

There was a Public Workshop for Housing Codes on 4/10/2024 where the planning department and planning commission received feedback from the public on changes they would like to see in the housing codes and options for reducing the cost of housing.

The Planning Commission is currently reviewing the requirements and restriction for Conditional Use Permit extensions. There has also been an outdoor lighting pamphlet created that explains the dark sky ordinance.



Liaison Reports

Port: None Submitted

School: None Submitted

Fire District: None Submitted

Watershed: APRIL 2024 Watershed liaison report Submitted by Ann Vileisis
 I've continued to work with Lehi Dowell at CCD, to finalize the Community Development Block Grant application for a new 500,000 gallon Raw Water Storage Tank. We submitted it for technical review —and will make adjustments before the final deadline coming up at the end of the month. Work that we're also doing for the Community Building CBDG project will lay the groundwork for this grant as well. I've continued to serve on a state rule making advisory committee regarding a new OWEB grant program intended to help communities safeguard their drinking water. Hopefully, after the grant program starts later this year, we can apply for funding to help pay off the remaining half of our loan for the purchase of the Wilson land!!! We've been informed that we will very likely be eligible to receive a \$100k DEQ State Revolving Fund loan —to help pay for planning to remove the failing culvert upstream of our reservoir. There is a high likelihood that this planning loan can be up to 100 percent forgivable. I have provided all the necessary paperwork, and by mid-April we will know for sure. At that point we will need to get a council resolution to proceed. I convened a conversation with Marlin at CW and Erin at the Curry Soil and Water Conservation District to coordinate this planning project. Once the planning is done, we'll be eligible for grants to implement. I hope to be a

Parks: April 4th Meeting was cancelled

TLT: Previous meeting cancelled in process of rescheduling.

Mainstreet:

Main Street has been working on it's obligations to the City of Port Orford. As the advertising agent they have been arranging for tourism ads in print media and launching the new tourism DiscoverPortOrford.org website and maintaining related Facebook and Instagram presences with the DiscoverPortOrford brand. They have continued management of the Visitor Center, scheduling volunteers for six days a week. The remaining bike racks have been installed along the 101 corridor. They now offer free stickers with the DiscoverPortOrford logo and have posted QR codes leading to the site.

Main Street will be setting up a booth at local events to gather input from the business community and make the community aware of the Main Street Mission.

Main Street continues to maintain the online Port Orford Community Calendar which promotes local business and club events. They continue to promote the Calendar to make it a useful tool for our community. The link to the Calendar is www.calendarwiz.com/POMSRA

Our Main Street is promoting the Gold Beach branch of CCD, a business development corporation, that helps small businesses with workshops and mentoring. Port Orford is too small a group to develop it's own program so teaming with Gold Beach seems the best way to go at this time.

Main Street gathered updated information for the very popular tourism Map and Guide. It is now with the graphic artist who will have it ready to publish in the 2nd quarter.

Main Street submitted a TLT grant request for handicapped parking and curb work at Mr. Ed's, the final touches to his construction.

Port Orford Main Street logged more than 700 volunteer hours in the first quarter of 2024.

EPC:

The Emergency Preparedness Commission or EPC met March 28th.

Current Commissioners are Jim Howe, Mari Lochhass, Harry Bryant, Dick Miller, Carol Lawton and Gary Burns. We are still looking for one more Commissioner. The Commission moved and passed a motion for Carol Lawton to be the Chair of the Commission as Jim Howe stepped aside.

The EPC moved and passed the following Port Orford Emergency Preparedness Mission Statement recommending it be approved by the Port Orford City Council:

- * A possible motion would be:

I move to adopt the following Mission Statement for the Port Orford Emergency Program:

“To inform and educate residents of the Port Orford Community to prepare and respond to any emergency that may include a wildfire, earthquake or tsunami and to provide guidance and support to the City of Port Orford in planning for and responding to such emergencies. “

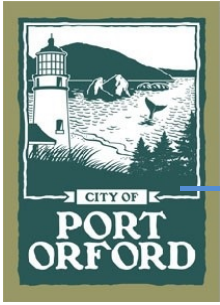
The EPC then moved and passed that the following Goals and Objectives for the PO Emergency Preparedness Commission be approved and adopted by the Port Orford City Council.

- * A possible motion would be:

I move to adopt the following Goals and Objectives for the Port Orford Emergency Response Commission:

-
- *1. Identify and implement alternative means of communication in the event
 - that internet and phone providers are unable to function.
 - A. HAM radio operators
 - B. VHF-TV radios
 - C. Emergency responder radio interface
 - D. Promote the use of Everbridge notification system.
 - *2. Provide information to residents to help them prepare for and respond to disasters.
 - A. Distribute informative flyers and pamphlets.
 - B. Hold educational workshops
 - C. Utilize social media such as Facebook and Instagram to disseminate information to the community.
 - D. Post tsunami signage to indicate directions to safe escape routes.
 - *3. Purchase metal storage containers
 - A. Determine placement site
 - B. Stock with food supplies, tents, camp supplies, radios, etc.
 - C. Identify ways to access the contents during emergencies.
 - *4. Identify essential recovery services.
 - A. Develop a contact list of local medical, transportation, communication, financial and utility providers.
 - B. Develop a contact list of state and federal emergency contact information including FEMA and the American Red Cross.
 - *5. Select locations for providing communication, food, water, shelter and medical emergency services.
 - A. Identify secure areas for large animals and livestock.
 - B. Identify shelters for small animals and pets.

- *6. Develop a Incident Command Center system.
 - A. Consult with State and Federal agencies for guidance.
 - B. Identify location and equipment needed.
 - 7. Develop an Emergency Response Plan.
 - A. Review and edit the draft Plan.
 - B. Finalize the Plan and present it to the City Council for approval.
 - 8. Interact with local businesses to determine availability of emergency services and supplies.
 - A. Construction and heavy equipment
 - B. Banks and credit unions
 - C. Food suppliers and restaurants
 - D. Motels and vacation rentals
 - 9. Promote pre-disaster hazard mitigation.
 - A. Work with Oregon Department of Forestry to educate the community on defensible space around homes.
 - B. Work with FEMA reps to identify areas at risk of damage or destruction.
 - 10. Pursue grants and other resources to purchase needed supplies and equipment.
 - A. Approach companies doing business in Port Orford for donations.
 - B. Complete grant fund applications to foundations and government agencies.
-



7(a) Beacon Broadband Franchise Agreement: Second Reading

Background: Beacon Broadband (affiliated with Coos Curry Electric Coop) has approached the City of Port Orford seeking to enter into a 10-year franchise agreement with the city. The agreement will allow the company the privilege of locating its telecommunication wires throughout our community, via streets and public rights of way, on poles or underground. This is similar to other telecommunications franchise agreements that the City has entered. The company would like to be able to start work as soon as possible.

Benefits to City: The company agrees to pay a 5% franchise fee on its gross proceeds as allowed by ORS 221.515, and citizens will have a locally based internet, cable, and phone service option.

Needed from City: Staff time from Public Works

The company seeks to meet regularly with city staff during the first year of construction and agrees to compensate the city for staff time, if city prepares invoices. The company agrees to comply with all city laws and to coordinate with public works for any additional substantial projects.

Outstanding concerns and questions: Need input from PW

Recommendation: Adopt or Deny; Franchise Agreement with Beacon Broadband with potential modifications as section 3.24 in The Port Orford Municipal Code.

**IN AND FOR THE CITY OF PORT ORFORD
STATE OF OREGON
ORDINANCE 2024-01**

In the Matter of Ordinance 2024-01, an Ordinance of the City of Port Orford granting Beacon Broadband Inc., its Successors and/or Assigns, (“Grantee”), a Franchise, as Described Herein, for all Cable and Telecommunication Service Purposes Within the City of Port Orford. (The following would be adopted as Section 3.24 of the Port Orford Municipal Code)

Section 1.	Grant of Franchise
Section 2.	Emergency Repair
Section 3.	Installation of Facilities
Section 4.	Restoration of Facilities
Section 5.	Construction Conflicts to be Avoided
Section 6.	Adjustments to Facilities
Section 7.	Indemnification
Section 8.	Franchise Fee
Section 9.	Grantee Use of Poles
Section 10.	Term
Section 11.	Acceptance

The City of Port Orford Ordains as Follows:

Section 1. Grant of Franchise. There is hereby granted by the City of Port Orford (“City”) to Beacon Broadband Inc. (“Grantee”), the non-exclusive right and privilege within the City to place, erect, lay, maintain and operate in, upon, over and under the streets, alley, avenues, thoroughfares and public highways (hereinafter, “Public Right of Way”) within the City, poles, wires, whether copper, fiber optic or other technology and other appliances and conductors for cable service (as defined in the Cable Communication Policy Act of 1984) and telecommunications service (as defined in the Telecommunications Act of 1996) purposes. Subject to the terms and conditions of this franchise, such wires and other appliances and conductors may be strung upon poles or other fixtures above ground or laid underground in pipes or conduits or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same. In locations, where aerial utility facilities exist as of the Effective Date, Grantee shall be allowed to overbuild, upgrade, maintain, replace or add to existing aerial facilities and supporting structures. Where all facilities in such area are underground or have been mandated to be placed underground per a plan as outlined by the City, Grantee shall install all new wires and other appliances and conductors underground, except that Grantee shall be allowed to place above ground, in locations approved by the City, its cabinet-type and pedestal facilities that are normally placed above ground.

Section 2. Emergency Repair and Maintenance of Existing Facilities. In case of an emergency, it shall be lawful for Grantee to make all needful excavations and erections in any Public Right of Way in the City for the purpose of repairing and maintaining Grantee’s telecommunications or cable services facilities, including existing poles or other supports or conduits for wires, whether copper, fiber optic or other technology, and appliances and auxiliary equipment without a Public Works permit. All emergency maintenance and repair work,

erections of poles and appliances and laying of wires shall be done in compliance with such applicable rules, regulations, ordinances, or orders in effect at the time of the work.

Grantee shall notify the City Public Works Department of any emergency repair and maintenance work as soon as reasonably practicable, and in any event within 48 hours. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in material and workmanship and depending on the extent of the work, may require additional sureties as defined in Section 3 herein.

Section 3. Installation of New Facilities and Expansion of Services. Except as expressly set forth in this Section, prior to commencing ordinary construction, extension, or installation of new telecommunications or cable services facilities, maintenance of existing telecommunications or cable services facilities, or relocation of any of the Grantee's telecommunications or cable services facilities in the Public Rights of Way within the City, the Grantee shall obtain a Public Works Permit by submitting to the City's Public Works Department representatives a plan showing the location of the proposed construction, extension or relocation for purposes of utility location. Construction shall be in accordance with the City ordinances, rules, and requirements and Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Engineer via a Public Works Permit, and meet with the Public Works Department representative, if requested prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint showing the location of all proposed excavations, pipes, conduits, or other apparatus. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship. When the City reasonably determines that the nature and performance of Grantee's work in the City requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, the City may require Grantee to furnish to the City a performance or maintenance bond for the estimated value of all the work for the stated interval to insure compliance by Grantee with rules, regulations, ordinances, and orders of the Council relating to its operations within the City as provided for under this section, after the receipt of notice and an opportunity for Grantee to cure any defect.

Grantee must comply with applicable City ordinances, resolutions, rules, and orders that generally apply to the reasonable management of the safety and use of Public Rights of Way within the City as such requirements exist at the time of Grantee's work. However, by entering this agreement, Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules, or orders enacted after the Effective Date. In addition, to the extent permitted by law, this Franchise does not require Grantee to comply with existing or future ordinances, resolutions, rules, or orders that conflict with any specific provision of this Franchise.

The word "applicable", as used in this paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the Public Right of Way and to protect the public and any member of the public residing within the City, who might be affected by any excavation work or installation of the Grantee.

Grantee shall furnish to the City, and maintain a current copy on file, a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinances as of the Effective Date, naming the City as additional insured against those risks for any act or omission that is not a negligent or

intentional wrongful act of the City and including the following statement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew."

Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/ blueprints for 1) Customer service connections/drops, repairs or maintenance that do not require installation of facilities in the Public Right of Way, altering, cutting or breaking of the roadway, curb or sidewalk, or 2) Routine maintenance or repair of above ground Equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

During primary construction continuing for one (1) year from the commencement of Franchise, City will forgo Public Works Permit requirements in favor of regular coordination meetings with the City's Public Works Department representatives. Grantee will reimburse City for City staff time as City invoices Grantee.

If requested by the City, Grantee shall furnish the City with record drawings as maintained in the ordinary course of business showing Grantee's facilities within the Public Right of Way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.355(4)

Section 4. Restoration of Facilities. Whenever Grantee shall disturb any Public Right of Way, it shall restore the same to a condition as specified in the current version of the City of Port Orford Engineering Requirements and Standard Specification for Public Works Infrastructure equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so in a timely manner, the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by Grantee, within the time so reasonably prescribed, the City may cause such repairs to be made at the expense of Grantee, after having provided Grantee with written notice and a reasonable opportunity to cure.

The City may cause the Grantee to remove or relocate any pole, underground conduit or equipment belonging to the Grantee, including relocating aerial facilities to an underground location, whenever the relocation is for public necessity, and the cost shall be borne proportionately by the Grantee and other utilities being concurrently relocated as coordinated and adjudicated by the City unless such cost is chargeable by law or tariff to another party, or necessitated for the benefit of a third party other than the City.

Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit,

equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City may remove it at Grantee's expense.

"Relocation for public necessity" shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways and the construction or reconstruction of public improvements and infrastructure, including but not limited to water and sewer facilities; it shall not include projects that are purely for beautification purposes unless said project is located within the City's Urban Renewal Area, or relocation to accommodate private or third party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for the benefit of a third party as described in the previous sentence, the cost shall be borne by the party requesting relocation. Nothing herein shall be deemed to preclude the City from agreeing in writing, in its sole discretion, to contribute to utility operators' costs for such relocation.

Section 5. Construction Conflicts to be Avoided. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the Public Right of Way within the City in or upon which the poles, wires, or other conductors of Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the Grantee's use of said poles, wires, conductors, conduits, pipes or other apparatus.

Section 6. Adjustments to Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables, or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the City shall not require any such action of Grantee until the person or persons desiring to move any such buildings, machinery or other objects, agrees to pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and agrees to deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and agrees to pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

Section 7. Conditions on Sale, Transfer or Assignment. The franchise granted shall be binding upon the successors, legal representatives and assigns of the Grantee. Grantee may sell, transfer or otherwise assign this Franchise without City's consent upon approval from appropriate regulatory authority (Public Utility Commission of Oregon or Federal Communications Commission), if applicable, provided that no such transfer, sale or assignment of this franchise shall be binding on City unless and until City has notice of same in writing, until the transferee in writing has accepted the terms and conditions of this Franchise and until the

transferee has submitted satisfactory proof to City of the liability insurance coverage required by this Franchise and has submitted bonds or other guarantees that any work begun by Company and then in progress under the terms of a City permit shall be performed by the transferee to City's standards.

Section 8. Indemnification. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this Franchise. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. The City shall give Grantee prompt notice of any claim (or advance notice of claim) received by the City as to which the City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

Section 9. Franchise Fee. In consideration of the rights, privileges and franchise hereby granted, Grantee shall pay to the City from and after the date of the acceptance of this franchise, and until its expiration, 5.00% per annum of its gross revenue, less uncollectible amounts, derived from telecommunications and cable services rendered to customers within the City limits. Gross revenues will mean all local access revenue derived under ORS 221.515 and ORS 759.005. The City acknowledges that the franchise fee in this Section is subject to the limitation in ORS 221.515 for such time as that statute remains in effect. Payment of said fee shall be made quarterly, within thirty (30) days of the end of each calendar quarter for the preceding quarter. The City reserves the right to audit the payments made by Grantee to assure they comply with the requirements of this franchise. All costs and charges associated with a review or audit of the franchise fee payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Written notice for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

Section 10. Grantee Use of Poles. In further consideration of the rights and privileges herein granted, the Grantee hereby grants to the City the right and privilege free of charge to suspend and maintain on poles placed by the Grantee in the Public Rights of Way, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by the Grantee within 30 days of notification.

Section 11. Term. The rights, privileges and franchise herein granted shall continue and be in force the period of ten (10) years from and after the date this Franchise takes effect, provided that Grantee accepts the franchise as required in Section 12 ("Effective Date").

Section 12. Acceptance. The Grantee shall file with the City Recorder its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this Franchise shall become effective; and this Franchise shall become null and void unless such acceptance is so filed. The Grantee shall at all times, fully and faithfully, perform all of the terms, provisions and conditions of this Franchise and all other ordinances and orders of the City Council as specified herein.

First Reading:

Second Reading:

Signed by me in authentication of its passage this _____, day of _____, 2024

First Reading; 21st day of April 2024

Second Reading; 18th day of April 2024

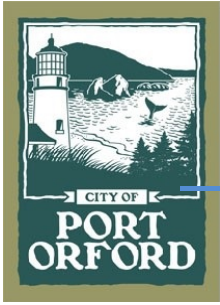
Attest:

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date



8(a) Port Orford Jail Historic Site Status Memo

Issue: The Port Orford Historic Preservation Society would like to designate The Port Orford Historic Jail as a historic site. In order to move forward they need council approval.

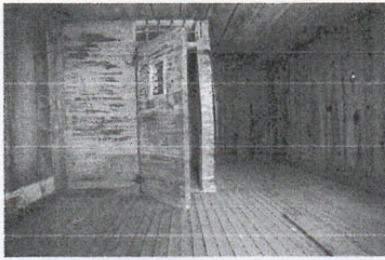
Background: Background information on the jail is provided in the documentation provided. Planning Commission Recommendation is to approve the designation.

Facts: Application have been attached separately from packet. They are attachments A & B on the website and included separately from the rest of the printed packet.

Fiscal Impact: Negligible

Motions:

- I, Councilor [name], motion to approve the designation status of the Port Orford jail to allow The Port Orford Historic Preservation Society to continue the paperwork.
- I, Councilor [name], motion to decline the designation status of the Port Orford jail and not allow The Port Orford Historic Preservation Society to continue the paperwork.
-



Antelope



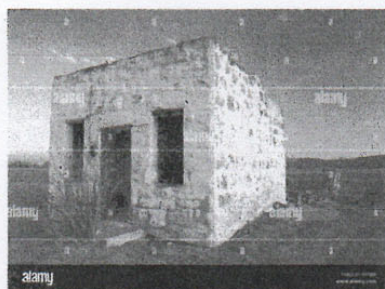
Antelope



Bonanza



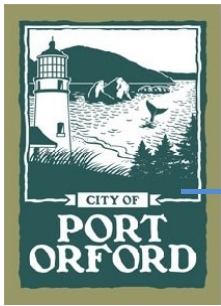
Madras



Jordon



Washington Co.



8(b) Renewal of Janitorial Agreement: Memo

Issue: The Janitorial Agreement signed with Scotti McLain is set to be renewed May 1st.

Background: After months of not having Janitorial Servies, Scotti McLain was hired for a one year contract in April 2023 with a contract set to take effect May 2023 and expire May 2024. She cleans city buildings including City Hall, Visitor Center, Battle Rock, and Parks bathrooms.

Facts: Staff concerns over contract items. Admin staff would like to add the following items to the contract; clean the tile floors in the admin office (1/week), wash windows (excluding green room) (1/week) and dust/wipe-down cleared off desks & tables (1/week). Public Works would like to add refill soap, paper towel and toilet paper dispensers in Visitor Center (1/week minimum). Scotti McLain has also requested modifications to the contract.

Fiscal Impact: Employing Ms. McLain costs the city approx. \$29,000 a year (\$2450/month) but allows other city staff, admin and public works, to focus on their work.

Options: Renew contract as written, renew contract with modifications, or decline to renew contract.

Motions:

- I, Councilor [name], motion to allow CA Radcliffe to negotiate the contract with Scotti McLain and return with a finalized contract prior to May 1st.
- I, Councilor [name], motion to not renew the contract with Scotti McLain as written or with any adjustments.

Pat Cox, Mayor

ATTEST:

Joseph Harrison, City Recorder Pro Tem

CITY OF PORT ORFORD PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the **CITY OF PORT ORFORD**, an Oregon municipal corporation (the City), and **Scotti McLain** (the contractor). This contract is for the provision of janitorial services for the City.

1. Effective Date and Duration. This contract shall become effective on May 1, 2024, and, unless earlier terminated or renewed as provided herein, shall terminate on May 1, 2025. This contract shall automatically renew for additional terms of one year, unless one party delivers written notice of that party's intent not to renew the contract, not less than ninety (90) days prior to the expiration date of May 1st of that calendar year. The Contractor shall always carry on the work diligently, without delay and punctually fulfill all requirements herein. The passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured or the breach of any Contractor warranty.

2. Scope of Work. Contractor will provide janitorial services to the City, as more specifically set forth on "Exhibit A," which is attached hereto and incorporated herein by reference. As used in the "Exhibit A," "City Hall" includes entrance ways, all offices, the Council Chamber, and Police Department (under supervision, but excludes the Fire Hall.)

3. Compensation. The contractor shall receive as compensation for work performed under this contract **\$2450.00** per month, which includes all allowable expenses. The city shall furnish supplies and make available tools for contractor's use. Billings shall be sent to the City of Port Orford, City Hall, Port Orford, Oregon. If the City requests additional janitorial services on an hourly basis, the city will pay for actual time worked, at the rate of **\$12.50** per hour on submission of a detailed list of services performed.

4. Qualified Work. The contractor has represented and, by entering into this contract, now represents he/she is fully qualified to perform all the work required under this contract and will perform the work in a skilled and professional manner. Contractor further represents that, if required to be registered, licensed, or bonded by the State of Oregon, he/she is so registered, licensed and bonded.

5. Access to Records. For not less than three (3) years after the contract expiration, the City or its duly authorized representatives shall have access to the documents and records of the Contractor which are directly pertinent to the services provided under this contract for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, any services provided under this contract become the subject of litigation, Contractor shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Full access will be provided to the City in preparation for and during litigation.

6. Funds Available and Authorized. The City reasonably believes at the time of entering into this contract that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's current appropriation or expenditure limitation. If funds should become unavailable City may terminate this contract without penalty.

7. Indemnity and Insurance.

(a) Indemnity –The Contractor agrees to indemnify, hold harmless and defend the City, and its officers, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor except to the extent damages from such claims and actions are caused by City.

(b) Insurance – Contractor shall provide general liability insurance with a combined single limit, or the equivalent, of not less than one million dollars (\$1,000,000) for a single occurrence and two million dollars (\$2,000,000) in the aggregate to cover damages caused by the error, omission or negligent acts related to the services to be provided under this contract to which the City shall be named as additionally insured. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage without thirty days' written notice from the Contractor or its insurers to the City. As evidence of the insurance coverage required by this contract, Contractor shall furnish insurance certificates to the City.

8. Employment Status. Contractor represents and warrants the Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265. Contractor further represents and warrants that the Contractor meets the specific independent contractor standards of ORS 670.600 and will perform the work required by this contract as an independent contractor. Although the City reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Contractor is responsible for determining the appropriate means and manner of performing the work. The City cannot and will not control the means or manner of the Contractor's performance.

Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract; the City will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or worker's compensation from compensation paid to Contractor under this contract. The contractor is required to have obtained worker's compensation coverage as a self-employed individual.

9. Successors & Assignments. After the original contract is executed, the Contractor shall not enter into any new subcontracts for any of the work required under this contract or assign or transfer any of its interest in this contract, without the prior written consent of the City, which consent shall be in the sole discretion of the City. The provisions of this contract shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

10. Compliance with Applicable Law. The contractor shall comply with all federal, state and local laws, ordinances, and regulations applicable to this contract, including, but not limited to, federal and state civil rights laws. Without in any manner limiting the applicability of the foregoing, Contractor agrees that the provisions of ORS 279.017 and 279.555(2), as well as ORS 279.312, 279.314, 279.316, and 279.320, apply to this contract.

11. Governing Law and Venue. This contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the City and the Contractor arising out of or related to this contract shall be brought and maintained solely and exclusively in the Circuit Court of Curry County, Oregon; provided, any litigation brought in a federal forum shall be brought and maintained exclusively in the United States District Court for the District of Oregon in Eugene, Oregon. The contractor hereby consents to the personal jurisdiction of all courts within the State of Oregon.

12. Severability. The parties agree that if any term or provision of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

13. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however,

make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

14. Termination and Default. This contract may be terminated by written mutual consent of the parties. In addition, this contract may be terminated by the city, by not less than thirty (30) days written notice to the Contractor specifying the termination date.

The contractor's timely and accurate performance is of the essence of this contract. The City, by delivering written notice of default, may immediately terminate this contract, in whole or in part, if the Contractor:

- (1) fails to perform the work required within the times specified or allowed under this contract; or
- (2) fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, does not correct such failures within ten (10) calendar days, or such other period as the City may authorize.

Upon receiving a notice of termination, and except as otherwise directed in writing by the City, the Contractor shall immediately cease all work related to this contract and deliver to the City all city property of the City in Contractor's possession.

The rights and remedies of the city provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

16. Merger. This contract constitutes the entire agreement between the parties. The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Any such waiver, alternation, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all parties to this contract. The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. There are no understandings, agreements, or representations, oral or written, regarding this contract except as specified or referenced herein. The contractor by he/she signature below hereby acknowledges that he/she has read this contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

Contractor, Scotti McInain

Date

Pat Cox, Mayor
City of Port Orford

Date

**CITY OF PORT ORFORD
JANITORIAL SERVICES**

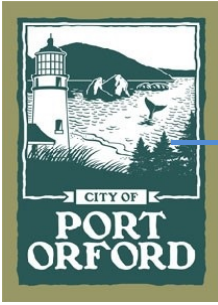
1. Quote flat monthly amount
2. “As needed” items should be included in the quote for all buildings, except for the Community Building and the Legion Hall.
3. Include an hourly rate for additional services such as at the Legion Hall.
4. City will furnish supplies and most tools. Indicate any tools that you will supply.
5. City Hall includes entrances, all offices, and hall between police and administrative.

Facility	As needed twice daily June-Sept	Daily	Weekly	Monthly	Twice Monthly	Quarterly	Semi- Annually	Annually
Community Building								
Clean & disinfect all toilets & urinals					x			
Inspect & attend to mirrors					x			
Clean & sanitize sinks					x			
Empty trash containers & replace liners					x			
Stock dispensers, paper products & hand soap					x			
Sweep & mop floors with disinfectant solution					x			
Spot clean walls, partitions, doors, doorknobs & switches					x			
Scrub walls, doors & partitions with disinfectant detergent					x			
Polish stainless steel & chrome					x			
Entry: remove debris & sweep entrances				x				
Inspect & attend to partitions thoroughly				x				
Dust walls & ceiling vents for cobwebs				x				
Damp wipe vents						x		
Inspect & attend to doors & walls				x				
Inspect & attend to ledges					x			
Scrub & seal floors						x		
Clean & disinfect waste receptacles						x		
Inspect & replace inside & outside light bulbs & tubes						x		
Battle Rock Public Restrooms								
Clean & disinfect all toilets & urinals	x	x						
Inspect & attend to mirrors	x	x						
Clean & sanitize sinks	x	x						
Empty trash containers & replace liners	x	x						
Stock dispensers, paper products & hand soap	x	x						
Sweep & mop floors with disinfectant solution	x	x						
Spot clean walls, partitions, doors, doorknobs & switches	x	x						
Scrub walls, doors & partitions with disinfectant detergent						x		
Polish stainless steel & chrome	x	x						
Entry: remove debris & sweep entrances		x						
Inspect & attend to partitions thoroughly			x					
Dust walls & ceiling vents for cobwebs					x			
Damp wipe vents							x	
Inspect & attend to doors & walls			x					
Inspect & attend to ledges				x				
Scrub & seal floors						x		
Clean & disinfect waste receptacles						x		
Inspect & replace inside & outside light bulbs & tubes						x		

Facility	As needed twice daily June-Sept	Daily	Weekly	Monthly	Twice Monthly	Quarterly	Semi- Annually	Annually
12th Street Bathrooms								
Clean & disinfect all toilets & urinals	x	x						
Inspect & attend to mirrors	x	x						
Clean & sanitize sinks	x	x						
Empty trash containers & replace liners	x	x						
Stock dispensers, paper products & hand soap	x	x						
Sweep & mop floors with disinfectant solution	x	x						
Spot clean walls, partitions, doors, doorknobs & switches	x	x						
Scrub walls, doors & partitions with disinfectant detergent						x		
Polish stainless steel & chrome	x	x						
Entry: remove debris & sweep entrances		x						
Inspect & attend to partitions thoroughly			x					
Dust walls & ceiling vents for cobwebs					x			
Damp wipe vents							x	
Inspect & attend to doors & walls			x					
Inspect & attend to ledges				x				
Scrub & seal floors						x		
Clean & disinfect waste receptacles						x		
Inspect & replace inside & outside light bulbs & tubes						x		
Facility	As needed twice daily June-Sept	Daily	Weekly	Monthly	Twice Monthly	Quarterly	Semi- Annually	Annually
Buffington Park Restrooms								
Clean & disinfect all toilets & urinals		x						
Inspect & attend to mirrors		x						
Clean & sanitize sinks		x						
Empty trash containers & replace liners		x						
Stock dispensers, paper products & hand soap		x						
Sweep & mop floors with disinfectant solution		x						
Spot clean walls, partitions, doors, doorknobs & switches		x						
Scrub walls, doors & partitions with disinfectant detergent						x		
Polish stainless steel & chrome					x			
Entry: remove debris & sweep entrances		x						
Inspect & attend to partitions thoroughly				x				
Dust walls & ceiling vents for cobwebs					x			
Damp wipe vents						x		
Inspect & attend to doors & walls						x		
Inspect & attend to ledges					x			
Scrub & seal floors						x		
Clean & disinfect waste receptacles						x		
Inspect & replace inside & outside light bulbs & tubes						x		

Facility	As needed twice daily June-Sept	Daily	Weekly	Monthly	Twice Monthly	Quarterly	Semi- Annually	Annually
Visitor Information Center								
Vacuum traffic patterns & mats, remove gum & soil spots			x					
Thoroughly vacuum carpet areas					x			
Shampoo carpet								x
Dust furniture & extinguishers				x				
Dust high vents, lights, pipes & clock							x	
Wash windows inside				x				
Wash windows outside				x				
Spot clean walls, doors, doorknobs & switches					x			
Entry: remove debris & sweep entrances		x						
Entry: remove debris & sweep entrances			x					
Dust walls & ceiling vents for cobwebs						x		
Damp wipe vents						x		
Inspect & attend to doors & walls						x		
Inspect & attend to ledges						x		
Clean & disinfect waste receptacles						x		
Inspect & replace inside & outside light bulbs & tubes						x		
Staff Restroom								
Clean & disinfect all toilets & urinals			x					
Facility	As needed twice daily June-Sept	Daily	Weekly	Monthly	Twice Monthly	Quarterly	Semi- Annually	Annually
American Legion Hall								
Clean & disinfect all toilets & urinals					x			
Inspect & attend to mirrors					x			
Clean & sanitize sinks					x			
Empty trash containers & replace liners					x			
Stock dispensers, paper products & hand soap					x			
Sweep & mop floors with disinfectant solution					x			
Spot clean walls, partitions, doors, doorknobs & switches					x			
Scrub walls, doors & partitions with disinfectant detergent					x			
Polish stainless steel & chrome					x			
Entry: remove debris & sweep entrances				x				
Inspect & attend to partitions thoroughly				x				
Dust walls & ceiling vents for cobwebs					x			
Damp wipe vents						x		
Inspect & attend to doors & walls					x			
inspect & attend to ledges					x			
Scrub & seal floors						x		
Clean & disinfect waste receptacles						x		
Clean counter tops & cupboard doors				x				

Facility	As needed twice daily June-Sept	Daily	Weekly	Monthly	Twice Monthly	Quarterly	Semi- Annually	Annually
City Hall Restrooms								
Clean & disinfect all toilets & urinals			x					
Inspect & attend to mirrors			x					
Clean & sanitize sinks			x					
Empty trash containers & replace liners			x					
Stock dispensers, paper products & hand soap			x					
Sweep & mop floors with disinfectant solution			x					
Scrub walls, doors & partitions with disinfectant detergent						x		
Polish stainless steel & chrome				x				
Dust walls & ceiling vents for cobwebs					x			
Damp wipe vents							x	
Inspect & attend to doors & walls				x				
Inspect & attend to ledges				x				
Scrub & seal floors						x		
Clean & disinfect waste receptacles						x		
Inspect & replace inside & outside light bulbs & tubes						x		
Admin Offices								
Empty trash containers & replace liners			x					
Facility	As needed twice daily June-Sept	Daily	Weekly	Monthly	Twice Monthly	Quarterly	Semi- Annually	Annually
Council Chambers								
Empty trash containers & replace liners			x					
Inspect & attend to ledges				x				
Straighten chairs			x					
Clean display cases				x				
Thoroughly vacuum carpet areas					x			
Vacuum upholstered furniture				x				
Shampoo carpet								x
Dust all furniture & extinguishers				x				
Dust vents, lights, & clock						x		
Clean interior glass doors & windows						x		
Clean exterior glass & windows						x		
Spot clean walls, doors, doorknobs & switches						x		
Clean and disinfect waste recepticals						x		
Inspect & replace inside & outside light bulbs & tubes						x		



8(c) *City of Port Orford: Budget Officer*

Issue: Each budget cycle, the City of Port Orford needs to elect a Budget Officer to oversee the budget process.

Background: The City typically begins its annual budget process in early March with the assembly of a preliminary budget. This process includes appointing a Budget Officer (typically the Finance Director or City Administrator) and establishing a schedule for meetings to review the proposed budget.

Facts: The City is late starting the budget this year due to staffing changes. The City Council appointed a Budget Committee in April 2022, and those citizen appointees may continue to serve. Staff is verifying the interest of the three citizens appointed last year in their continuing to serve. Staff has not yet developed a budget schedule, but adoption of the budget should be completed by June 30, 2023.

Fiscal Impact: Budgets done incorrectly in previous years have led to audits that have cost the City hundreds of thousands of dollars. More than the cost of having a Financial Director.

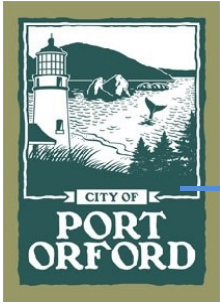
Motions:

- I, Councilor [name], motion to approve the appointment of David Johnson as the Budget Officer for the 2024-2025 year.
- I, Councilor [name], motion to decline the appointment of David Johnson as the Budget Officer for the 2024-2025 year.

Pat Cox, Mayor

ATTEST:

Joseph Harrison, City Recorder Pro Tem



8(d) Payment Plan & Payment Contacts: Discussion

Issue: There are citizens in town who would like to negotiate payment plans for overdue water bills, SDC fees, and other similar charges.

Background: During the Public Housing Code Hearing, held on April 9th, 2024, several citizens expressed concern over the costs of utilities hook ups for cottage cluster style development. Allowing payment plans can reduce the cost of development by allowing a large charge to be paid over 1-2 year period. With the Well Ordinance also requiring the payment of SDC fees, allowing a payment plan will facilitate construction while lowering the risk of citizens being completely removed from the infrastructure fees.

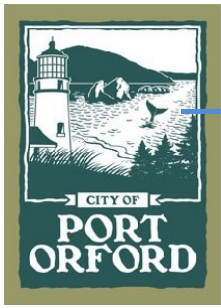
Facts: Water SDC connection fees are approx. \$10,000 and Sewer SDC connection fees are approx. \$5,000. These fees can be prohibitively expensive for people looking to develop housing in Port Orford or fix issues that had been previously grandfathered.

Fiscal Impact: Since the period of Water Curtailment went into effect, approximately 40 wells have been permitted in Port Orford City limits. This is approx. \$400,000 of SDC fees that are not being collected and used to repair/maintain/upgrade the Municipal Water System.

Options: Direct staff to research this option further; direct staff to not research this option further

Motions:

- I, Councilor [name], motion to direct staff to research the offering of Payment Plans in other Municipalities.
- I, Councilor [name], motion to direct staff to not research this topic further.



8(e) Watershed Scope of Work

Watershed TA IGA: 2024 Scope of Work (SOW)

The following SOW represents expected technical assistance and noxious weed control activities that will occur on City of Port Orford owned properties as approved according to an IGA dated 6/1/2023 between the City of Port Orford and Curry Soil and Water Conservation District.

Noxious Weed Control Activities:

- Continue ongoing gorse treatments within the parcel 32S15W TL 6500 (AKA Sorenson Parcel). This property is subject to a conservation easement which constrains what type of activities can occur on that ground. Gorse control treatments have been ongoing, although not continuously, since 2014. Funded by DEQ SRF Stewardship Loan ○ April-Dec. 2024: manual and mechanical control of gorse and maintenance of existing plantings to shade gorse for long term control.
- Survey and Treat gorse within additional City owned parcels 32S15W33D TL 100 & TL 1300, 33S15W04A TL 100, and 32S15W TL 6900 (Wilson Parcel, recently acquired). Funded by DEQ SRF Stewardship Loan ○ April-June 2024: survey for all gorse populations and map extent.
 - May-Oct. 2024: manual, chemical, or mechanical control of found plants.
 - All chemical control will be targeted using techniques that minimize herbicide drift, overspray, and quantity, and performed by licensed applicators.
- Curry SWCD may expand treatments within the Sorenson parcel with other funding (SWCD managed grants) as it becomes available. Mature gorse within the naturally revegetated portions of the parcel are not currently within the treatment scope, but could be manually cut if additional funding is available.

Technical Assistance Activities: (not yet funded)

- Provide technical assistance (TA) to meet objectives proposed in recent DEQ CWSRF Planning Loan application for the North Fork Hubbard Creek Sediment Risk Reduction Planning.
 - April-June 2024: finalize working budgets for project components in order to complete loan application if funded. Funded by SWCD in-kind
 - June-Dec. 2024: provide TA for components of the planning effort. Funded by CWSRF Loan if approved.
 - Road inventory and assessment
 - Planning, design, and permitting for removing high-risk and failing culverts.

Motions:

- I, Councilor [name], motion to approve the scope of work proposed by Curry Soil and Water Conservation District.
- I, Councilor [name], motion to approve the scope of work proposed by Curry Soil and Water Conservation District with the following modifications; [list modifications]
- I, Councilor [name], motion to decline the scope of work proposed by Curry Soil and Water Conservation District.