

**CITY OF PORT ORFORD
REGULAR SESSION OF THE COMMON COUNCIL
THURSDAY, May 16th, 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/526170589>

You can also dial in using your phone.

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

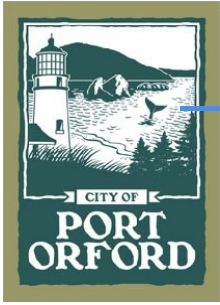
United States: 1 (646) 749-3129

Access Code: 526-170-589

AGENDA

1. Call to order/roll call/ pledge of allegiance
2. Additions to the Agenda
3. Presentations to the Council/Citizens (pg. 3)
 - a. Speeding In Port Orford: Traffic Logix
 - b. ODOT: Construction Update
4. Consent Calendar (pg. 4-18)
 - a. Minutes April 18th, 2024 (pg. 4-9)
 - b. OLCC Port Orford Community Co-Op (pg. 10-11)
 - c. OLCC Redfish (pg. 12-13)
 - d. Temporary OLCC Sea Wolf Books (pg. 14-17)
 - e. Emergency Preparedness Committee Goals (pg. 18)
5. Citizen's Concerns (On agenda items only – 3 minute time limit)
6. Departmental Reports (pg. 19-23)
 - a. Administration (pg. 19)
 - b. Finance
 - c. Public Works (pg. 20-21)
 - d. Police
 - e. Planning (pg. 22)
 - f. Mayor's Report
 - g. Liaison (pg. 22-23)
 - 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. 24-42)
 - a. Final reading of Ord. 2024-01: Beacon Broadband Franchise Agreement (pg.24-30)
 - b. Janitorial Contract (pg. 31-36)

- c. **A-Frame Contract (pg. 37-42)**
- 8. **New Business (pg. 43-50)**
 - a. **Resolution 2024-04: ADOPT A PORT ORFORD SECTION 3 PLAN (pg. 43-46)**
 - b. **Recognizing National Public Works Employee Week (pg. 47-48)**
 - c. **TLT Grant Recommendations (pg. 49-50)**
 - d. **Discussion Irrigation Meters**
- 9. **Continuing Action Items**
 - a. **Discussion on Possible Ordinance Enforcement Workshop – July**
 - b. **Discussion STR Ordinance Implementation**
- 10. **Considerations**
 - a. **Citizens**
 - b. **Councilors**
- 11. **Future Meetings – Regular Meeting June 20th @ 5:30 pm**
 - a. **Special Meetings TBD**
- 12. **Executive Session under ORS 192.660 (2)(a): To consider the employment of a public officer, employee, staff member, or individual agent.**
- 13. **Possible action out of Executive session**
- 14. **Adjourn**

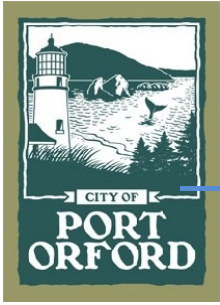


Presentations to Council

TrafficLogix Speeding in Port Orford: Speeding has been an issue around town and Commissioner Jenn Head from the Planning Commission has been researching traffic calming measures and has invited representatives from TrafficLogix to present some of their solutions to the City Council.

ODOT: The Oregon Department of Transportation has been working on paving projects in the City of Port Orford. They are here to give an update on ongoing and upcoming projects. The plan is as follows.

- Thursday and Friday (5/9, 5/10) – Paving wide shoulders throughout town such as at Deady Street and 6th Street.
 - Starting Monday 5/13 – Mainline grinding and paving through town. We do not have a schedule of which lane they will start on. There will be four passes to cover the full width of pavement throughout town. Expecting to pave up to five days per week, depending on the traffic volumes.
-



Consent Calendar (a): Minutes 4/18/2024

City of Port Orford
Regular City Council Meeting
In the Gable Chambers / Virtual participants
Thursday, April 18th, 2024 at 5:30 P.M.

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

The minutes were prepared to the best of our ability using the recording available at:
<https://www.youtube.com/watch?v=9gFkGmMZ1cU>

1. **(0:00-0:01) 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 leads the chamber in the Pledge of Allegiance.
2. **(0:01-0:02) Additions to the Agenda**
 - a. Item 3(a) has been removed from the agenda.
 - b. Item 8(e) moved to item 8(a).
3. **(0:02) Presentations to the Council/Citizens**
 - a. Speeding In Port Orford: Traffic Logix: postponed
4. **(0:02-0:11) Consent Calendar**
 - a. **By consensus:** the council agrees to remove the lease agreement from the consent calendar.
 - b. Minutes March 21st, 2024
 - i. **By consensus:** the council makes minor grammar and spelling corrections in the minutes.

- c. **Councilor TP** moves to accept the consent calendar without the lease agreement and with the minutes as amended.
- d. **Councilor GB** seconds the motion.
- e. **Vote:** with no further discussion the vote passes 4-2-1 with Mayor PC casting a tie-breaking vote.

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

5. (0:11-0:12) Citizen's Concerns: None

6. (0:12) Departmental Reports

- a. (0:12-0:23) **Administration:** Office hours are now Monday-Thursday 7:30-5:30. The researching use of Everbridge for text-to-citizen updates is ongoing. There are no applications for City Attorney, we can advertise it on the LOC bulletin board and in other papers. Right of Way needs to be cleared. Budget Committee meetings are coming up, Councilors should try to find members to join. Boil water notices are now on new door hangers.

- b. **Finance:** covered in Administration

- c. (0:23-0:26) **Public Works:** A written report was provided in the packet. No significant discussion.

- i. (0:25) **Councilor PR** joined at 5:58

- d. **Police:** None

- e. **Planning:** A written report was provided in the packet.

- f. **Mayor's Report:** Covered in administration.

g. (0:26-1:06) **Liaison**

- i. **Port-Webb:** The new seafood hub system will be on TV.
- ii. **School – Rask:** Nothing to report.
- iii. **Fire District-Tidey:** The contract with the fire district is being renewed.
- iv. **Watershed-Vileisis:** Closer to the dredging permit. No other questions.
- v. **Parks – Tidey:** The Parks meeting was postponed last month.
- vi. **TLT-Pogwizd:** The last meeting did not have a quorum.
- vii. **Mainstreet-Burns:** Written report included with the packet.
- viii. (0:33-1:06) **Emergency Prep.-Burns:** Mission statement and goals provided for council direction.
 - 1. **Councilor AV** moves to approve the EPC mission statement.
 - 2. **Councilor PR** seconds the motion.
 - 3. **Vote:** with no significant discussion, the vote carries unanimously @ 6:09 pm

<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>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

4. **Discussion On EPC goals:** The Council discusses the radios for Public Work trucks and potential grants for the EPC. Looking at FEMA training for incident command centers for coordinating responses during a regional incident. The following changes to the proposed goals are recommended; “Provide information” becomes “Relay information”, “Purchase metal storage” becomes “Acquire metal storage”, “Select locations” becomes “Consider locations”, and “Pursue grants” becomes “Identify grants”. Seeing that there are revisions needed on the goals, the Council agrees to continue this item to the next meeting by consensus.

7. (1:06-1:56) Old Business

a. (1:06-1:41) Second reading of Ordinance 2024-01: Beacon Broadband Franchise Agreement

- i. **Councilor GT** moves to accept Ordinance 2024-01: Beacon Broadband Franchise Agreement.
- ii. **Councilor GB** seconds the motion.
- iii. **Discussion:** Councilors are concerned about whether the 5% franchise fee is the maximum and if the blanket Right of Way permit would allow Beacon Broadband to cut trees without checking with the City. Councilors consider a 5-year agreement instead of a 10-year agreement to mitigate issues from not having Legal Counsel review it.
- iv. **Councilor GT** moves to table this item.
- v. **Councilor GB** seconds the motion.
- vi. **Vote:** The Council reiterated that they would like to check the percentage and review the length of the agreement. Then the vote carries unanimously.

<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>Yes</u>	<i>Councilor Vileisis</i>	<u>Yes</u>	<i>Councilor Webb</i>	<u>Yes</u>

b. (1:42-1:56) Renewal of the A-frame contract

- i. **Councilor GT** moves to accept the Contract for the A-frame rental with Siskiyou School.
- ii. **Councilor GB** seconds the motion.
- iii. **Discussion:** The school is in the building four days a week, 3-4 hours a day; councilors are concerned about the cost of utilities. The Council removes the cost of cleaning from the agreement.
- iv. **Vote:** The vote does not carry 4-3 with Mayor PC casting a tie-breaking vote.

<i>Councilor Burns</i>	<u>Yes</u>	<i>Councilor Pogwizd</i>	<u>Yes</u>	<i>Councilor Rask</i>	<u>No</u>
<i>Councilor Tidey</i>	<u>No</u>	<i>Councilor Vileisis</i>	<u>Yes</u>	<i>Councilor Webb</i>	<u>No</u>
<i>Mayor Cox</i>	<u>No</u>				

- v. **By consensus:** the Council directs CA to research and change the agreement in line with the previous discussion.

8. (1:57-2:43) New Business

a. (1:57-2:05) Curry SWCD, Drinking Water Source Area-Scope of Work for 2024, Erin Minster, CSWCD

- i. **Erin Minster on behalf of SWCD:** SWCD handles gorse control in the drinking water area and their scope of work must be approved annually. Due to restrictions put in place when The City purchased property adjacent to the water reservoir, SWCD needs explicit permission to use herbicides in the area.
- ii. **Councilor AV** moves to approve the scope of work as presented.
- iii. **Councilor GB** seconds the motion.
- iv. **Discussion:** The Council discusses liability and Ms. Minster states that liability would be with SWCD. The cost of this project will be covered by the half-forgivable loan we secured to buy the Wilson land.
- v. **Vote:** the motion carries unanimously 6-0 @ 7:38 pm.

<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>Yes</u>	<i>Councilor Vileisis</i>	<u>Yes</u>	<i>Councilor Webb</i>	<u>Yes</u>

b. (2:05-2:11) Port Orford Jail Historic Site Status

- i. **Rick Cook on behalf of the Port Orford Historic Preservation Society:** The Port Orford Historic Preservation Society would like to designate the Old City Jail as a historic site and needs the City's Permission to do so.
 - 1. **Councilor BW** moves to give permission to proceed.
 - 2. **Councilor GB** seconds the motion
 - 3. **Discussion:** The Council inquiries about the cost of maintenance; it's currently nothing because the City doesn't do any maintenance on it. If the Historic Site status is given; it will be easier to get grants for restoration/maintenance.
 - 4. **Vote:** the motion carries unanimously 6-0 @ 7:45 pm.

c. (2:11) Before continuing the meeting; a vote to extend it needs to be held.

- i. **Councilor GB** moves to extend the meeting.
- ii. **Councilor AV** seconds the motion
- iii. **Vote:** the motion passes 5-1 @ 7:47 pm.

<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>No</u>	<i>Councilor Vileisis</i>	<u>Yes</u>	<i>Councilor Webb</i>	<u>Yes</u>

d. CA Radcliffe and Councilor BW are excused and leave the meeting.

e. (2:12-2:36) Renewal of Janitorial Contract:

- i. **Councilors discuss:** the cost of labor, materials, and what we get for the cost. Councilors also question if this would need to go out to bid again.
- ii. **Councilor GB** motions to approve CA MR negotiating the contract and return with the finalized contract.
- iii. **Councilor PR** seconds the motion.

- iv. **Vote:** the motion carries unanimously 6-0 @ 8:08 pm.

<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>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

f. (2:37) **Appointment of David Johnson as Budget Officer**

- i. **Councilor GB** motions to approve appointing David Johnson as the Budget Officer for this year.
- ii. **Councilor TP** seconds the motion.
- iii. **Vote:** with no discussion the vote carries unanimously @ 8:09 pm.

<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>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

g. (2:38-2:41) **Discussion: Water Contracts/Payment Plans**

- i. **Councilor TP** motioned to direct staff to not research this further.
- ii. **Counselor GB** seconds the motion
- iii. **Vote:** with no further discussion vote was carried unanimously @ 8:11 pm

<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>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

h. (2:41-2:43) **Beacon Broadband letter of support**

- i. **Councilor AV** motions to approve the letter of support with the amendment of removing the last sentence of paragraph 2 that gives Beacon Broadband a blanket Right of Way work permit.
- ii. **Councilor TP** seconds the motion.
- iii. **Vote:** with no further discussion the vote carries unanimously @ 8:13 pm

<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>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

9. (2:43) **Continuing Action Items**

- a. **Discussion on Ordinance enforcement workshop – item postponed.**

10. (2:44-3:15) **Considerations**

a. **Citizens**

- i. (2:44-2:56) **Jen Bailey:** The Jubilee Committee wants to close 7th St. for the 4th of July car show. By consensus, the council agrees to close the road for the Jubilee between 5 am and 3 pm on July 4th. By consensus, the Council agrees to approve the road closure contingent on approval of a Right of Way permit.
- ii. (2:56) **Teresa Kolibaba:** Why is Jubilee having the car show on 7th St. when they have done it elsewhere every year? If the Post Office can't be accessed for a day, there will be angry citizens.

b. Councilors

- i. **(2:56-3:00) PR:** Can not be a member of the Finance Committee right now. The Attorney RFP needs some clarification and can be posted in the Oregon State Bar Bulletin.
- ii. **(3:00) AV:** The Creative Collective is starting a paper and AV has drafted an article on the water system on behalf of The City. Councilors discuss if it is appropriate for a Councilor to draft a message for the City. AV reads her drafted message and councilors recommend revisions. AV requests that the implementation of STR ordinance be added to continuing action items on a future meeting.
- iii. **(3:13) GT:** requests the door hangers be changed to orange.

11. Future Meetings – Regular Meeting May 16th @ 5:30 pm

12. (3:15) Adjourn

- a. **Seeing no further business, Mayor PC ends the meeting @ 8:47 pm**

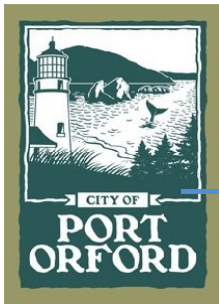
Attest:

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date



Consent Calendar (b)(c)(d): OLCC applications.

Oregon Liquor and Cannabis Commission
PO Box 22297, Milwaukie, OR 97269 1-800-452-6522
License Renewal Application

Your Due Date For Renewal is June 10, 2024.

License Type: OFF-PREMISES SALES	District: 3	License: 368636	Premises: 54892	Code: 227
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PORT ORFORD COMMUNITY CO-OP
PO BOX 404
PORT ORFORD, OR 97465

Licensee(s)

PORT ORFORD COMMUNITY CO-OP

Tradename

PORT ORFORD CO OP
812 OREGON ST
PORT ORFORD OR 97465

Operational Questions:											
(1) List contact information for the business.	Phone Number: <u>541-366-2067</u> Email: <u>poecoop@gmail.com</u>										
(2) List all <u>arrests or convictions</u> for any crime, violation, or infraction of any law during the last 18 months even if they are <u>not liquor related</u> for any owner of the business. Attach additional sheet of paper to back of form if needed.	<table border="1"> <thead> <tr> <th>Name</th> <th>Offense</th> <th>Date</th> <th>City/State</th> <th>Result</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="text-align: center;">/</td> </tr> </tbody> </table>	Name	Offense	Date	City/State	Result	/				
Name	Offense	Date	City/State	Result							
/											
(3) Were there any changes of ownership (i.e.: add/drop partners, change to corporations, etc.) not reported to the OLCC in the last year?	☒ NO ☐ YES ☐ EXPLAIN:										
(4) Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?	☒ NO ☐ YES ☐ EXPLAIN:										
(5) Will you be holding beer or wine tastings at your location, other than those conducted by a manufacturer?	☒ NO ☐ YES										

IMPORTANT: Failure to fully disclose any information requested, or providing false or misleading information on this form is grounds to refuse to renew the license. YOUR LICENSE EXPIRES ON 06/30/2024. If you do not renew before this date, you must stop selling or serving alcohol immediately. NO EXCEPTIONS! Selling or serving alcohol with an expired license is a crime.

Licensee(s): PORT ORFORD COMMUNITY CO-OP

License: 368636

Premises: 54892

Payment #1 to OLCC: <i>Make check or money order payable to OLCC. Do not mail cash. Send your application and payment to OLCC License Renewals; PO Box 22297; Milwaukie, OR 97269.</i>	Dollar Amount (\$)
If completed renewal application is postmarked by 06/10/2024 pay this amount.	\$200.00
If completed renewal application is postmarked after 06/10/2024 but on or before 06/30/2024 pay this amount.	\$250.00
If completed renewal application is postmarked after 06/30/2024 pay this amount.	\$280.00

Payment #2 to Local Government: <i>Make check or money order payable to City/County listed below if a fee is required. Do not mail cash.</i>	
Local government City of Port Orford Attn: City Recorder located at 555 West 20th St PO Box 310; Port Orford, OR 97465 requires a \$25.00 processing fee. Send a copy of your completed application with this fee. Have you paid this processing fee? We will not process your application until this has been paid.	☐ YES

MANDATORY DISCLOSURE OF YOUR SOCIAL SECURITY NUMBER

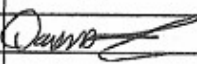
Federal and State laws require you to provide your Social Security Number to the Oregon Liquor and Cannabis Commission (OLCC) on the license renewal application. The OLCC will refuse a renewal if an applicant signing the renewal fails to provide his/her Social Security Number. The Social Security Number will be used only for Child Support Enforcement purposes, unless you authorize the use of your Social Security Number for the additional administrative purposes listed below (42 USC § 666(a)(13) & ORS 25.785).

SOCIAL SECURITY NUMBER AUTHORIZATION

The OLCC also asks for your authorization to use your Social Security Number(s) for additional administrative purposes, to make our application process more efficient and accurate. We use your Social Security Number to:

1. Help us keep accurate records about your identity because applicants often have the same last name and birth date.
2. Ensure your identity when we run a criminal background check through law enforcement agencies.
3. Match your license application to your Alcohol Server Education class and test score (applies only to applicants who are required by law to take and pass an alcohol server education program.)

Our authority to request this use is ORS 471.311 and OAR 445-005-0312(6). Please check the box next to your signature to authorize our use of your Social Security Number for the additional administrative purposes listed above. You will not be denied a right, benefit or privilege if you do not authorize the OLCC to use your Social Security Number for these additional administrative purposes (5 USC § C 552(a)).

Signature Section: <i>Who must sign -- One member of an LLC. One officer of a corporation. One partner in a limited partnership. Each person if licensed as individuals.</i>						
Print Name	Social Security Number	Date of Birth	Sex M/F	Today's date	Signature	SSN Authorization
Daphne Lahry-Smith	540-33-2184	04/27/88	F	05/01/24		☐ NO ☒ YES
						☐ NO ☐ YES
						☐ NO ☐ YES
						☐ NO ☐ YES
						☐ NO ☐ YES



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O_13.doc

Oregon Liquor Control Commission
 PO Box 22297, Milwaukie, OR 97269 1-800-452-6522
License Renewal Application

Your Due Date For Renewal is June 10, 2024.

License Type: FULL ON-PREMISES SALES	District: 3	License: 368702	Premises: 47130	Code: 225
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REDFISH LLC
 PO BOX 700
 PORT ORFORD, OR 97465

Licensee(s) REDFISH LLC

Server Education Designee(s)
 HAWTHORNE, CHRIS D 5/12/2028

Tradename REDFISH
 517 JEFFERSON ST
 PORT ORFORD OR 97465

Operational Questions:																					
(1) If there has been a change in your Server Education Designee please list the new person's full name and date of birth.	Name _____ DOB _____																				
(2) List contact information for the business.	Phone Number: 541-366-2266 Email: chris@hawthornegallery.com																				
(3) List all <u>arrests or convictions</u> for any crime, violation, or infraction of any law during the last 18 months even if they are <u>not liquor related</u> for any owner of the business. Attach additional sheet of paper to back of form if needed.	<table border="1"> <thead> <tr> <th>Name</th><th>Offense</th><th>Date</th><th>City/State</th><th>Result</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name	Offense	Date	City/State	Result															
Name	Offense	Date	City/State	Result																	
(4) List Insurance Company and Policy #. Under ORS 471.295 (2), you are required to maintain a Liquor Liability policy of NO LESS THAN \$300,000 .	Insurance Company <u>Liberty Mutual</u> Policy # <u>BZS 55190763</u>																				
(5) Were there any changes of ownership (i.e.: add/drop partners, change to corporations, etc.) not reported to the OLCC in the last year?	☒ NO ☐ YES ☐ EXPLAIN:																				
(6) Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?	☒ NO ☐ YES ☐ EXPLAIN:																				

IMPORTANT: Failure to fully disclose any information requested, or providing false or misleading information on this form is grounds to refuse to renew the license. YOUR LICENSE EXPIRES ON 06/30/2024. If you do not renew before this date, you must stop selling or serving alcohol immediately. NO EXCEPTIONS! Selling or serving alcohol with an expired license is a crime.

Licensee(s): REDFISH LLC

License: 368702

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Payment #1 to OLCC: <i>Make check or money order payable to OLCC. Do not mail cash. Send your application and payment to OLCC License Renewals; PO Box 22297; Milwaukie, OR 97269.</i>	Dollar Amount (\$)
If completed renewal application is postmarked by <u>06/10/2024</u> , pay this amount.	\$800.00
If completed renewal application is postmarked after <u>06/10/2024</u> but on or before <u>06/30/2024</u> , pay this amount.	\$1000.00
If completed renewal application is postmarked after <u>06/30/2024</u> , pay this amount.	\$1120.00

Payment #2 to Local Government: <i>Make check or money order payable to City/County listed below if a fee is required. Do not mail cash.</i>	
Local government City of Port Orford Attn: City Recorder located at 555 West 20th St PO Box 310; Port Orford, OR 97465 requires a \$25.00 processing fee. Send a copy of your completed application with this fee. Have you paid this processing fee? We will not process your application until this has been paid.	☒ YES

MANDATORY DISCLOSURE OF YOUR SOCIAL SECURITY NUMBER

Federal and State laws require you to provide your Social Security Number to the Oregon Liquor Control Commission (OLCC) on the license renewal application. The OLCC will refuse a renewal if an applicant signing the renewal fails to provide his/her Social Security Number. The Social Security Number will be used only for Child Support Enforcement purposes, unless you authorize the use of your Social Security Number for the additional administrative purposes listed below (42 USC § 666(a)(13) & ORS 25.785).

SOCIAL SECURITY NUMBER AUTHORIZATION

The OLCC also asks for your authorization to use your Social Security Number(s) for additional administrative purposes, to make our application process more efficient and accurate. We use your Social Security Number to:

1. Help us keep accurate records about your identity because applicants often have the same last name and birth date.
2. Ensure your identity when we run a criminal background check through law enforcement agencies.
3. Match your license application to your Alcohol Server Education class and test score (applies only to applicants who are required by law to take and pass an alcohol server education program.)

Our authority to request this use is ORS 471.311 and OAR 845-005-0312(6). Please check the box next to your signature to authorize our use of your Social Security Number for the additional administrative purposes listed above. You will not be denied a right, benefit or privilege if you do not authorize the OLCC to use your Social Security Number for these additional administrative purposes (5 US § C 552(a)).

Signature Section:

Who must sign -- One member of an LLC. One officer of a corporation. One partner in a limited partnership. Each person if licensed as individuals.

Print Name	Social Security Number	Date of Birth	Sex M/F	Today's date	Signature	SSN Authorization
						☐ NO ☐ YES
						☐ NO ☐ YES
						☐ NO ☐ YES
						☐ NO ☐ YES
						☐ NO ☐ YES



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

PLEASE READ: ELIGIBILITY FOR A TSL-FP

YOU ARE ELIGIBLE if you are any person or organization who does not manufacture alcoholic beverages and who does not import or cause to be imported into Oregon an alcoholic beverage for sale or distribution in Oregon.

The following OLCC annual licensees are also eligible: **Full On-Premises, Limited On-Premises, Off-Premises, and Brewery-Public House.**

YOU ARE NOT ELIGIBLE if you are a person or organization who makes alcoholic beverages within Oregon or who imports or causes to be imported into Oregon an alcoholic beverage for sale or distribution in Oregon.

This includes the following OLCC licensees: **Brewery, CERA, CERD, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage and Wine, and Winery.**

Wineries, breweries, distilleries, and wholesalers in **other states** are also **not eligible** for a TSL-FP.

TSL-FP LICENSE PRIVILEGES

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area (provided you meet the food service requirements).
- Sell at retail factory-sealed containers of malt beverage, wine, and cider meant for drinking off of the special event licensed area. Note: you may not sell bottles of distilled liquor.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons.
- Auction (but not raffle) at retail factory-sealed containers of malt beverage, wine, and cider (but not distilled liquor) for consumption off of the premises.
- Auction (but not raffle) at retail open containers of alcohol for consumption on the premises.
- Delivery of malt beverages, wine, or cider. Deliveries must occur during the period of the special event license.

Before you submit your application, read the Special Event Guide for TSLs and Exempt Events. This guide will assist you in selecting and completing the appropriate special event application, as well as answering additional questions you may have.

DIRECTIONS FOR COMPLETING THE TSL-FP APPLICATION

1. **Fill out the TSL-FP application form completely.**
 - NOTE: You may apply for a **maximum of seven license days** per application. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
2. Get your application **signed by the local government** where the event will take place **before** you submit it to the appropriate OLCC office. The local government is either (1) the city if the event address is within the city's limits, or (2) the county if the event address is outside city limits. The local government may charge you a fee.
3. **Submit** your special event license application, the **license fee of \$50 per day**, and any other required documents to the **regional OLCC office** that serves the county where your special event will take place. Submitting your materials and fees to the correct office will ensure your application is processed in time for your event.
 - For mailed-in submissions, license fees can be paid by **check or money order** payable to OLCC.
 - **Cash payments** can be made **in person** at your regional OLCC office when you submit your application.
 - Find the appropriate OLCC office here: [OLCC offices and the counties they serve](#).

Processing time: OLCC needs your completed application in sufficient time to approve it. OLCC may refuse to process your application if it is not submitted with sufficient time.

- For events with expected attendance of **1,000 or fewer**, submit all materials **at least two weeks** before the first listed event date.
- For events with expected attendance of **more than 1,000**, submit all materials **at least 30 days** before the first listed event date.



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

TSL-FP FOOD SERVICE REQUIREMENTS

- For events that serve distilled liquor by the drink, **at least three different meals** are required. These events may also serve malt beverages, wine, and/or cider. This includes tastings.
- For events that serve only malt beverages, wine, and/or cider by the drink (but no distilled liquor), **at least two different meals** are required. This includes tastings.
- For events that serve no alcohol by the drink and only sell sealed containers for consumption off the licensed premises, **no meals are required**.

WHAT CONSTITUTES A MEAL?

A meal is a food item that is typically served as a main course or entrée. Some examples are fish, steak, chicken, pasta, pizza, and sandwiches. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips and crackers do not qualify as meals. Different sizes of the same item are not considered different.

IS THERE AN EXCEPTION TO THE FOOD SERVICE REQUIREMENT?

The OLCC must determine that the clearly dominant emphasis is food service at all times in the area where alcohol service is available in order for you to provide only one meal. The OLCC will work with you to make this determination prior to approving your application.

WHAT DOES IT MEAN TO PROVIDE FOOD SERVICE “AT ALL TIMES AND IN ALL AREAS WHERE ALCOHOL SERVICE IS AVAILABLE”?

Patrons must be able to obtain food service inside the special event licensed area. You may use either of the following two methods to provide food service:

- Within all areas where alcohol service is available, have the minimum required food items available for patrons at all times; or
- Within all areas where alcohol service is available, have a menu which includes the minimum required food items available for patrons at all times and be able to provide the food items in the area if a patron chooses to order food. The food items could be kept at a location other than the area where the alcohol is served; however, you must be able to provide the food items to the patron in the area where alcohol service is available.

MAY I USE FOOD PROVIDED BY A CONTRACTOR OR CONTRACTORS TO MEET THE FOOD REQUIREMENT?

Yes, the food service may be provided by someone other than you; however, even if food service is provided by a contractor, you are fully responsible for compliance with the food requirements. You may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

The contract may be between:

- You (the OLCC licensee) and the food service contractor; or
- The organizer of the event and the food service contractor.

The food service contract does not need to be in writing; however, you may sell or serve alcohol only when qualifying different meals are available in the licensed area.

OTHER IMPORTANT INFORMATION

OLCC may refuse to process your application if it is not complete or is not submitted in sufficient time for the OLCC to investigate. Typically, an application that is accepted by the OLCC as complete at least two to four weeks before the event date is sufficient time to process most applications.

Managing Your Event - Not following your written plan for managing your event may result in liquor law violations and may cause the OLCC to deny your future TSL applications.

Marijuana use is not allowed: The use of marijuana (both recreational and medical) is not allowed on your special event licensed premises.



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

APPLICATION: Page 1 of 2

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

- If yes, please provide the following:

Trade Name (dba)

License #

2. Applicant Name: Charlie Stephens

3. Contact Person: Charlie Stephens

4. Contact Phone: 4153106905

5. Contact E-mail: info@seawolfbooks.com

6. Event Name (if applicable): Writers With Drinks

7. Date(s) of event (no more than seven days): June 28, 2024

8. Start/End hours of alcohol service: 5 to 9 (include AM/PM)

9. Address of Special Event: 324 6th St Port Orford 97465
 (street) (city) (zip code)

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

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

11. List the name(s) and service permit number(s) of alcohol manager(s) that will be on-duty and in the licensed area:
 Charlie Stephens, 7829wj

12. What is the expected attendance per day in the area where alcohol will be sold or consumed? 20

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

13. Insurance Company: Hartford Insurance

14. Policy #: 308271662569305

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

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

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

a. Hummus plate w/veggies

b. Chips and salsa

c. Mediterranean tapas



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

APPLICATION: Page 2 of 2

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

17. Name of the **CITY** if the event address is within city limits: Port Orford

OR

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

I affirm the following:

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

Name of individual signing (please print): Charlie Stephens

SIGNATURE (electronic signature acceptable): *Charlie J. Stephens* Date: 5/7/24

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

☐ Grant ☐ Acknowledge ☐ Deny (attach written explanation of Deny recommendation)

Staff Name and Title:

City/County Signature:

Date:

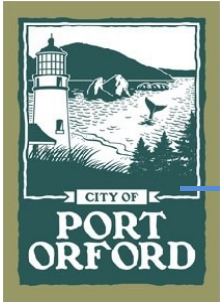
FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit your special event application to the OLCC office that regulates the county where your special event will happen. Find the OLCC office here: OLCC offices & the counties they serve.

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

License is: ☐ Approved ☐ Denied ☐ Not Processed – Reason: _____

OLCC Signature:

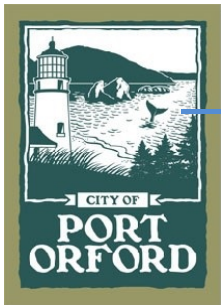
Date:



Consent Calendar (e): Emergency Prep. Committee Proposed Goals

Emergency Preparedness Commission Proposed Goals

1. Develop an Emergency Response Plan for the Port Orford Community and submit it to the City Council for approval.
2. Identify and coordinate with essential recovery services and establish alternative means of communicating with them if internet and phone services are unable to function.
3. Provide information to residents to help them prepare for and respond to disasters. Promote pre-disaster hazard mitigation.
4. Identify and recommend to the Council locations for providing communication, food, water, shelter, and medical emergency services.
5. Identify and recommend to the Council grants and other resources to purchase metal storage containers, equipment, and necessary supplies.



Department Reports: Administration

New Business

THANK YOU to the Rogue Gardeners of Port Orford for weeding the City Hall landscape. It looks beautiful!

Budget Season is upon us!

Budget Committee meetings are scheduled for May 17th, 20th, 23rd, 28th, 31st, and June 3rd. We will add more if needed. However, if the Committee approves the budget in one of the earlier meetings, the remaining meetings will be canceled.

The newly created Finance Committee has had multiple meetings in the last few weeks to try to create a balanced budget. We are trying to find creative solutions for our shortfall.

Future Plans/ Continuing Business

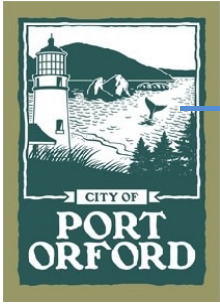
PROPOSED Goals and Priorities for Team COPO

1. **Back to basics of a functioning Organization**
 - a. Personnel practices (Hiring, evaluation, improved processes, etc...)
 - b. Union Contract Negotiation
 - c. Defined roles and job descriptions
 - d. Updated protocols, as needed
2. **Communication**
 - a. Improved Customer Service
 - b. Staff Meetings
 - c. Friday Report to Council
 - d. City Facebook Page
3. **Project Management**
 - a. Prioritize due to Budget restrictions
 - b. Oversight for completion of projects
 - c. Council Workshops on major topics. Examples COULD include:
 - i. Code Enforcement
 - ii. Fee Schedules
 - iii. Grant Management

Public Communication

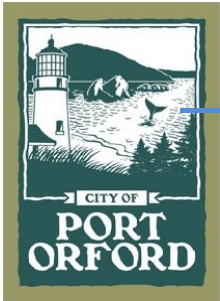
Joseph has created the City of Port Orford Facebook page. This is a post-only/no-comments page to disseminate information to our citizens. The first post will be the packet for May's Council meeting. This supports our Customer Service Goal/ Priority.

Office Schedule: The City Hall offices will be open Monday through Thursday 7:30 am to 5:30 pm.



Department Reports: Finance

Dates for the first six budget meetings have been decided. They are May 17th, 20th, 23rd, 28th, 31st, and June 3rd. More meetings may need to be scheduled, we will know by the 23rd and begin advertising in the paper on the 29th. A drafted proposed budget is currently being worked on and will be made available for Council review at the first Budget Meeting.



Department Reports: Public Works

Water numbers sold for April 2024

Treated water produced 3,564,000 Water **red** 2,062,035 Back-washes 84,000 + 20K for leaks

WATER LOSS EST. @ 41 %

Water Treatment plant,

1. Water system tracer study is in progress
2. Monthly state reporting / Testing –completed and all passed.
3. New chlorine pump quote pending
4. Coast Guard Hill Pump Station, Next budget year \$200,000 est.
5. Vista Pump station, New pump next budget year \$12,000 est.

Water distribution leaks repair:

1. Deedy St Pump-Station, will need to be shut down for CCE transformer replacement

Waste Water plant: Op's:

Repairs & maintenance plant / collections.

- Arizona Lift station replacement DEQ required a few changes. We are waiting on updated quotes from Smith and Loveless.
- Waste Water grant funding
- Lift station Pm's

Streets Maintenance

- ODOT to start grinding and repave Thursday May 9th.
- Vista Dr. filled potholes with gravel
- Right away mowing

Parks

- Started mowing and trimming of parks as time allows.

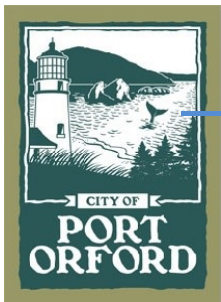
PW Works Equipment PM's

Small equipment PM's.

Truck #30 shifter broke needs to go to Tower Ford.

Vac-con truck maintenance pending quote

				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		2,062,035	2,062,035	678	2,062,035		
Sub Totals for Range 1 -999999999 - 999999999:		2,062,035	2,062,035	678	2,062,035		



Department Reports: Planning

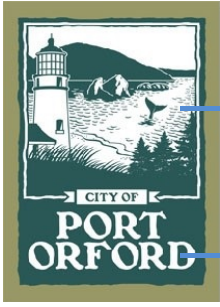
The DLCD grant for housing code revisions and updates is still in progress, we are filing for the second payout this month.

The Date/Time of the Planning Commission meeting changed to the second Monday of each month @ 5:30 pm; the time was moved to increase public participation.

The Dark Sky Brochure Draft was reviewed and approved. The Planning Commission would like to keep them in City Hall and send them out with STR paperwork.

The Planning Commission is currently reviewing the CUP extension limit and procedure to make it more consistent with other municipalities and the County.

There are currently Two vacancies on the Commission.



Liaison Reports

Port: None Submitted

School: Nothing to Report

Fire District: None Submitted

Watershed: Submission error

Parks: None Submitted

TLT: Recommendations in New Business.

Mainstreet: Main Street continues to manage the Visitor Center keeping it open from 10:00 am to 4:00 pm every day except Sunday. Hours are 10:00 am to 1:00 pm on Sunday. Maybe working with Rick Cook on his Jail Museum Project.

The "City Map and Guide" has gone to the printer. There will be 5000 copies that they will distribute.

Working on finding a grant that would pay for blinds for the Visitor Center.

Trail Keepers of Oregon will be working on improving the Fort Point Trail that includes 4th Street. They will be building a staircase for easier access to the City Property.

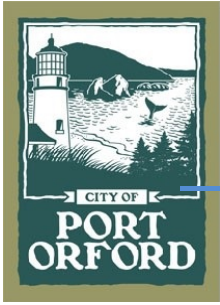
They have spent \$5,200 on Travel Oregon Visitor Guide and Oregon Coast Inspiration Guide ads

They maintain Discover Port Orford website: www.discoverportorford.org that is geared around promoting our town for tourism.

EPC: The Emergency Preparedness Commission reworked the Goals and submitted them for the City Council's approval.

It's working on coordinating emergency efforts with the County. Ashley Thien, the County Emergency Coordinator, will hopefully attend the next Emergency Commission meeting. This will be held on May 23rd at 5:30 in the Council Chambers to answer questions that the Commission put together. The City Council is always welcome to attend the meetings.

Continued work has been done on the Community Emergency Plan. Would the City Council would approve installing the radios in the Public Works Trucks if the Commission finds the money?



7(a) Beacon Broadband Franchise Agreement: Final 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.

Updates: CA Radcliffe has been researching as directed; 5% is the maximum we can get for the fee. The Council needs to decide if they prefer a 5-year, 10-year, or no contract.

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 the 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

Recommended Motions:

- I, Councilor [name], motion to approve the Franchise Agreement with Beacon Broadband with the revision(s) of changing the 10-year term to a 5-year term and (other revisions).
- I, Councilor [name], motion to approve the Franchise Agreement with Beacon Broadband for a 10-year term as presented or with revisions.
- I, Councilor [name], motion to deny the Franchise Agreement with Beacon Broadband.

**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; 16th day of May 2024

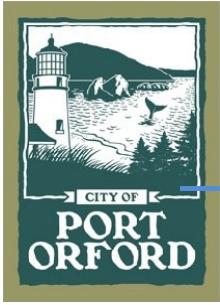
Attest:

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date



7(b) Renewal of Janitorial Agreement: Memo

Issue: The Janitorial Agreement signed with Scotti McLain was set to be renewed on May 1st. It was negotiated and the new terms need to be approved or the contract renewal denied.

Background: After months of not having Janitorial services, 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: The terms that have been tentatively agreed upon are on the next page. The major change is that Buffington Bathrooms have been removed and will be reassigned to the Park Host. Ms. McLain has done a nice job and we would like to keep her services

Fiscal Impact: Employing Ms. McLain costs the city approx. \$25,460 a year (\$2205/month) but allows other city staff to focus on their work.

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

Recommended Motions:

- I, Councilor [name], motion to approve the contract for Janitorial Services with Scotti McLain as proposed.
- I, Councilor [name], motion to not renew the contract with Scotti McLain as written or with any adjustments.

Bid for June2024-July 2025

June 2024-September 2024 (Un)Lock and clean twice a day (2nd time as needed in the afternoon).

October 2024-April 2025 (Un)Lock 2 times a day and clean once.

- Battle Rock Park	2 Restrooms	1 Hour/Day	30 Hours/Month
- 12 th ST Boat Ramp	1 Restroom	30 Min/Day	15 Hours/Month

June 2024-April 2025 Clean once a week

- Visitors Center	30 Min/Visit	2 Hours/Month
- City Hall, Council Chambers	2 Hours/Visit	9 Hours/Month

June 2024-April2025 Clean twice a month

- Police Station	1 Hour/Visit	2Hours/Month
- American Legion	1.5 Hours/Visit	3 Hours/Month
- Community Building	1 Hour/Visit	2 Hours/Month

Total Monthly Hours 63

Per Hour \$ 35

\$2,205.00/Month

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 June 1, 2024, and, unless earlier terminated or renewed as provided herein, shall terminate on May 31, 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 June 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 **\$2205.00** 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 inure 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.
15. 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:
 - i. fails to perform the work required within the times specified or allowed under this contract; or /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.
 - ii. 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.
 - b. 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.

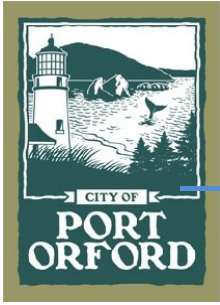
IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

Contractor, Scotti McLain

Date

Pat Cox, Mayor
City of Port Orford

Date



7(C) Renewal of A-Frame Contract with Siskiyou School

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 sewage. The School will 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 2024 but not renewed at that time. There have been no complaints from either party concerning contract fulfillment. When the City Council revisited the contract in April 2024, there were concerns about the cost of utilities and a request to increase the rent price.

Fiscal Impact: Regularly renting the A-frame generated \$120.00 a month (\$1440/year) for the City. Utilities not accounted for in this number. Cost of utilities is as follows: \$84.88- Average Water and Sewer (with all fees included) \$50.96- Average Electricity \$135.84- Monthly Total

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

Recommended Motions:

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

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 COVENANTS 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 31, 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, 2024 and continue through March 31, 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.

9. **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.

17. 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:

18. 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.

19. 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.

20. 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

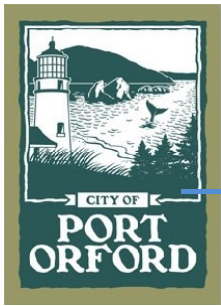
TENANT/LESSEES

City of Port Orford

Sierra Izumida, individually and DBA Siskiyou
Discovery School

Date: _____

Date: _____



8(A) Resolution 2024-04: Adopt a Port Orford Section 3 Plan Memo

In order to proceed with our Community Block Development Grant (CDBG) for the Community Building renovation, the City needs to complete a number of required actions (first-draw requirements) in order to be eligible to draw our awarded funds

(See list below).

One of those requirements is that our City adopt a Section 3 Plan. Section 3 refers to Section 3 of the Fair Housing Act of 1968, which is administered by the U.S. Department of Housing and Urban Development (HUD). It requires that recipients of certain HUD assistance programs, including CDBG grants, to the greatest extent possible, promote training, employment, contracting and other economic opportunities for low- and very low-income persons.

The proposed Section 3 Policy put forth for Council consideration is based on a policy adopted by the City of Elgin, and it has been vetted by Business Oregon. In short, the proposed Policy requires that our contractors—if they make new hires to complete contracted jobs funded by HUD grant monies—will to the greatest extent possible hire qualified, low and very low-income persons.

Administrator Radcliffe and Councilors Vileisis and Rask met with representatives from CCD (Coos, Curry, Douglas Business Development Corporation) and Business Oregon to learn more about the Section 3 policy requirements. CCD has assured us that they will help us to comply with reporting requirements.

“First Draw” Requirements for Community Block Development Grants COMPLETED

9/25/23-Obtain environmental clearance for non construction activities

2/24/24-Adopt and publish a Fair Housing Resolution

2/21/24-Adopt and publish a Nondiscrimination Policy and Grievance procedures

IN PROGRESS

Adopt a Section 3 Plan

Distribute and post Fair Housing Poster and brochures at City Hall/ other public locations; completed May 8th, 2024

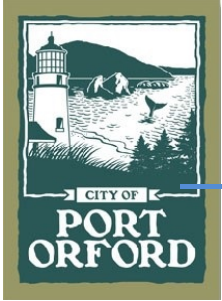
Complete a Self Evaluation Checklist regarding Accessibility of City buildings

Complete a Limited English Proficiency Language Access Plan

PORT ORFORD CBDG grants

Community Building Renovation —awarded
Raw Water Storage Tank—applied for

The good news is that, if we are awarded the second CBDG grant, all the actions that we are taking now for the first one will meet the requirements for the second one.



8(A) Resolution 2024-04: Adopt a Port Orford Section 3 Plan

A RESOLUTION TO ADOPT A PORT ORFORD SECTION 3 PLAN TO COMPLY WITH 24 CFR, PART 75 OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds, and

WHEREAS, Part 75 of Section 3 is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met; and

WHEREAS, the City of Port Orford has developed a Section 3 Plan in adherence to 24 CFR, Part 75 that more comprehensively addresses the standards and procedures prescribed in the Act.

WHEREAS, the Section 3 Plan as been reviewed by City of Port Orford senior staff and their comments incorporated into the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City of Port Orford to adopt and implement the Section 3 Plan to ensure compliance with Federal Law and to designate **City Administrator Melissa Radcliffe** as the Section 3 Coordinator for the City.

APPROVED AND ADOPTED this ____ day of _____

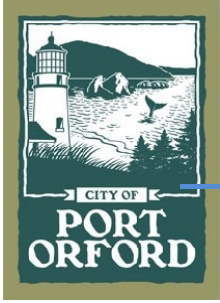
Attest:

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date



8(B) Recognizing Public Works Employee Week

Background: The City of Port Orford does not currently recognize National Public Works Week and considering the significant work done and sacrifices made by our Public Works Employees, it would be appropriate to show appreciation for everything they do for the City.

PROCLAMATION

National Public Works Week

May 19-25, 2024

"Advancing Quality of Life for All"

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of The City of Port Orford, Oregon; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are dedicated engineers, managers, treatment plant operators and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water and wastewater treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in The City of Port Orford to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Mayor Pat Cox, do hereby designate the week May 19—25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand, DONE at the City of Port Orford,
Oregon this 19th day of May 2024.

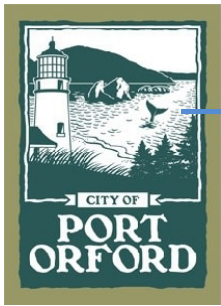
Attest:

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date



8(C) TLT Grant Recommendations

Issue: Every year the City awards grants to promote tourism to the City which need to be approved by the City Council.

Background: The TLT committee met on May 9th, 2024 to discuss the grant applications and decide which ones to recommend for approval. Approval amounts are listed below and applications will be passed out prior to discussion.

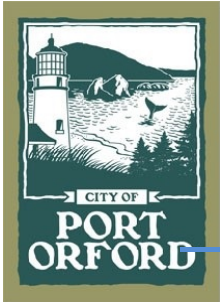
Facts: Below is a list of applicant projects, how much they requested, and how much the committee is recommending to award.

- Community Bulletin Board @ Ray's: Requested \$627.14; Recommended award \$627.14
- Port Orford Town Guide + Map: Requested \$1,000; Recommended award \$1,000
- "Corrections" Newspaper: Requested \$1,000; Recommended award \$1,000
- Port Orford Second Saturday: Requested \$1,000; Recommended award \$1,000
- Curry County Aquatic Safety Program: Requested \$10,000; Recommended award \$0
- Sea Wolf Books: Native Plant Garden: Requested \$1,000; Recommended award \$1,000
- Mr. Eds. Landscaping & Fence: Requested \$3,500; Recommended award \$2,000

Fiscal Impact: The money to be awarded is already set aside as per our Municipal Code and is seen as an investment into the community to generate tourism revenue. Total recommended awards: 5627.14.

Motions:

- I, Councilor [name], motion to approve the TLT grant awards as recommended by the TLT committee.
- I, Councilor [name], motion to approve the TLT grant awards with the following modifications: (list modifications).
- I, Councilor [name], motion to not approve any TLT grants for the year.



12 Executive Session under ORS 192.660

(2)(a): To consider the employment of a public officer, employee, staff member, or individual agent.

To consider a City Attorney Services contract with Oregon Local Government Law Group