

CITY OF PORT ORFORD
REGULAR SESSION OF THE COMMON COUNCIL
Thursday, August 15th, 2024, at 5:30 P.M.

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

<https://meet.goto.com/887278861>

You can also dial in using your phone.

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

United States: 1 (646) 749-3129

Access Code: 887-287-861

AGENDA

- 1. Call to Order/Roll Call/ Pledge of Allegiance**
- 2. Additions to the Agenda**
- 3. Presentations to the Council: None**
- 4. Consent Calendar (pg.)**
 - a. Minutes July 18th, 2024 - Tentative (pg. 3 + Attachments)**
 - b. Proclamation: Joyce Mueller Day**
 - c. Right of Way Permits**
- 5. Citizen's Concerns (On agenda items only – 3 minute time limit)**
- 6. Public Hearing: None**
- 7. Departmental Reports (pg. 4-7)**
 - a. Administration (pg. 4-5)**
 - b. Finance (pg. 5 + Attachments)**
 - c. Public Works**
 - d. Police**
 - e. Planning (pg. 5)**
 - f. Mayor's Report**
 - g. Liaison (pg. 6-8)**
 - 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**

- 8. Old Business (pg. 9-11)**
 - a. Irrigation Meter Policy**
- 9. New Business (pg. 12-29)**
 - a. ERPD items discussion (pg. 12-16)**
 - i. Findings**
 - ii. Cost to the City**
 - iii. MOU**
 - iv. Proposal for Water Recycling Funds**
 - b. Fire Department Contract Addendum (pg. 17-25)**
 - c. City Facility ADA Compliance Discussion (pg. 26-27)**
 - d. Vacation of Right of Way discussion (pg. 28-29)**
- 10. Continuing Action Items**
 - a. None**
- 11. Considerations**
 - a. Citizens**
 - b. Councilors**
- 12. Adjourn**

Consent Calendar Items

4(a) Minutes July 18th, 2024

These will be made available online on Monday 8/12/2024 as an attachment under the main packet. They are included on the following pages in the Councilor binders.

4(b) Proclamation of Joyce Mueller Day

Documentation of this topic is available online as attachments under the main packet and provided on the following pages for the councilor binders.

4(c) Right of Way Permits: (1) 16th St Clearing & (2) Sudden Oak Death

Copies of these permits are available online as attachments under the main packet and provided on the following pages for the councilor binders.

Department Reports: Administration

New Business

Personnel

We have an opening for a Wastewater Treatment Plant Operator. We currently have a certified operator oversee our operations to maintain compliance. If you have the proper credentials, please visit portorford.org to apply.

CCEC Meeting

Next week, Counselor Burns and I plan to attend a meeting regarding Coos-Curry Electric Cooperative, Inc.'s (CCEC) Public Safety Power Shutoff (PSPS) plan.

The content is, "To prioritize community safety, CCEC may temporarily shut off power during extreme weather conditions to prevent our electric system from becoming a potential ignition source.

The meeting will cover CCEC's operational plan and strategies for effective communication with our community partners and members during these events."

Future Plans/ Continuing Business

Elections

The City of Port Orford is announcing that one Mayor position and three City Council positions will become vacant on December 31st, 2024. All City Councilor positions are for a four-year term. These positions will go to the voters for election on the November 5th, 2024 ballot.

Persons interested in filing for any of these positions may pick up information at Port Orford City Hall.

Candidates will need 25 signatures per the City Charter. This was verified through the Curry County Clerk.

The deadline for filing is Tuesday, August 27th, 2024, 3:30 p.m. at 555 W. 20th Street, Port Orford, OR.

To qualify for the City Council position, the applicant must be a qualified elector within the meaning of the state Constitution and must have been a resident of the City of Port Orford during the six months immediately preceding the election.

Emails

The .gov transition is in process. Everything has been submitted and now I'm waiting to hear if our domain name is approved. Our new domain name will likely be @portorfordor.gov. Once we are official, I will continue to work with Comp-U-Talk to move our emails to Microsoft 365.

Short-Term Rental (STR) Ordinance

The applications will go out this month. We have worked with Greg Thellen of the Planning Commission, who did the research and leg-work, to roll out this program. Please call the office if you have questions about the process.

Department Reports: Finance

This report is available online as attachments under the main packet and provided on the following pages for the Councilor binders.

Department Reports: Public Works

Will be given verbally or handed out at the meeting.

Department Reports: Planning

The DLCD grant for housing code revisions and updates is still in progress. There will need to be a joint workshop between the City Council and the Planning Commission before the end of the year.

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

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

More information may be given verbally at the meeting due to this months scheduling.

Liaison Reports

Port: None Submitted

School: Nothing to Report

Fire District: Chief report for July 2024

C= City R=Rural 0=Outside of District Mp= Milepost

Volunteers : 11

Calls: 26

7/1 13 Th Street Illegal burn C
 7/5 19Th Street Medical Assist C
 7/6 Mile Post 294 Hwy 101 0
 7/8 Hensley Hill Rd Medical Assist R
 7/9 Hensley Hill Rd Medical Assist R
 7/9 Madrona Ave Medical Assist C
 7/9 Hwy 101 Mp 303 Phone alert crash O
 7/11 Lakeshore Drive Medical Assist C
 7/13 19Th Street Medical Assist C
 7/13 19Th Street Fully involved house fire C
 7/13 Hwy 101 Mp 298 Car crash fully involved vehicle R
 7/14 Hwy 101 Mp 298 Extricate victims R
 7/17 Hwy 101 Mp 297 Car crash R
 7/20 Hwy 101 Mp 299 Medical Assist R
 7/20 Battle Rock Beach Medical Assist C
 7/21 Fir Rd Medical Assist stood down R
 7/21 11Th Street Medical Assist C
 7/22 Idaho Street Fully involved structure fire C
 7/22 Idaho Street Rekindle of structure fire C
 7/22 Idaho Street Rekindle of structure fire C
 7/22 Hwy 101 Mp 299 Car crash R
 7/24 Hwy 101 Mp 299 Truck Camper flipped R
 7/26 Hwy 101 Mp 306 Medical Assist O
 7/28 Dock Beach Unattended camp fire C
 7/29 10Th Street Car crash C
 7/31 Doug Johnson Lane Medical Assist C

Equipment Pumper 6708 has developed a leak on a valve so we are trying to find a mechanic to work on it. Tender 6716 had a flat tire and is all repaired now.

Watershed: Submitted by Councilor Ann Vileisis, August 2024

Mayor Cox has signed the final loan agreement for our State Revolving Fund 100% forgivable planning loan for up to \$100,000 to complete planning to remove the failing culvert complex

upstream of our drinking water reservoir. The only thing we need to proceed is a final lawyer letter. Our project leader Erin Minster with the Curry Soil and Water Conservation District has coordinated with Marlin at Civil West to help with engineering for this project—and he has already submitted a scope of work proposal that I will plan to bring to Council for consideration (and hopefully approval) as soon as we are 100% secure with access to funding. Erin will be ready to work on her parts of this project in the fall.

Regarding the matter of finding funds to pay for the dredging our reservoir, Administrator Radcliffe and I met with Tawni Bean at Business Oregon to discuss possible funding sources. We are waiting to hear back from her about some possibilities.

Regarding the CDBG grant for the new raw water storage tank, I will attend a kick off meeting with Business Oregon, with Administrator Radcliffe and Lehi at CCD on August 14. After that, we should be in the position to access monies and begin the engineering and planning for that project.

Regarding the Port Orford Watershed Council, the big news is that Linda Tarr will be stepping down as the Chair. We owe her a debt of gratitude for a lot of great volunteer work over the past several years, especially in figuring out how to purchase our watershed lands and protect water quality but also in removing gorse and monitoring water quality. Meg Humphrey will take on the role of chair, and so I welcome her and appreciate her leadership for our community. Mari Lochaus will continue as Vice Chair, Kim Foster will serve as Secretary, and John Leuthe and Phyllis Johns—longstanding members—will continue in their roles as at large members.

Parks: None Submitted

TLT: None Submitted

Main Street: The Visitor Center has had up to 94 people per day. It's getting great reviews. The dangerous glass door was removed. Public Works is planning on replacing it before the Winter rains to protect the front door created by Al Morse. Main Street received a grant from Travel Southern Oregon Coast to install traffic counters at the Visitor Center parking lot. They have been ordered and should be installed soon. This data will help with future grants.

Susan Russell purchased replacement glass for several failed windows at the Visitor Center and Cody Patterson volunteered to install them.

Work continues on the Discover Port Orford website. Kim Foster is developing itineraries for travelers.

EPC: We're working on communications options. Hoping to get a radio from Public Works to start working on a base station in City Hall. Once this is installed, Melissa will be able to communicate with our Police and Fire Departments and other agencies. We'll try to get the radios installed in the Public Works trucks so that they could be used if we lost the electric grid for any reason. We'll be working on fundraisers to raise funds to get the radios installed. We've started a list of anyone we would want to contact in an emergency and how we would contact them. We're looking into what is involved in securing a satellite dish for emergency communications. Commissioner Miller was explaining how vulnerable the internet is. It seems that so much of our communications is dependent on it.

The EPC, Emergency Preparedness Commission will be at the Home Town Heros Fair and 5K race promoting folks getting their Go Bags ready and will be handing out Emergency Preparedness flyers helping folks prepare their households for emergency events.

Jeff Hughes was hired as the new County Emergency Coordinator. He starts on the 12th. Once he gets settled in we will be meeting with him to start coordinating with the County.

We will be meeting with Coos County Emergency to see if there are ways that we can coordinate with them. We will see the kinds of things they have been working on.

We'll be meeting with Aaron Miller to see about teaching an Emergency Preparation class at the High School. Then hoping that we can organize the High School students to come to Driftwood Elementary and teaching the elementary students. Hoping to motivate the students to get their parents to prepare for possible emergencies.

8(a) Ordinance 2024-02 Garden Meter Policy

Background: The City has been offering Garden Meters without having a policy backed by the Municipal Code. This has caused confusion among staff and citizens stemming from a lack of clarity on the process and requirements to receive credit. The City Council Previously directed staff to draft a policy to be adopted. At the June 20th, 2024 City Council meeting; the City Council requested the total number of meters, the number that regularly report, and the average credit amount. This information has now being provided below.

Total number of meters: 204

Number that regularly report: 43

Average credit given (for 23-24): \$51.82

Multi-year Credit average (sample size six): \$228.40

Overall average: \$76.46

Currently credited as sewer credits.

Rationale: This has been a popular program but has never been properly defined in Port Orford City Policy. The metering of water for garden use is intended to accurately reflect the amount of water entering the sewer system. The parameters are set to allow citizens to water their gardens without being charged for sewer use on that water. The difference between the standard water meter and the garden meter will be credited to the customer's sewer bill.

Recommended Motions:

- I, Councilor [name], motion to approve Ordinance 2024-01 as written.
- I, Councilor [name], motion to approve Ordinance 2024-01 with the following amendments....
- I, Councilor [name], motion to deny Ordinance 2024-01

8(a) Ordinance 2024-02: Garden Meter Policy

AN ORDINANCE TO AMEND CHAPTER 13 OF THE PORT ORFORD MUNICIPAL CODE TO INCLUDE: USE OF GARDEN METERS WITHIN THE CITY OF PORT ORFORD

WHEREAS, The City of Port Orford has been offering Garden Meter credits without policy based on the Municipal Code, and

WHEREAS, There has been confusion about the process and responsibilities of receiving credit; and

WHEREAS, It has been determined that a policy based on the Municipal code would resolve the issue.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City of Port Orford to adopt the following as Chapter 13.16.120 Use of Garden Water Meters Within the City of Port Orford.

13.16.120 Use of irrigation water meters within the City of Port Orford

- A. Residential water users may use a city-provided meter to track water used for garden irrigation during the period from May to October.
- B. Users must turn in their self-reported meter reading by November 30th of the current year to request credit for unused sewer service. Reimbursement from previous calendar years will not be eligible to receive credit.
- C. Users must make their meter available for city inspection.
- D. **For meters buried as part of an underground irrigation system, users must comply with S 13.16.040 to prevent backflow.**

~~E. § 13.16.040 Backflow prevention assembly requirements.~~

~~A. Any mobile unit or apparatus which uses City of Port Orford water or water from any premises within the district's system shall first notify the City of Port Orford Common Council and comply with all cross-connection control policies.
(Ord. 97-11 § 1.04, 1997)~~

Attest – first reading:

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date

Attest – second reading: APPROVED AND ADOPTED this __ day of _____.

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date

9(a) ERPD Discussion items MEMO

Background: There was a Work Session with Elk River Property Development (ERPD) held in Council Chambers on August 8th, 2024, and several points of discussion were identified as needing actions taken by the Council at this month's meeting. They are as follows:

- Findings: Mr. Bill Kloos Esq. submitted draft findings for the extension hearing held on July 18th, 2024. The Council did not approve them partially or in full at that meeting, citing the necessity of legal review. At the August 8th Work Session, the Council discussed revisions they would like to make but were unable to direct staff at that Session. The draft Findings are included on the following pages.
- Cost to the City: During the Work Session, the Council reached a consensus that the costs incurred by the City should be covered by ERPD. Language covering this point does not explicitly exist in the proposed agreement. Council expressed a desire to revisit this point and get specific language for a proposed Memorandum Of Understanding (MOU).
- MOU: During the Work Session, the City's Legal Counsel, Lori Cooper Esq. stated that the first step to this process should be drafting a general MOU that covers the key points of what the Council expects from agreements. Specific language would follow in subsequent agreements.
- Proposal for Water Recycling Funds: During the Work Session, ERPD engineer Aaron Speakman made it clear that the \$750,000 of lottery money allocated by the state can be used on any project that improves the City's ability to provide recycled wastewater. There are numerous projects the City can do to prepare for recycling wastewater in our existing wastewater treatment plant. Council President Ann Vileisis has compiled a project proposal list. The proposal is included on the following pages along with additional background.

9(a) *ERPD Draft Findings*

CITY OF PORT ORFORD

City Council Decision, Order, and Findings 2024 Extension of CUP 16-02 and 16-03

Findings:

1. This Order resolves and approves the 2024 application for a one-year extension of the approvals above related to land applying treated city wastewater on an approved golf course that is under construction. The Commission denied the 2024 request for this extension.
2. On January 10, 2023, the Port Orford Planning Commission approved a one-year extension of two CUPs authorizing pipelines to transport recycled water from the city's wastewater treatment plant to a planned golf course. The golf course was approved by the County; LUBA has found that the right to complete the golf course has vested.
3. The original approvals by the City Council were dated June 16, 2017. Successive one-year extensions have been approved by the City in subsequent years. The third approval, filed in 2020, was appealed to the Land Use Board of Appeals, which affirmed the extension decision and, more importantly, confirmed that under the city code these CUPs may be extended one year at time without limitation on the number of extensions. See *Suess v. City of Port Orford*, __ Or LUBA __ (No. 2020-076, Jan. 22, 2021).
4. The extension approved by the Planning Commission on January 10, 2023, was appealed to the City Council by Penny Suess.
5. An appeal hearing before the City Council was properly noticed, assuming it is a land use decision of the City. The City Council voted to approve the extension in it shearing on April 20, 2023. However, the Order approving the 2023 extension was not signed until March 8, 2024 due to oversight.
6. The Applicant filed for this 2024 extension on January 3, 2024. At the request of the applicant, processing of that application was held in abeyance by the City until the City issued a signed order for the 2023 extension application. The 2024 extension application was then heard by the Planning Commission.
7. Under the code provisions that apply to this extension, the issue of whether to grant any particular one-year extension is completely within the discretion of the City. As explained in the LUBA decision, the code includes standards for determining when a project has started and thus no further extensions are needed. However, it does not state mandatory standards for an extension of time to start a project.

8. Construction has not started on the pipeline project as of this date. Therefore, the 2024 extension is needed in order to keep the original CUP approvals active.
9. Based on developments to date, the City and the applicant expect that when the applicant's golf course north of the City is constructed, it will use the city's treated effluent for irrigation, and the irrigation water will be conveyed from the city treatment facility to the golf course via the pipeline approved by the City in these CUPs. The County has also approved a pipeline location on county land.
10. The original CUP approval at issue here includes Condition N, which requires DEQ permitting prior to the start of construction. Condition N says: "No work may commence in any way on any of the pipeline and pump station until all local, County and State permits are in hand."
11. DEQ approval is still needed. The applicant has an active application before the DEQ. The DEQ is working with the applicant to finalize the exact footprint of the golf course lagoon size and location as well as the equipment package to be used to both deliver the effluent water to the lagoon and the equipment package to distribute that water. Once those plans are finalized the DEQ can conduct its health and safety review.
12. The applicant in January 2024 forwarded a draft contract to the City formalizing the arrangement for the City to provide treated wastewater to the applicant for land application. That agreement is also needed for the DEQ to complete its review. The City, due primarily to staffing issues, has not reviewed that proposed contract.
13. The Planning Commission voted to deny the extension request by decision dated June 18, 2024. Following a timely appeal, and following a public hearing on the applicant's appeal, the Council hereby approves the requested 2024 extension.

Conclusion and Order:

Based on all of the above, the City Council concludes that another one-year extension of the CUP is warranted and is in the interest of the City.

The appeal is upheld; the decision of the Planning Commission is reversed.

The one-year extension is approved, and the term of this extension runs from June 16, 2023, which is the anniversary of the original permit issued on June 16, 2017.

Signed this ____ day of July, 2024.

Pat Cox, Mayor
City of Port Orford, Curry County

Joseph Harrison, City Recorder
City of Port Orford, Curry County

9(a) ERPD Water Recycling Proposal

Background

To be able to tap the \$750,000 legislative allocation secured for us by Senator David Brock Smith, we have to submit a plan (with cost estimates) to Business Oregon.

We have been told that the money needs to be spent on city-owned land, on city owned infrastructure and must follow the bill language, which refers specifically to “Port Orford Water Recycling.” The City is seeking confirmation of these details in writing.

At the recent work session, it became clear that a possible path to move forward would be to spend the funds in a way that prepares us to accommodate water recycling, by addressing key issues at our Waste Water Treatment Plant (WWTP) while also including consideration of a secondary outfall.

The proposal put forward reflects the goal of using funding to benefit the citizens of Port Orford while also following through on the legislative intent of improving water recycling opportunities for our City.

Proposal for Port Orford Water Recycling Funds

Water recycling can help our community. The \$750,000 allocation that Senator David Brock Smith secured for us last legislative session can help us to move forward with unlocking the potential benefits of water recycling for our city.

The first step is a Feasibility and Cost Study.

Additional funding could be used to prepare our Waste Water Treatment Plant (WWTP) for potential future water recycling uses. These may include return-to-WWTP capability, secondary outfall, and recycled water supply for fire protection, boat washing, and other uses for which we must now use treated water.

Proposed Work Plan

- 1) Feasibility and Cost Study for potential uses of recycled water, including return to plant capacity, secondary outfall, recycled water supply for back up fire safety supply, boat washing, and possible other uses.
- 2) Upgrade return-to-plant capability (this means the WWTP could use recycled water instead of treated water for its operations)
- 3) Upgrade UV filtration system to ensure we can reliably meet water quality requirements for any future recycled water use
- 4) Other needed electrical upgrades

- 5) T-joint and meter for hook in for potential future recycled water uses
- 6) Legal and engineering consultation for potential secondary outfall agreement

The Feasibility and Cost Study might identify other needs that must be addressed.

Using recycled water for a back up water supply for fire protection, boat washing, or other uses may entail a storage tank and stand pipe for access.

The first step to proceeding with this proposal would be to ask Civil West to prepare a scope of work/budget that could inform the proposal we need to submit to Business Oregon to tap the allocated funds.

9(b) Fire Department Contract Addendum

MEMO

Background: The Port Orford Rural Protection Fire District has submitted an addendum to the Inter-Governmental Agreement (IGA) from 2021 to reduce confusion in the language of the contract. The following pages have the original contract redlined to include the proposed changes and the proposal submitted by Mari Lochhaas on May 22nd, 2024. The third item in the proposal is not redlined in the contract due to its nature.

9(b) Fire Department Contract

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORT ORFORD AND THE PORT ORFORD RURAL FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, by and between the City of Port Orford, hereinafter referred to as the “City” and the Port Orford Rural Fire Protection District, hereinafter referred to as the “District”, is made and entered into, effective the date of the last signature, for the purpose of providing unified fire protection.

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into written agreements with other units of local government for the performance of any or all of the functions and activities of a party to the agreement including the consolidation of departments; and

WHEREAS, Oregon Public Entities are protected under Oregon Tort 30.260-30.300 and this IGA is subordinate to that and all other Oregon Law, and

WHEREAS, both the City and the District have reviewed the costs and benefits of a combined Fire Department, and have determined that a combined Fire Department would provide more efficient fire protection service at either no increase in cost to the taxpayers or at a possible savings.

AGREEMENT

NOW, THEREFORE, in consideration of each party’s performance of the terms, conditions, and covenants herein, the City and the District agree as follows:

SECTION 1 – PURPOSE

- 1.1 The purpose of this Agreement is to provide the citizens of the City of Port Orford and the Port Orford Rural Fire Protection District with the highest level of fire protection in the most efficient and cost-effective manner possible.

- 1.2 Recognizing the purpose and spirit with which this Agreement is entered into, the City and the District agree to consult, cooperate, meet and work together in resolving, to the mutual satisfactions of both parties, any questions or problems which may hereafter arise in connection with performance under this Agreement.

SECTION 2 – TERM

The initial term of the Agreement shall be from the date it is entered into until June 30, 2021. Thereafter, starting on July 1, 2021, it shall be automatically renewed for subsequent two (2) year terms, but either party may unilaterally terminate, for any reason whatsoever, by giving the other party written notice at least six (6) months in advance of the natural termination date. The parties are encouraged, but not required, to communicate an interest in re-negotiating terms, payment schedules, and the like prior to resorting to the declaration of intent to terminate, as provided in Section 11.

SECTION 3 – FIRE PROTECTION SERVICES TO BE PROVIDED BY THE DISTRICT

- 3.1 The District will use its best effort subject to its limited resources to provide fire protection services to all properties within the City limits of Port Orford in the same manner and equal priority as provided to properties within District limits. Those fire protection services shall be provided at a level which will maintain and seek to improve the existing ISO rating for properties within the City limits.
- 3.2 In compliance with and support of the Oregon State Fire Marshal’s Office and County building officials, the District shall review proposed City rules and regulations related to fire protection and shall have all of the powers of the City with regard to the enforcement of the Fire Code and other fire protections rules and regulations, the enforcement of which would normally rest with the ‘Fire Chief’ or ‘Fire Department’.
- 3.3 The District and City Administrator shall be responsible for preparing, maintaining, and submitting for City approval an Operational Plan for the provision of the required services, to which the plan may be modified from time to time as may be needed, upon mutual agreement of the City Council and the District Board.
- 3.4 Except as otherwise specified herein, the District shall be responsible for paying for all cost of fire service pursuant to this agreement, including insurance, equipment, personnel, operation and maintenance, subject to Oregon Tort discretionary immunity protection.

SECTION 4 – BURN PERMITS

- 4.1 The District shall be responsible for setting standards and overall regulations governing burn permits for open burning within the City limits, and for determining those periods when such burning will not be permitted.

- 4.2 Issuing burn permits and setting and collecting fees shall be the responsibility of the City.

SECTION 5 – EMERGENCY RESPONSE TEAM PARTICIPATION

The District Fire Chief and Fire Department personnel will function as members of the City's Emergency Response Team, as specified in applicable City emergency response ordinances, regulations and guidelines. Accordingly, the District Fire Chief and appropriate Fire Department personnel will also participate in all Emergency Response Team training exercises.

SECTION 6 – PAYMENT FOR SERVICES

- 6.1 For the first year of this Agreement, in consideration for providing the fire protection services as specified herein, the City shall pay to the District thirty-five thousand seven hundred seventy-six dollars (\$35,776.00) payable on or before December 31, 2020.
- 6.2 Beginning July 1, 2021, in consideration for providing the fire protection as specified, herein, the City shall pay to the District \$0.52 / \$1,000 of assessed value. For Fiscal Year 2022, the contract rate will increase \$0.055 for a combined amount of \$0.575 / \$1,000 of the City's assessed value. Additionally, for Fiscal Year 2023, the contract amount will increase another \$0.075 for a final contract rate of \$0.65 / \$1,000 of the City's assessed value for the previous fiscal year. ~~most current assessed value as provided by the Curry County Tax Assessor.~~ The assessed value will be provided by the Curry County Tax Assessor. Those increases are as follows:

2021	\$0.52
2022	\$0.575
2023	\$0.65

All annual payments are payable on or before December 31st of each year, and shall be net of annual Rental Expense.

- 6.3 Thereafter the contract amount for fire protection will be adjusted each succeeding year by the most recent assessed value of the City as provided by the Curry County Tax Assessor.
- 6.4 If the annual payment is not paid promptly when due, the District may terminate this agreement and its duties and obligations upon thirty (30) days written notice thereof to the City.

SECTION 7 – CITY EQUIPMENT, BUILDINGS AND FACILITIES

- 7.1 The City may, at its option require that the District maintain a fire station at the existing facility adjacent to City Hall. The City shall be responsible for major maintenance items including, building exterior, exterior painting, fire bay doors, roofing, plumbing system

and electrical system. The District shall be responsible for payment of all other expenses and for normal interior cleaning and repairs for damages caused by its own actions. The City may require that the existing fire station or offices in City Hall be vacated upon six (6) months advance notice to the District. In the event the City requires the District to vacate the facility, it shall be cleaned by the District and returned to the City in as good as conditions as received, normal wear and tear excepted.

- 7.2 The District is responsible for cleaning all interior and exterior areas of the premises that they are renting, including but not limited to equipment bays, storage, office areas, kitchen, bathrooms, outdoor walkways, and parking lot. The District must remove any collected trash and food waste from the premises at least once a week. To facilitate waste removal, the City will provide trash collection. The exterior areas are to be kept clean and not used for storage. Whenever the City notices that clutter is beginning to accumulate, the City will notify the District that the premises need to be cleaned and the accumulated clutter must be removed within fourteen (14) days or the City will remove the clutter at the District's expense.
- 7.3 Beginning July 1, 2021 the District agrees to pay rent for the use of the Fire Hall section of the City Hall in addition to the cost of utilities as outlined in attachment A
- 7.4 The cost of electricity will be cost allocated based upon the square footage of City Hall that is occupied by the District. Water and wastewater will be based upon the actual cost for the base rate for each one. The cost of telephone service will be based upon the actual cost of one extension of the City's telephone system. These costs are listed in detail in attachment A
- 7.5 ~~Electrical and~~ **Rent** will be adjusted annually using the most current index published by the Bureau of Labor for the western region known as the CPI-west. Water and wastewater increases will follow the City's base rate increases. **Electrical rate will be based on on rate increases by Coos-Curry Electric Co-Op.** ~~These increases will be provided to the District in March of each year.~~ No increase will be imposed if the District is not notified in time to formulate the District's budget.
- 7.6 The District will pay for any water that has been treated by the City which is used for anything other than fighting fires or for training. The District will establish an account with the City before using such water and will report monthly to the City the amount of said water used.
- 7.7 The City shall be responsible for maintenance and repair of its water system, water lines and fire hydrants, and for providing water through the system for the purposes of firefighting, flow testing, flushing hydrants, and fire training.

SECTION 8 – REVIEW AND EVALUATION

In order to assist the City in reviewing and evaluating the effectiveness of this agreement and the performance of the District under this Agreement:

- 8.1 The District Fire Chief and the City Administrator or liaison shall meet at least Bi-annually to review the fire service operations under this Agreement und the District Operating Plan referred to in SECTION 3.
- 8.2 The District shall on a monthly basis provide the City Council with monthly response and activity summaries for all areas within the City limits. On request, the District Fire Chief or appropriate designee shall be available to brief the City Council and staff within twenty-four (24) hours of any major fire, Haz-Mat operation, accident, or other major incident occurring within the City limits involving the Fire Department.
- 8.3 The City and the District will meet to reevaluate this contract and the costs associated with it every five (5) years.

SECTION 9 – LIABILITY

- 9.1 The parties shall mutually hold each other harmless and indemnify and defend each other from any and all claims, costs and damages (including reasonable attorneys’ fees) to the extent arising out of or related to that party’s breach of contract. Both parties shall maintain a minimum of one million dollars (\$1,000,000) general liability insurance naming the other as an ‘additional insured’ party on its liability insurance policy and shall provide the other party with certificates evidencing such coverage.

9.2 ANNEXATION OF DISTRICT PROPERTY

The City will notify the District Board Chairman of any annexations out of the District and into the City.

SECTION 10 – MATERIAL BREACH

- 10.1 A party may terminate this agreement if one party has materially breached the agreement and the breaching party has not cured the breach within a reasonable amount of time following delivery of a written notice specifying the nature of the breach and the actions required or surmised to cure. The following remedies are available to the parties;
 - (a.) Request a meeting between the City Council and the District Board to discuss and attempt to resolve the dispute. Such a meeting shall be scheduled at the convenience of the City Council and District Board, but in no event later than thirty (30) days following that request.
 - (b.)Request an arbitration of any dispute pursuant to ORS 190.710 to 190.800

- (c.) Bring an action in the Curry County Court to enforce any provision of this Agreement.
- (d.) Declare this Agreement to be terminated at which time the provisions of SECTION 11 shall be complied with.
- (e.) Each of the described remedies is to be deemed cumulative and non-exclusive of any other remedy.

SECTION 11 – TERMINATION

- 11.1 This Agreement may be terminated by either party for material breach in accordance with the provisions of SECTION 10.
- 11.2 This agreement may also be terminated, without material breach, as provided in Section 2, or as the parties may mutually consent.
- 11.3 Upon termination, including expiration of this Agreement, the following shall apply;
 - (a) An accounting with regard to fees paid or owing shall be provided by the District within thirty (30) days of the effective date of terminations. The sums referred to in SECTION 6 shall be prorated. Any overpayments made by the City to the District shall be paid back to the City within fifteen (15) days of the accounting date and any amounts owed by the City to the District shall be paid to the District within fifteen (15) days of the accounting date.
 - (b) In the event the parties disagree as to property ownership or the accounting, the following remedies are available to the parties:
 - (c) Request a meeting between the City Council and the District Board to discuss and attempt to resolve the dispute. Such meeting shall be scheduled at the convenience of the City Council and District Board, but in no event later than thirty (30) days following the request.
 - (d) Request arbitration of any dispute pursuant to ORS 190.710 to 190.800
 - (e) Bring an action in the Curry County Court to resolve the dispute.
- 11.4 Each of the described remedies is to be deemed cumulative and non-exclusive of any other remedy.

SECTION 12 – NOTICES

Any notice required or allowed to be given by this Agreement shall be given by the United

States Mail, first class, postage pre-paid, addressed as follows;

TO THE CITY

City Administrator
City of Port Orford
P.O. Box 310
Port Orford, OR 97465

TO THE DISTRICT

Board Chair
Port Orford Rural Fire Protection District
P.O. Box 363
Port Orford, OR 97465

Said notice shall be deemed received three (3) days after said mailing. If the address of either party changes, notice of the change of address shall be given to the other party in writing in the manner described above.

SECTION 13 – ATTORNEY FEES

Should either party be required to apply to any arbitration panel, or to any court for enforcement of any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred therein, whether or not on appeal.

SECTION 14 – ENTIRE AGREEMENT

This written Agreement is the entire agreement of the parties hereto, and contains all of the terms and conditions of the agreement between the parties. All prior agreements or understandings, whether written or verbal, are superseded by this Agreement and shall be of no force or effect as of the date this Agreement is entered into.

APPROVALS

This Agreement approved and entered into as of the effective date first written above, by the Mayor and City Council of the City of Port Orford and the Port Orford Rural Fire Protection District Board.

FOR THE CITY OF PORT ORFORD:

FOR THE PORT ORFORD RURAL
FIRE PROTECTION DISTRICT:

Mayor, Pat Cox
Date

Board Chair, Gary Anderson Date

City Administrator, David Johnson Date

Board Secretary
Date

ATTACHMENT A

Rent \$0.63 per sq. ft. Currently the Fire Department occupies 3,349 sq. ft. The following is a breakdown of that total combined square footage:

Old ambulance bay	812 sq. ft.
Fire Hall	<u>2,537 sq. ft.</u>
	3,349 sq. ft.

Electricity costs are allocated based upon the percentage of City Hall that the Fire Department occupies. The total square footage of City Hall is 10,890 sq. ft. The 3,349 sq. ft. that the Fire Department occupies is 30.75% of the total 10,890 sq. ft. of City Hall.

Water and sewer is based on the current base rate for water and sewer.

			Fire Dept. share of costs
			Annual Cost
Total square footage of City Hall	10,890		
Total square footage used by Fire Dept.	3,349	30.75%	
Annual rent per square foot	\$0.63		\$25,318.44
Annual Electricity cost for City Hall \$12,793.56	30.75%		\$ 3,934.00
City Water and Wastewater (\$38.12 + \$42.10 = \$78.22)	\$78.22		\$ 938.64
Telephone Service	\$28.10		<u>\$ 337.20</u>
Total Annual Cost			\$30,528.28

9(b) Fire Department Contract Addendum

22 May 2024

Port Orford Rural Fire District

City of Port Orford

P.O. Box 310

Port Orford, OR

Re: Proposed addendum to the IGA between the City of Port Orford and PORFD

Below are the elements for consideration as contract changes, as approved by PORFD board on May 16.

1. In section 6.2, the fourth sentence will read "Thereafter the contract rate will be \$0.65/\$1000 of the City's assessed value for the previous fiscal year. The assessed value will be provided by Curry County tax assessor."
2. In section 7.5, the words "Electrical and" will be eliminated. The third sentence will read "Electrical rate will be based only on rate increases by Coos-Curry Electric Co-op."
3. In section 7.5, the annual CPI increase on rent of the City Fire Hall will end this fiscal year, to be renegotiated at the next contract renewal in 2025.

We hope this wording will eliminate confusion. These changes would take effect on 1 July 2024 for the 2024-25 fiscal year. Thank you for your assistance.

Mari Lochhaas, Board Chair

PORFD Board

9(c) City Facility ADA Discussion MEMO

Background: Federal grants the City receives require the City to be ADA compliant in all of its public facilities. The City recently had a citizen volunteer evaluate the City's public facilities so that the Council can have a better understanding of areas of need to retain federal funding. The Self Evaluation form is below and it contains a list of public facilities and improvements that need to be made at each facility.

9(c) City Facility ADA Discussion Self-Evaluation Form

June 27, 2024

Re: Port Orford Section 504 Self-Evaluation Program Facilities Accessibility

In June 2024, Billy McNerlin, a local resident with a disability related to mobility, who has been in a wheelchair for 50 years, evaluated our city's public facilities for their accessibility, to aid in our Section 504 Self-evaluation.

The City of Port Orford owns/ manages the following public facilities:

- City Hall
- Community Building Complex
- Visitor's Center
- Buffington Park, public restroom
- Buffington Park, A-frame building
- 12th St Boat and Fishing Dock, public restroom

Of these, Mr. McNerlin identified accessibility needs at the following facilities:

- Community Building Complex
Entrance not accessible
- Buffington Park, A-frame building
Restroom within this building not accessible owing to space constraints
- City Hall
Automatic Entrance button does not work; bathroom sink too low and bathroom needs automatic entrance button; heavy door and slightly raised bump at entrance could be hazardous

Our City aims to rectify the accessibility needs at the Community Building with the CDBG grant we recently received. The plan is to provide for a new entrance, doors, new bathrooms, and stage access at the Community Building that can serve and accommodate our citizens with mobility challenges.

Other accessibility shortcomings identified by Mr. McNerlin through this Self-Evaluation will be brought to the attention of our City Council and Public Works Department with the aim of finding ways to improve barriers to access in these locations.

Sincerely,

Melissa Radcliffe

9(d) Vacation of Right-Of-Way Discussion

MEMO

Background: Multiple citizens have approached City Hall requesting the City vacate the right of ways adjacent to their property. The City has a process outlined in section 12.28 of our code which will be included in this section of the Council binder and is linked below. The most recent citizen to make this request is Jen Bailey who is requesting that Tichenor between 16th and 17th St., her request has been included on the following page. The administration staff would like confirmation that the City Council still approves of this process and to evaluate if a \$750 application fee is appropriate.

Link: <https://ecode360.com/44186313>.

9(d) Vacation of Right-Of-Way Tichenor

From: Jen Bailey [mailto:jenskylonda@gmail.com]
 Sent: Sunday, June 2, 2024 10:44 PM
 To: mradcliffe@portorford.org; jharrison@portorford.org
 Cc: jisadore@portorford.org
 Subject: Vacating Tichenor Street between 16th and 17th Streets

Melissa, Joseph,

I am re-submitting my request to the City of Port Orford to vacate Tichenor Street between 16th and 17th Street. This would be contingent on a property line adjustment between my property at 418 16th Street and Brian Tooley's property at 1634 Oregon Street (current site of Happy Tails Pet Supplies). We cannot do a straight 50/50 split though. Brian and I agree that I need to have the established trees.

Before I can submit an application to the City, the Public Works Director needs to verify that there are no City utilities on the property. Brian and I are not aware of any. There are public utility easements for CCEC, Spectrum, etc., which will convey with the property, of course. That is not an issue. I will explain the situation in the application, but cannot proceed until John Isadore checks it out. This is where things got left last October.

Thanks!

Jen Bailey
 418 16th Street, Port Orford
 541.391.2130

From: Jen Bailey [mailto:jenskylonda@gmail.com]
 Sent: Monday, July 15, 2024 1:25 PM
 To: Melissa Radcliffe <mradcliffe@portorford.org>; jisadore@portorford.org
 Cc: jharrison@portorford.org
 Subject: Vacating Tichenor Right-of-Way

Hi Melissa, thanks for getting back to me. I am including John in this message, in case his email is working again.

This is not a Right-of-Way Usage License. It is a Vacation of a Public Right-of-Way. For your convenience, I am attaching Chapter 12.28 of the Port Orford Municipal Code.

No one ever got back to me that John had "denied" my request.

I am not sure what "denied" means. Pursuant to § 12.28.040.B.5, I had requested "A written statement from the City of Port Orford Public Works Director that there are no City utility lines (water and sewer) located within the public way proposed to be vacated and that there is no foreseeable need for the City to retain the public way for future utility line use."

I am not aware of any city utilities on the property. The public utility easements would remain, and the City could retain an easement for utilities (pursuant to § 12.28.100).

I've heard that others are interested in vacating right-of-ways. Before I invest the time and money into preparing a complete petition for review by the Planning Commission, I think the City Council and Public Works Director need to come to an understanding about support for vacating right-of-ways in general. I'm happy to be the first case.

Thanks,
 Jen Bailey
 418 16th Street
 541.391.2130