City of Reedsport
City Council Work Session
and Regular Meeting

REEDSPORT

AGENDA

City Council Work Session, 6:00 p.m.
City Council Regular Session, 7:00 p.m.

City Council Chambers
451 Winchester Avenue
Monday, May 6, 2024

In accordance with HB2560, the City of Reedsport, to extent reasonably possible, will make all meetings accessible remotely via Zoom and provide the opportunity for citizens to submit oral testimony during the meeting and written testimony by emailing ccrockett@cityofreedsport.org by 4:00 p.m. on the day of each regularly scheduled council meeting.

Zoom Link: https://us02web.zoom.us/j/88258659119?pwd=SkhkNHhrOUk2eUhud00rS1pVa1BmUT09

6:00 p.m. City Council Work Session:

1. CALL TO ORDER/

2. ITEMS OF BUSINESS

   A. Items on the agenda

7:00 p.m. City Council Regular Session:

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. CITIZEN COMMENTS
   This time is reserved for citizens to comment on items that are not on the Agenda. Maximum of five minutes per item, please.

3. PRESENTATIONS, PROCLAMATIONS, AWARDS

   A. National Day of Prayer Proclamation

   B. National Safe Boating Week Proclamation presented to U.S. Coast Guard Auxiliary and U.S. Coast Guard Station Umpqua River

   C. Peace Officers' Memorial Week Proclamation

The Council meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting, to Deputy City Recorder Christina Crockett at (541) 271-3603.

4. APPROVAL OF THE AGENDA

5. PUBLIC HEARING

A. A Public Hearing to consider amending the Urban Renewal District Plan and Report.

Shall the City Council adopt Ordinance 2024-1212, to amend the Urban Renewal District Plan and Report? (Council Letter 024-024)

6. CONSENT CALENDAR

Routine items of business that require a vote but are not expected to require a discussion by the Council are placed on the Consent Calendar and voted upon as one item. In the event that a Councilor or citizen requests that an item be discussed, it will be removed from the Consent Calendar and placed under General Business.

A. Approve minutes of the City Council Work Session of April 1, 2024.

B. Approve minutes of the City Council Regular Session of April 1, 2024.

C. Shall the City Council ratify the adopted Ordinance 2024-1211, which amended sections of the Reedsport Transportation System Plan to reference the Reedsport Rail Crossing Study, which includes pedestrian improvements at Greenwood Avenue provided the City can acquire access to go through the current undercrossing? (Council Letter 024-025)

D. Shall the City Council approve Resolution 2024-006 adopting the 2024 Douglas County Multi-Jurisdictional Natural Hazards Mitigation Plan? (Council Letter 024-026)

E. Shall the City Council authorize the City Manager to negotiate a contract extension with Pauly, Rogers and Co. P.C. for financial auditing services? (Council Letter 024-027)

F. Shall the City Council extend the Dispatch Services contract with the Lower Umpqua Hospital and authorize the City Manager to sign the contract? (Council Letter 024-028)

G. Shall the City Council authorize a lease for the Lower Umpqua Senior Center to Douglas County Senior Services for the purposes of preparing and serving meals? (Council Letter 024-029)

H. City Council review of annual renewals for liquor licenses. (Council Letter 024-030)

I. Shall the City Council amend a meeting schedule for City Council meetings for the 2024 calendar year? (Council Letter 2024-031)

The Council meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting, to Deputy City Recorder Christina Crockett at (541) 271-3603.

J. Shall the City Council authorize the CERT team to apply for a Resilience Grant to purchase additional supplies and equipment for stocking the emergency caches located in Gardiner, Winchester Bay, and Reedsport? (Council Letter 2024-032)

7. GENERAL BUSINESS

A. Shall the City Council authorize the City Manager to sign a 10 year lease renewal for the solid waste disposal site? (Council Letter 024-033)

B. Shall the City Council adopt Resolution 2024-007 authorizing a supplemental budget and budget revisions to the 2023-24 FY budget? (Council Letter 024-034)

C. Shall the City Council enter into an Intergovernmental Agreement with Western Lane Fire and EMS Authority for mutual aid fire services? (Council Letter 024-035)

D. Shall the City Council authorize Umpqua Soil and Water Conservation District, working with Matt Ruwaldt Environmental Consulting and Oregon Parks and Recreation Dept on a local Government Grant Program, to move forward planning a Leed's Island project? (Council Letter 024-036)

8. MISCELLANEOUS ITEMS
(Mayor, Councilors, City Manager, City Attorney)

9. EXECUTIVE SESSION

A. Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

10. OPEN SESSION

A. Shall the City Council approve a contract for City Manager?

8. ADJOURN

The Council meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting, to Deputy City Recorder Christina Crockett at (541) 271-3603.

PROCLAMATION

WHEREAS, throughout history, Americans have lifted up fervent prayers to God on behalf of our nation. From the first gatherings of our Founding Fathers, elected officials have prayed and pleaded that those they serve and represent may join them in prayer, including the authors of our Declaration of Independence and on to present day in Presidential Proclamations; and

WHEREAS, a National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, it is a public law established in the United States Congress in 1952 approved by a joint Resolution and amended by Congress and President Ronald Reagan in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, in our state and across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, "Faithfulness"; and

WHEREAS, every first Thursday of May on the National Day of Prayer we not only express our faith and exercise our freedom in prayer but unite our hearts and voices in personal prayer and public gatherings throughout our City and across America with enthusiastic praise, repentance, love and humble intervention for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as the faith-filled prayers are answered.

THEREFORE; I, Linda McCollum, Mayor of Reedsport, do hereby acknowledge May 6th, 2024 as a

DAY OF PRAYER

throughout the City of Reedsport and encourage all citizens to join in this observance.

IN WITNESS, I have set my hand and caused the OFFICIAL Seal of the City of Reedsport to be affixed this 6th day of May, 2024.

Linda McCollum, Mayor
City of Reedsport

PROCLAMATION

WHEREAS, the City of Reedsport is located in the heart of the Oregon Dunes National Recreation Area with 17 freshwater lakes, three major rivers and the Pacific Ocean only miles from town bringing citizens and visitors to enjoy recreational boating; and

WHEREAS, on average, 650 people die each year in boating related accidents in the U.S. with the vast majority of those accidents being caused by human error and not by boat, equipment or environmental factors. Over 84% of drowning victims were not wearing a life jacket; and

WHEREAS, the mission of the United States Coast Guard Auxiliary is to promote and improve recreational boating safety by teaching boating safety courses and conducting vessel safety checks;

WHEREAS, while recreational water activities are a fun way to spend quality time with friends and family, it is also one where hundreds of lives are lost each year in water accidents. Don't leave your life or the lives of others to chance; commit to wearing a life jacket whenever engaged in a water or boating activity.

THEREFORE; I, Linda McCollum, Mayor of Reedsport, do hereby acknowledge May 18th through the 24th, as

National Safe Boating Week

and encourage all citizens to dedicate themselves to learning about and practicing safe boating, including wearing a life jacket.

IN WITNESS, I have set my hand and caused the OFFICIAL Seal of the City of Reedsport to be affixed this 6th day of May 2024.

Linda McCollum, Mayor
City of Reedsport

PROCLAMATION

IN RECOGNITION OF PEACE OFFICERS' MEMORIAL WEEK
MAY 12 – 18, 2024

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Reedsport Police Department play an essential role in safeguarding the rights and freedoms of those inside the City of Reedsport; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Reedsport Police Department unceasingly provide a vital public service;

NOW THEREFORE, BE IT RESOLVED, that I, Linda McCollum, Mayor of the City of Reedsport, and on behalf of the Reedsport City Council, do hereby proclaim and call upon all citizens of Reedsport and upon all patriotic, civic and educational organizations to observe the week of May 12 – May 18, 2024, as: **Police Week** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens;

FURTHERMORE, I proclaim and call upon all citizens of the City of Reedsport to recognize May 15, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS, my hand and seal this the 6th day of May 2024.

Linda McCollum

Linda McCollum, Mayor

City of Reedsport

REEDSPORT

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Reedsport Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-024
Agenda of May 6, 2024
RE: URD Plan and Report

ISSUE:

Shall the City Council adopt Ordinance 2024-1212 to amend the Urban Renewal District Plan and Report?

BACKGROUND:

On behalf of the City of Reedsport we are pleased to present for your review and comment the proposed amended version of the Reedsport Urban Renewal Plan and Report, first adopted in 2007.

With your partnership, the Reedsport Urban Renewal Area (URA) has made significant progress to date, but more work needs to be done to achieve the goals of the URA Plan: new development, jobs, and economic growth in Reedsport.

The enclosed "substantial amendment" to our URA Plan expands the boundary of the URA, updates the list of planned projects, and provides new projections for the financial resources of the district.

The amended URA Plan expands the boundary of the URA from an estimated 138 acres currently, to an estimated 352 acres – including commercially zoned portions of the Highway 101 corridor to the west of the current district above Schofield Bridge (see Section II.A. of the attached Plan). The added area will benefit from URA infrastructure projects and programs that attract private investment. If the Council decides to remove the Highway 101 corridor to the west of the Schofield Bridge the estimated acreage added is 191 aggregate.

The amended Plan also updates the list of planned URA projects (Section III); removing completed projects and adding new projects.

Just like the existing Plan: taxing districts maintain current tax revenue from the designated area, but forego the growth in permanent rate revenue that is generated by the growth of *additional* assessed value of the Renewal Area. The Urban Renewal Agency uses the tax increment (tax revenue above the frozen base) to invest in the URA. By expanding the Plan area, the value of the tax base expands – and the "maximum indebtedness" under the proposed Plan increases from $5.63 million to $9.92 million.

The attached Reedsport Urban Renewal Plan and accompanying Urban Renewal Report was prepared by city staff, consultant Johnson Economics, and the Reedsport Urban Renewal Advisory Committee.

The Plan and Report are a "substantial amendment" to Reedsport's 2007 Urban Renewal Area Plan and Report – which would otherwise terminate in 2028.

Pursuant to ORS 457.089, to adopt the amended Plan and Report:

(1) the Reedsport Urban Renewal Agency must "forward [the] urban renewal plan and the accompanying report to the planning commission of the municipality for recommendations before presenting the plan to the governing body of the municipality for approval [...]."

The Reedsport Urban Renewal Agency forwarded the plan and report to the Planning Commission on April 1, 2024 via Urban Renewal Letter 024-002.

(2) the Reedsport Urban Renewal Agency must "deliver the urban renewal plan and accompanying report to the governing body of each taxing district affected by the urban renewal plan, by certified mail or any form of delivery that requires a signature upon delivery or that may otherwise be tracked. The agency shall consult and confer with the taxing districts before presenting the plan to the governing body of the municipality for approval [...]. The governing body of each taxing district shall have 45 days following receipt of the plan and report to submit written recommendations to the urban renewal agency. In adopting the plan, the governing body of the municipality shall accept, reject or modify the recommendations of each taxing district."

City staff mailed the Exhibit 4 notice to taxing districts on March 8, 2024; their responses are due April 24, 2024.

FISCAL IMPACT:

There is no fiscal impact however the plan could generate additional revenue for the Urban Renewal District through increased values of current and rehabilitation properties in the district.

COUNCIL ALTERNATIVES:

1. Adopt Ordinance 2024-1212 to amend the Urban Renewal District Plan and Report maintaining the original proposed boundary.

2. Amend to decrease the proposed boundary and then adopt Ordinance 2024-1212 to amend the Urban Renewal District Plan and Report.

3. Amend and then adopt Ordinance 2024-1212 to amend the Urban Renewal District Plan and Report.

4. Decline to adopt Ordinance 2024-1212.

RECOMMENDATION:

Staff is recommending either alternative #1 or #2.

Deanna Schafer
City Manager

LOWER UMPQUA
HOSPITAL DISTRICT

600 Ranch Road Reedsport, OR 97467

541.271.2171

April 17, 2024

To: City of Reedsport City Councilors and Mayor

From: Lower Umpqua Hospital District Board of Directors

Subject: Comments regarding the Proposed Amendment to the Reedsport Urban Renewal District (URD) Plan

Dear City Leaders,

Lower Umpqua Hospital District has a patient base that consists primarily of Medicare recipients. The actual payer mix is 56% Medicare, 21% Medicaid, 22% Commercial Payers and VA, and 1% Self-Pay.
Lower Umpqua Hospital is a Medicare designated Critical Access Hospital. What this means is that Medicare pays us rates based on the 'allowable' costs we incur to provide services to Medicare patients as opposed to paying us rates that are solely determined by Medicare. While this does give us some financial benefit, the key word is 'allowable.'

We incur a great deal of cost in the service of these patients that is 'necessary'; however, Medicare does not reimburse us for these costs and as a result, we lose a significant amount of money. Medicaid pays us in a similar manner, adding to the losses. These losses are only partially offset by gains from our commercial/VA patients. This is why we incur operating losses year after year.

As you can see by the enclosed spread sheet, the District's ultimate survival is dependent upon the taxes we levy and collect and has been for at least the past 22 years (with the exceptions of years 2020 through 2022 when we received about $10 million in COVID relief funds.) While we understand that our tax revenue will not go down in light of the amendment, and will in fact continue to rise, the resulting reduction in the rate of increase may make it more difficult to provide all of the necessary services we currently provide for our community.

We are experiencing tremendous healthcare related inflation in all aspects of our operations, and we are always threatened with reimbursement cuts. These cuts are real. At the height of the pandemic Medicare actually significantly cut reimbursement to

our Rural Health Clinic (Dunes Family Health Care), the only source of primary care in our District.

We understand that the City is contemplating excluding the portion of the proposed expanded URD boundary which lies to the west of the Schofield Creek Bridge (southbound Highway 101 corridor). If in fact that is the case, the increase in the assessed value within this revised proposed boundary would be reduced by approximately two-thirds of the current proposed amended boundary. If that were the case, the Hospital District would support the URD plan amendment with this boundary revision. If that is not the case, then we request that the URD boundary not be expanded beyond the existing Urban Renewal District boundary.

The Lower Umpqua Hospital District is an important asset to our community. We depend on our residents, and they depend upon us. While we certainly appreciate, support, and applaud efforts to grow the community, as the Hospital Board, our number one priority is and *must* be the survival of the Hospital District. That said, we understand your job vis-a vis the City and respect your responsibility and authority.

Sincerely,

LOWER UMPQUA HOSPITAL DISTRICT BOARD OF DIRECTORS

Ron Kreskey, Chair

Cheryl Young, Vice Chair

Leon Bridge, Treasurer

Karen Bedard, Secretary

Brenda Fraley, Director

Lower Umpqua Hospital District

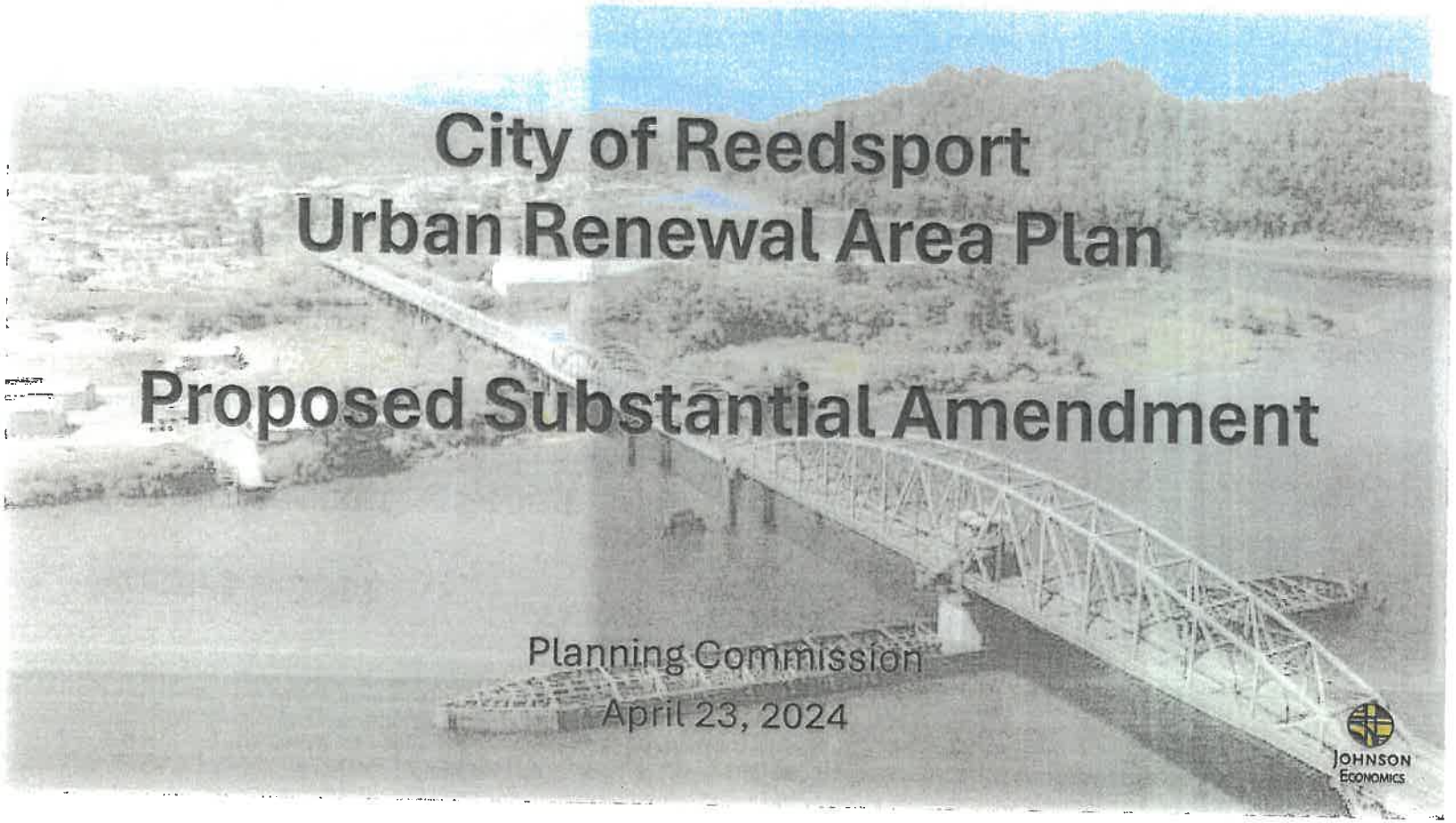
Total Margin

FYE June 30, 2003 through FYE June 30, 2024

	Net Operating Margin	Non-Operating Income*	Total Margin	
2003	($1,147,788)	$1,411,016	$263,228	
2004	($636,966)	$1,213,331	$576,365	
2005	($1,488,198)	$1,511,905	$23,707	
2006	($1,227,892)	$1,463,026	$235,134	
2007	($1,235,000)	$1,579,000	$344,000	
2008	($2,373,000)	$1,825,000	($548,000)	
2009	($1,640,140)	$1,562,581	($77,559)	
2010	($1,564,131)	$1,669,412	$105,281	
2011	($991,458)	$1,694,996	$703,538	
2012	($1,498,551)	$2,174,171	$675,620	
2013	($1,411,618)	$1,649,804	$238,186	
2014	($1,928,839)	$1,721,884	($206,955)	
2015	($2,104,479)	$1,823,918	($280,561)	
2016	($2,027,660)	$1,960,675	($66,985)	
2017	($1,421,196)	$1,816,016	$394,820	
2018	($3,191,574)	$1,898,856	($1,292,718)	
2019	($1,642,054)	$1,951,715	$309,661	
2020	($3,330,843)	$3,305,892	($24,951)	Non-Operating Income Includes Substantial COVID Relief Funds
2021	($5,473,455)	$8,283,236	$2,809,781	Non-Operating Income Includes Substantial COVID Relief Funds
2022	($4,730,272)	$6,459,018	$1,728,746	Non-Operating Income Includes Substantial COVID Relief Funds
2023	($4,569,932)	$2,492,424	($2,077,508)	No COVID Funds
2024	($3,950,690)	$2,687,443	($1,263,246)	No COVID Funds
Total:	**($49,583,796)**	**$52,155,319**	**$2,569,584**	
Average:	*($2,253,897)*	*$2,370,696*	*$116,799*	

*Non-Operating Income connsist of Property Taxes levied and collected, Interest Income and Expense, Donations Received and Gains or Losses on Early Retirement or Sale of Assets.

Between 2020 and 2022 the District received approximately $10 million in COVID relief funds (still subject to audit).



City of Reedsport Urban Renewal Area Plan

Proposed Substantial Amendment

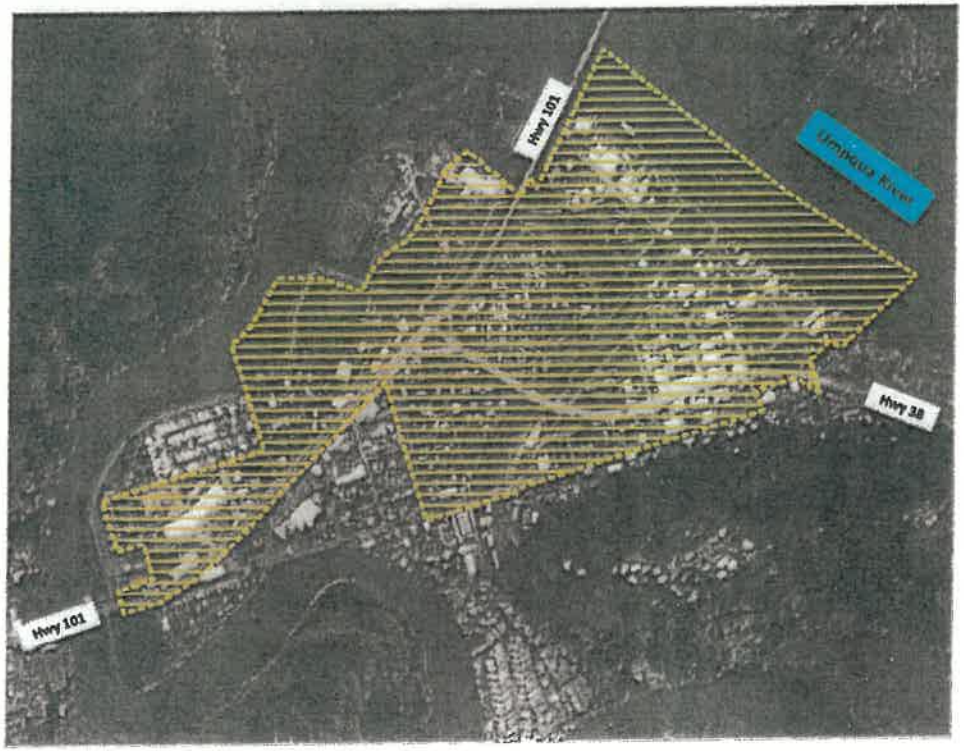
Planning Commission

April 23, 2024

JOHNSON ECONOMICS

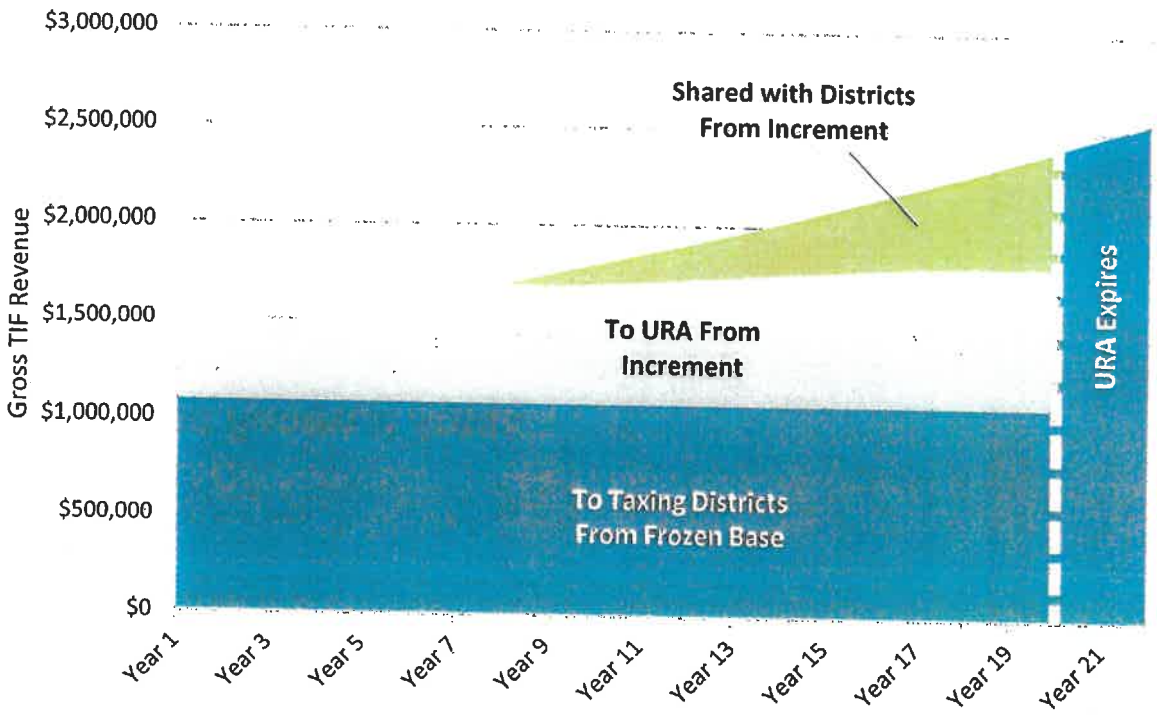
Reedsport Urban Renewal

- Adopted in 2007
- Plan and supporting Report
- Original Area: 248 acres
- 2019 Expansion: 2 acres
- Maximum debt: $5.6M



How Does Urban Renewal Work?

Example:



Substantial Amendment to the Plan

- Limits on Urban Renewal Areas
- Increasing land area
- Increasing maximum debt
- Updating projects
- Plan Expiration

Amended Plan Area (Original)

Expansion Area (Original)

Amended Plan Area (Revised)

Expansion Area (Revised)

URA: 250 acres

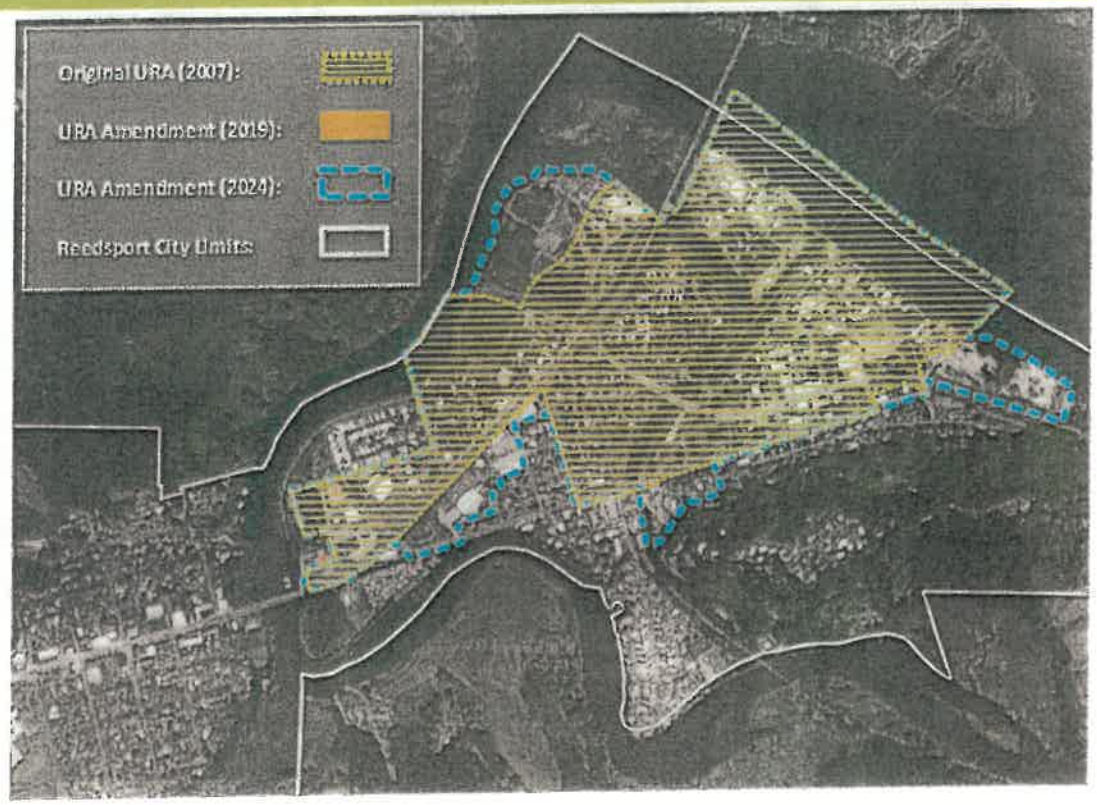
+ Expansion: 53 acres

= Total: 303 acres

Original Max Debt: $5.6M

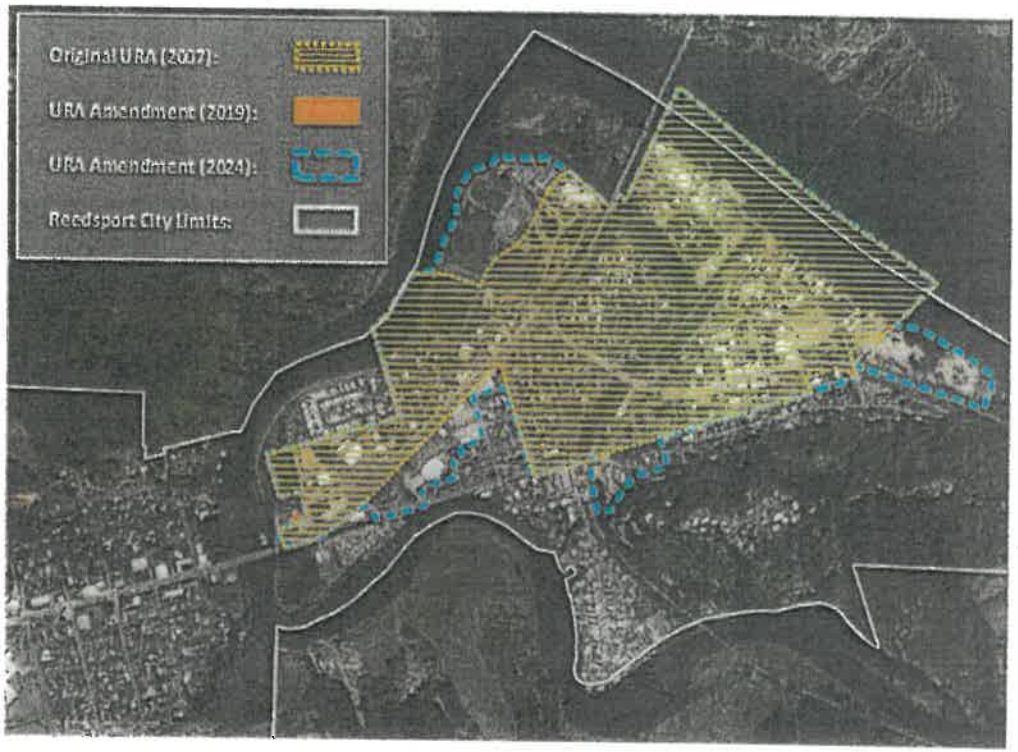
+ Inflation + 20%

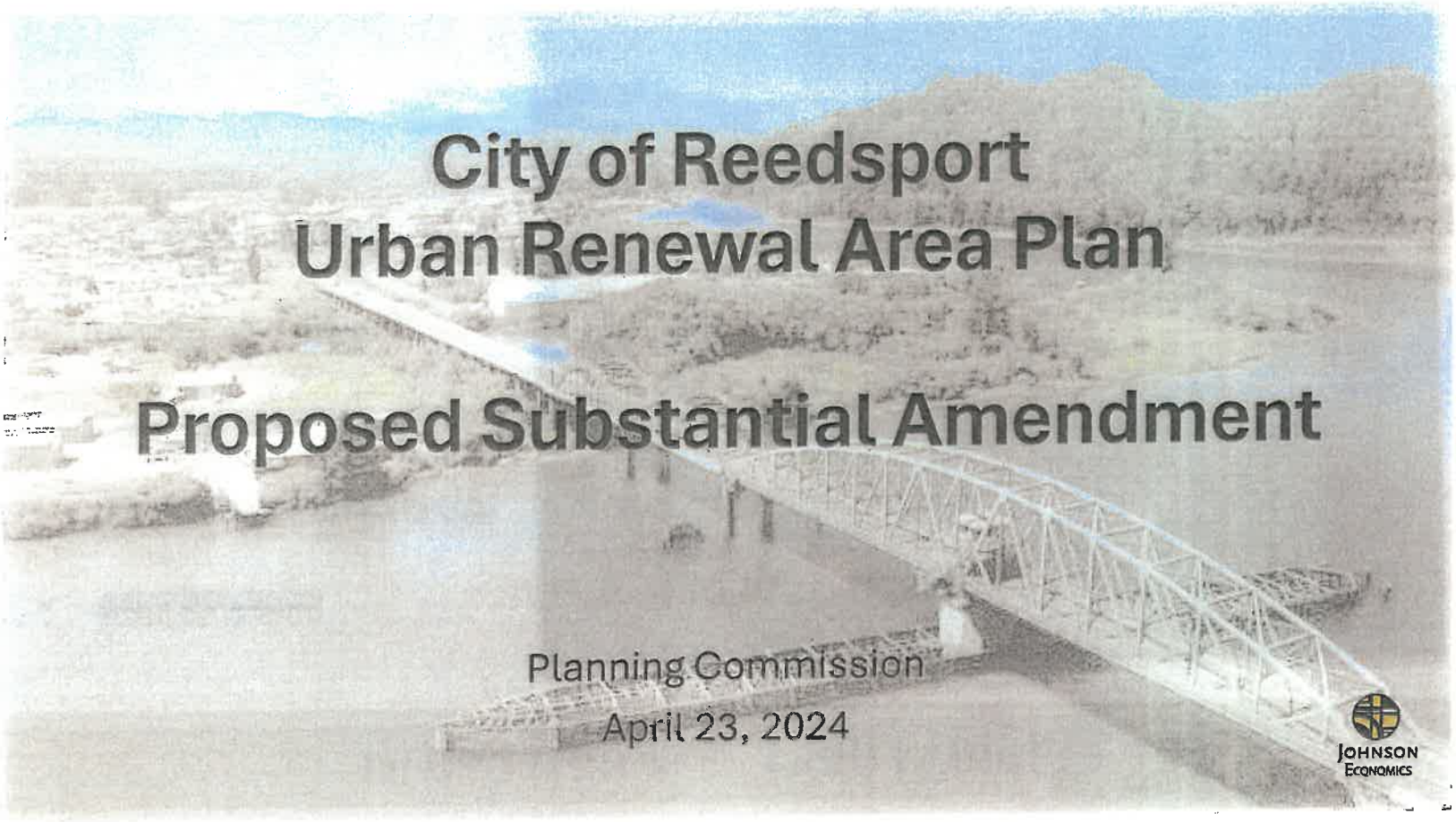
= $9.9M Max Debt Limit



Urban Renewal Plan Projects

- Transportation
- Water, Sewer, Stormwater
- Other Public Infrastructure
- Property Acquisition
- URA Administration





City of Reedsport
Urban Renewal Area Plan

Proposed Substantial Amendment

Planning Commission
April 23, 2024

JOHNSON ECONOMICS

ORDINANCE 2024-1212

AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND ADOPTING THE REEDSPORT URBAN RENEWAL PLAN AND REPORT

WHEREAS, the City of Reedsport Urban Renewal Agency ("the Agency") has sent to the City Council for its approval and adoption, a substantial amendment to the 2007 Reedsport Urban Renewal District Plan, which is known as the 2024 Reedsport Urban Renewal District Plan (the "Plan");

WHEREAS, the Plan is for an urban renewal area (the "Reedsport Urban Renewal District") wholly within the boundaries of the City of Reedsport; and

WHEREAS, the Plan and accompanying report on the Plan (the 2024 Urban Renewal District Report, known as the "Report"), were prepared by Johnson Economics, in consultation with city staff and oversight by the Urban Renewal Agency, in conformity with the requirements of *ORS 457.085 Urban Renewal Plan Requirements*; and

WHEREAS, the Plan and Report were considered following the procedure outlined in *ORS 457.095 Approval of Plan by Ordinance*; and

WHEREAS, notice of the public hearings on the adoption of this Plan were provided as required by *ORS 457.120 When Additional Notice Required,* including the required statements to be mailed to postal patrons within the city of Reedsport; and

WHEREAS, the Plan and Report were forwarded to the governing body of each tax district affected by the Plan, with an invitation to meet and discuss the plan, or forward comments on the plan, and any comments received by the Agency have been responded to, and forwarded to the Council for consideration; and

WHEREAS, the Plan and Report were forwarded to the City of Reedsport Planning Commission for recommendations and the Planning Commission has reviewed the Plan and Report and on April 23, 2024, recommended approval of the Plan and Report; and

WHEREAS, pursuant to *ORS 457.095 Approval of Plan by Ordinance*, the Reedsport City Council held a public hearing on May 6, 2024 to review and consider the Plan, the Report, the recommendation of the Planning Commission, tax districts, and public testimony; and

WHEREAS, the City Council finds the 2024 Reedsport Urban Renewal Plan should be adopted and approved, based on the findings listed below.

Section 1. Findings. In support of its adoption of the 2024 Reedsport Urban Renewal District Plan and Report, the following findings of fact and conclusions are adopted:

1. The area designated in the Plan as the Plan Area meets the statutory definition of "blight", as defined by ORS 457.010(1) and is eligible for inclusion within the Plan because of: depreciated land and improvements, incompatible land uses and vacant parcels, inadequate storm water drainage, obsolete and deteriorated buildings and unimproved streets and sidewalks.

2. That rehabilitation and redevelopment is necessary to protect the public health, safety, or welfare of the City of Reedsport.

3. That the Reedsport Urban Renewal Plan conforms to the City's Comprehensive Plan as a whole and provides an outline for accomplishing the projects that the Reedsport Urban Renewal Plan proposes.

4. No residential displacement is anticipated to occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Plan; however, if any occurs provisions have been made to house displaced persons within their financial means and in accordance with ORS 35.500 to ORS 35.530 and, except in the relocation of elderly or handicapped individuals, without displacing persons or priority lists already waiting for existing Federally subsidized housing.

5. The acquisition of real property may be necessary for the development of public facilities and related private development in the Plan Area and for the development of adequate streets and utilities.

6. That the adoption and carrying out of the Reedsport Urban Renewal Plan is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to Section 1c, Article IX of the Oregon Constitution and ORS 457.440.

7. That the City shall assume and complete any activities prescribed in the Reedsport Urban Renewal Plan.

8. That the Reedsport City Council hereby incorporates by reference the Reedsport Urban Renewal Plan, attached to this Ordinance as Exhibit A, as support for its above-mentioned findings.

9. That the Reedsport City Council further relies on the Report on the Reedsport Urban Renewal Plan, attached to this Ordinance as Exhibit B, which is incorporated by reference, the report of the Planning Commission, the public hearing, and the entire record before the City Council in this matter.

NOW, THEREFORE, THE CITY OF REEDSPORT ORDAINS AS FOLLOWS:

1. The Reedsport City Council hereby adopts and approves the Reedsport Urban Renewal Plan, pursuant to the provisions of ORS 457, and directs the City Recorder to publish notice of the adoption of this Ordinance in accordance with the requirements of ORS 457.115, Manner of Newspaper Notice.

2. The City Recorder shall forward to the Agency a copy of this Ordinance, who shall thereafter cause a copy of the Plan to be recorded in the Records of Douglas County, Oregon.

Duly passed by the City Council the 6th day of May, 2024.

EFFECTIVE DATE OF ORDINANCE: This Ordinance shall become effective 30 days following its adoption and enactment by the City Council.

PASSED BY THE CITY COUNCIL this 6th day of May, 2024

AYES_____ NAYS_____

APPROVED BY THE MAYOR this 6th day of May, 2024

_____

Mayor Linda McCollum

ATTEST:

_____

City Recorder Deanna Schafer

DRAFT

REEDSPORT

URBAN RENEWAL AREA

PLAN

ADOPTED JUNE 2007
(AMENDED 2019, 2024)

ACKNOWLEDGEMENTS

City of Reedsport Urban Renewal Agency Board

- Mayor Linda McCollum
- Chuck Miller
- Rich Patten
- Allen Teitzel
- Debby Turner
- Cindy Wegner
- Rob Wright

City of Reedsport Urban Renewal Advisory Committee

- Garry Baker
- Leon Bridge
- Robert Gray
- Carey Jones
- Donna Train
- Deborah Yates

Planning Commission

- Deborah Yates
- Gary Stine
- Fran Baumgartner
- Kirk Collier
- Janean Francis
- John Kollerup
- Kathleen Miller

City of Reedsport Staff

- Deanna Schafer, City Manager
- Hailey Sheldon, Contract City Planner
- Cindy Phillips, Planning Technician

Prepared by:
JOHNSON ECONOMICS, LLC
THE BENKENDORF ASSOCIATES CORP (2007)

Adopted by Ordinance No. 2007-1075 by the Reedsport City Council on July 9, 2007.
Amended by Ordinance No. UR2019-003 by the Reedsport City Council on December 2, 2019.
Substantial Amendment Adopted by Ordinance [TBD] by the Reedsport City Council on May 6, 2024.

TABLE OF CONTENTS

I. INTRODUCTION

The City of Reedsport has identified the Reedsport Urban Renewal Area (URA or Area) as the location for future development. The Reedsport City Council adopted the original Reedsport Urban Renewal Plan (Plan) in 2007. The Plan was amended in 2019, and amended in 2024.

The 2019 amendment added 2 acres to the west of 16th Street to the Urban Renewal Area (URA) boundary; as an addition of less than 1% of the URA land area, this was adopted as a Minor Amendment. The 2024 Substantial Amendment extended the plan period, revised the Plan project list, revised the Urban Renewal Area boundary, and adjusted the maximum indebtedness.

The following Plan and accompanying Report have been prepared and amended to enable implementation of the City's urban renewal goals.

Figure 1 shows the Area as originally adopted in 2007 (in yellow), the area added through amendment to the Plan in 2019 (in orange), and the expansion area added through amendment to the Plan in 2024 (in blue). The URA encompasses a majority of downtown, Old Town, and the waterfront. It includes the commercial portions of the Highway 101 corridor, extending to the west.

FIGURE 1: REEDSPORT URBAN RENEWAL AREA

Source: City of Reedsport, Douglas County, JOHNSON ECONOMICS LLC

The Area illustrated in Figure 1 was selected to achieve the following purpose:

A. Statement of Purpose

This Plan has been prepared to establish an Urban Renewal Area in Reedsport. The purpose of the Plan is to assist with the implementation of adopted plans, policies, and codes, specifically intended to:

- Further encourage infill, rehabilitation, and redevelopment that is consistent with this Plan, and the Comprehensive Plan and Zoning Regulations adopted by the Reedsport City Council.
- Guide the provision of public infrastructure necessary for the orderly and proper improvement and redevelopment of the URA.
- Stimulate economic development through the elimination of blighting conditions, provision of supporting public facilities, and general improvements in the overall appearance, condition, and function of the Area.
- Encourage new development of commercial, industrial, and residential land uses that increase vitality of the area with new residents and jobs.
- Increase the long-term taxable value of property for the City and for other partner jurisdictions.

The Plan presented in this document meets the requirements of Chapter 457 of the Oregon Revised Statutes. The Plan also complies with other state and local laws pertaining to urban renewal plans.

B. Goals and Objectives of the Urban Renewal Plan

The following Goals and Objectives provide a guiding framework for the implementation of the Plan and for future decision making over its duration, in keeping with City policies.

The following goals and objectives more specifically identify the purposes of the Plan but shall not preclude the ability of the Urban Renewal Agency (Agency) to consider or implement other appropriate projects within the URA.

1. Overall Objective for the Urban Renewal Area

Improve the economic health, condition, and appearance of the Reedsport Urban Renewal Area and eliminate existing blight and blighting influences, to strengthen the Reedsport economy. Provide for a more attractive living, working, and recreating environment by improving streets, utilities, and structures in Old Town, on the riverfront and on Highway 101.

2. Goals for the Urban Renewal Area

To accomplish this overall objective, the Plan establishes the following goals and objectives:

Planning

GOAL 1: Update Reedsport's existing master plans by (a) incorporating the findings of recent studies/reports/analyses (such as the 2023 Buildable Land Inventory and 2023 Reedsport Rail Crossing Study) and (b) updating public infrastructure maintenance, repair, replacement, and new installation plans and priorities.

Objective A: Update Reedsport's Transportation System Plan to incorporate street and sidewalk improvement plans contained in the 2013 Waterfront and Downtown Plan and the 2023 Reedsport Rail Crossing Study.

Objective B: Update Reedsport's Water Master Plan, to update maintenance and replacement schedules.

Objective C: Update Reedsport's Wastewater Master Plan, to update maintenance and replacement schedules.

Economics

GOAL 1: Utilize the Area's programs and funds to facilitate development in the URA.

Objective A: Increase the taxable assessed value base within the Area, to support Plan projects, and the long term benefit of taxing jurisdictions.

Infrastructure

GOAL 1: Continue to implement the public infrastructure maintenance, repair, replacement, and new installation plans contained in the City's (a) transportation, water, wastewater, and stormwater master plans and (b) Capital Improvement Plan.

Objective A: Prioritize infrastructure projects which benefit development in the URA.

Financial Resources

GOAL 1: Supplement the Area tax increment revenues with state and federal grants and loans for specific project purposes.

Objective A: Create a package of programs to assist business- and property-owners improve the appearance and economic value of their buildings, land, and businesses.

C. Plan Administration

The Reedsport Urban Renewal Plan consists of the text and exhibits contained in this document. The Plan applies to the specific area outlined in Figure 2 and further described in Section II. The Urban Renewal Agency of Reedsport shall administer the Plan in accordance with ORS 457, the Oregon Constitution, and all other applicable laws and ordinances, whether or not specifically referenced in this document.

D. Definitions

1. **Agency** the Urban Renewal Agency of the City of Reedsport.
2. **Area** means the Reedsport Urban Renewal Area as proposed under this Plan.
3. **Blighted Areas** are areas which, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the health, safety, or welfare of the community. Blight shall have the same meaning in this Plan as defined in ORS 457.010.
4. **Boundary** means the geographic and legal limits which encompass the Reedsport Urban Renewal Area.
5. **City** means the City of Reedsport Oregon.
6. **City Council** means the Reedsport City Council.
7. **County** means Douglas County, Oregon.
8. **Lot** means a unit of land that is created by a subdivision or platting of land and recorded in the land records of Douglas County.
9. **ORS** means the Oregon Revised Statutes (State Law and specifically, Chapter 457 thereof.)
10. **Plan** means the Reedsport Urban Renewal Plan consisting of the text and accompanying exhibits
11. **Project or Activity** means any work or undertaking carried out under ORS 457.170 in the Area and specifically the development or improvement projects described in Section III of this Plan.
12. **Property Owner** means any individual who owns property within the Reedsport Urban Renewal Area.
13. **Report** means the report accompanying the Plan prepared pursuant to ORS 457.085(3).
14. **State** means the State of Oregon.
15. **Text** means the text of the Reedsport Urban Renewal Plan document (and accompanying Report text where indicated.)

II. General Description of the Area

A. Boundary

The City of Reedsport Urban Renewal District includes land within the City of Reedsport, only. (See Exhibit 1). A legal description of the District is included in Appendix 2.

The Renewal Area (as amended in 2024) encompasses a total of 0.55 square miles (including existing public street rights of way and waterways) or 351.1 acres and includes 543 tax lots.

The northern and north eastern boundaries of the Area are defined largely the Umpqua River and Scholfield Creek and the southern boundary roughly follows Winchester Avenue. The western boundary includes the commercially-zoned portions of Highway 101 extending to the west of Scholfield Creek.

Figure 2: Reedsport Urban Renewal Area Boundary

Source: City of Reedsport, Douglas County, Johnson Economics LLC

The legal description of the boundary is included as an Appendix to this Plan.

B. Eligibility and Need for Urban Renewal

The Reedsport Urban Renewal Area represents the traditional heart of the Reedsport community, commercial and waterfront zones. Healthy and vibrant development in the Area will support the community's vitality, job creation, and economic and fiscal sustainability.

To fulfill this vision, the Area requires adequate public infrastructure. Necessary infrastructure includes:

- A connected transportation system for vehicles, bikes, and pedestrians.
- Water, sanitary sewer, storm water, and other public services, including new pump stations.
- Trails and open space improvements.

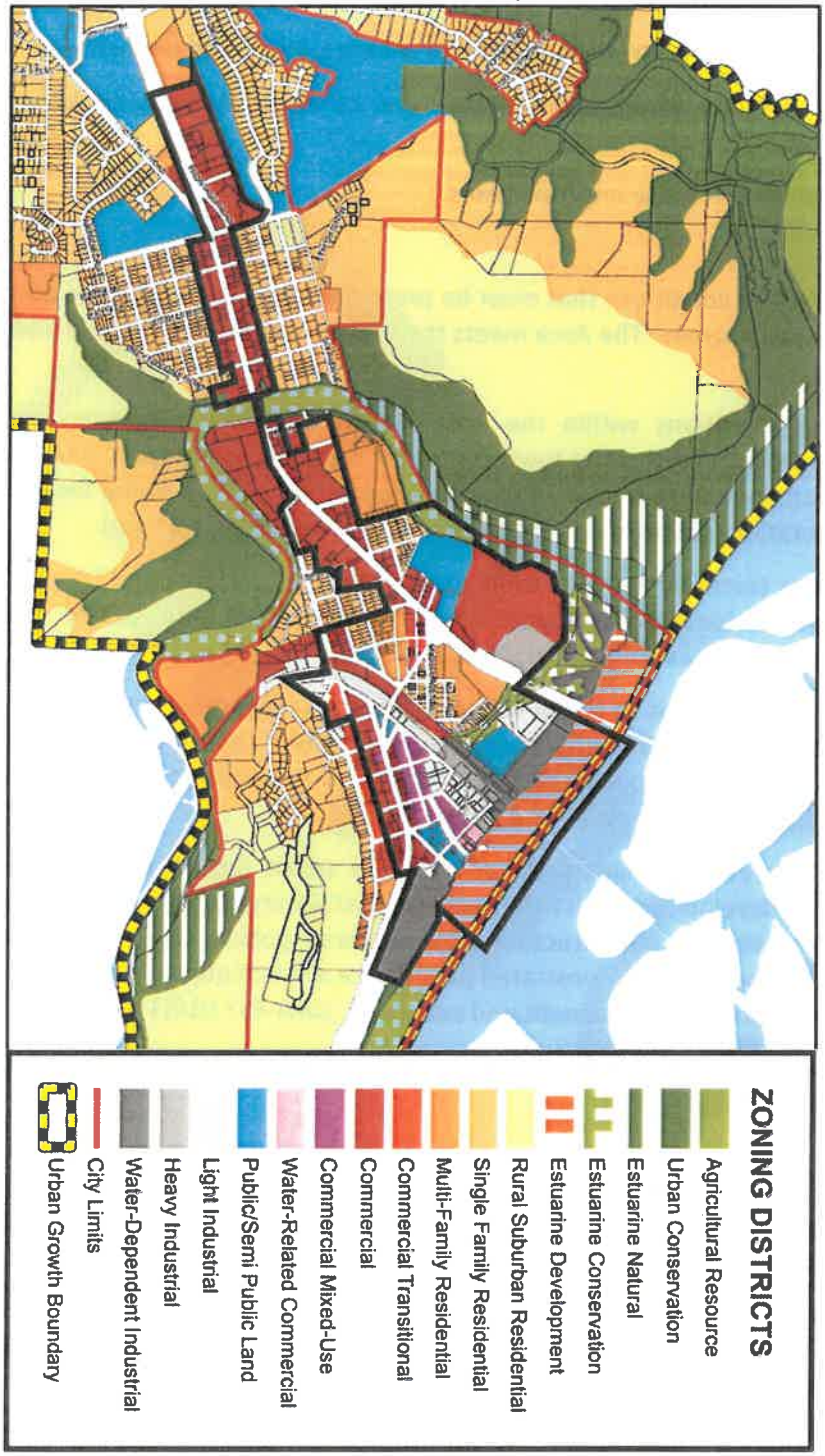
ORS 457.010 defines conditions that must be present in order for an area to be eligible to adopt an urban renewal program. The Area meets the statutory definition of need and eligibility in the following ways:

- Existing conditions within the Area include significant obstacles to the successful development of a thriving town center for residents, employers, and visitors. Achieving this transformation is in keeping with adopted local plans. Some local buildings feature deterioration, obsolete design, and condition (ORS 457.010(1)(a)).
- The Area currently features some areas where lot patterns and lay outs will inhibit the efficient division or aggregation of the properties into usable medium to large development sites (ORS 457.010(1)(c)).
- Area-wide solutions to storm water and flood management and community open space are necessary to unencumber some redevelopment sites. These conditions demonstrate the laying out of property or lots in disregard to contours, drainage, or other physical conditions of the terrain (ORS 457.010(1)(d)).
- The Area features inadequate or improper public infrastructure to meet anticipated needs of development. It is highly unlikely that private developers can provide the needed improvements to infrastructure and will need public investment to help serve new projects. There is a demonstrated persistence of inadequate transportation facilities and utilities to meet public benefit and add value. (ORS 457.010(1)(e)).
- The existence of properties or lots or other areas that are subject to inundation by water. (ORS 457.010(1)(f)).
- There are properties under-developed to an extent that tax receipts are inadequate for the cost of infrastructure and public improvements that are needed to fulfill the redevelopment policy direction, contained in the adopted local plans and zoning districts (ORS 457.010(1)(g)).
- The Area has a lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety, and welfare (ORS 457.010(1)(h)).

C. Land Use, Zoning, Development Standards

The land use plan for the Area is based on the City of Reedsport Comprehensive Plan Map and Municipal Code, which will dictate the proposed land uses, maximum densities and building requirements within the Area. Figure 3 presents the zoning designations in the Area.

FIGURE 3: CITY OF REEDSPORT ZONING MAP, URBAN RENEWAL AREA



Source: City of Reedsport

The use and development of the land within the Area shall be governed by the City of Reedsport Comprehensive Plan and Municipal Code. No changes to zoning or zoning standards are anticipated as part of the Plan, or in response to its approval, though this does not preclude the City making amendments to zones and standards as part of other planning efforts.

The Area includes the following zoning designations:

FIGURE 3: CITY OF REEDSPORT ZONES WITHIN THE URBAN RENEWAL AREA

ZONE	LAND USE CLASS
Single Family Residential	Residential
Multi-Family Residential	Residential
Commercial Transitional	Commercial
Commercial	Commercial
Commercial Mixed-Use	Commercial
Water-Related Commercial	Commercial
Public	Public
Light Industrial	Industrial
Heavy Industrial	Industrial
Water-Dependent Industrial	Industrial

The source for complete details on zoning designations within the City and Area shall be the Reedsport Municipal Code, Chapter 10.72. The following table provides a brief overview of the relevant zones and their purpose.

FIGURE 4: CITY OF SUMMARY OF ZONES WITHIN THE URBAN RENEWAL AREA, AND DEVELOPMENT STANDARDS

Zoning District	Minimum Lot Size	Maximum Height	Max. Lot Coverage	Required Front Yard Setback	Required Side Yard Setback	Required Rear Yard Setback
R-A	Width: 70 ft. Area: 20,000 sq. ft.	2½ stories and 35 ft.	40%	15 ft.	Interior Lot: One 5 ft., one 8 ft. Corner Lot: 15 ft.	If alley: None. If no alley: 5 ft.
R-1	Width: 60 ft. Area: 6,000 sq. ft.	2½ stories and 35 ft.	40%	15 ft.	Interior Lot: 5 ft., each side. Corner Lot: 10 ft.	If alley: None. If no alley: 5 ft.
R-2	Width: 60 ft. Area: 6,000 sq. ft.	3 stories and 45 ft.	50%	15 ft.	Interior Lot: 5 ft., each side. Corner Lot: 10 ft.	If alley: None. If no alley: 5 ft.
C-1	Width: 60 ft. Area: 6,000 sq. ft.	3 stories and 45 ft.	60%	15 ft.	Interior Lot: 5 ft., each side. Corner Lot: 10 ft.	None
C-2	None	3 stories and 45 ft.	100%	None, except where specified for road widening purposes	None, but if created min. 3 ft. wide by 3 ft. deep	10 ft. from center line of alley
CMU	None	45 ft.	100%	None except for buildings fronting Greenwood Ave. or Rainbow Plz.	None, but if created min. 3 ft.	10 ft. from center line of alley
M-1	None	50 ft.	100%	None, except where specified for road widening purposes	None, but if created min. 5 ft.	None, but if created min. 5 ft.
M-2	None	50 ft.	100%	None	None, but if created min. 5 ft.	None, but if created min. 5 ft.
M-3	None	3 stories and 50 ft.	100%	None, except where specified for road widening purposes	None, but if created min. 3 ft.	10 ft. from center line of alley
PL	None	50 ft.	100%	None	None, but if created min. 5 ft.	None, but if created min. 5 ft.
CS	None	None	N/A	30 ft.	10 ft. each side	10 ft.
AR	Width: None Area: 10 acres	50 ft.	N/A	30 ft. from street right-of-way	10 ft. each side	10 ft.

*Exceptions Apply. Citation: City of Reedsport Municipal Code Title 10 Land Usage Chapter 10.64 Introductory Provisions 10.64.030 Definitions: Zoning District Standards Table
Source: City of Reedsport Municipal Code, Chapter 10.72

D. Relationship to Local Objectives

The Plan is supportive of the public goals and objectives of the City of Reedsport and supports the general community vision for the Reedsport Urban Renewal Area. The Plan was prepared in conformance with the City of Reedsport Comprehensive Plan.

The following is a list of the most relevant goals and policies from local plans which are addressed and supported by the adopted Goals, Objectives, and Projects of this Plan. In general, these are City goals and policies for economic development, orderly urbanization, the provision of adequate infrastructure, open space and trails, and environmental stewardship.

CITY OF REEDSPORT COMPREHENSIVE PLAN

The Reedsport Comprehensive Plan was revised through Periodic Review in 2000 and updated in 2013 (following the adoption of the 2013 Waterfront and Downtown Plan). While the Urban Renewal Plan is designed to be supportive of all City goals and initiatives, the most relevant sections of the Comprehensive Plan that the Plan helps to address are:

- Section II: Citizen Involvement
- Section III: Natural Features Element
- Section IV: Community Services Element
- Section V: Economic Element
- Section VI: Housing and Population
- Section VIII: Coastal Resource Element

The following is a list of the most relevant Comprehensive Plan Goals addressed by the Reedsport Urban Renewal Plan, its projects, and the adoption process.

Section II: Citizen Involvement

- Goal: To ensure the opportunity for citizens to be involved in all phases of the planning process.

Section III: Natural Features Element

- Goal: To protect life and property within the urbanizable area from the potential natural disasters and hazards most commonly associated with the area.

Section IV: Community Services Element

- Goal: To plan and implement a timely, orderly, and efficient arrangement of public facilities and services. [Including Stormwater, Water, and Sewer infrastructure.]

Section V: Economic Element

- Goal: To diversify and improve the economy of the local area.

- Policy 6. The City shall support and pursue the continued development of the Reedsport waterfront and Old Town area, recognizing that continued development of the Umpqua Discovery Center is an attraction for tourism.
- Policy 7. The City shall encourage and promote the development of the Umpqua Riverfront with multiple uses, including but not limited to tourist attractions, restaurants, boardwalks and water-related activities
- Policy 9. The City shall promote and encourage the creation of family wage jobs.
- Policy 10. The City shall promote, market, and develop visitor attractions and tourist related businesses to the Lower Umpqua Area and the City's Riverfront.
- Policy 11. The City shall promote and encourage the location of small businesses in the community.
- Policy 23. Improve the safety, aesthetics and market viability of Reedsport's waterfront and downtown by implementing the projects, programs and regulatory amendments recommended by the Reedsport Waterfront and Downtown Plan.

Section VI: Housing and Population

- Goal 1 To allow for a range of housing types and densities to meet existing and projected housing needs for all economic segments of the community.
- Goal 2 To provide for the appropriate location of residential development throughout the city.
    - Policy 6. The City shall encourage residential occupancy of upper floors within multi-story commercial buildings in areas appropriate for such use, such as the downtown.
- Goal 3 To ensure high quality design for residential development.
- Goal 4 To ensure adequate maintenance and improvement of the existing housing stock and residential neighborhoods.

CITY OF REEDSPORT PARKS MASTER PLAN (2021)

The Parks Master Plan includes multiple public parks and open spaces that are located within the Urban Renewal Area, including Champion Park, Hahn Park, Henderson Park, and Lions Park. The Master Plan also includes the Bumble Bee and Rainbow Plaza boat ramps, and the Levee Loop Trail. The purpose of a parks master plan is to plan for the protection and public enjoyment of the resources that are being master planned. The Urban Renewal Plan, its projects, and resources can help support investment, improvement, and maintenance of public open spaces in keeping with the Master Plan. (See also the Levee Loop Trail System Plan, 2015.)

CITY OF REEDSPORT TRANSPORTATION SYSTEM PLAN (2006, Amended 2023)

The Transportation Master Plan (TSP) describes the current and forecasted transportation network for pedestrians, bicycles, motor vehicles and other modes in the City. It includes goals and policies, existing conditions, classification of current streets and facilities, and forecasts of future demand.

The Urban Renewal Plan can support the goals and specific projects included in the TSP through providing financial, planning, logistical support or other resources to public infrastructure projects. Some specific transportation projects are included in this Plan, but this does not preclude pursuing additional projects should the need arise or priorities change.

This Plan can help support the following goals of the TSP:

- Goal #1: Develop a transportation system to enhance Reedsport's livability and meet federal, state, and local requirements.
- Goal #2: Create a balanced transportation system.
- Goal #3: Improve the safety of the transportation system.
- Goal #4: Develop an efficient transportation system that will handle future traffic growth.
- Goal #5: Provide a transportation system that is accessible to all members of the community.
- Goal #6: Develop a transportation system to provide for efficient freight movement.
- Goal #7: Create a funding system to implement the recommended transportation system improvement projects.

REEDSPORT WATERFRONT AND DOWNTOWN PLAN (2013)

In 2013, the City of Reedsport completed a two-year planning process for the Downtown area, that includes much of the original (2007) Urban Renewal Area. The Reedsport Waterfront and Downtown Plan (RWDP) "defines the desired character of the waterfront and downtown areas with an overall vision supported by a future development strategy. The plan recommends specific land use changes and transportation improvements for downtown revitalization and waterfront redevelopment".

The Urban Renewal Plan is consistent with the RWDP and can help contribute to many of the projects. This Plan can help make public improvements to infrastructure and open space, as well as encourage or partner in private investment and development in keeping with the RWDP vision.

III. Outline of Projects & Redevelopment Activities

A. General Redevelopment Outline

The City of Reedsport has established an Urban Renewal Agency to administer Urban Renewal Areas within the City. The Agency has prepared the Plan. Urban renewal has been an effective tool for stimulating public and private investment in areas in need of revitalization and redevelopment throughout Oregon.

The Plan outlines a series of public investments including but not limited to transportation and utilities improvements. This Plan is envisioned to facilitate the provision of public infrastructure to support new development and redevelopment within the Area – to invite additional residents, employers, and jobs, among other goals (refer to Goals and Objectives in Section I.B).

Other than the acquisition of land from willing sellers or acquisition of public right-of-way, this Plan calls for no acquisition, demolition, or clearance of properties in the Area. Development of private land within the Area is envisioned to be accomplished by private landowners.

The following is a description of possible projects by category. This is not an exhaustive list and does not include all potential categories of projects which might be undertaken during the duration of this Plan. The listing of a project in this Plan does not ensure that it will be accomplished, and the absence of a project does not indicate that it is ineligible for Urban Renewal funding. The Agency reserves the right to pursue any and all project types allowed under ORS 457 and other applicable laws.

B. Plan Projects

1) TRANSPORTATION PROJECTS

Physical road improvements and related improvements to increase accessibility, allow sufficient traffic circulation, improve mobility, and reduce congestion from existing and new development. Projects may include right-of-way acquisition, and the construction, extension, improvement, or other physical changes to transportation infrastructure including but not limited to streets, intersections, bike facilities, sidewalks, lighting, signaling, signage, landscaping, access, and other improvements.

Specific identified projects include, but are not limited to:

- Improve Port Dock Road, as identified in the Waterfront and Downtown Plan (including sidewalks).
- Resurface Winchester Avenue between the railroad crossing and N 6th Street.
- Install quiet zone railroad crossing gates to the railroad crossings on Winchester and Hwy 38.

2) WATER, SEWER, AND STORMWATER PROJECTS

Physical improvements which improve, extend, or increase capacity of public utilities and utility-related land, easements, and facilities to serve the Area and/or accompany transportation improvements as appropriate. Projects may include, but are not limited to, physical above- or below-ground improvements which facilitate the provision of water, storm water, sewer, and other public services to the Area, including regional storm water solutions.

Specific identified projects include, but are not limited to:

- Stormwater
    - Replace all stormwater catch basins within the URD.
    - Replace the Elm Street stormwater pump station and outflow(s).
    - Replace stormwater main lines under Winchester and Elm Streets, between the City shop (near 7th & Winchester) to the Elm Street pump station.
- Wastewater
    - Upgrade 12th & Juniper wastewater pump station.
    - Reconstruct wastewater main under Myrtle and Laurel Streets.
    - Repair wastewater main between the Schofield Bridge and Riverfront Way.
    - Study the feasibility of constructing a new wastewater line near E Railroad.
- Water

- Replace water valves throughout the URD.
- Replace fire hydrants throughout the URD.

3) OTHER PUBLIC INFRASTRUCTURE & FACILITIES IMPROVEMENTS

Projects involving the improvement of other public properties, facilities and right of way for the purposes of facilitating tourism, open space, wayfinding, and beautification. This category also involves contributions to levy construction and riverfront improvements.

Specific identified projects include, but are not limited to:

- Improve Port Dock Road, as identified in the Waterfront and Downtown Plan (including landscaping, signage, and other tourism related improvements)
- Construct new public restroom in Rainbow Plaza or other suitable in the vicinity
- Improve "Heart of the Dunes" signage and landscaping at intersection of Port Dock Road, OR Hwy 38, and US Hwy 101
- Design and install wayfinding signs (tourism-related)
- Complete the levee improvement projects designed by Anderson Perry and funded in part by FEMA and the State of Oregon (in progress as of the date of this report); gain U.S. Army Corps of Engineers certification for the levee

4) PROPERTY ACQUISITION

Acquisition of key property within the Area in the furtherance of Plan goals and objectives and to accomplish the categories of projects described in this section. Properties in this category will be acquired from willing sellers for uses such as assembling larger opportunity sites for development or "banking" key properties for later development. These projects may include, but are not limited to, funding the costs of purchase, lease, or option, and transactional costs of negotiation, purchase, carrying costs, financing, planning, improving, marketing and/or selling, leasing, optioning, or other disposition of the property.

5) URBAN RENEWAL PLANNING AND ADMINISTRATIVE

Funding to pay for the on-going administrative costs of the Plan including but not limited to management, public outreach, finance and budgeting, and all other administrative costs associated with implementing the Plan. In addition, administrative costs may include but are not limited to, additional planning processes, technical studies, architectural, engineering, design, and economic services, marketing materials, and other processes required to procure these services.

Technical and financial assistance for redevelopment and development in the form of site, market, and feasibility studies; predevelopment analyses; engineering, planning, and/or design activities; environmental assessments; and/or investigation of barriers to redevelopment in support of the goals of the Plan.

Specific identified projects include, but are not limited to:

- Inventory the location/absence and condition of streets, sidewalks, lighting, sanitary sewer, and water lines and prepare a phasing schedule to improve to City standards.
- Maintain and implement a Business Improvement Low Interest Loan/Grant Program

IV. PROPERTY ACQUISITION AND RELOCATION PLAN

The Plan allows for making potential contributions, in part or in whole, to the acquisition of right-of-way for transportation improvements, utilities, open space and trails, wetland mitigation, storm water management, natural resource enhancements, and other public uses, or sites for public facilities. The City of Reedsport Transportation System Plan, Parks Master Plan, Trails Plans, and other planning documents shall guide the location and alignment of these improvements. Such property would be retained for public use and might be purchased at any time during the life of the Plan, without amendment.

The Plan also allows for the potential acquisition from willing sellers of land parcels for economic development purposes such as land banking or land assembly of key sites. Such property might be purchased at any time during the life of the Plan. The Agency may make land in the Area available to private developers or to public bodies at a value determined by the Agency to be fair reuse value in order to meet the purposes specified in the Plan, and in accordance with City zoning and code requirements.

There are no anticipated relocation activities required by the projects as outlined in this Plan. If such necessity arises during the execution of this Plan, all relocation activities will be undertaken, and payments made in accordance with the requirements specified in the ORS 35.500 et seq. If temporary or permanent relocation of residents or businesses are required by action of the Reedsport Urban Renewal Agency under this Plan, the Agency will follow applicable local, state, and federal laws.

V. METHODS OF FINANCING

A. General Description of Financing Methods

The Agency may borrow money and accept advances, loans, grants, and any other form of financial assistance from the federal government, the state, the county or other public body, or from any sources, public or private, for the purposes of undertaking and carrying out the projects and intents of this Plan. This Plan also authorizes any other financing methods, public or private, allowed to an Urban Renewal Agency under ORS 457.

The primary anticipated source of funding for carrying out this Plan and its projects, in part or in whole, is Tax Increment Financing as authorized in Section 1c, Article IX of the Oregon Constitution and ORS 457. This Plan allows for a division of ad valorem taxes under ORS 457.220 to ORS 457.440. Other funding sources may be leveraged to assist in completion of Plan projects as allowed by ORS 457.

Revenues obtained by the Agency will be used to pay or repay costs, expenses, advancements, and indebtedness incurred in planning or undertaking project activities or otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of this Plan.

B. Maximum Indebtedness

The limit on maximum indebtedness allowed under this Plan by the calculation method described in ORS 457.190(4)(c) and amended by the calculation method described in ORS 457.220(4)(a) and (b), is nine million, nine hundred nineteen thousand dollars ($9,919,000).[1]

In keeping with ORS 457.190(4)(d) the total maximum indebtedness may be increased annually on July 1 of each year to reflect inflation of construction and other costs involved in the Plan projects. The amount of inflation which has occurred since initial adoption shall be calculated using the Consumer Price Index.

C. Prior Indebtedness

Any indebtedness permitted by law and incurred by the City or the Agency in connection with planning and preparation of this Plan may be repaid from tax increment revenues from the Area when and if such funds are available.

VI. PLAN AMENDMENTS

The Plan anticipates the possibility of both minor and substantial amendments becoming necessary in response to future changes in economic conditions, land use, and other factors. In accordance with ORS 457.220, any substantial amendment to the Plan shall, before being carried out, be approved, and recorded in the same manner as called for in the original plans adopted under the requirements of ORS 457.

For the purposes of the document, "Substantial Amendment" means:

- Adding land to the Area, except for an addition of land that totals not more than one (1) percent of the existing area of the Reedsport Urban Renewal Area. The aggregated total of all additions to the Plan may not exceed 20% of the total land area in the original boundary.
- Increasing the maximum amount of indebtedness that can be issued or incurred under the Plan. The aggregated total of all additions may not exceed 20% of the original maximum indebtedness, after adjustment for inflation as described in ORS 457.220(4)(b).

All amendments or changes in this Plan which are not Substantial Amendments, as specified above, shall be considered Minor Amendments. Minor amendments to the Plan shall be approved by Resolution of the Agency.

Presentation of any amendment to the Agency or City Council shall be accompanied by the recommendations of staff.

Amendments to the City of Reedsport Comprehensive Plan or other adopted zoning and development regulations of the City of Reedsport that affect property in the Area shall govern land use in the Area and do not require separate approval by a Plan amendment.

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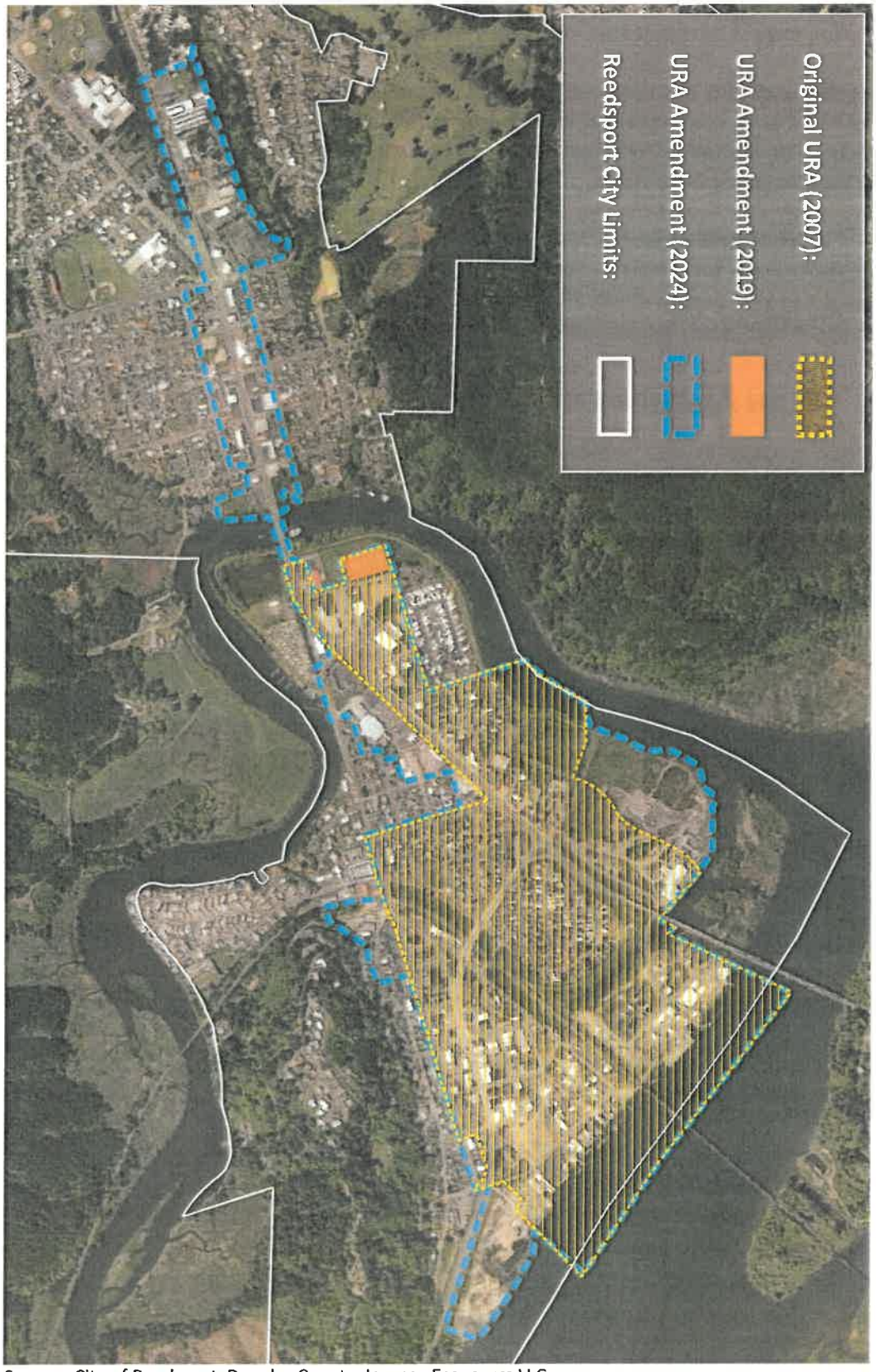
[1] Maximum Indebtedness Amended 2024
Original Maximum Indebtedness (2007): $5,623,336
Inflation 7/2007 – 12/2023 (CPI, Bureau of Labor Statistics): 147%
Maximum Indebtedness Inflated: $8,266,304
20% Statutory Increase for Substantial Amendments (2024): $9,919,565

APPENDIX A - REEDSPORT URBAN RENEWAL AREA MAP



Source: City of Reedsport, Douglas County, JOHNSON ECONOMICS LLC

APPENDIX B – LEGAL DESCRIPTION

The following is a legal description, prepared by surveyor, of the boundary of Reedsport Urban Renewal Area. Because an originally adopted in 2007, and expanded in 2019 through minor amendment, and 2024 through Substantial Amendment, this section is presented in multiple sections. The original boundary was not reduced in any area via Amendment, but only added to as described in the second section of this Appendix.

REEDSPORT URBAN RENEWAL BOUNDARY – 2007

[PLACEHOLDER]

ADDITIONS TO THE REEDSPORT URBAN RENEWAL BOUNDARY - 2024

The boundary adopted in 2007, as described above, was amended in 2024 via the addition of the area described in the following pages.

[PLACEHOLDER]

DRAFT

REEDSPORT

URBAN RENEWAL DISTRICT

REPORT

ON THE

RENEWAL PLAN

ADOPTED JUNE 2007
(AMENDED 2019, 2024)

REEDSPORT

ACKNOWLEDGEMENTS

City of Reedsport Urban Renewal Agency Board

- Mayor Linda McCollum
- Chuck Miller
- Rich Patten
- Allen Teitzel
- Debby Turner
- Cindy Wegner
- Rob Wright

City of Reedsport Urban Renewal Advisory Committee

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- Leon Bridge
- Robert Gray
- Carey Jones
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- Gary Stine
- Fran Baumgartner
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- John Kollerup
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Prepared by:
JOHNSON ECONOMICS, LLC
THE BENKENDORF ASSOCIATES CORP (2007)

Adopted by Ordinance No. 2007-1075 by the Reedsport City Council on July 9, 2007.
Amended by Ordinance No. UR2019-003 by the Reedsport City Council on December 2, 2019.
Substantial Amendment Adopted by Ordinance [TBD] by the Reedsport City Council on May 6, 2024.

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I. INTRODUCTION

This Urban Renewal Report (Report) accompanies the Reedsport Urban Renewal Plan (Plan) and has been prepared to provide background information on the Plan to the Reedsport Urban Renewal Agency, the City of Reedsport (City) Planning Commission and City Council, and the community. The Report has been prepared to comply with State law regarding Urban Renewal (ORS 457.085) and provides supporting documentation to the Reedsport Urban Renewal Plan.

The Plan and Report were adopted in 2007, amended in 2019, and amended in 2023. The 2019 amendment added 2 acres to the west of 16th Street to the Urban Renewal Area (URA) boundary; as an addition of less than 1% of the URA land area, this was adopted as a Minor Amendment. The 2024 Substantial Amendment extended the plan period, revised the Plan project list, revised the Urban Renewal Area boundary, and adjusted the maximum indebtedness.

II. DESCRIPTION OF EXISTING CONDITIONS

The Reedsport Urban Renewal Area (URA or Area) boundary is shown in Figure 1.

EXHIBIT 1: REEDSPORT URBAN RENEWAL AREA

Source: City of Reedsport, Douglas County, JOHNSON ECONOMICS LLC

Reedsport's Urban Renewal Area encompasses a majority of downtown, all of Old Town, and all of the waterfront.

Exhibit 1 shows the Area as originally adopted in 2007 (in yellow), the area added through amendment to the Plan in 2019 (in orange), and the expansion area added through amendment to the Plan in 2024 (in blue).

A. Physical Conditions

1. GENERAL DESCRIPTION

The Area, as amended, encompasses a total of 0.55 square miles (including existing public street rights of way and waterways) or 351.5 acres and includes 543 tax lots. All of the Renewal Area is within the Reedsport city limits.

The Renewal Area is located as depicted in Exhibit 1.

2. EXISTING LAND USE

The land uses within the Urban Renewal Area vary and include a range of commercial, industrial, residential, and governmental uses. Most of the land within the Area is utilized by commercial and industrial entities (including Old Town commercial businesses and waterfront tourist-commercial and industrial businesses). There are also residential neighborhoods within the Area, mostly located between Winchester and 101, in the 8th and 9th Street areas. And governmental offices, including City Hall and the Reedsport police and downtown fire station.

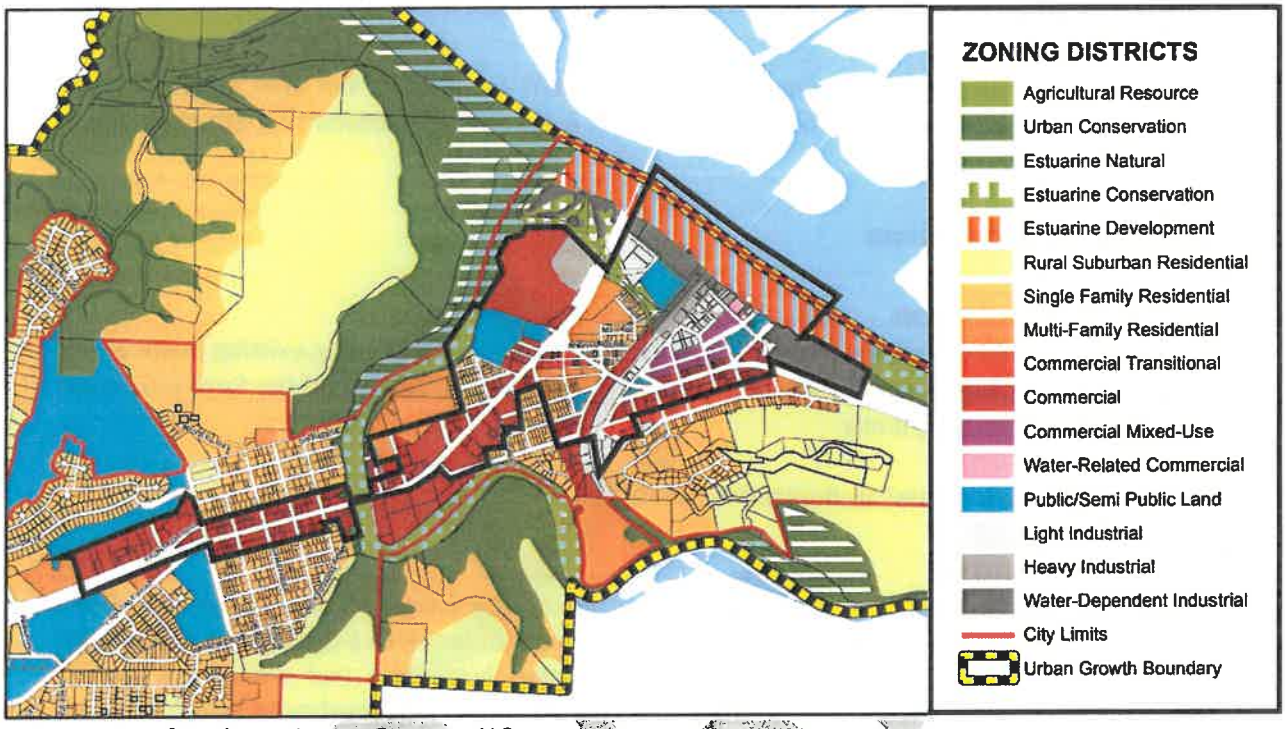
3. COMPREHENSIVE PLAN AND ZONING DESIGNATIONS

The City's Comprehensive Plan, 2013 Waterfront and Downtown Plan, and Municipal Code contain plans and policies which apply to the properties within the Renewal Area. These plans and policies generally envision commercial, tourist commercial, and mixed-use (commercial-residential) use within the Renewal Area.

It should be noted that in 2013, the City amended its Comprehensive Plan text, zoning map, and Municipal Code text, to (a) incorporate the 2013 Waterfront and Downtown Plan policies and (b) re-zone properties from industrial and commercial to Commercial Mixed Use. These amendments were, in part, in pursuit of the goals of the Urban Renewal District Plan (specifically eliminating code-based barriers to revitalizing the downtown and waterfront for commercial, tourist commercial, and mixed use commercial-residential use).

All of the Urban Renewal Area is located within the City limits, and all of it is located within the City of Reedsport Urban Growth Boundary (UGB). The City of Reedsport has designated the land uses for the entire area within its UGB in its Comprehensive Plan. (See Exhibit 2 – URA Zoning Designations.)

EXHIBIT 2: REEDSPORT URA - ZONING DESIGNATIONS



Source: City of Reedsport, JOHNSON ECONOMICS LLC

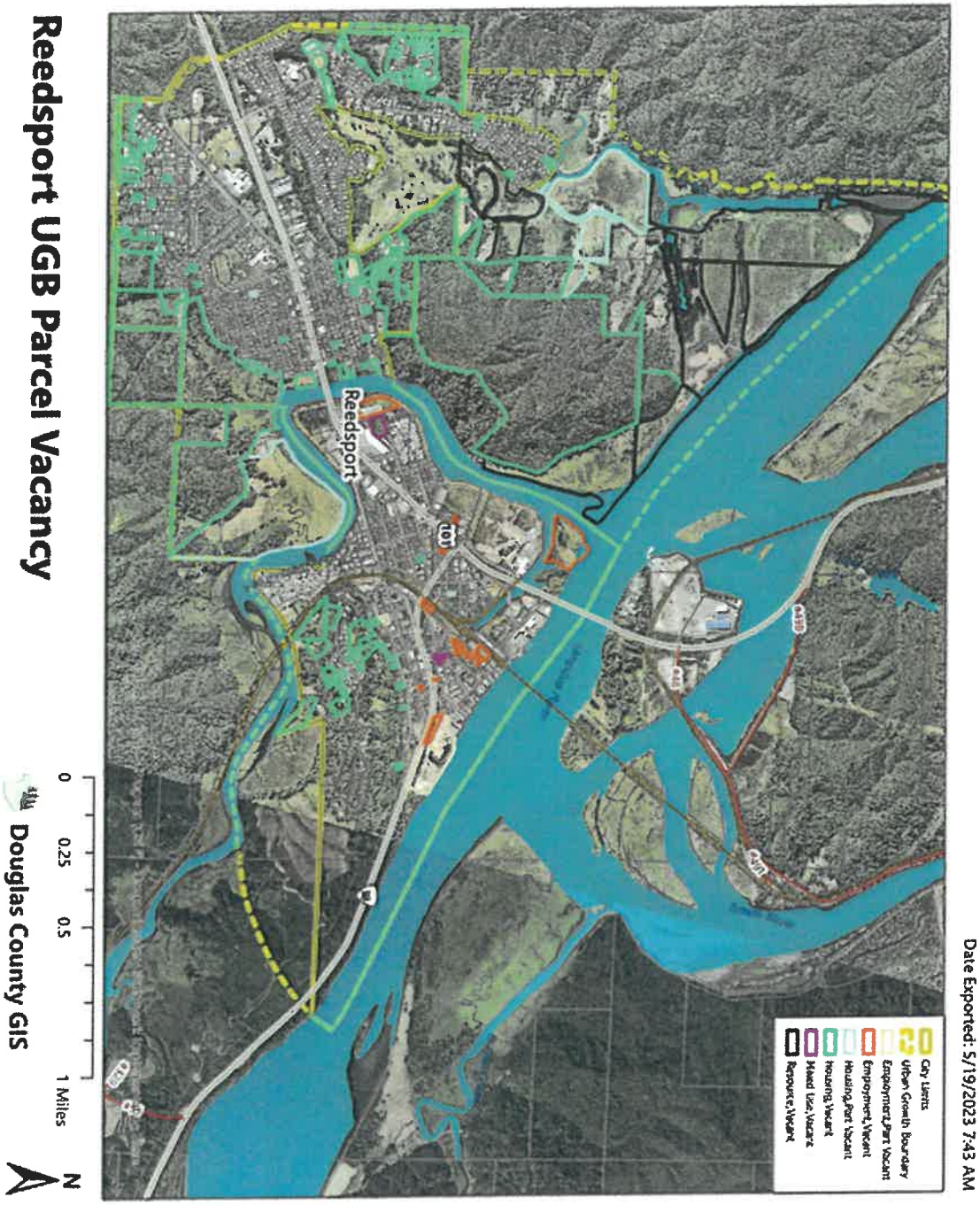
4. LAND USE ANALYSIS

In general: the areas along Hwy 101 and Winchester are used for commercial and light-industrial uses, the lands behind those corridors are used for residential uses, and the downtown and waterfront are used for a combination of commercial and industrial uses. Many of the industrial lands are not utilized to the extent they were in the past; former waterfront industrial uses have ceased and/or been replaced by reduced-scale industrial uses.

Underutilized and Vacant Land:

There exists a significant amount of vacant and under-utilized land within the District. Exhibit 3 (following page) depicts vacant and part-vacant land identified for potential residential and/or mixed-use development or redevelopment, as of the time of the 2023 Reedsport Buildable Land Inventory (BLI). Many of the remaining buildable parcels fall within the URA boundary.

EXHIBIT 3: REEDSPORT URA – BUILDABLE LAND INVENTORY (2023)



Source: City of Reedsport Economic Opportunities and Housing Needs Analysis, FCS Group

Incompatible Uses:
In some areas within the District (depicted below in pink) there exist incompatible uses. These areas are zoned in such a way as to enable the eventual transition of these areas to commercial and commercial mixed use.

EXHIBIT 4: REEDSPORT URA – AREAS WITH SOME IDENTIFIED INCOMPATIBLE USES, CENTRAL REEDSPORT

Source: City of Reedsport

B. Social and Economic Conditions

The following section provides an overview of current demographic and economic data in the Area. The social and economic conditions of the community were drawn from the Housing Needs Analysis prepared in 2023 by FCS Group, at the time of Substantial Amendment to the Plan. Other data is drawn from the 2020 Decennial Census, or the most recently available Census American Community Survey (5-year data, 2017-2021).

1. POPULATION

In 2022, the City of Reedsport's population was 4,324 (July 1 estimate by Portland State University Population Research Center). The City's population growth has remained relatively flat over the past two decades but has seen an uptick since 2010 (Exhibit 5).

EXHIBIT 5: POPULATION TRENDS (2000-2022)

	2000	2010	2022	2000-2022 AGR
Douglas County	100,399	107,667	111,716	0.49%
City of Reedsport	4,378	4,154	4,324	-0.06%

Source: Population Research Center, Portland State University, April 15, 2020

Note: AGR stands for Annual Growth Rate

Source: City of Reedsport Economic Opportunities and Housing Needs Analysis, FCS Group

PSU forecasts forty-four net new residents will be added to the Reedsport Urban Growth Boundary (UGB) over the next 20 years (see Exhibit 6).

EXHIBIT 6: POPULATION PROJECTIONS (2023-2043): DOUGLAS COUNTY AND REEDSPORT UGB

	2023	2043	2023-2043 Change	AGR
Douglas County	111,717	116,147	4,430	0.19%
Reedsport UGB	4,480	4,524	44	0.05%

Sources: Population Research Center, Portland State University

Note: AGR stands for Annual Growth Rate

Source: City of Reedsport Economic Opportunities and Housing Needs Analysis, FCS Group

The age characteristics of the population are described in the following table.

EXHIBIT 7: POPULATION BY AGE GROUP

Age	Percent
Under 18 years	20%
18 to 24 years	7%
25 to 64 years	43%
65 years and over	30%
Median age (years)	
Reedsport	51.1
Douglas County	47.0
Oregon	39.3

Source: American Community Survey, 2021

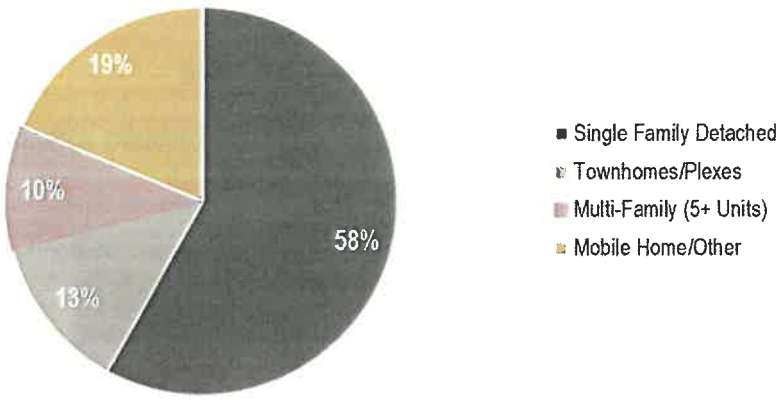
2. HOUSING

In 2020, there were 2,028 housing units in the City of Reedsport of which 1,797 units were classified as occupied and 231 units were classified as vacant or used for seasonal use only.

Single-family detached housing is the most prevalent housing type, representing 58% of the existing housing inventory within the City. The remaining housing inventory includes mobile homes (19%), townhomes and -plexes (13%), and multi-family (10%) as shown in Exhibit 7.

EXHIBIT 8: EXISTING HOUSING MIX AND TENANCY, 2020, CITY OF REEDSPORT

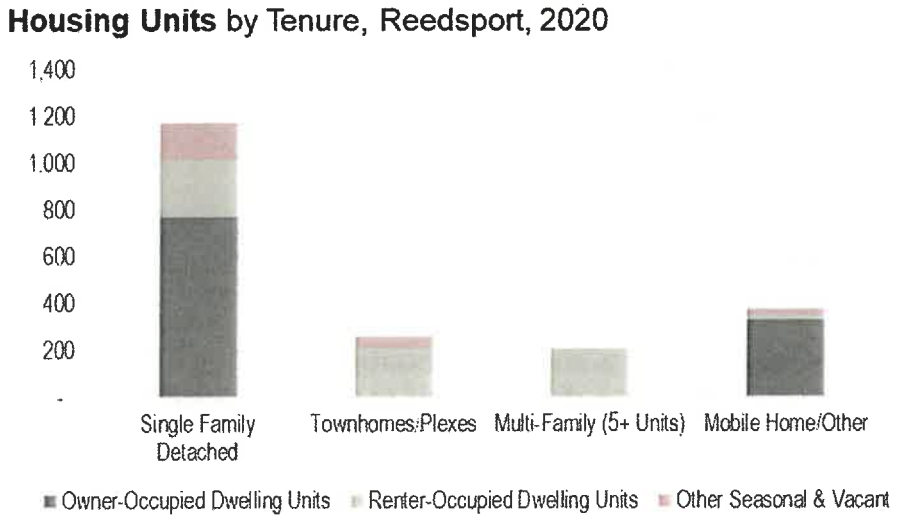
Housing Units by Housing Type, Reedsport, 2020



Source: City of Reedsport Economic Opportunities and Housing Needs Analysis, FCS Group

Owner-occupied housing represents 55% of the housing inventory and renter-occupied housing accounts for 34% of the inventory. The remaining 11% of the inventory is classified as vacant or used for seasonal use (Exhibit 8). Vacancy, as defined by the Census, includes vacant dwellings as well as units used for seasonal and occasional occupation (for example: second homes). Seasonal occupancy is not synonymous with vacation rentals; vacation rentals may exist across all housing unit types.

EXHIBIT 9: EXISTING HOUSING MIX AND TENURE, CITY OF REEDSPORT



Source: City of Reedsport Economic Opportunities and Housing Needs Analysis, FCS Group

INCOME

The following table illustrates estimated household income groups in Reedsport, as of 2021. The median household income is $42,340, which is roughly 60% of the statewide median.

EXHIBIT 10: HOUSEHOLD INCOME, CITY OF REEDSPORT

Income Groups	Percent
Less than $10,000	6.6%
$10,000 to $14,999	6.1%
$15,000 to $24,999	22.2%
$25,000 to $34,999	8.7%
$35,000 to $49,999	11.8%
$50,000 to $74,999	18.5%
$75,000 to $99,999	8.2%
$100,000 to $149,999	11.0%
$150,000 to $199,999	6.2%
$200,000 or more	0.7%
Median income (dollars)	$42,340
Mean income (dollars)	$59,345

Source: American Community Survey, 2021

EMPLOYMENT

Jobs and payroll have both shown positive gains in the City of Reedsport, since 2015. Total estimated 2022 employment stands at 1,174, up from 1,098 in 2015 (an increase of 74 new jobs between 2022 and 2015). As shown in Exhibit 11, most job gains have been in the services sector, which includes health care (e.g., clinics, hospital, doctors), business services (e.g., accounting and law firms) and personal services (e.g., salons and day care centers).

For comparison: more recent Oregon Employment Department data indicates that total non-farm employment within Douglas County increased by approximately 10 jobs between July 2021 and July 2022.

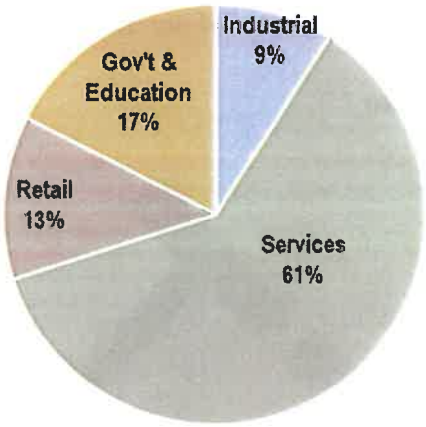
EXHIBIT 11: ANNUAL EMPLOYMENT ESTIMATES, CITY OF REEDSPORT, 2015-2022

Sector	2005	2010	2015	2019	2022 est.
Industrial	274	214	237	103	106
Services	684	643	581	676	716
Retail	145	110	130	144	148
Govt & Education	189	187	150	197	204
Total	**1,292**	**1,154**	**1,098**	**1,120**	**1,174**

U.S. Census On the Map data 2005-2019, extrapolated to 2022.

Source: City of Reedsport Economic Opportunities and Housing Needs Analysis, FCS Group

EXHIBIT 12: EMPLOYMENT BY SECTOR, CITY OF REEDSPORT, 2022 EST.



Source: City of Reedsport Economic Opportunities and Housing Needs Analysis, FCS Group

As indicated in Exhibit 9, the current mix of employment within the City of Reedsport is dominated by services (61%) followed by government/education (17%), retail (13%) and industrial jobs (9%).

C. Renewal Area Qualifications

1) The City's urban renewal area may not exceed 25% of the City's land area in total (ORS 457.420).

The Area (as amended in 2024) is approximately 351.5 acres. There are approximately 1,432 acres inside Reedsport city limits, according to County data. Thus, the amended Urban Renewal Area represents 24.5% of the total area in Reedsport, within the 25% acreage limitation allowed to urban renewal areas under state statute.

2) The City's urban renewal area may not exceed 25% of the City's assessed value (ORS 457.420). According to the latest available data from the Douglas County Assessor:

- The City of Reedsport contained a total taxable assessed value (TAV) is an estimated $308.9 million in the 2023/24 tax year.
- The Urban Renewal Area (as amended in 2024) contains a frozen base TAV was $61.1 million as of 2023/24. (The total estimated TAV (frozen base plus incremental) was $75.1 million.)
- The resulting URA share of total City TAV is 24.3%.

The Plan meets the statutory qualifications for acreage and assessed value.

D. Impacts on City Services and Costs

The Plan establishes a framework for encouraging private development and redevelopment of land and rehabilitation of buildings within the Area. Service needs and costs are based on the land use designations contained in the Comprehensive Plan, and it is not anticipated that Plan activities will increase growth beyond what is already allowed for under current designations. Therefore, the Plan is not expected to result in service demands or costs beyond what is already envisioned by the City for the Area.

In general, implementation of the Plan should have a positive impact on the cost-effective delivery of municipal services. Redevelopment within the Area is expected to increase the permanent taxable value of the area, providing Tax Increment Financing (TIF) revenue for the district to provide for new and reconstructed infrastructure during the life the plan, and ongoing city revenue after expiration of the plan.

The impacts of the Tax Increment Financing (TIF) mechanism on the City of Reedsport and other taxing jurisdictions are detailed in Section VIII of this report.

III. Reasons for Selection of the Renewal Area

The following presents the reasons the Urban Renewal Area was selected in 2007 and the reasons the amended Area was selected in 2023. Progress has been made on many of these issues since 2007; that progress is planned to continue through ongoing implementation of this plan.

A. Reasons for Selection of Area

The geographic area of the City was selected for an Urban Renewal District to eliminate the inhibiting conditions to economic development and improve the condition and quality of the businesses and residences. The major conditions limiting the productive use of this area for urban purposes are described below.

The 2007 analysis revealed the following conditions which constitute "blight" within the boundary; these conditions remain in 2023:

1. Depreciated Values and Reduced Utilization of the Area

There are vacant and partially vacant properties throughout the urban renewal area which represents a stagnant and unproductive condition of land which has the potential for contributing to the economic health of the City.

2. Incompatible Land Uses and Vacant Land

A portion of the urban renewal area has a mix of incompatible land uses, as depicted by Exhibit 4.

3. Inadequate Storm Drainage, Water, and Sewer

The aging infrastructure in the downtown area contributes to the cost of redevelopment and therefore can deter private investment in the area. The Capital Improvement Plan (CIP) identifies the need to replace water, sewer, and stormwater infrastructure throughout the Area.

4. Obsolete and deteriorated buildings

There are a substantial number of structures (residential, commercial, and industrial) in the Area which are deteriorated and would benefit from minor and major rehabilitation.

5. Unimproved Streets and Sidewalks

There are many streets in the Area that are substandard. These streets lack curbs, gutters, and sidewalks. Several of these streets are also in need of resurfacing. The (CIP) has also identified the need for bicycle pathways and proper bike path signing, striping and symbols alerting automobile drivers.

TIF is a viable funding source to address these challenges and provides a dependable source of financing to bring new and expanded infrastructure into the Area. This financing tool also allows for investments in public improvements across the Area. Ideally, these types of public improvement projects can be planned and phased to set the stage for future private redevelopment.

At the time of the amendment to the Plan (2024), TIF has proven successful in portions of the original boundary but is needed to facilitate the continued improvements.

B. Addressing Conditions of Eligibility for Urban Renewal

ORS 457.010 defines conditions that must be present in order for an area to be eligible to adopt an urban renewal program. The Area meets the statutory definition of need and eligibility in the following ways:

- Existing conditions within the Area include significant obstacles to the successful development of a thriving town center for residents, employers, and visitors. Achieving this transformation is in keeping with adopted local plans. Some local buildings feature deterioration, obsolete design, and condition (ORS 457.010(1)(a)).
- The Area currently features some areas where lot patterns and lay outs will inhibit the efficient division or aggregation of the properties into usable medium to large development sites (ORS 457.010(1)(c)).
- Area-wide solutions to storm water and flood management and community open space are necessary to unencumber some redevelopment sites. These conditions demonstrate the laying out of property or lots in disregard to contours, drainage, or other physical conditions of the terrain (ORS 457.010(1)(d)).
- The Area features inadequate or improper public infrastructure to meet anticipated needs of development. It is highly unlikely that private developers can provide the needed improvements to infrastructure and will need public investment to help serve new projects. There is a demonstrated persistence of inadequate transportation facilities and utilities to meet public benefit and add value. (ORS 457.010(1)(e)).
- The existence of properties or lots or other areas that are subject to inundation by water. (ORS 457.010(1)(f)).
- There are properties under-developed to an extent that tax receipts are inadequate for the cost of infrastructure and public improvements that are needed to fulfill the redevelopment policy direction, contained in the adopted local plans and zoning districts (ORS 457.010(1)(g)).
- The Area has a lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety, and welfare (ORS 457.010(1)(h)).

IV. Relationship Between Projects to be Undertaken and Existing Conditions in the Area

The following project categories are designed to address the existing conditions in the Area and alleviate conditions of "blight" as defined above and in accordance with ORS 457.010. The types of projects include:

- Transportation improvements
- Water, sewer, and stormwater improvements
- Other public infrastructure or facilities
- Property acquisition and disposition
- Technical and financial assistance for property owners
- Area planning and administrative costs

These projects are directly related to overcoming the limitations of existing conditions, in order to prepare for and facilitate new development in the Area as envisioned in local objectives. Existing conditions hamper this development with inadequate infrastructure; deteriorating and/or underutilized properties; flood and stormwater challenges; and other deficiencies. The projects are meant to preemptively address a range of issues, so that properties are closer to development-ready for residents and employers.

Some improvements may extend outside of the boundaries of the Area to the extent that the improvements are necessary to meet the service needs of the Area as it redevelops in accordance with the Plan, or to alleviate the external impacts generated from the development envisioned within the Area.

Other project categories provide for potential public facilities to serve the Area, technical assistance to businesses and developers, and the Urban Renewal Agency's administrative costs. These categories are related to assisting the build-out of the Area as envisioned and ensuring local land users have sufficient services.

The Agency, or its approved designee, will be responsible for managing the projects and programs throughout the Area. Administrative costs reflect the projected expense over the life of the Plan.

V. PROJECT COSTS & TIMING

The Report accompanying the Plan must identify anticipated projects including estimated costs and timeline for completion. Estimated budget and project timelines represent best and good faith estimates at the time of adoption/amendment. These estimates may change due to changing market or economic conditions over the life of the Plan. Because engaging in many of the Plan projects will be timed to coordinate directly to private investments, the schedule for projects is speculative.

The primary anticipated source of funding for carrying out this Plan and its projects, in part or in whole, is Tax Increment Financing as authorized in Section 1c, Article IX of the Oregon Constitution and ORS 457. In addition, the Agency may borrow money and accept advances, loans, grants, and any other form of financial assistance from the federal government, the state, the county or other public body, or from any sources, public or private, for the purposes of undertaking and carrying out the projects and intents of the Plan. The Plan also authorizes any other financing methods, public or private, allowed to an Urban Renewal Agency under ORS 457.

The following is a description of each of the possible project categories, with estimated budget and completion date. This is a non-exclusive list of *potential* projects. The Agency reserves the right to ultimately not pursue any or all of the listed projects in response to changing circumstances, priorities, or resources. The Agency also may at any time add projects that otherwise qualify as Urban Renewal activities under ORS 457. The estimated budget was adjusted at the time of amendment (2023) to reflect inflation as measured by CPI, and additional projects in the boundary.

1) TRANSPORTATION PROJECTS

Physical road improvements and related improvements to increase accessibility, allow sufficient traffic circulation, improve mobility, and reduce congestion from existing and new development. Projects may include right-of-way acquisition, and the construction, extension, improvement, or other physical changes to transportation infrastructure including but not limited to streets, intersections, bike facilities, sidewalks, lighting, signaling, signage, landscaping, access and other improvements.

Specific identified projects include, but are not limited to:

- Improve Port Dock Road, as identified in the Waterfront and Downtown Plan (including sidewalks)
- Resurface Winchester Avenue between the railroad crossing and N 6th Street
- Install quiet zone railroad crossing gates to the railroad crossings on Winchester and Hwy 38

Estimated Project Costs: *$2,000,000*
Estimated Project Timeline: *In phases over life of district.*

2) WATER, SEWER, AND STORMWATER PROJECTS

Physical improvements which improve, extend, or increase capacity of public utilities and utility-related land, easements, and facilities in order to serve the Area and/or accompany transportation improvements as appropriate. Projects may include, but are not limited to, physical above- or below-ground improvements which facilitate the provision of water, storm water, sewer, and other public services to the Area, including regional storm water solutions.

Specific identified projects include, but are not limited to:

- Stormwater
  - Replace all stormwater catch basins within the URD
  - Replace the Elm Street stormwater pump station and outflow(s)
  - Replace stormwater main lines under Winchester and Elm Streets, between the City shop (near 7th & Winchester) to the Elm Street pump station
- Wastewater
  - Upgrade 12th & Juniper wastewater pump station
  - Reconstruct wastewater main under Myrtle and Laurel Streets
  - Repair wastewater main between the Schofield Bridge and Riverfront Way
  - Study the feasibility of constructing a new wastewater line near E Railroad
- Water
  - Replace water valves throughout the URD
  - Replace fire hydrants throughout the URD

Estimated Project Costs: *$3,700,000*
Estimated Project Timeline: *In phases over life of district*

3) OTHER PUBLIC INFRASTRUCTURE & FACILITIES IMPROVEMENTS

Projects involving the improvement of other public properties, facilities and right of way for the purposes of facilitating tourism, open space, wayfinding, and beautification. This category also involves contributions to levy construction and riverfront improvements.

Specific identified projects include, but are not limited to:

- Improve Port Dock Road, as identified in the Waterfront and Downtown Plan (including landscaping, signage, and other tourism related improvements)
- Construct new public restroom in Rainbow Plaza or other suitable in the vicinity

- Improve "Heart of the Dunes" signage and landscaping at intersection of Port Dock Road, OR Hwy 38, and US Hwy 101
- Design and install wayfinding signs (tourism-related)
- Complete the levee improvement projects designed by Anderson Perry and funded in part by FEMA and the State of Oregon (in progress as of the date of this report); gain U.S. Army Corps of Engineers certification for the levee

Estimated Project Costs: *$3,000,000*
Estimated Project Timeline: *In phases over life of district*

4) PROPERTY ACQUISITION

Acquisition of key property within the Area in the furtherance of Plan goals and objectives and to accomplish the categories of projects described in this section. Properties in this category will be acquired from willing sellers for uses such as assembling larger opportunity sites for development or "banking" key properties for later development. These projects may include, but are not limited to, funding the costs of purchase, lease, or option, and transactional costs of negotiation, purchase, carrying costs, financing, planning, improving, marketing and/or selling, leasing, optioning, or other disposition of the property.

Estimated Project Costs: *$1,000,000*
Estimated Project Timeline: *Life of district*

5) URBAN RENEWAL PLANNING AND ADMINISTRATIVE

Funding to pay for the on-going administrative costs of the Plan including but not limited to management, public outreach, finance and budgeting, and all other administrative costs associated with implementing the Plan. In addition, administrative costs may include but are not limited to, additional planning processes, technical studies, architectural, engineering, design, and economic services, marketing materials, and other processes required to procure these services.

Technical and financial assistance for redevelopment and development in the form of site, market, and feasibility studies; predevelopment analyses; engineering, planning, and/or design activities; environmental assessments; and/or investigation of barriers to redevelopment in support of the goals of the Plan.

Specific identified projects include, but are not limited to:

- Inventory the location/absence and condition of streets, sidewalks, lighting, sanitary sewer, and water lines and prepare a phasing schedule to improve to City standards.
- Maintain and implement a Business Improvement Low Interest Loan/Grant Program

Estimated Project Costs: *$1,200,000*
Estimated Project Timeline: *Life of district*

EXHIBIT 13: SUMMARY OF ESTIMATED PROJECT COSTS

Project Category	Cost	
Transportation	$2,000,000	18%
Water/Sewer/Stormwater	$3,700,000	34%
Public Infrastructure (Other	$3,000,000	28%
Property Acquisition	$1,000,000	9%
Planning	$1,200,000	11%
	$10,900,000	

V. CITIZEN PARTICIPATION

The activities and projects identified in the Plan and Report were undertaken with the participation of citizens of the community and businesses within the Renewal Area.

The City staff appointed an Advisory Committee made up of representatives of the City Council, Port of Umpqua, Discovery Center, existing businesses and citizens interested in the future of the City. The Advisory Committee met approximately every month beginning in January through June, 2007. In addition, the City presented the idea and feasibility of an urban renewal district at a public meeting in September 2006 and the proposed district and plan on June 13, 2007.

On June 26th the Reedsport Planning Commission conducted a public meeting and reviewed the Draft Urban Renewal Plan and Report for consistency with the City's Comprehensive Plan and Zoning Ordinance. On July 9th, the Urban Renewal Agency and the City Council conducted public hearings on the Urban Renewal Plan and Report.

In addition, in accordance with ORS 457.120, all property owners of the City of Reedsport were notified in writing by the City of the intent of the City Council to adopt the Urban Renewal Plan and Report on July 9, 2007. The Substantial Amendment (2023) followed the notice and adoption procedures of the original Plan, as required under ORS 457.

VII. RELOCATION REPORT

The Agency does not intend to undertake activities in the Area that would require relocation under ORS 457.087. Therefore, no relocation report is included in this Report.

According to ORS 457.087 (9) a relocation report shall include:

(a) An Analysis of existing residents or businesses required to relocate permanently or temporarily as a result of agency actions under ORS 457.170;

(b) A description of the methods to be used for the temporary or permanent relocation of persons living in, and businesses situated in, the Area in accordance with ORS 35.500 to 35.530; and

(c) An enumeration, by cost range, of the existing housing units in the Area to be destroyed or altered and new housing units to be added.

If such a necessity arises during the execution of this Plan, all relocation activities will be undertaken, and payments made in accordance with the requirements specified in the ORS 35.500 et seq. If temporary or permanent relocation of residents or businesses are required by action of the Reedsport Urban Renewal Agency under this Plan, the Agency will follow applicable local, state, and federal laws.

VIII. FINANCIAL ANALYSIS OF THE PLAN

A. Anticipated Tax Increment Revenues

The following table presents the estimated projection of Tax Increment Financing (TIF) revenues to the Area over a total 35-year period beginning in the year of Plan adoption 2007/8 (and ending tax year 2043/44 (20 years following Substantial Amendment). This updated forecast period reflects the realized growth of TIF between 2007 and 2023.

The tax increment is the difference between the total assessed value in the Area in a given year, and the total assessed value in the Area at the time the Plan is approved. At the time of approval, ad valorem tax revenue from all applicable taxing jurisdictions is "frozen" at current levels, and all additional revenue which results from growth of assessed value in the Area provides TIF revenue to the Agency to fund activities of the Plan.

The following table (Exhibit 14) presents projected TIF revenue based on a set of assumptions of how the land uses within the Area will develop over time. The value of existing land and improvements is assumed to appreciate at a standard 3% per year for real property.

Under the assumptions for development of the Area and general annual appreciation, TIF revenue is projected to be over $12.3 million over the life of the district. Revenue sharing with other taxing jurisdictions is mandatory after annual TIF revenue passes 10% of the *initial* adopted maximum indebtedness of the Plan ($5.62 million) and TIF revenue may not exceed 12.5% of initial maximum indebtedness[1]. The revenue sharing is projected to begin in Year 25 (2032/33). Annual TIF revenue is not expected to reach the cap of 12.5% of initial maximum indebtedness during this forecast period.

The forecasted levy rate (17.7729/$1,000 of Assessed Value) represents the levy which is subject to division of taxes under the Plan. It does not include the rates of exempt local levies and general obligation bonds dating after October 2001, as these are exempt from division of taxes under the urban renewal statutes.

The TIF revenue forecast includes an assumption of reduced revenue due to Measure 5 tax compression. The forecast assumes a loss of revenue to compression equal to the average annual rate of compression experienced since 2008 (-7.2%).

[1] ORS 457.470(2)

EXHIBIT 14: PROJECTED TAX INCREMENT REVENUE
REEDSPORT URBAN RENEWAL AREA FORECAST

URA Year	Tax Year	Frozen Base	Incremental Assessed Value	Shared Incremental Value	Annual TIF Revenue	Cummulative TIF Revenue
Base	2007-8 (Adopted)	$30,843,739	$0	$0	$0	$0
1	2008-9	$30,843,739	$532,372	$0	$9,825	$9,825
2	2009-10	$30,843,739	$4,476,549	$0	$81,975	$91,800
3	2010-11	$30,843,739	$4,182,493	$0	$75,839	$167,639
4	2011-12	$30,843,739	$5,128,924	$0	$85,179	$252,818
5	2012-13	$30,843,739	$5,935,981	$0	$94,032	$346,851
6	2013-14	$30,843,739	$5,522,274	$0	$86,615	$433,465
7	2014-15	$30,843,739	$5,145,500	$0	$79,480	$512,945
8	2015-16	$30,843,739	$7,393,721	$0	$114,262	$627,207
9	2016-17	$30,843,739	$6,900,155	$0	$114,663	$741,870
10	2017-18	$30,843,739	$5,981,748	$0	$93,291	$835,161
11	2018-19	$30,843,739	$5,336,153	$0	$87,966	$923,128
12	2019-20	$30,843,739	$5,894,872	$0	$98,612	$1,021,740
13	2020-21	$30,843,739	$7,983,526	$0	$133,803	$1,155,542
14	2021-22	$30,922,838	$8,492,780	$0	$126,644	$1,282,187
15	2022-23	$30,922,838	$13,919,119	$0	$233,977	$1,516,163
16	2023-24 (Amended)	$30,922,838	$13,968,641	$0	$239,828	$1,755,991
17	2024-25	$61,122,838	$16,221,385	$0	$267,553	$2,023,544
18	2025-26	$61,122,838	$18,541,712	$0	$305,824	$2,329,367
19	2026-27	$61,122,838	$20,931,649	$0	$345,243	$2,674,610
20	2027-28	$61,122,838	$23,393,283	$0	$385,845	$3,060,455
21	2028-29	$61,122,838	$25,928,767	$0	$427,664	$3,488,119
22	2029-30	$61,122,838	$28,540,315	$0	$470,739	$3,958,858
23	2030-31	$61,122,838	$31,230,210	$0	$515,105	$4,473,963
24	2031-32	$61,122,838	$34,000,801	$0	$531,598	$5,005,562
25	2032-33	$61,122,838	$32,943,587	$3,910,923	$543,366	$5,548,927
26	2033-34	$61,122,838	$33,678,417	$6,115,413	$555,486	$6,104,413
27	2034-35	$61,122,838	$34,435,292	$8,386,038	$567,969	$6,672,383
28	2035-36	$61,122,838	$35,214,874	$10,724,782	$580,828	$7,253,210
29	2036-37	$61,122,838	$36,017,842	$13,133,688	$594,072	$7,847,282
30	2037-38	$61,122,838	$36,844,900	$15,614,862	$607,713	$8,454,995
31	2038-39	$61,122,838	$37,696,770	$18,170,470	$621,764	$9,076,759
32	2039-40	$61,122,838	$38,574,195	$20,802,747	$636,236	$9,712,995
33	2040-41	$61,122,838	$39,477,943	$23,513,992	$651,142	$10,364,137
34	2041-42	$61,122,838	$39,549,933	$27,165,446	$652,329	$11,016,466
35	2042-43	$61,122,838	$39,549,933	$31,000,592	$652,329	$11,668,796
36	2043-44	$61,122,838	$39,549,933	$34,950,793	$652,329	$12,321,125

Source: City of Reedsport, Douglas County Assessor, JOHNSON ECONOMICS LLC

B. Financial Feasibility

Under the assumptions for development of the Area and general annual appreciation, TIF revenue is projected to be over $12.3 million over the life of the district.

The estimated total cost for the *potential* projects included in the Plan is $10.9 million (Exhibit 13). TIF revenue may be used to build and/or cover the debt service to fund these projects in part or in whole, over the life of the Plan and until debt service is retired. Other funding sources may be leveraged to assist in completion of Plan projects as allowed by Oregon Revised Statutes (ORS).

The amount of debt assumed by the Area is subject to the maximum indebtedness specified in the Plan (as amended), which is $9.92 million.

It is projected that the TIF generated in the Area shall be sufficient to service debt undertaken under the Plan up to the maximum indebtedness and to fund a majority of projects included in the Plan. Where TIF revenue of the district is insufficient to cover all potential projects listed in the Report, projects will be prioritized and/or other sources of funding will be sought. The Urban Renewal Agency is not obligated to undertake all potential projects identified in the Plan.

C. Anticipated Year in Which Indebtedness Will Be Retired

The Agency reserves the right to assume new indebtedness, up to the maximum amount stated in the Plan, until the projects in the Plan are complete, which may extend debt payment beyond the period shown in the above table. TIF revenue will be dedicated to retiring the debt service of the Area until no such debt remains.

The duration of indebtedness will depend on the terms of bond issuance during the life of the Plan. If bonds of long-term duration are issued near the time when final Plan projects are completed, the debt service for this issuance may extend into additional years.

Revenue sharing with taxing jurisdictions as required by statute is projected to begin prior to the completion of all Plan projects and the retirement of debt. In the projections shown in Exhibit 14, revenue sharing is projected to begin in Year 25. At the time of completion of all Plan projects, any TIF revenue above and beyond that required for debt service may be shared with taxing jurisdictions.

Any and all of these projections and dates are subject to change based on unforeseen events, changes in market and economic conditions, and policy considerations.

D. Statement of Fiscal Impact on Other Jurisdictions under ORS 457.420-440

Tax increment financing will divert property tax revenue to the Agency from local taxing jurisdictions to support redevelopment in the Area. These jurisdictions experience temporary foregone revenues as property taxes are diverted to pay for projects in the Area. Therefore, the use of tax increment financing creates a fiscal impact on the taxing districts that levy taxes within the Area. In general terms, it can be concluded that the Area will have a negative fiscal impact on affected jurisdictions during the life of the Plan and a positive fiscal impact on these jurisdictions after the Plan is retired.

The amount of time the Area will collect TIF revenues is affected not just by the bond market and real estate cycles, but also by the revenue sharing provisions in ORS 457.470. When certain thresholds of annual tax increment revenue collections are achieved, the division of property taxes is adjusted to share a portion of the revenue with the overlapping taxing jurisdictions. This could have the effect of extending the amount of time it will take for the Area to pay for the project investments, but the shared revenues will lessen impacts that taxing jurisdictions may experience while a portion of the property tax revenues are diverted to pay for Plan projects[2].

In the case of this plan, revenue sharing with overlapping taxing jurisdictions will begin with annual TIF revenue exceeds 10% of the *initial* adopted maximum indebtedness of the Plan ($5.62 million) and annual TIF revenue may not exceed 12.5% of initial maximum indebtedness[3]. Thus, revenue sharing begins in the year following the year that TIF revenue first exceeds $562,300 (10%), estimated to be year 25 in the forecast presented in Exhibit 14. TIF revenue is not projected to exceed 12.5% of initial maximum indebtedness ($703k) during the forecast period.

Special conditions for impacts on school districts

School districts are affected differently than other taxing jurisdictions. The State of Oregon manages the State School Fund for all K-12 public schools in the state and allocates monies to districts on a per-pupil basis, not based upon the taxes collected in that district. Therefore, while the Reedsport School District's permanent tax rate is used in the calculation for TIF revenue, the division of taxes does not *directly* affect the district's budget. Property taxes collected on behalf of the Reedsport School District (RSD) and all other Oregon school districts are included in the state funding formula (along with other education revenue sources such as the Oregon Lottery and income tax receipts). The Reedsport Urban Renewal Area will collect tax increment revenues off the RSD divisible rate and could have a marginal impact on the statewide State School Fund but would not directly correlate to revenues forgone by the RSD.

Exhibit 15 (following page) shows the projected impacts on revenue over a 35-year period. This assumes completion of Plan projects and indebtedness by Year 35. This schedule is speculative and may be impacted by borrowing decisions, amendments to the projects or other elements of

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[2] ORS 457 contains provisions by which taxing districts may collectively waive their rights to share in tax increment revenues.

[3] ORS 457.470(2)

the Plan, and other unforeseen factors. (See Appendix 1 for annual estimates of fiscal impact by taxing jurisdiction.)

- Exhibit 15 shows the taxing jurisdictions of the Area and their current permanent tax rates and any temporary levies from prior to October 2001. These rates do not include local levies adopted and general obligation bonds issued since October 2001, which are exempt from division of taxes under the urban renewal statutes. Taxing jurisdictions will continue to receive revenue from these exempt sources from the Area, including sharing the benefits of any growth to taxable assessed value resulting from redevelopment in the Area.

EXHIBIT 15: FORECASTED ANNUAL REVENUE TO TAXING JURISDICTIONS, LIFE OF DISTRICT

			1	2			3	
			Estimated	Revenue After Expiration			Revenue Foregone	
Taxing Jurisdiction	Divisible Tax Rate (per 1,000)	% of Total Consolidated Rate	On-Going Revenue (Frozen Base)[1]	Annual (Assuming end of debt service)		Growth in Annual Rev.	Total Over Life of District	Average Annual
Douglas County	1.1124	6.3%	$68,000	$155,400	+	$87,400	-$789,300	-$22,600
City of Reedsport	6.1882	34.8%	$378,200	$864,400	+	$486,200	-$4,390,900	-$125,500
Port of Umpqua	0.3441	1.9%	$21,000	$48,100	+	$27,100	-$244,200	-$7,000
Lower Umpqua Hospital	3.9729	22.4%	$242,800	$555,000	+	$312,200	-$2,819,000	-$80,500
Lower Umpqua Parks &	0.2416	1.4%	$14,800	$33,700	+	$18,900	-$171,400	-$4,900
Lower Umpqua Library	0.3900	2.2%	$23,800	$54,500	+	$30,700	-$276,700	-$7,900
South Coast Edu. Distric	0.4432	2.5%	$27,100	$61,900	+	$34,800	-$314,500	-$9,000
Reedsport School Distri	4.3788	24.6%	$267,600	$611,700	+	$344,100	-$3,107,100	-$88,800
SW Oregon Community	0.7017	3.9%	$42,900	$98,000	+	$55,100	-$497,900	-$14,200
Totals:	***17.7729***	***100%***	***$1,086,200***	***$2,482,700***	+	***$1,396,500***	***-$12,611,000***	***-$360,400***

Sources: Douglas County Assessor, Johnson Economics LLC

[1] Frozen Base does not include post-10/2001 levies and general obligation bonds which are exempt from division of taxes for urban renewal. Revenue from these exempt sources will continue to accrue to the taxing jurisdictions, including any increases from projected development resulting from urban renewal projects and activities.

[2] School district funding is pooled at the state level in the State School Fund. Funding is apportioned back to the local school district on a per-pupil basis. The revenue impacts presented here for the school district is projected to have a marginal impact on the statewide school fund, but a very small direct impact on the amount of funding per pupil reapportioned to the local district.

NOTE: All assumptions regarding how and when the Area will develop with new taxable land uses are by definition speculative. The estimates presented here represent good faith estimates of impacts. The actual growth of TIF revneus and impacts on taxing jurisdictions will be more or less than the estimates presented here.

- Column 1 in Exhibit 15 shows the estimated "frozen base" revenue that taxing jurisdictions will continue to receive over the duration of the Plan, based on assessed value at the time of amendment (2023). In total, the frozen base amounts to an estimated $550k in annual revenue that the taxing jurisdictions will continue to receive each year over the duration of the Plan.

- Column 2 shows the projected total revenue that would result after district expiration based on the TIF projections shown in Exhibit 14. Based on the projected build-out of the Area resulting from Plan activities, annual revenue to the taxing jurisdictions would total a combined $2.48 million, or $1.4 million higher than in the base year. If realized, this would be over a 2.5-fold increase in annual tax revenue over the assessed value at the time of adoption (in 2023 dollars).

- Column 3 shows the estimated total fiscal impact on taxing jurisdictions over the life of district. (Note that the figures in Columns 1 and 2 are annual, and Column 3 presents *35-year total* and average annual figures.) The estimated impact is $12.6 million over this period. Roughly 35% of this impact is anticipated from the school district's divisible levy rate. As noted above, the impacts on the Reedsport School District will be considerably mitigated due to the statewide school funding mechanism.

  There is an important caveat to Column 3. The projection presented in Column 3 *assumes the successful build-out of the Area as envisioned by the Plan and dependent on Plan projects and activities.* In other words, the projected revenues foregone are significantly higher *because of* the projected positive impacts of redevelopment. In the absence of tax increment financing afforded under the Plan, the growth in tax revenue from the Area would presumably be much less under the conditions of the Area prior to adoption.

APPENDIX 1

APPENDIX 1: ESTIMATED FISCAL IMPACTS ON TAXING JURSIDICTIONS FROM TIF REVENUES, YEARS 1 - 35

	3.0% TAV Growth	Douglas County		City of Reedsport		Port of Umpqua		Lower Umpqua Hospital		Lower Umpqua Parks & Rec		Lower Umpqua Library		South Coast Edu. District		Reedsport School District		SW Oregon Community College	
		Divisible Tax Rate	Revenue	Divisible Tax Rate	Revenue	Divisible Tax Rate	Revenue	Divisible Tax Rate	Revenue	Divisible Tax Rate	Revenue	Divisible Tax Rate	Revenue	Divisible Tax Rate	Revenue	Divisible Tax Rate	Revenue Impact	Divisible Tax Rate	Revenue Impact
Base	2007-8	1.1124	$0	6.1882	$0	0.3441	$0	3.9729	$0	0.2416	$0	0.39	$0	0.4432	$0	4.3788	$0	0.7017	$0
1	2008-9	1.1124	$592	6.1882	$3,294	0.3441	$183	3.9729	$2,115	0.2416	$129	0.39	$208	0.4432	$236	4.3788	$2,331	0.7017	$374
2	2009-10	1.1124	$4,980	6.1882	$27,702	0.3441	$1,540	3.9729	$17,785	0.2416	$1,082	0.39	$1,746	0.4432	$1,984	4.3788	$19,602	0.7017	$3,141
3	2010-11	1.1124	$4,653	6.1882	$25,882	0.3441	$1,439	3.9729	$16,617	0.2416	$1,010	0.39	$1,631	0.4432	$1,854	4.3788	$18,314	0.7017	$2,935
4	2011-12	1.1124	$5,705	6.1882	$31,739	0.3441	$1,765	3.9729	$20,377	0.2416	$1,239	0.39	$2,000	0.4432	$2,273	4.3788	$22,459	0.7017	$3,599
5	2012-13	1.1124	$6,603	6.1882	$36,733	0.3441	$2,043	3.9729	$23,583	0.2416	$1,434	0.39	$2,315	0.4432	$2,631	4.3788	$25,992	0.7017	$4,165
6	2013-14	1.1124	$6,143	6.1882	$34,173	0.3441	$1,900	3.9729	$21,939	0.2416	$1,334	0.39	$2,154	0.4432	$2,447	4.3788	$24,181	0.7017	$3,875
7	2014-15	1.1124	$5,724	6.1882	$31,841	0.3441	$1,771	3.9729	$20,443	0.2416	$1,243	0.39	$2,007	0.4432	$2,280	4.3788	$22,531	0.7017	$3,611
8	2015-16	1.1124	$8,225	6.1882	$45,754	0.3441	$2,544	3.9729	$29,375	0.2416	$1,786	0.39	$2,884	0.4432	$3,277	4.3788	$32,376	0.7017	$5,188
9	2016-17	1.1124	$7,676	6.1882	$42,700	0.3441	$2,374	3.9729	$27,414	0.2416	$1,667	0.39	$2,691	0.4432	$3,058	4.3788	$30,214	0.7017	$4,842
10	2017-18	1.1124	$6,654	6.1882	$37,016	0.3441	$2,058	3.9729	$23,765	0.2416	$1,445	0.39	$2,333	0.4432	$2,651	4.3788	$26,193	0.7017	$4,197
11	2018-19	1.1124	$5,936	6.1882	$33,021	0.3441	$1,836	3.9729	$21,200	0.2416	$1,289	0.39	$2,081	0.4432	$2,365	4.3788	$23,366	0.7017	$3,744
12	2019-20	1.1124	$6,557	6.1882	$36,479	0.3441	$2,028	3.9729	$23,420	0.2416	$1,424	0.39	$2,299	0.4432	$2,613	4.3788	$25,812	0.7017	$4,136
13	2020-21	1.1124	$8,881	6.1882	$49,404	0.3441	$2,747	3.9729	$31,718	0.2416	$1,929	0.39	$3,114	0.4432	$3,538	4.3788	$34,958	0.7017	$5,602
14	2021-22	1.1124	$9,447	6.1882	$52,555	0.3441	$2,922	3.9729	$33,741	0.2416	$2,052	0.39	$3,312	0.4432	$3,764	4.3788	$37,188	0.7017	$5,959
15	2022-23	1.1124	$15,484	6.1882	$86,134	0.3441	$4,790	3.9729	$55,299	0.2416	$3,363	0.39	$5,428	0.4432	$6,169	4.3788	$60,949	0.7017	$9,767
16	2023-24	1.1124	$15,539	6.1882	$86,441	0.3441	$4,807	3.9729	$55,496	0.2416	$3,375	0.39	$5,448	0.4432	$6,191	4.3788	$61,166	0.7017	$9,802
17	2024-25	1.1124	$18,045	6.1882	$100,381	0.3441	$5,582	3.9729	$64,446	0.2416	$3,919	0.39	$6,326	0.4432	$7,189	4.3788	$71,030	0.7017	$11,383
18	2025-26	1.1124	$20,626	6.1882	$114,740	0.3441	$6,380	3.9729	$73,664	0.2416	$4,480	0.39	$7,231	0.4432	$8,218	4.3788	$81,190	0.7017	$13,011
19	2026-27	1.1124	$23,284	6.1882	$129,529	0.3441	$7,203	3.9729	$83,159	0.2416	$5,057	0.39	$8,163	0.4432	$9,277	4.3788	$91,656	0.7017	$14,688
20	2027-28	1.1124	$26,023	6.1882	$144,762	0.3441	$8,050	3.9729	$92,939	0.2416	$5,652	0.39	$9,123	0.4432	$10,368	4.3788	$102,435	0.7017	$16,415
21	2028-29	1.1124	$28,843	6.1882	$160,452	0.3441	$8,922	3.9729	$103,012	0.2416	$6,264	0.39	$10,112	0.4432	$11,492	4.3788	$113,537	0.7017	$18,194
22	2029-30	1.1124	$31,748	6.1882	$176,613	0.3441	$9,821	3.9729	$113,388	0.2416	$6,895	0.39	$11,131	0.4432	$12,649	4.3788	$124,972	0.7017	$20,027
23	2030-31	1.1124	$34,740	6.1882	$193,259	0.3441	$10,746	3.9729	$124,074	0.2416	$7,545	0.39	$12,180	0.4432	$13,841	4.3788	$136,751	0.7017	$21,914
24	2031-32	1.1124	$37,822	6.1882	$210,404	0.3441	$11,700	3.9729	$135,082	0.2416	$8,215	0.39	$13,260	0.4432	$15,069	4.3788	$148,883	0.7017	$23,858
25	2032-33	1.1124	$36,646	6.1882	$203,862	0.3441	$11,336	3.9729	$130,882	0.2416	$7,959	0.39	$12,848	0.4432	$14,601	4.3788	$144,253	0.7017	$23,117
26	2033-34	1.1124	$37,464	6.1882	$208,409	0.3441	$11,589	3.9729	$133,801	0.2416	$8,137	0.39	$13,135	0.4432	$14,926	4.3788	$147,471	0.7017	$23,632
27	2034-35	1.1124	$38,306	6.1882	$213,092	0.3441	$11,849	3.9729	$136,808	0.2416	$8,320	0.39	$13,430	0.4432	$15,262	4.3788	$150,785	0.7017	$24,163
28	2035-36	1.1124	$39,173	6.1882	$217,917	0.3441	$12,117	3.9729	$139,905	0.2416	$8,508	0.39	$13,734	0.4432	$15,607	4.3788	$154,199	0.7017	$24,710
29	2036-37	1.1124	$40,066	6.1882	$222,886	0.3441	$12,394	3.9729	$143,095	0.2416	$8,702	0.39	$14,047	0.4432	$15,963	4.3788	$157,715	0.7017	$25,274
30	2037-38	1.1124	$40,986	6.1882	$228,004	0.3441	$12,678	3.9729	$146,381	0.2416	$8,902	0.39	$14,370	0.4432	$16,330	4.3788	$161,336	0.7017	$25,854
31	2038-39	1.1124	$41,934	6.1882	$233,275	0.3441	$12,971	3.9729	$149,765	0.2416	$9,108	0.39	$14,702	0.4432	$16,707	4.3788	$165,067	0.7017	$26,452
32	2039-40	1.1124	$42,910	6.1882	$238,705	0.3441	$13,273	3.9729	$153,251	0.2416	$9,320	0.39	$15,044	0.4432	$17,096	4.3788	$168,909	0.7017	$27,068
33	2040-41	1.1124	$43,915	6.1882	$244,297	0.3441	$13,584	3.9729	$156,842	0.2416	$9,538	0.39	$15,396	0.4432	$17,497	4.3788	$172,866	0.7017	$27,702
34	2041-42	1.1124	$43,995	6.1882	$244,743	0.3441	$13,609	3.9729	$157,128	0.2416	$9,555	0.39	$15,424	0.4432	$17,529	4.3788	$173,181	0.7017	$27,752
35	2042-43	1.1124	$43,995	6.1882	$244,743	0.3441	$13,609	3.9729	$157,128	0.2416	$9,555	0.39	$15,424	0.4432	$17,529	4.3788	$173,181	0.7017	$27,752
	Total Fiscal Impact:		**$789,322**		**$4,390,940**		**$244,162**		**$2,819,037**		**$171,431**		**$276,731**		**$314,480**		**$3,107,050**		**$497,903**
	2023 Dollars:		**$380,700**		**$2,117,600**		**$117,800**		**$1,359,500**		**$82,700**		**$133,500**		**$151,700**		**$1,498,400**		**$240,100**

* All projections are speculative, based upon assumptions of development types and timing used in this analysis. This is a good faith estimate of potential impacts on taxing jurisdictions. Estimates are based on the most recently available certified assessed values at the time of the analysis. Actual realized impacts will be less or more than the figures presented here. Roughly 35% of the projected impact is anticipated from the school district's divisible levy rate. As noted in the Report, the impacts on the Reedsport School District will be considerably mitigated due to the statewide school funding mechanism.

MINUTES OF THE REEDSPORT CITY COUNCIL WORK SESSION
APRIL 1, 2024 AT 6:00 P.M. VIA ZOOM & IN PERSON

PRESENT: Mayor Linda McCollum

Councilors Chuck Miller, Allen Teitzel, Debby Turner, Rich Patten, Rob Wright, and Cindy Wegner.

Student Council Hayden Adams

City Manager Deanna Schafer

OTHERS PRESENT: Dep. City Recorder Christina Crockett, Public Works Director Kimberly Clardy, Finance Director Michelle Fraley, Chief Police John Carter, Rhonda Black

WORK SESSION: Mayor McCollum opened the work session at 6:00 P.M.

A. Matt Ruwaldt – Leeds Island

City Manager Deanna Schafer stated a guest speaker, Matt Ruwaldt, has presented a project to the City Parks and Beautification Committee and would now like City Council to consider a project aimed at creating a nature type of park on Leed's Island. She stated that Leed's Island is used as agricultural farm land currently, a natural fresh water estuary sits in the middle of it. She stated that the property does have a levee on about three quarters of the property and is approximately 220 acres. She stated that it does flood some in the winter and is the site of a tide gate on Providence Creek which is in need of maintenance and repair. The tide gate has been maintained by The Port of Umpqua. She stated that the end project would involve the City of Reedsport. The tide gate has been maintained and will continue to be maintained by The Port of Umpqua.

Matt Ruwaldt introduced himself and stated he is currently working with Umpqua Soil and Water and The Port of Umpqua on securing a Business Oregon grant to replace the Providence Creek tide gates. He is interested in a project to develop the property at Leed's Island into a nature park type of area. The City of Reedsport would eventually own and maintain the property.

Presentation:

Opportunity

-Mark Holliday has been trying to sell property for many years.
-City of Reedsport considered buying several years ago.
-Restoration potential is great with Providence Creek tide gate replacement.

Proposed Project

-Purchase of approximately 220 acres currently owned by Mark Holliday.
-Funds will be received through Oregon Parks and Recreation Dept. Local Government Grant Program.

-Requires a 20% match which can be staff time, other grant funding (OWEB, NFWF) etc.
-No cash match will be expected for the City.

Project Need

-65% of Umpqua Estuary wetlands have been lost.
-Site is currently grazed but is marginal pastureland.
-Salmon and other fish, migratory and resident birds, and other wildlife rely heavily on estuary wetlands for survival.
-Park will provide an addition recreation area for residents for walking, -birdwatching, relaxing, and sightseeing.

Nuts & Bolts

-Umpqua SWCD will write all grants.
-City will be grantor for Parks & Rec grant.
-SWCD and City will develop a management plan and delegate duties as appropriate with public involvement.
-Timeline:
- -Apply for Technical Assistance Funding (Planning)—April-July 2024
- -Apply for Parks & Rec funding (Acquisition)—April 2025
- -Public Meetings to discuss park design—Summer-Fall 2025 (or as needed)
- -Apply for Restoration funding—Spring/Summer 2025
- -Construction—Summer 2026
- -Grand Opening—Fall 2026

Feedback from Parks & Beautification Committee—March 13th

-Overall supportive.
-Some concern over management of Ranch Road.
-Will need to be discussed between involved parties as process moves on.
-Paving is likely too expensive.
-Might be grant funding to bring the road to a good condition.
-Widening the road probably isn't feasible.
-Committee was supportive of City ownership, if property is developed & managed as a park

Mayor McCollum adjourned the work session at 6:30 p.m.

_____
Mayor Linda McCollum

ATTEST:

_____
Deanna Schafer, City Recorder

MINUTES OF THE REEDSPORT CITY COUNCIL APRIL 1, 2024 AT 7:00 P.M.
CITY COUNCIL SESSION VIA ZOOM & IN PERSON

PRESENT: Mayor Linda McCollum

Councilors Chuck Miller, Allen Teitzel, Rich Patten, Debby Turner, Rob Wright, Cindy Wegner

Student Councilor Hayden Adams

City Manager Deanna Schafer

City Attorney Melissa Cribbins

OTHERS PRESENT: Dep. City Recorder Christina Crockett, Public Works Director Kimberly Clardy, Finance Director Michelle Fraley, Police Chief John Carter, Rhonda Black, Tom Black, Bob and Liesa Kister, Thomas Guevara Jr., Jenee Anderson, Debbie McKinney, Mike and Bertie Sullivan, Ernie Lamoureux, Laura Lamoureux, Jeff Lyon, Victoria Lavallee, Tom Anderson.

1. CALL TO ORDER

Mayor McCollum called the meeting to order at 7:00 P.M.

2. CITIZEN COMMENTS

This time is reserved for citizens to comment on items that are not on the Agenda. Maximum of five minutes per item, please.

A. Ernie Lamoureux stated that the new siren is very loud and asked if it could be turned down.
B. Ernie Lamoureux asked if Rainbow Plaza is a City Park and if there are only five (5) RV sites at Rainbow Plaza and if the maximum time allowed to camp there is two (2) weeks. City Manager stated that there will be a total 7 RV sites available and that the limit is two weeks.
C. Bob Kister stated public concerns over proposed Railroad Project highlights the immediate need for improved communications by the City of Reedsport.

3. APPROVAL OF THE AMENDED AGENDA

Two items were added to the Agenda:

1. Public Safety Telecommunicator Proclamation.

2. In Executive Session: C. Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Councilor Teitzel motioned to approve the amended agenda.

Councilor Patten seconded the motion.

MOTION:

that the City Council approve the amended agenda.

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner in favor of the motion. Student Councilor Adams cast an advisory vote in favor.)

4. PUBLIC HEARING

A. A Public Hearing to consider amending Reedsport's Transportation System Plan.

Madam Mayor opened the Public Hearing at 7:33 P.M.

STAFF REPORT

City Planner Hailey Sheldon stated that in October of 2022, the City and ODOT hired Kittelson & Associates Inc. to prepare a Reedsport Rail Crossing Study – in anticipation of the Port of Coos Bay developing a container facility on the North Spit in Coos Bay, and increasing train traffic through Reedsport as a result.

The enclosed Reedsport Rail Crossing Study is the product of the "study schedule" depicted on page 17 of the Study.

The findings of the Study are based on data contained in eight "technical memorandums," listed on page 45 of the Study, and appended to the Study itself.

In addition to Reedsport adopting the Study: ODOT will also consider adopting the study (refinement plan) into the Oregon Highway Plan.

Planning Commission recommends the City Council adopt the February 2024 Reedsport Rail Crossing Study (Exhibit 2) by reference into the City of Reedsport's Transportation System Plan (TSP), based on the findings of fact contained herein.

If the Council adopts the Study:

- Amendments to the TSP: The Reedsport Rail Crossing Study would be officially referenced in, and become part of, the City's Transportation System Plan. Through this reference, the following projects would be added to the TSP, as

depicted in Exhibit 3 (and in the "Preferred Alternative" section of the Study (pages 33 through 39):

Location	Project Sheet	Project Description
Winchester Avenue At-Grade Crossing	RRCS-1	Install a four-quadrant gated rail crossing on Winchester Avenue at the existing at-grade rail crossing. Also, work with ODOT to install a dynamic train activity warning sign on US 101, south of Winchester Avenue.
OR 38 Overcrossing	RRCS-2	Install a grade-separated rail crossing (overcrossing) with retaining walls on OR 38 and reconfigure the US 101/OR 38-Port Dock Road intersection.
US 101 Refinement Plan	RRCS-3	Conduct a refinement plan for US 101 from the Umpqua River to Schofield Creek to evaluate access management and, at a minimum, potential modifications to the US 101/OR 38-Port Dock Road intersection.
Greenwood Avenue	RRCS-4	Install a multi-use path north of OR 38 and between E and W Railroad Avenues, if the Port upgrades the existing rail bridge at this location. The multi-use path will follow the former Greenwood Avenue right-of-way and utilize the existing northerly OR 38 rail undercrossing.
*See Exhibit 3 for Project Sheets "RRCS-1" through "RRCS-4"		

- Reedsport Rail Mitigation Project(s) Construction: If / when the Pacific Coast Intermodal Port facility is funded (now or in the future) – ODOT will initiate the environmental review process (which includes a public participation component), obtain federal and state permits and land use approvals (including from the City of Reedsport), refine and construct the project(s).

- Future TSP Updates: Staff plans to comprehensively update the 2006 Reedsport Transportation System Plan (amended 2023) by the end of 2025 – including: removing outdated information, adding new/updated information, and incorporating the findings of since-adopted studies such as the 2013 Waterfront Downtown Plan, into the text of the TSP. If adopted by reference, the findings of the Rail Crossing Study will be incorporated into the text of the TSP in 2025, as part of the comprehensive TSP update, along with other pedestrian, bicycle, and transit enhancements not part of the Preferred Alternative (i.e., Part of Package 1 listed on page 38).

There is an unknown fiscal impact. However, the mitigation projects are currently assumed to be funded by the Port of Coos Bay as part of the Port container project.

Marc Butorac with Kittelson and Associates presented the Reedsport Rail Crossing Study-

Agenda:

1. Potential City Council Actions
2. Study Background
3. Project Overview
4. Reedsport Rail Crossing Study Overview
   - Preferred Improvements
   - Implementation Steps
5. Next Step

Study Background:

The Oregon International Port of Coos Bay is proposing a new multi modal container facility on the North Spit in Coos County.

Project Overview:

Increased Rail Activity - The trains are expected to impact traffic operations and safety at the at-grade rail crossing in Reedsport.

Implementation Steps:

Project development process: What happens before a project gets built?

- Input from the public and local agencies to identify goals, objectives, and transportation needs.
- Project/Planning design
- Refinement Plan created
- City of Reedsport Planning, Commission and City Council and ODOT review and adopt Refinement Plan or request changes
- Pacific Coast International Port Facility funded
- Environmental Review and US101/OR 38 Refinement Plan
- Design
- Construction

Needs Statement:

Rail crossing delays and access/circulation barriers (4,100-foot train at 10mph)

- Vehicle queues on OR 38/US spill back to US 101
- Cycle failure at OR 38/US 101 intersection
- Delays of 5.5 minutes or greater on OR 38 and Winchester Avenue
- Local circulation and access delays exceeding 60 seconds
- Traffic volume increases at Port Dock Road undercrossing

Increased train activity (2 to 14 trains per day)

- Increased probability of delays to emergency service providers
- Increase train horn noise during school or nighttime hours

- Increased pedestrian/train conflicts
- R Avenue that Increased peak hour queues on OR38 and Winchester Avenue that create local circulation/access delay
- Increased use of Port Dock Road undercrossing and related increases in cut-through traffic on local streets
- Increased frequency of issues

Alternative Development and Evaluation Process:

- Develop and evaluate alternatives to address needs
- Identify most promising alternatives
- Identify preferred alternative
- Refine alternative and develop project sheets

Feedback Provide to Date – Key Themes with Preferred Alternative:

- Do nothing is not an option
- Overpass concerns – Size, Height
- Access Questions
- Property Impact Questions
- Construction Staging/Detours

Do Nothing:

- Vehicle spillbacks into US101
- 5.5 minute plus delays 14 times daily
- Emergency response concerns
- Increased train horn noise
- Increased use of Port Dock Road

Next Steps:

- Assuming the City adopts the Study, ODOT will then seek to have the Study (Facility Plan) adopted by the Oregon Transportation Commission into Oregon Highway Plan

PUBLIC TESTIMONY:

1. Liesa Kister of 300 Weigman Lane stated concerns she has of local livability requirements during the construction of the Railroad Crossing Project and that they should be supported by a City of Reedsport city wide master plan.
2. Alicia Aragon of 848 Laurel Avenue asked who at the City she could contact in order to ask questions regarding the Railroad Crossing Study.
3. Jeff Lyon of 856 Laurel Avenue asked how high the wall would be built through Hwy 38, regarding the Railroad Crossing Study.
4. John Kollerup of 191 N Ford Street asked how traffic would flow through downtown during construction of an overpass regarding the Railroad Crossing Project and how it would affect the economic vitality of downtown businesses.
5. Marc Butorac with Kittelson and Associates responded to the following questions:

1. Response to Liesa Kister – a Citizen Advisory Committee would be helpful in the scope of the traffic, staging, vibrations, and other local livability requirements.

3. Response to Jeff Lyon – the height of the wall will start at grade at Laurel Avenue, work its way about 25 feet (from the surface of the rail line to the surface of the road above it) above the tracks and then work its way down at about 4.5% to 5 % grade.

4. Response to John Kollerup – Construction of the Overpass - Talked with planning commission about resurfacing of Winchester Avenue would take place either after construction or before if the quality of the road is in need before construction. The decision is to be made during the design phase. Flow of Traffic - Options: Using 5th and 6th to get traffic from OR 38 is one alternative. One-Way East bound through downtown then turns at 5th onto Winchester Avenue and One-Way out of town is another alternative. Construction to occur from Labor Day to Memorial Day due consideration of heavy summertime traffic.

COUNCIL QUESTIONS TO STAFF:

Councilor Allen Teitzel – stated concerns: 1.) Upgrades to support the pedestrian undercrossing on Greenwood Avenue. 2.) Improvements to Portdock Road to ensure emergency vehicles are able to pass through during rail crossings. 3.) Concerns that construction in the downtown area will devastate the economic vitality and wants to find ways to assure business owners that the City will do its best to protect them. 4.) What the overpass would do to speed through downtown. Question to Chief of Police: How are we going to slow traffic down? Chief Carter responded: Yes, I foresee this being a problem. City Manager Deanna Schafer also responded by stating that the City has been looking to add median improvement and other visual aids to help slow down traffic in the downtown corridor.

Mark Butorac with Kittelson and Associates responded to concerns of guarantees as a continuum process as follows: The City Council briefing action of the night sends a clear message to ODOT as well as The Port and defines the goals of what the City wants. The next stage is when funding takes place. The Port will then need to do environmental studies and will be required to apply for local and state permits that the City has the ability to give feedback and comment on. When the environmental study occurs by the Port for the rail line, there will be litigations. The City will have the chance to determine if it is consistent with the transportation system plan, as well as if it meets the livability goals compliant with the City.

COUNCIL DELIBERATION:

Councilor Teitzel spoke to the other Councilors about rewording the Greenwood Avenue Project Sheet RCCS-4. As it currently reads: Install a multi-use path north of OR 38 and between E and W Railroad Avenues, if the Port upgrades the existing rail bridge at this location. The multi-use path will follow the former Greenwood Avenue right-of-way and utilize the existing northerly OR 38 rail undercrossing. Councilor Teitzel suggested that language be included that a multi-use path will be installed north of OR 38 and between E and W Railroad Avenues and upgrade the existing rail bridge, if the City can acquire

the necessary right-of-way and rail crossing order. The multi-use path will follow the former Greenwood Avenue right-of-way and utilize the existing northerly OR 38 rail undercrossing. Teitzel also stated that Council should add into the agreement guaranteed emergency vehicle access during construction.

Councilor Turner agreed with what Teitzel said about Greenwood as well as the emergency vehicle access.

Councilor Rob Wright – stated the emergency vehicles will still be available on Winchester during construction. They will not bring the long train through until the overpass is complete, so the issue will not be any different than what it is now.

City Manager Deanna Schafer stated that the undercrossing on Port Dock Road even without upgrades will remain open. She stated the clearance is currently 13 feet that an ambulance is able to pass through. Fire Chief Tom Anderson stated that a fire truck is able to pass through the undercrossing one way only.

Councilor Rich Patten stated concerns of traffic flow and would like to see a plan as to how to protect business economic vitality during construction of the project.

Madam Mayor closed the public hearing at 8:45 P.M
Councilor Wright motioned that the City Council adopt Ordinance 2024-1211, to amend sections of the Reedsport Transportation System Plan to reference the Reedsport Rail Crossing Study, and to include pedestrian improvements at Greenwood Avenue provided the City can acquire access to go through the current undercrossing.

Councilor Wegner seconded the motion.

MOTION:

that the City Council adopt Ordinance 2024-1211, to amend sections of the Reedsport Transportation System Plan to reference the Reedsport Rail Crossing Study, and to include pedestrian improvements at Greenwood Avenue provided the City can acquire access to go through the current undercrossing.

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner in favor of the motion. Student Councilor Adams cast an advisory vote in favor.)

5. PRESENTATIONS, PROCLAMATIONS, AWARDS

A. Volunteer Month Proclamation

Mayor McCollum read a Proclamation honoring the contributions and dedication of volunteers.

B. Arbor Month Proclamation.

Mayor McCollum read a Proclamation recognizing the benefits of an urban forest and honoring the City of Reedsport as a Tree City USA for 19 years.

C. Public Safety Telecommunicator Proclamation.

Mayor McCollum read a Proclamation recognizing the men and women whose diligence and professionalism keep our city, county and nation safe. Their work to protect our community proves that in Reedsport we are "Better Together."

6. CONSENT CALENDAR

Routine items of business that require a vote but are not expected to require discussion by the Council are placed on the Consent Calendar and voted upon as one item. In the event that a Councilor or citizen requests that an item be discussed, it will be removed from the Consent Calendar and placed under General Business.

1. Approve minutes of the City Council Work Session of March 4, 2024.

2. Approve minutes of the City Council Regular Session of March 4, 2024.

3. Shall the City Council enter into an Agreement for IT Work Services with National Business Solutions?

On February 9th, 2024 a Request for Proposals for Information Technology Work Services were sent out to AJ Duckett @ Systech, Dan Healey @ National Business Solutions, Cody Robinson, and Matt Chapel @ Coretech. It was also posted on the League of Oregon Cities job board, the city website, and published in The World on February 20th.

The city received two proposals by the deadline of March 8, 2024 at 12:00 pm. The City Manager Deanna Schafer, Finance Director Michelle Fraley, and Police Chief John Carter reviewed each proposal the week of March 11 through March 15, 2024. Based on the review of the proposals, zoom interviews were conducted on Friday, March 15.

Due to a limited amount of time with the City of Reedsport's current IT person, city staff asked City Council for a consensus to approve a proposal and enter into a contract with National Business Solutions by email prior to the meeting, reaching each Councilor separately.

The position is budgeted in the proposed 2023-2024 budget.

1. ***Ratify the approved proposal and enter into an agreement for IT Work Services with National Business Solutions and authorize the City Manager to sign on behalf of the City.**
4. Motion to approve Consent Calendar.

Councilor Wegner motioned to approve the Consent Calendar

Councilor Teitzel seconded the motion.

MOTION:

that the City Council approve the Consent Calendar

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner voted in favor of the motion. Student Councilor Adams cast an advisory vote in favor.)

7. GENERAL BUSINESS

A. Receive 2023/2024 Fiscal Year Audit Report.

Chris O'Dell of Pauly Rogers and Co. PC presented the Council with the 2023/2024 Fiscal Year Audit, stating that the City received an unmodified opinion being the highest grade a City can receive.

B. Shall the City Council adopt Resolution 2024-004 authorizing a supplemental budget and budget revisions to the 2023-24 FY budget?

Finance Director Michelle Fraley stated that a resolution has been drafted which provides for unforeseen changes in the form of a supplemental budget and budget revisions to the 2023-24 fiscal year budget.

According to ORS 294.471 a local government may prepare a supplemental budget if a condition that was not known at the time of the budget requires a change in financial planning. The following information is provided regarding the recommended adjustments. These adjustments were not known at the time of adopting the FY 2023-24 budget. None of the recommended adjustments increase the property tax levy.

Budget Change for Fund 002 Street Fund

Capital Outlay	
Equipment/Machinery	$ 20,000

Contingency
Contingency $(20,000)

The City had a large repair expenditure on our street sweeper along with the purchase of a 2019 Ford F-250 which was expensed at 1/3 of the cost to the Street Fund.

Budget Change for Fund 003 Water Utility Fund

Revenue
Winchester Bay Water Line $110,000

Capital Outlay
Winchester Bay Water Line $110,000

The City was presented with task order #22 from Dyer Partnership for the Winchester Bay Water Line project. The City Council approved the task order at their March 4, 2024 City Council Meeting.

Budget Change for Fund 025 General Capital Fund

Revenue
Miscellaneous $ 5,000

Capital Outlay
Building Improvements $ 5,000

The City has applied for and received a Public Safety Grant from CIS for evidence pass-through lockers at the Police Department.

The total budget will be increased by $115,000.

Councilor Teitzel motioned that the City Council adopt Resolution 2024-004 authorizing a supplemental budget and budget revisions to the FY 2023-24 budget.

Councilor Miller seconded the motion.

MOTION:

that the City Council adopt Resolution 2024-004 authorizing a supplemental budget and budget revisions to the FY 2023-24 budget.

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner voted in favor of the motion. Student Councilor Adams cast an advisory vote in favor.)

C. Shall the City Council appoint citizens to fill vacancies on the Cities Boards and Committees?

Madam Mayor stated that on December 31st of each year, various positions on the Reedsport citizen participation boards, commissions and committees expire. Occasionally there are positions that remain vacant or positions that become available due to resignation.

Submitted to Council is an application from Cindy Wegner for Parks and Beautification Committee, Position #1 beginning upon appointment and expiring on December 31, 2026; and an application for Chris Adamson for Traffic Advisory Committee, Position #4 beginning upon appointment and expiring on December 31, 2024.

Parks & Beautification Committee members as well as Traffic Safety Advisory Committee members serve a 3-year term.

There is no fiscal impact.

Councilor Teitzel motioned that the City Council appoint Citizen Cindy Wegner to Parks and Beautification Committee Position #1 expiring on December 31, 2026.

Councilor Turner seconded the motion.

MOTION:

that the City Council appoint Citizen Cindy Wegner to Parks and Beautification Committee Position #1 expiring on December 31, 2026.

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner voted in favor of the motion. Student Councilor Adams cast an advisory vote in favor.)

Councilor Turner motioned that the City Council appoint Citizen Chris Adamson to Traffic Safety Advisory Committee, Position #4 expiring on December 31, 2024.

Councilor Wright seconded the motion.

MOTION:

that the City Council appoint Citizen Chris Adamson to Traffic Safety Advisory Committee, Position #4 expiring on December 31, 2024.

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner voted in favor of the motion. Student Councilor Adams cast an advisory vote in favor.)

D. Shall the City Council adopt Resolution 2024-005 to amend the City of Reedsport's building permit and inspection fees?

City Planner Hailey Sheldon stated that The City of Reedsport assumed the responsibility of administering and enforcing the Building Inspection Program in 2007. Because the City operates the Program (as opposed to Douglas County or the State), the City is able to provide a better, more hands-on service to our citizens and customers.

The Program is required to meet Oregon's standards, which are contained in OAR 918 Department of Consumer and Business Services, Building Codes Division.

Following Oregon House Bill 2415 – the Building Codes Division established minimum standards for electronic systems that municipalities use to process plan reviews, issue permits, and perform electronic field inspections. Municipalities may use the division's electronic system (ePermitting) or a comparable system. Municipalities are required to adopt such a system by January 1, 2025.

Reedsport chose to adopt the ePermitting software system. That software will "go live" on May 1, 2024.

Coordinating with the Building Codes Division and the City's contract Building Official NW Code Professionals to transition the Building Department to the ePermit system has highlighted the need for Reedsport to amend its Building Department fees, consistent with Building Department operations cost and other Oregon municipalities.

Reedsport's existing fees and proposed amended fees are compared in the table in

STRUCTURAL AND GENERAL PERMIT FEES
Structural Permit Fees:

Valuation:	Fee:
$1 - $1000	$50.00
$1001 - $2000	$50 for the first $1,000 plus $2.50 for each additional $100 or fraction thereof, to and including $2,000
$2001 - $25000	$75 for the first $2,000 plus $10 for each additional $1,000 or fraction thereof, to and including $25,000
$25001 - $50000	$305 for the first $25,000 plus $7.50 for each additional $1,000 or fraction thereof, to and including $50,000
$50001 - $100000	$492.50 for the first $50,000 plus $5.00 for each additional $1,000 or fraction thereof, to and including $100,0000
$100001 and above	$742.50 for the first $100,000 plus $4.50 or fraction thereof, to and including $1,000 or fraction thereof

Per OAR 918-050-0100, building valuation for new construction and additions is determined per the ICC Building Valuation Data Table current as of April 1 each year. Valuation for alteration or repair shall be based on the fair market value as determined by the building official. The valuation of a carport, covered porch, patio or deck shall be calculated at fifty percent of the value of a private garage as defined in the ICC Building Valuation Data Table.
Conversion of garages or unfinished basements to habitable space shall be determined by fifty percent of the current R3 PSF value minus the current private garage or unfinished basement PSF value; respectively, or as otherwise determined by the building official. [e.g. (R3 value minus unfinished basement value) x 0.5]
When a structural permit is required by local ordinance for retaining walls, signs, fences, accessory structures, etc. – see Structural Permit fees by valuation. Valuation shall be determined by fair market value as determined by the building official and shall include materials and labor.

Other Fees (as Applicable):

Structural Plan Review (when applicable)	65% of structural permit fee
Seismic Surcharge – Structural and Mechanical plan review required on essential facilities	1% of structural permit fee
Additional Plan Review (when applicable) - hourly	$95.00/hour, minimum one hour
Fire Life Safety Plan Review (when applicable)	40% of structural permit fee

Reinspection – per each	$95.00 ea.
Each additional inspection, above allowable – per each	$95.00 ea.
Inspections for which no fee is specifically indicated (as required) and change of occupancy.	$95.00/hour, minimum one hour
Inspection outside of normal business hours - hourly	$95.00/hour, minimum 2 hours
Deferred Submittal Plan Review Fee – in addition to project plan review fees	65% of the building permit fee calculated using the value of the deferred portion with a $275.00 minimum
Plan Review of State-reviewed Master Plans (Also applies to re-submitted reviewed plans within the same code cycle, with approval of building official).	50% of calculated plan review fee
Temporary Certificate of Occupancy (30 day) (Issuance of a temporary C of O, and extensions, requires approval of the building official.)	Residential: $200/month Commercial: $300/month
Foundation-only permit	10% of full permit fee
Shell-only permit	Deduct 20% from the valuation per ICC Building Valuation Data Table (Future tenant improvement requires permits based on valuation of work are required prior to occupancy)
Phased Project Plan Review Fee – in addition to project plan review fees	$275.00 minimum phasing (application) fee plus 10% of the total project building permit fee not to exceed $1500.00 per phase
Structural demolition (Includes 2 inspections, additional inspections, if required, are per hourly rate above). Not subject to State Surcharge	$100.00
Structural alteration (not demo) Requires State Surcharge	See Structural Permit Fee table, by valuation

Building Appeals Hearing Filing Fee	$150.00

Residential Fire Suppression – Standalone System

Square Footage of Area to be Covered:	Fee:
0 – 2000 sq ft	$200.00
2001 – 3600 sq ft	$275.00
3601 - 7200 sq ft	$350.00
7201 sq ft and greater	$425.00

Fee includes plan review. See Plumbing Fee section for Continuous Loop/Multipurpose System.

Commercial Fire Suppression
See Structural Permit Fee table, by valuation, and plan review fee noted above.

Commercial Fire Alarm/Notification System
See Structural Permit Fee table, by valuation, and plan review fee noted above. Separate Electrical Permit application may also be required

Solar Structural Installation Permits

Solar Permit (when required) – Prescriptive Path System, fee includes plan review. (Includes 2 inspections, additional inspections, if required, are per hourly rate above).	$250.00
Solar Permit – Non-Prescriptive Path System	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.

Separate Electrical Permit application may also be required.

ELECTRICAL PERMIT FEES
Residential

First 1000 sq ft or less	$210.00

Each additional 500 sq ft or portion thereof	$45.00
Limited Energy – new residential construction	$45.00
Each Manufactured Home/Modular Dwelling service	$110.00

Multifamily Residential

New Multifamily Construction	Fee for largest unit calculated using above sq ft rates - plus 50% of permit fee for each additional unit
Multifamily, new construction – Limited Energy System – per floor	$50.00
Multifamily, new construction – Protective Signaling – per floor	$50.00

Services or Feeders-Installations, Alterations, Relocation

200 amp or less	$110.00
201 – 400 amps	$140.00
401 – 600 amps	$225.00
601 – 1000 amps	$300.00
Over 1000 amps or volts	$660.00
Reconnect Only	$90.00

Temporary Services or Feeders - Installation, Alterations or Relocation

200 amp or less	$90.00
201 – 400 amps	$105.00
401 – 600 amps	$180.00
601 – 1000 amps	$285.00
Over 1000 amps or volts	$600.00

Branch Circuits - New, Alteration, Relocation

With service or feeder – per each	$7.50

Without service or feeder	$90.00 for first branch circuit, $7.50/each additional

Renewable Energy

Renewable energy for electrical systems- 5kva or less	$110.00
Renewable energy for electrical systems- 5.01kva through 15kva	$140.00
Renewable energy for electrical systems- 15.01kva through 25kva	$225.00
Renewable energy - solar generation over 25 kva	$225.00 for first 25 kva plus $6.25 per kva over 25 kva, – maximum fee at 100 kva
Renewable energy for wind systems - 25.01kva through 50kva	$350.00
Renewable energy for wind systems - 50.01kva through 100kva	$800.00

Other Electrical Fees

Pump or Irrigation Cycle – per each	$75.00
Sign or Outline Lighting – per each	$75.00
Signal Circuit(s) or Limited Energy system; alteration or extension, each system – non-new residential and all commercial (new residential and multifamily construction – see above)	$75.00
Swimming Pool (incl. panel, 3 circuits and bonding)	$95
Master Permit – application fee, one time at initial application; renews annually as applicable	$100
Master Permit – inspection fee – per hour; includes travel time, inspection, and report writing	$95.00/hour, minimum one hour
Electrical Plan Review (See OAR 918-311-0040 for applicability)	25% of electrical permit fee
Additional Plan Review (when applicable) – per hour	$95.00/hour, minimum one hour

Reinspection – per each	$95.00
Each additional inspection, above allowable – per each	$95.00
Inspections for which no fee is specifically indicated (as required) – per hour	$95.00/hour, minimum one hour
Inspection outside of normal business hours – per hour	$95.00/hour, minimum 2 hours
Investigation fee - Electrical	See Structural Investigation Fees
Minimum Fee – Electrical	$95.00

MECHANICAL PERMIT FEES
Residential Mechanical Fees (per each appliance)

Air conditioner	$25.00
Air handling unit of up to 10000 cfm	$25.00
Air handling unit 10001 cfm and over	$25.00
Appliance of piece of equipment regulated by code but not classified in other appliance categories	$25.00
Attic or crawl space fans	$25.00
Chimney/liner/flue/vent	$25.00
Clothes dryer exhaust	$25.00
Decorative gas fireplace	$50.00
Ductwork only	$25.00
Evaporative cooler other than portable	$25.00
Floor furnace, including vent	$25.00
Flue vent for water heater or gas fireplace	$25.00
Furnace – greater than 100000 BTU	$50.00
Furnace – up to 100000 BTU	$50.00

Furnace/burner including duct work/vent/liner	$50.00
Gas or wood fireplace/insert	$50.00
Gas fuel piping outlets one to four outlets	$25.00
Additional gas piping outlets over four/each	$10.00
Heat pump	$25.00
Hood served by mechanical exhaust, including ducts for hood	$25.00
Hydronic hot water system	$25.00
Installation or relocation domestic/type incinerator	$25.00
Mini split system	$25.00
Oil tank/gas diesel generators	$50.00
Pool or spa heater, kiln	$25.00
Range hood/other kitchen equipment	$50.00
Repair, alteration, or addition to mechanical appliance including installation of controls	$25.00
Suspended heater, recessed wall heater, or floor mounted heater	$25.00
Ventilation fan connected to single duct	$25.00
Ventilation system not a portion of heating or air-conditioning system authorized by permit	$25.00
Water heater	$25.00
Wood/pellet stove	$50.00
Other heating/cooling	$25.00
Other fuel appliance	$50.00
Other environment exhaust/ventilation	$25.00

Commercial Mechanical Fees
Based on valuation, see structural permit fees

Other Mechanical Fees

Mechanical Plan Review (when applicable)	25% of mechanical permit fee
Additional Plan Review (when applicable) – per hour	$95.00/hour, minimum one hour
Reinspection – per each	$95.00 ea.
Each additional inspection, above allowable – per each	$95.00 ea.
Inspections for which no fee is specifically – per each indicated (as required)	$95.00/hour, minimum one hour
Inspection outside of normal business hours	$95.00/hour, minimum 2 hours
Investigation fee - Mechanical	See Structural Investigation Fees
Residential or Commercial Mechanical Minimum Permit Fee	$86.00

PLUMBING PERMIT FEES
Residential

One bathroom, one kitchen	$375.00
Two bathrooms, one kitchen	$525.00
Three bathrooms, one kitchen	$600.00
Each additional bathroom > 3 – or – kitchen > 1	$100.00/each
Each additional 100 ft or fraction thereof of site utilities – water, sewer, storm (which includes rain, footing, trench, and leach) – first 100 ft included in bathroom/kitchen fee	$55.00

New 1&2 Family Dwelling – includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system. Half bath counted as whole.

Commercial and Non-New Residential

Site Utilities

Sanitary Sewer - First 100 feet or less	$95.00
Sanitary Sewer - Each additional 100 feet or fraction thereof	$55.00

Storm – first 100 feet or less	$95.00
Storm – Each additional 100 feet or fraction thereof	$55.00
Water – first 100 feet or less	$95.00
Water – Each additional 100 feet or fraction thereof	$55.00
Fixtures (fee per each)	
Absorption valve	$25.00
Backflow preventer	$25.00
Backwater valve	$25.00
Catch basin or area drain	$25.00
Clothes washer	$25.00
Dishwasher	$25.00
Drinking fountain	$25.00
Ejectors/sump pump	$25.00
Expansion tank	$25.00
Fixture cap	$25.00
Floor drain/floor sink/hub drain	$25.00
Garbage disposal	$25.00
Hose bib	$25.00
Ice maker	$25.00
Primer	$25.00
Residential fire sprinklers	$25.00
Sink/basin/lavatory	$25.00
Stormwater retention/detention tank/facility	$25.00
Swimming pool piping	$50.00
Trench drain	$25.00

Tub/shower/shower pan	$25.00
Urinal	$25.00
Water closet	$25.00
Water heater	$25.00
Other – plumbing	$25.00
Alternate potable water heating system	$25.00
Interceptor/grease trap	$25.00
Manholes	$25.00
Roof drain (commercial)	$25.00
Re-piping/retrofit water supply-residential for entire dwelling	$80.00

Medical Gas

Valuation:	Fee:
$1 - $2000	$150.00
$2001 - $25000	$150.00 for the first $2000 plus $15.00 for each additional $1000 or fraction thereof, to and including $25000
$25001 - $100000	$495.00 for the first $25000 plus $10 for each additional $1000 or fraction thereof, to and including $100000
$100001 and above	$1245.00 for the first $100000 plus $7.00 for each additional $1000 or fraction thereof

Residential Fire Suppression – Multipurpose/Continuous Loop System

Square Footage of Area to be Covered:	Fee:
0 – 2000 sq ft	$200.00
2001 – 3600 sq ft	$250.00
3601 - 7200 sq ft	$350.00
7201 sq ft and greater	$450.00

Fee includes plan review. See Structural Fee section for Standalone System.

Other Plumbing Fees

Valuation	Fee:
Plumbing Plan Review (when applicable) – commercial or residential	40% of commercial plumbing permit fee
Additional Plan Review (when applicable) – per hour	$95.00/hour, minimum one hour
Reinspection – per each	$95.00 ea.
Each additional inspection, above allowable – per each	$95.00 ea.
MH Park Service Connect Sewer, Water & Storm (per space)	$95.00
Inspections for which no fee is specifically indicated (as required) – per hour	$95.00/hour, minimum one hour
Inspection outside of normal business hours – per hour	$95.00/hour, minimum 2 hours
Investigation fee - Plumbing	See Structural – Investigation Fees
Residential or Commercial Plumbing Minimum Permit Fee	$95.00

GRADING PERMIT FEES

25 cubic yards or less	No permit required
26 – 100 cubic yards	$90.00
101 – 1,000 cubic yards	$90.00 for the first 100 cubic yards, plus $20.00 for each additional 100 cubic yards or fraction thereof
1,001 – 10,000 cubic yards	$270.00 for the first 1,000 cubic yards, plus $30.00 for each additional 1,000 cubic yards or fraction thereof
10,001 – 100,000 cubic yards	$540.00 for the first 10,000 cubic yards, plus $80.00 for each additional 10,000 cubic yards or fraction thereof
100,001 or more cubic yards	$1,260.00 for the first 100,000 cubic yards, plus $40.00 for each additional 100,000 cubic yards or fraction thereof

See 2019 Oregon Structural Specialty Code, Appendix J, Grading and Reedsport Municipal Code Chapter 10.12 Excavation, Grading and Earthwork Construction for grading requirements, definitions, and other information. No state surcharge.
A grading permit does not include the construction of retaining walls or other structures.

Grading Plan Review Fee

Plan review fee	65% of permit fee

MANUFACTURED DWELLING PLACEMENT PERMIT FEES
Manufactured Dwelling Placement

Manufactured Dwelling Placement Fee *	$400.00
State (Cabana) Fee	$30.00

* Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits – OAR 918-050-0130(1)-(2)
Decks 30" above ground, carports, accessory structures, garages, porches, and patios require separate permits and shall be based on the valuation of the cost and materials and labor per the Structural Permit Fee table. See Structural schedule by valuation for non-dwelling modular placements.

Manufactured Dwelling/RV Parks – Area Development Permit (ADP)

The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp – and applying the valuation amount to Table 1 as referenced for each.

INVESTIGATION FEES

Investigation Fee	At cost (1 hour minimum)

Applicable to all disciplines and established by the Building Official.
Cost to the jurisdiction shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.
Note: All permits and inspections are subject to state 12% state surcharge in accordance with state law. See Building Codes Division website for additional information on state surcharge.

ADMINISTRATIVE FEES

Permit Reinstatement fee – to renew already expired permit, as eligible and approved by the Building Official; subject to State Surcharge	$100.00
Permit Extension fee – to extend expiration on active permit; not subject to State Surcharge	$75.00
Copy fees	$0.50/page
Returned Check fee (NSF)	$25.00

There is an unknown fiscal impact.

Councilor Miller motioned that the City Council adopt Resolution 2024-005, to amend the City of Reedsport's building permit and inspection fees.

Councilor Wright seconded the motion.

MOTION:

that the City Council adopt Resolution 2024-005, to amend the City of Reedsport's building permit and inspection fees.

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner voted in favor of the motion. Student Councilor Adams cast an advisory vote in favor.)

7. MISCELLANEOUS ITEMS
(Mayor, Councilors, City Manager, City Attorney)

1. City Manager Deanna Schafer stated the Oregon Coast Management Program (OCMP), headed by Oregon DLCD approached Reedsport about engaging in an Estuarine Resilience Action Planning (ERAP) effort. The end product of the planning effort would include an inventory of green infrastructure projects that can range from land acquisition to requirements of bioswales in future developments. An identified project inventoried by this planning effort would be able to access greater funding opportunities. An identified project can be a green infrastructure project to increase the resilience of a gray infrastructure. The

program will take place over two years' time. The project will require 80 Hours of staff time.

2. Finance Director Michelle Fraley stated that Senate Bill 1576 passed restoring the recreational immunity that temporarily opened recreational trails.
3. Michelle Fraley stated that the City audit report reflected zero accounting errors.
4. Hailey Sheldon stated that the City's building department will be updating their software program to E-Permitting on May 1, 2024.
5. Public Works Director Kim Clardy stated that the Winchester Bay water line project has started and that the County's 2nd phase is out for bid.
6. Public Works Director Kim Clardy stated that the ozone generator is on line.
7. Kim Clardy stated that the pump station at Champion Park is failing and is at the City Shops currently being looked at.
8. Police Chief John Carter stated that Zane Mitchell graduated from the Corrections Academy, Full Academy, and the Police Academy last Friday.
9. Chief Carter stated that City of Reedsport Police Department raised $722 for Special Olympics by taking The Plunge.
10. Chief Carter thanked not only the dispatchers but all officers, firefighters, emergency medical personnel, as well as citizens in recognition of the National Telecommunicator Week Proclamation.
11. City Attorney Melissa Cribbins stated the recreational immunity fix is that the word "walking" was not included in the recreational law and had to add that in.
12. City Attorney Melissa Cribbins stated the City of Brookings has been involved with litigation with St. Timothy's Episcopal Church regarding when benevolent meals can serve free meals. The City of Brookings passed a land use rule that restricted benevolent organizations and the amount of time they can serve free meals. The federal court ruled against them.

EXECUTIVE SESSION OF THE REEDSPORT CITY COUNCIL
April 1, 2024

PRESENT: Mayor Linda McCollum

Councilors Chuck Miller, Allen Teitzel, Rich Patten, Debby Turner, Rob Wright, Cindy Wegner

City Manager Deanna Schafer

City Attorney Melissa Cribbins

A. Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

B. Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

C. Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal

rights and duties of a public body with regard to current litigation or litigation likely to be filed.

8. OPEN SESSION:

Councilor Teitzel motioned that the City Council extend a meeting 9:30 p.m. to 10:00 p.m.

Councilor Miller seconded the motion

MOTION:

that the City Council extend a meeting 9:30 p.m. to 10:00 p.m.

VOTE:

AYES 7 NAYES 0

(Mayor McCollum, Councilors Miller, Teitzel, Patten, Turner, Wright, and Wegner voted in favor of the motion.

9. ADJOURN

Mayor McCollum adjourned the meeting at 10:00 P.M.

Linda McCollum, Mayor

ATTEST:

Deanna Schafer, City Recorder

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-025
Agenda of May 6, 2024
Re: Ordinance 2024-1211

ISSUE:

Shall the City Council ratify the adopted Ordinance 2024-1211, which amended sections of the Reedsport Transportation System Plan to reference the Reedsport Rail Crossing Study, which includes pedestrian improvements at Greenwood Avenue provided the City can acquire access to go through the current undercrossing?

BACKGROUND:

The City Council voted to amend Ordinance 2024-1211 at the City Council meeting on April 1, 2024 which includes the following language to Project Sheet RRCS-4:

Greenwood Avenue	RRCS-4	Install a multi-use path north of OR 38 and between E and W Railroad Avenues, and upgrade the existing rail bridge, if the City can acquire the necessary right-of-way and rail crossing order. The multi-use path will follow the former Greenwood Avenue right-of-way and utilize the existing northerly OR 38 rail undercrossing.

FISCAL IMPACT:

There is an unknown fiscal impact.

COUNCIL ALTERNATIVES:

1. *** Ratify the adopted Ordinance 2024-1211, which amended sections of the Reedsport Transportation System Plan to reference the Reedsport Rail Crossing Study, which includes pedestrian improvements at Greenwood Avenue provided the City can acquire access to go through the current undercrossing.**

2. Adopt Ordinance 2024-1211 with modifications to the study, to amend sections of the Reedsport Transportation System Plan to reference the Reedsport Rail Crossing Study.

3. Decline to adopt Ordinance 2024-1211, to amend sections of the Reedsport Transportation System Plan to reference the Reedsport Rail Crossing Study, and to include pedestrian improvements at Greenwood Avenue provided the City can acquire access to go through the current undercrossing.

RECOMMENDATION:

Staff recommends Alternative #1.

Hailey Sheldon
Contract Planning Director

ATTACHMENTS:

1. Ordinance 2024-1211

ORDINANCE EXHIBITS:

1. Reedsport Rail Crossing Study Project Sheets

ORDINANCE 2024-1211

AN ORDINANCE AMENDING SECTIONS OF THE REEDSPORT TRANSPORTATION SYSTEM PLAN TO REFERENCE THE REEDSPORT RAIL CROSSING STUDY

WHEREAS, the Department of Land Conservation and Development adopted the Transportation Planning Rule to implement Statewide Planning Goal 12 and;

WHEREAS, the Transportation Planning Rule is implemented by Oregon Administrative Rule (OAR) 660-12 and;

WHEREAS, the OAR requires all cities to have an approved Transportation System Plan and;

WHEREAS, the City of Reedsport is responsible for periodically reviewing and updating its Transportation System Plan to ensure that the plan remains contemporary and;

WHEREAS, the City partnered with the Oregon Department of Transportation (ODOT) to conduct a rail crossing study to develop and evaluate solutions to address anticipated increases in rail activity along the Coos Bay Rail Line and;

WHEREAS, to mitigate future increased rail activity associated with the proposed Port of Coos Bay Pacific Coast Intermodal Port, the Reedsport Rail Crossing Study must be adopted by reference into the Reedsport Transportation System Plan and;

WHEREAS, in order to implement the identified projects identified in the Reedsport Rail Crossing Study certain sections of the Reedsport Transportation System Plan must be amended.

NOW, THEREFORE, THE CITY OF REEDSPORT ORDAINS AS FOLLOWS:

On the basis of the facts contained in the record, the City Council finds there is sufficient justification and need to accept the Planning Commission recommendation and hereby adopt as its own the Findings of Fact of the Planning Commission which are included as Exhibit 1.

Reedsport's Transportation System Plan hereby amended as follows:

1. The Reedsport Railroad Crossing Study (Exhibit 2) is hereby adopted into the Reedsport Transportation System Plan.

2. The projects detailed in the Reedsport Rail Crossing Study Project Sheets, included as Exhibit 3, are hereby added to the Reedsport Transportation System Plan; those projects are:

Location	Project Sheet	Project Description
Winchester Avenue At-Grade Crossing	RRCS-1	Install a four-quadrant gated rail crossing on Winchester Avenue at the existing at-grade rail crossing. Also, work with ODOT to install a dynamic train activity warning sign on US 101, south of Winchester Avenue.
OR 38 Overcrossing	RRCS-2	Install a grade-separated rail crossing (overcrossing) with retaining walls on OR 38 and reconfigure the US 101/OR 38-Port Dock Road intersection.
US 101 Refinement Plan	RRCS-3	Conduct a refinement plan for US 101 from the Umpqua River to Schofield Creek to evaluate access management and, at a minimum, potential modifications to the US 101/OR 38-Port Dock Road intersection.
Greenwood Avenue	RRCS-4	Install a multi-use path north of OR 38 and between E and W Railroad Avenues and upgrade the existing rail bridge, if the City can acquire the necessary right-of-way and rail crossing order. The multi-use path will follow the former Greenwood Avenue right-of-way and utilize the existing northerly OR 38 rail undercrossing.
*See Exhibit 3 for Project Sheets "RRCS-1" through "RRCS-4"		

Following Council's adoption, Reedsport's Transportation System Plan shall be amended to include the Reedsport Rail Crossing Study.

EFFECTIVE DATE OF ORDINANCE: This Ordinance shall become effective on May 1st, 2024

PASSED BY THE CITY COUNCIL this 1st day of April, 2024

AYES_____7_____ NAYS_____0_____

APPROVED BY THE MAYOR this 1st day of April, 2024

_____
Mayor Linda McCollum

ATTEST:

_____
City Recorder, Deanna Schafer

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-026
Agenda of May 6, 2024
Re: Resolution 2024-006

ISSUE:

Shall the City Council approve Resolution 2024-006 adopting the 2024 Douglas County Multi-Jurisdictional Natural Hazards Mitigation Plan?

BACKGROUND & OVERVIEW:

The Disaster Mitigation Act of 2000 and the regulations contained in 44 CFR 201 require cities and counties to maintain an approved "Natural Hazard Mitigation Plan," in order to receive FEMA Hazard Mitigation Assistance funds for mitigation projects (such as Reedsport's levee project).

The "Douglas County's Multi-Jurisdictional Natural Hazards Mitigation Plan" is intended to (a) reduce hazard risk and (b) guide mitigation activities, throughout the County.

The Douglas County NHMP was drafted in 2023, in coordination between Douglas County, Reedsport, Canyonville, Drain, Elkton, Glendale, Myrtle Creek, Oakland, Riddle, Sutherlin, Winston, Yoncalla, special districts, and others. The NHMP has been (a) locally reviewed and deemed complete, (b) reviewed by the Oregon Department of Emergency Management, (c) reviewed by FEMA; once resolutions are executed at the local level and documentation is provided to FEMA, the NHMP will be formally acknowledged by FEMA.

Note: Reedsport adopted and gained FEMA acknowledgement for its own "stand alone" NHMP in 2016. In addition, Reedsport adopted the 2017 Douglas County's Multi-Jurisdictional Natural Hazards Mitigation Plan, in 2017.

If adopted, the 2024 Douglas County Multi-Jurisdictional NHMP will replace both Reedsport's 2016 NHMP and Douglas County's 2024 NHMP, as the City's NHMP.

FISCAL IMPACT:

There is an unknown fiscal impact.

COUNCIL ALTERNATIVES:

1. Approve Resolution 2024-006, adopting the 2024 Douglas County Multi-Jurisdictional Natural Hazards Mitigation Plan.

2. Amend and approve Resolution 2024-006, adopting the 2024 Douglas County Multi-Jurisdictional Natural Hazards Mitigation Plan.

3. Decline to approve Resolution 2024-006, adopting the 2024 Douglas County Multi-Jurisdictional Natural Hazards Mitigation Plan.

RECOMMENDATION:

Staff recommends alternative #1.

Hailey Sheldon
Contract Planning Director

ATTACHMENTS:

1. Resolution 2024-006
2. 2024 Douglas County Multi-Jurisdictional Hazard Mitigation Plan – available upon request.

RESOLUTION 2024-006

A RESOLUTION ADOPTING THE DOUGLAS COUNTY 2024 MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

WHEREAS the proposed Douglas County 2024 Multi-Jurisdictional Natural Hazard Mitigation Plan has been developed collaboratively between Federal, Tribal, State, and Local Government, and has included County/City citizen involvement; and

WHEREAS the matter of adoption of the Douglas County 2024 Multi-Jurisdictional Natural Hazard Mitigation Plan was brought to the Reedsport City Council on May 6, 2024; and no objections having been made to the proposed Plan; and

WHEREAS the proposed Douglas County 2024 Multi-Jurisdictional Natural Hazard Mitigation Plan was developed under the guidelines of the FEMA Local Mitigation Plan Review Guide which is taken from the planning requirements of Title 44 Sub-chapter D of the Code of Federal Regulations; and

WHEREAS the Douglas County 2024 Multi-Jurisdictional Natural Hazard Mitigation Plan is in the interest of the citizens of Douglas County and the City of Reedsport;

NOW, THEREFORE, BE IT RESOLVED that the Reedsport City Council hereby adopts the Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan.

PASSED BY THE CITY COUNCIL this 6th day of May, 2024.

AYES_____ NAYS_____

APPROVED BY THE MAYOR this 6th day of May, 2024.

_____
Linda McCollum, Mayor

ATTEST:

_____
Deanna Schafer, City Recorder

REEDSPORT

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-027
Agenda of May 6, 2024
RE: Auditing Services

ISSUE:

Shall the City Council authorize the City Manager to negotiate a contract extension with Pauly, Rogers and Co. P.C. for financial auditing services?

BACKGROUND:

The audit firm of Pauly, Rogers and Co. P.C. Tigard, OR has been under contract for the past five years to provide financial auditing services to the City. In 2019, a Request for Proposal was solicited and Pauly Rogers and Co. P.C. from Tigard, OR was awarded a three year contract which expires with the completion of the audit for fiscal year 2020/2021. The Request for Proposal includes a provision to extend the contract for an additional fourth and fifth year per Council action.

Pauly, Rogers and Co. P.C. have conducted the City of Reedsport audits for the past five years and have been available and responsive for help and questions during the fiscal years without additional fees. It was determined that Pauly, Rogers and Co. P.C. would best meet the City needs. Pauly, Rogers and Co. has submitted a three-year proposal. The proposal is for a three year extension for the City of yearly fees for consecutive years at a cost of $21,300, $24,000 and $25,000; if a single audit is required the additional fees would be $4,000.

It is recommended that a three year extension be granted for personal services contract for financial auditing services for Fiscal Years 2023/2024, 2024/2025 and 2025/2026 to Pauly, Rogers and Co. P.C. of Tigard, OR.

FISCAL IMPACT:

The yearly audit fee will be paid through an allocation from the major budget funds.

ALTERNATIVES:

1. *** Authorize the City Manager to negotiate a contract extension with Pauly, Rogers and Co. P.C. for financial auditing services and sign on behalf of the City.**

2. Decline to authorize the City Manager to negotiate a contract extension with Pauly, Rogers and Co. P.C. for financial auditing services.

3. Table this issue and direct staff to conduct additional research.

RECOMMENDATION:

Staff is recommending alternative #1.

Michelle Fraley
Finance Director

PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97224
(503) 620-2632 ♦ (503) 684-7524 FAX
www.paulyrogersandcocpas.com

April 15, 2024

City of Reedsport
451 Winchester Ave

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2024. We will audit the basic financial statements of City of Reedsport as of and for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Reedsport as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Reedsport's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Reedsport's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as identified in the financial report, is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Reedsport's financial statements. We will subject the supplementary information, as identified in the financial report, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

In connection with our audit of the basic financial statements, we will read the other information, as identified in the financial report, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Reedsport's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare OR assist in preparing the financial statements and related notes of City of Reedsport in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are also responsible for the preparation of the other supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Your employees will also upload all requested information to our sharefile portal. We anticipate that the audit will be conducted remotely. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pauly, Rogers and Co. P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pauly, Rogers and Co. P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kenny Allen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following, except as noted below:

Audit Services:	
Financial Statement Audit	$ 20,100
Single Audit (per program)	3,800
Non-Audit Services:	
Assistance in preparation of Financials Statements	1,200
Total	$ 25,100

If the City does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the City must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of $1,000 will be charged to the City. If the audit team arrives at the City's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the City's books and records are adequately prepared for audit and a mobilization fee of $1,000 will be charged to the City.

Upon issuance of any invoices, there is a 30-day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the City and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City shall be asserted more than two years after the date of this engagement report issued by us.

The City hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management, regardless of whether such person was acting in the City's interest. This indemnification will survive termination of this letter.

We have provided staff to work with your City as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your City, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

Reporting

We will issue written reports upon completion of our audit of City of Reedsport's financial statements. Our reports will be addressed to management and the governing body of City of Reedsport, which will also address other information in accordance with AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

City of Reedsport
April 15, 2024

We appreciate the opportunity to be of service to City of Reedsport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

Kenny Allen, CPA
Municipal Auditor
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

Date: _____

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-028
Agenda of May 6, 2024
RE: Hospital Dispatch Contract

ISSUE:

Shall the City Council authorize the City Manager to sign a 5 year lease renewal for a Dispatch Services contract with the Lower Umpqua Hospital?

BACKGROUND:

The lease on the Dispatch Services expires on June 30, 2024. The City wishes to renew this lease for an additional 5 years.

The City's contract with the Hospital currently generates around $70,259.03 annually in revenue. The previous contract offers no explanation or methodology for how this number was determined or if it is representative of the current level of service being provided. The proposed rates have been mutually agreed upon by both parties and are representative of a percentage of increase based on consumer price index, western states accumulated from the original contract date, subtracting the annual increase of 1.5% over the last 10 years.

Staff has drafted the new dispatch service contract to reflect the Hospital's proportionate share of the dispatch expenses. The Hospital has agreed to the new contract.

FISCAL IMPACT:

The new contract would increase revenues in the Police budget by approximately $4,025annually.

ALTERNATIVES:

1. *** Authorize the City Manager to sign a 5 year lease renewal for a Dispatch Services contract with the Lower Umpqua Hospital.**

2. Decline to authorize the City Manager to sign a 5 year lease renewal for a Dispatch Services contract with the Lower Umpqua Hospital.

3. Table this issue and direct Staff to do more research.

RECOMMENDATION:

Staff recommends alternative #1.

Deanna Schafer
City Manager

DISPATCH SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____day of_____, 2024, by and between the CITY OF REEDSPORT ("City") and LOWER UMPQUA HOSPITAL DISTRICT ("District") both entities being referred to herein as "Parties." This agreement supersedes all others.

RECITALS:

Whereas the District operates an ambulance service; and,

Whereas the District requires emergency call and dispatch communications services for said ambulance; and,

Whereas the District has used the City communication services in the past and desires to continue using City communication services; and,

Whereas this Agreement is to memorialize the terms thereof.

CITY AND DISTRICT AGREE:

The Parties adopt the recitals (above) by reference.

1 **CITY'S OBLIGATIONS:**

1.1 During the term of this agreement, City will provide the District with 24-hour emergency and nonemergency communication services.

1.2 The City will notify the District immediately if at any point during the terms of this Agreement communication services become unavailable, whether by mechanical, natural or human failure and will notify the same when communications have been restored.

1.3 Annually and no later than April 30, the City shall provide the District with notification of the next billing for the next fiscal year. A fiscal year begins on July 1st and ends June 30th the following year.

2 **DISTRICT'S OBLIGATIONS:**

2.1 The District agrees to pay an initial annual charge to the City for Communication Services of $74,474.57 by July 1, 2024.

2.2 On July 1, 2025, and annually on July 1st for the remaining term of this Agreement, the annual charge shall be adjusted by 2% to offset increased personnel, material and equipment costs.

3 **TERM:**

3.1 The initial term of this Agreement shall commence on July 1, 2024 and shall continue through June 30, 2028.

3.2 This Agreement shall remain in effect until terminated by the Parties. Should the initial term expire, the Agreement will be automatically extended in increments of five years. Each extension shall begin July 1 and end on June 30 of the fifth year. Any extensions shall be on the same conditions as this agreement.

3.3 Unless the context clearly indicates otherwise, any references in this Agreement to the term of the Agreement shall be deemed to include the initial term and extensions.

3.4 Either Party may terminate this Agreement with 60 days written notice to the other parties of its intention to do so, except that the District shall not terminate within the first 2 years of this Agreement.

4 **PAYMENT:**

4.1 The District shall make an annual payment to the City for services covered by this Agreement. Payments shall be made within 30 days of the beginning of each fiscal year.

5 **COMPLIANCE WITH LAW:** This Agreement will be governed by and construed in accordance with laws of the State of Oregon. All Parties shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of the federal, state, and local governments with respect to the obligations covered by this Agreement.

6 **TORT CLAIMS:** Each party to this Agreement shall be responsible for its own negligence and other torts.

7 **DEFAULT:**

7.1 There shall be a default under this Agreement if any party fails to perform any act or obligation required by this Agreement within fifteen days after the party gives written notice specifying the breach, If the breach specified in the notice cannot be completely cured within the fifteen day period, no default shall occur if the party receiving the notice begins compliance within the fifteen day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

7.2 Notwithstanding subsection 7.1, any party may declare a default by written notice to the other parties, without allowing an opportunity to cure, if the other party repeatedly, materially breaches the terms of this Agreement.

7.3 If a default occurs, before any party may bring an action in any court concerning any obligations under this Agreement such party must first seek in good faith to resolve the issue through negation, mediation, or through other non-binding alternative dispute resolution process.

7.4 If a default occurs and it is not resolved under subsection 7.3, the party injured by the default may elect to terminate this Agreement, as provided in section 3.4, and pursue any equitable or legal rights and remedies available under Oregon Law. All remedies shall be cumulative.

7.5 Any litigation arising out of this Agreement shall be conducted in Circuit Court of the State of Oregon in Douglas County.

8 **AUTHORITY OF THE CITY MAMAGER:** The City Manager shall have the authority to represent the City on all matters concerning administration of this Agreement. The City Manager may give notices under the Agreement, interpret the provisions of the Agreement, implement the policies of the City with respect to the Agreement, and take any action authorized by the Reedsport City Council. The City Manager may approve extensions of the term of this Agreement.

9 **AUTHORITY OF DISTRICT ADMINISTRATOR:** The District Administrator shall have the authority to represent the District on all matters concerning administration of this Agreement. The Administrator may give notices under the Agreement, interpret the provisions of the Agreement, implement the policies of the District with respect to the Agreement, and take any action authorized by the District. The Administrator may approve extensions of the term of this Agreement.

10 **NOTICES:** Any notice required to be given under this Agreement shall be in writing and shall be given by personal delivery, mail, or facsimile transmission. Any notice required to be given by law shall be given in the manner specified by the applicable law. Notices to the City shall be mailed to the City Manager, Reedsport City Hall, 451 Winchester Ave, Reedsport Oregon 97467. Notices to the District shall be directed to the District Administrator, Lower Umpqua Hospital District 600 Ranch Rd, Reedsport, OR 97467.

11 **NO WAIVER:** No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute waiver of any breach.

12 **SEVERABILITY:** If any of this Agreement is held by a court to be invalid, such invalidity shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid provision had never been included.

13 **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final Agreement between the parties. This Agreement may be changed only by written amendments or modifications that are signed by both Parties.

CITY OF REEDSPORT

City Manager

_____

Deanna Schafer Date

LOWER UMPQUA HOSPITAL DISTRICT

District Administrator

4/9/2024

John Chivers Date

June 2024	74,474.57
June 2025	75,964.06
June 2026	77,483.34
June 2027	79,033.01
June 2028	80,613.67

CITY OF REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-029
Agenda of May 6, 2024
RE: Senior Center Lease

ISSUE:

Shall the City Council approve a lease for the Lower Umpqua Senior Center to Douglas County Senior Services for the purpose of preparing and serving meals and authorize the City Manager to sign on behalf of the City?

BACKGROUND:

In 1989, the Lower Umpqua Senior Center was expanded to accommodate the rising number of users in a collaborated effort between the Douglas County Housing Authority (owner of the land), the City of Reedsport (owner of the building) and the Lower Umpqua Community Center, Inc. (non-profit that oversees daily operation). The City then subleases a portion of the building to the Douglas County Department of Health and Social Services, Senior Services Division for the preparation and serving of meals to seniors and for other senior-oriented activities three days per week.

Annually, the City negotiates a lease agreement with Senior Services for their use of the building. The lease period is for two years commencing July 1, 2024 and ending June 30, 2026. The lease stipulates the rental amount from July 1, 2024 to June 30, 2025 at $826.92 and from July 1, 2025 to June 30, 2026 at 843.46, areas of the building being leased, and the times of use during the week. A copy of the proposed lease is attached.

FISCAL IMPACT:

The General Fund revenue in the amount of $9,923.04 for fiscal year 2024-2025 and $10,121.52 for fiscal year 2025-2026.

COUNCIL ALTERNATIVES:

1. *** Approve a lease for the Lower Umpqua Senior Center to Douglas County Senior Services for the purpose of preparing and serving meals and authorize the City Manager to sign on behalf of the City.**

2. Table this issue and direct staff to conduct additional research.

Christina Crockett
Dep. City Recorder/Exec. Assistant

3. Decline to renew a lease with Douglas County Health and Social Services.

Christina Crockett
Dep. City Recorder/Exec. Assistant

COPY

LEASE
No. _____
FOR THE LOWER UMPQUA SENIOR CENTER

This lease is made on the ____ day of _____ 2024, between CITY OF REEDSPORT, an Oregon municipal corporation ("Lessor"), and DOUGLAS COUNTY, a political subdivision of the State of Oregon ("Lessee" or "County").

LESSOR AND LESSEE AGREE:

1. LEASED PREMISES: Lessor leases to Lessee on the terms and conditions stated below the following described premises: The Lower Umpqua Senior Center located at 460 Winchester Avenue, Reedsport, Oregon ("Premises").

2. TERM:
2.1. The term of this lease shall commence on July 1, 2024 and end on June 30, 2026.

3. PAYMENT:
3.1. Lessee shall pay Lessor as rent for the Premises from July 1, 2024 to June 30, 2025 in the amount of $826.92 for each month Lessee uses the facilities for activities specified in section 4.
3.2. Lessee shall pay Lessor as rent for the Premises from July 1, 2025 to June 30, 2026 in the amount of $843.46 for each month Lessee uses the facilities for activities specified in section 4.
3.3. Rental payments shall be made to Lessor at the address specified in subsection 19.1.

4. USE:
4.1. County, by and through its Senior Services Department and its Area Agency on Aging (AAA), shall use the premises for community functions and services to its clients, including but not limited to food serving, pursuant to the County's intergovernmental agreement with the Oregon Department of Human Services.
4.2. Lessee may share the use of an office at the premises with other users on days stated above, between the hours of 8:00 a.m. and 5:00 p.m.
4.2.1. Lessee shall have the right to place such personal property in the office that Lessee considers necessary to conduct Lessee's business.
4.3. Lessee shall use the activity rooms on the west side of the premises on Tuesdays, Thursdays and Fridays of each week between the hours of 9:45 am and 2:00 pm for serving food to Lessee's clients.
4.3.1. Lessee shall have the right to use common areas necessary for the preparation, delivery and clean-up of the meals (including but not limited to the kitchen, main dining room, restrooms and the office) during the hours of the lease.
4.3.2. Lessee shall have the right to use Lessor's fixtures, appliances, and furniture located on the premises, including but not limited to stoves, refrigerators, sinks, tables, and chairs.

4.3.3. Lessee shall have the right to use Lessor's cooking utensils, plates, flatware, and glassware to provide services to Lessee's clients.

4.3.4. Lessee shall use the food storage areas at all times during the term of this lease.

4.4. An exception to the hours of use would be in the event that the City of Reedsport were in need of utilizing the entire facility for a City sponsored, civic type of event such as the Confluence Festival.

4.4.1. This exception will be limited to no more than three (3) events during the lease period unless agreed upon by the parties.

4.4.2. These events would only restrict the lessee's access to no more than one (1) normal meal day during any given week unless agreed upon by the parties.

4.4.3. In the event the facility was to be utilized on a normal meal day, one other non-meal day may be used as an alternate meal day.

4.4.4. The City of Reedsport agrees to give a minimum of a thirty (30) day notice to the meal site coordinator of any planned event.

4.5. Lessee shall use the premises to conduct educational, health and other social services.

4.6. Lessee shall not use the premises on legal holidays observed by Lessee.

4.7. Lessee shall abide by Lessor's policies regarding the use of the premises unless the policies violate federal, state, or local laws, regulations, administrative rules, or ordinances, or are otherwise inconsistent with the provisions of this lease.

5. CARE & MAINTANENCE OF LEASED PREMISSES:

5.1. Lessor shall maintain the premises in good order and repair, and safe condition, including plate glass, electrical wiring, plumbing, heating, fixtures, appliances, kitchen equipment (stove, refrigerator, oven(s), cooking utensils, etc.), furniture (including table and chairs), dinnerware (including dishes, flatware and glassware), and any other system or equipment upon the real property.

5.2. Lessee shall leave the premises and Lessor's personal property in a neat, clean, and serviceable condition, as received, at the end of each day that Lessee uses the premises. Normal wear and tear on the aforementioned items accepted.

6. FUNDING: This Lease is subject to either or both (1) the 2024-2025 State of Oregon Intergovernmental Agreement (the "Contract"), Contract # 181146, (executed by the State on or about November 15, 2023, between the State acting by and through its Department of Human Services ("Department"), and Douglas County, which contract and recorded in the Douglas County Court Journal on November 15, 2023, under recording number CJ 2023-1306. The Lessor (referred to in the Contracts as "Provider") shall comply with all applicable provisions of the Contract, as amended. Attached to this Lease is "Attachment A." (2) the 2024-2026 State of Oregon Intergovernmental Agreement (the "Contract"), Contract # _____, (executed by the State on or about _____, 20__), between the State acting by and through its Department ("Department") and Douglas County, which contract and recorded in the Douglas County Court Journal on the ___ day of _____ 20__, under recording number CJ 20__-____. The

Lessor (referred to in the Contracts as "Provider") shall comply with all applicable provisions of the Contract, as amended. Attached to this Lease is "Attachment __." [Contractor authorizes County to fill in the blanks in this paragraph once the Contract is recorded.]

7. COMPLIANCE WITH LAW: This lease will be governed by and construed in accordance with laws of the State of Oregon.

7.1. Each party shall observe and comply with all present and future laws, orders, regulations, rules, ordinances, and requirements of federal, state, county, and city governments with respect to use of the premises.

7.2. Lessee shall abide by Lessor's policies regarding the use of the premises unless the policies violate federal, state, or local laws, regulations, administrative rules, or ordinances, or are otherwise inconsistent with the provisions of this lease.

8. SAFEGUARDING OF CLIENT INFORMATION: The use or disclosure by any party of any information concerning a client of Lessee for any purpose not directly connected with the administration of this lease is prohibited except on written consent of the Lessee, the client, or the client's legal representative.

9. CIVIL RIGHTS OF THE CLIENT: Lessor shall not, on the ground of race, color, national origin, sex, age, or handicap, discriminate against any client of Lessee with respect to use of the premises.

10. RECORDS:

10.1. Lessor shall maintain books, records, and documents, and accounting procedures and practices which properly reflect all direct and indirect costs expended in the performance of this lease.

10.2. Lessor shall retain all books, records, and other documents relevant to this lease for three years after the end of the fiscal year during which they were created and any longer period which may be required to resolve any pending audit findings.

10.3. Upon the request of Lessee, Lessor's records shall be available at reasonable times for inspection by representatives of Lessee and federal, state, and county governmental agencies that have jurisdiction over the activities covered by this lease.

11. DEFAULT:

11.1. There shall be a default under this lease if either party materially fails to comply with any provision of this lease within thirty days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice is of such a nature that it cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure as soon as practicable. If substantially the same act or omission that constituted a prior breach for which notice was given recurs within the term of this lease, the

party injured by the breach may declare a default by written notice to the other party without affording an opportunity to cure the breach.

11.2. Notwithstanding subsection 11.1, Lessor may declare a default immediately if Lessee fails to pay rent within 30 days after it is due.

11.3. Notwithstanding subsection 11.1, Lessee may declare a default immediately if Lessor commits acts that jeopardize the health, safety, or security of Lessee's clients.

11.4. In the event of a default, before either party may bring an action in any court concerning any provisions of this lease, such party must first seek in good faith to resolve the issue through negotiation, mediation, or other non-binding dispute resolution.

11.5. If a default occurs and it is not resolved under subsection 11.4, above, the party injured by the default may elect to terminate this lease and pursue any equitable or legal rights and remedies available under Oregon law. Any litigation arising out of this lease shall be conducted in the Circuit Court of the State of Oregon for Douglas County.

12. TERMINATION WITHOUT CAUSE:

12.1. In addition to the right to terminate for default under section 11, Lessee may terminate all or part of this lease by written notice to Lessor if any of the following events occur:

12.1.1. Reimbursement to Lessee from federal, state, or other sources is not obtained and continued at levels sufficient to allow for payment of the rental;

12.1.2. Federal or state laws, regulations, or guidelines are modified or changed in such a way that the services being provided to Lessee's clients are no longer allowable or appropriate; or

12.1.3. County's Area Agency on Aging (AAA) Director determines that early termination is in the County's best interest.

12.2. If practicable, Lessee will endeavor to give written notice to Lessor 30 days prior to termination under subsection 12.1., but failure to give notice within that time frame shall not invalidate Lessee's decision to terminate.

12.3. Any termination under this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

13. INDEMNIFICATION:

13.1. Lessor and the officers, employees, and agents of Lessor are not agents of County as those terms are used in ORS 30.265.

13.2. To the extent permitted by ORS 221.410 (if applicable), and within the limits of liability stated in the Oregon Tort Claims Act (if applicable), Lessor shall defend, indemnify, and hold harmless Lessee and Lessee's officers, employees, and agents from and against all claims and actions for injury to any person or damage to property (1) caused by the negligence or other wrongful acts or omissions of Lessor or Lessor's officers, employees, agents, or subcontractors, or (2) arising out of the use of the premises by Lessee and Lessee's officers, employees, agents, and clients.

13.3. To the extent permitted by the Oregon Constitution, and within the limits of liability stated in the Oregon Tort Claims Act, Lessee shall defend,

indemnify, and hold harmless Lessor and Lessor's officers, employees, and agents from and against all claims and actions for injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of Lessee or Lessee's officers, employees, and agents.

14. LIABILITY INSURANCE:

14.1. Lessor shall, at its own expense, at all times during the term of this lease, maintain in force a commercial general liability policy for the premises, including contractual liability coverage for obligations assumed under this lease.

14.2. Liability coverage must be equal to or greater than the limits for claims made under ORS 30.260 to 30.300 with minimum coverage as follows:

14.2.1. Commercial general liability limits of at least $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate.

14.3. Insurance must provide "occurrence" coverage and must name State of Oregon, State Department of Human Services, Douglas County, and their divisions, officers, employees, and agents as additional insureds.

14.4. Prior to beginning date of the Lease term, Lessor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the County Counsel. If the insurance certificate(s) requires an endorsement in order for the County to be an additional insured, then Contractor shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions.

15. PROPERTY INSURANCE:

15.1. Lessor shall, at its own expense, insure the premises against fire and other risks or loss. Lessor shall not be responsible for carrying insurance on any property owned by Lessee.

15.2. Lessee is self-insured for damage to Lessee's personal property. Lessee shall not be responsible for carrying insurance on Lessor's property.

15.3. Neither party shall be liable to the other party for any loss or damage to the other party's property which is caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, regardless of whether the loss is actually insured.

15.4. The Lessor's property insurance certificate must name County and its officers, employees, and agents as additional insureds.

15.5. Prior to beginning date of the Lease term, Lessor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the County Counsel. If the insurance certificate(s) requires an endorsement in order for the County to be an additional insured, then Contractor shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions.

16. WAIVER: No provision of this lease shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived its rights. Any waiver of a breach by a party, whether express or implied, shall not constitute waiver of any other different or subsequent breach.

17. SUCCESSORS: The successors, assigns, and legal representatives of Lessor and Lessee shall be subject to all provisions of this lease. Neither party shall assign its rights or obligations under this lease, or enter into subcontracts, without prior written consent of the other party.

18. ADMINISTRATOR: The administrator of this agreement shall be the director of the Douglas County Land Department.

19. NOTICES: Any notice required to be given under this lease, or any notice required to be given by law, shall be in writing and shall be given by personal delivery, or by registered or certified mail.

19.1. Notices to Lessor shall be delivered or mailed to:

_____
_____
_____

19.2. Notices to County shall be delivered or mailed to:
Douglas County Land Department
1036 SE Douglas Avenue, Rm. 214
Roseburg, OR 97470

20. ENTIRE AGREEMENT: The foregoing constitutes the final and complete agreement of the parties and supersedes all prior and existing written or oral understandings except as otherwise continued in effect by the terms of this lease. No modification of this lease shall be valid unless it is in writing and signed by the parties.

LESSOR

By_____
Title_____
Print Name_____
Fed ID#_____
Date_____

DOUGLAS COUNTY

By_____
Chair
By_____
Commissioner
By_____
Commissioner
Date_____

REVIEWED AS TO CONTENT
By_____
Land Department Director
Date_____

REVIEWED AS TO FORM
By_____
Office of County Counsel
Date_____

REVIEWED AS TO CONTENT
By_____
Senior Services Department Director
Date_____

ATTACHMENT A TO DOUGLAS COUNTY SUBCONTRACTS
RE: DHS REQUIREMENTS FOR 2021-2023 IGA SENIOR SERVICES FUNDED PROVIDER CONTRACTS

1. Contractor (hereinafter referred to as "Provider") shall comply with all applicable provisions of the 2023-2025 State of Oregon Intergovernmental Agreement, state contract # 1B1146 – executed by the State of Oregon ("State") on or about November 15, 2023 –, between the State acting by and through its Department of Human Services ("Department" or "DHS") and Douglas County ("County"), which Contract was recorded in the Douglas County Court Journal on the 15th day of November, under recording number CJ 2023-1306.

2. The applicable Contract provisions that apply to this subcontract with Provider include, but are not limited to, the following provisions of the Contract: Exhibit A, Part 4, § 1. (HIPAA Compliance); Exhibit A, Part 4, § 2. (Confidentiality of Information); Exhibit A, Part 4, § 3 (Privacy and Security); Exhibit B, § 1. (Governing Law, Consent to Jurisdiction); Exhibit B, § 2. (Compliance with Law); Exhibit B, § 3. (Independent Parties); Exhibit B, § 7. (Ownership of Intellectual Property); Exhibit B § 13. (Insurance); Exhibit B, § 14. (Records Maintenance; Access); Exhibit B § 15. (Information Privacy/Security/Access); Exhibit B, § 17. (Assignment of Agreement, Successors in Interest); Exhibit B, § 19. (Subcontracts); Exhibit B, § 20. (No Third Party Beneficiaries); Exhibit B, § 21. (Amendments); Exhibit B, § 22. (Severability); Exhibit B, § 24. (Notice); Exhibit B, § 26. (Waiver); Exhibit B, § 28. (Indemnification by Subcontractors); and Exhibit F (Privacy and Security Agreement).

3. Provider shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations, including those set forth on the attached "Exhibit D [–] Federal Terms & Conditions."

4. This subcontract with Provider may require the prior written consent of DHS. See, Exhibit B, § 19 (Subcontracts) of the Contract. If it does require such prior written consent, then this subcontract with Provider shall not be effective until County receives such prior written consent from DHS.

5. Provider shall defend, save and hold harmless the State of Oregon, State Department of Human Services, Douglas County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the

operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under the Provider's contract with the County.

6. Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the Provider's contract with the County, liability insurance as set forth on the attached "Exhibit C [–] Insurance Requirements."

7. If there is any inconsistency between any requirement set forth in this attachment and any similar requirement set forth in the provider contract to which this attachment is attached, then the provisions providing the greater amount of protection to the State and County shall prevail over the provisions giving the lesser amount of protection to the State and County.

AGREED TO BY PROVIDER

By_____
Name_____
Date_____

EXHIBIT A

Part 4
Special Provisions

1. **HIPAA Compliance.** As a Business Associate of a Covered Entity, ODHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and ODHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. Recipient is a Business Associate of ODHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

   Recipient shall be liable to ODHS for any and all costs incurred by ODHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of Recipient's Breach of Unsecured Protected Health Information. Recipient shall ensure all staff, volunteers, and subcontractors who provide service under this Agreement complete an annual HIPAA awareness training to understand and adhere to required confidentiality practices.

   a. **Consultation and Testing**. If Recipient reasonably believes that the Recipient's or ODHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the ODHS Information Security Office. Recipient or ODHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the ODHS testing schedule.

   b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with ODHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

2. **Confidentiality of Information**.

   a. **Consumer Information**:

      (1) All information as to personal facts and circumstances obtained by the Recipient on the Consumer ("Consumer Information") shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Consumer, his or her guardian, or the responsible parent when the Consumer is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.

      (2) The use or disclosure of Consumer Information shall be limited to individuals directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.

(3) If Recipient, or any of its officers, directors, employees, agents, or subcontractors, receive or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Agreement, Recipient shall comply, and ensure that all of Recipient's officers, directors, employees, agents and subcontractors comply, with the following provisions:

(a) With respect to SSA records:

i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;

ii. Adhere to the same security requirements as employees of ODHS;

iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS' agreement with SSA;

iv. Provide its employees and agents the same security awareness training as ODHS employees; and

v. Include the provisions of this Section 2.a.(3)(a) in any subcontract.

(b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:

i. Recipient and its officers, directors and employees with access to, or who use FTI provided by ODHS, must meet the background check requirements defined in IRS Publication 1075;

ii. Any FTI made available to Recipient shall be used only for the purpose of carrying out the provisions of this Agreement. Recipient shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Recipient is prohibited;

iii. Recipient shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI-related output and products will be given the same level of protection as required for the source material;

iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;

v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and

vi. Include the provisions of this Section 2.a.(3)(b) in any subcontract.

(c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.

(d) Recipient may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 2.a.(3).

(4) Except as prohibited by Section 2.a.(3) above, ODHS, Recipient and any subcontractor will share information as necessary to effectively serve ODHS Consumers.

b. Non-Consumer Information:

(1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party ("Confidential Non-Consumer Information").

(2) Confidential Non-Consumer Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;

(b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;

(c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;

(d) Is obtained from a source other than the originating Party without the obligation of confidentiality;

(e) Is disclosed with the written consent of the originating Party; or

(f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Consumer Information.

(3) Nondisclosure. The receiving Party shall hold all Confidential Non-Consumer Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Consumer Information to third parties; shall not use Confidential Non-Consumer Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Consumer Information of their obligations to keep Confidential Non-Consumer Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Consumer Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

c. Upon request and pursuant to the instructions of ODHS, Recipient shall return or destroy all copies of Confidential Information, and Recipient shall certify in writing the return or destruction of all Confidential Information.

d. "Consumer" means any individual, family, or provider. "Consumer" and "Client" are interchangeable terms throughout this Agreement:

(1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;

(2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;

(3) Who is under the custody, care, or both of ODHS; or

(4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

3. **Amendments.**

a. Only as approved by all federal or state entities governing the funds to be paid through this Agreement, and subject to Section 1.b. below, ODHS reserves the right to amend this Agreement for the following:

(1) Extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional funding associated with the extended period(s) of time; and

(2) Amend the Program Description for the following:

(a) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope that may not have been expressed in the original Agreement or previous amendments to the Agreement as authorized by all funding source documentation; or

(b) As necessitated by changes in the funding source(s) paid through this Agreement.

b. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 19. "Amendments; Waiver; Consent" of this Agreement.

4. **Privacy and Security.** Recipient shall ensure all staff, volunteers, and subcontractors who provides services under this agreement complete an annual information privacy and security training to ensure understanding and adherence to acceptable privacy and security practices. This training can by self-provided or taken through ODHS at the Recipient's discretion. Tracking the completion/compliance of this training requirement will be the responsibility of the Recipient, who will have the records available for viewing as needed by the ODHS.

5. **Service Equity.** As part of a shared goal and intent to address and mitigate systematic racism through the incorporation of service equity in all aspects of the administration of Oregon's aging network, AAA agrees to partner with the ODHS to develop strategies, goals, and objectives to operationalize the ODHS' commitment to embracing service equity in all the work shared. AAA will actively participate and contribute to this initiative and process.

6. **NAPIS Program Reporting.** Data entry of NAPIS data and service units is a critical function of AAA and must be completed timely. The timeliness of this data is essential for management reports and to respond to legislative questions and inquiries. AAA must follow ODHS required timelines for this data entry or be subject to administrative withholding of a portion of funding until required data has been appropriately entered. Any necessary withholding of funds will be progressive in accordance with the frequency

in which the AAA is late on data submission, starting with a 5% withhold for the first delay and increasing 5% with each repeated instance, up to a maximum of 25% withheld. It is the ODHS' intent and direction that this data be input on a monthly basis, in systems identified by the ODHS, and with all data for a given month being entered by the final day of the subsequent month.

7. **Conflict Free Case Management.** Case management services shall be conflict free in accordance with federal rules provided in ODHS' "Firewall Policy for Conflict Free Case Management", hereby incorporated by reference into this Agreement. In situations where the only willing and qualified provider does both case management and direct services, the firewalls listed below in subsections a. to c. must be in place to ensure a separation of functions within the organization. Direct services are services provided by the AAA yet paid for through contracts/agreements with partners (ex: hospitals, Medicare, Coordinated Care Organizations, and Medicaid Home Delivered Meals).

   a. Administrative: There must be administrative separation between assessments, service planning, and those delivering direct services

   b. Case Management and Direct Services: Case Management and Direct Services must be separate.

   c. Person-Centered Plan: Direct Services/Providers shall not develop an individual's person-centered plan.

   When the AAA is aware of any conflict, it should refer to ODHS' Firewall Policy for Conflict Free Case Management and submit identified actions to ODHS. Identified actions shall be reviewed initially and are subject to ongoing monitoring to ensure all firewalls remain in place and any conflict is mitigated.

8. **Ownership of Equipment.** In accordance with Code of Federal Regulations 45 CFR 75.320, ownership of Equipment purchased with Federal funds shall vest in the Recipient, subject to the following conditions: 1) Equipment records, including description, serial number, model number, acquisition date and location, shall be maintained; 2) Recipient shall take a physical inventory of equipment and reconcile with equipment records at least once every two years; 3) Recipient shall maintain a control system to ensure adequate protection against damage or theft or both, and to implement adequate maintenance procedures to keep the equipment in good condition. Regulations regarding the transfer, sale or disposal of such items can be found in 45 CFR 75.320. This Section shall survive expiration or termination of this Agreement.

9. **ACL Requirements**. Recipient shall comply with the terms and conditions listed on ACL's website at https://www.acl.gov/grants/managing-grant, including but not limited to:

   - Prohibition on certain telecommunications and video surveillance services or equipment
   - SAM.gov/DUNS Requirements
   - Latest Consolidated Appropriations Act
   - National Policies including Trafficking Victims Protection Act, Whistleblower Protections, DOMA: Implementation of Same-Sex Spouses/Marriages, Stevens Amendment, and Antidiscrimination.

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIIS)

10. NSIP provides additional funding to States, Territories and eligible Tribal organizations that is used exclusively to purchase food, not meal preparation, and funding may not be used to pay for other nutrition-related services such as nutrition education or for state or local administrative costs.

11. Performance Requirements*:

a. A meal reported for the Nutrition Services Incentive Program (NSIP) is required to meet the Older Americans Act (OAA) nutrition requirements of complying with the most recent Dietary Guidelines for Americans and having a nutrient content that meets one third of the Dietary Reference Intakes.

b. A meal reporting for NSIP is to be served to individuals who meet the service criteria in the OAA and regulations, including not being means-tested for participation and being provided the opportunity to voluntarily contribute to the cost of service.

c. A meal can only be reported once, either by State Units on Aging on the State Program Report or by Indian Tribal Organizations on the Program Performance Report.

d. Reports for the NSIP are to meet the timelines and data quality standards established by the Administration on Aging.

*Please see ACL COVID FAQs on NSIP reporting requirements waivers: https://acl.gov/COVID-19

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law**. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties**. The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Grant Funds; Disbursements**.

   a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS' participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

   b. **Disbursement Method**. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any disbursement under this Agreement until

receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments**. Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS' written demand and no later than 15 days after ODHS' written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit. This Section shall survive expiration or termination of this Agreement.

6. **Ownership of Work Product**. Reserved.

7. **Contribution**.

   a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

   b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it

would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors**. Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

a. Default by Recipient. Recipient shall be in default under this Agreement if:

(1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

(2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

(3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing;

(4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect); or

(5) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under this Agreement, including with out limitation, designation as an area agency, and Recipient has not obtained such license or certification within 14 calendar days after ODHS' notice or such longer period as ODHS may specify in such notice.

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(1) termination of this Agreement under Section 9.c.(2);

(2) withholding all or part of monies not yet disbursed by ODHS to Recipient;

(3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

(4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

(1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:

(a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;

(b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or

(c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.

(d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.

(2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice, if Recipient is in default under Section 9.a.

(3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.

(5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of

shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

a. Six years following final disbursement and termination of this Agreement;

b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. **Information Privacy/Security/Access**. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

13. **Assignment of Agreement, Successors in Interest**.

a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.

b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. **Resolution of Disputes**. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. **Subcontracts**. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent

to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. **No Third Party Beneficiaries**. ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. **Severability**. The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

    ODHS: Office of Contracts & Procurement
    500 Summer Street NE, E-03
    Salem, OR 97301
    Telephone: 503-945-5818
    Fax: 503-378-4324

    This Section shall survive expiration or termination of this Agreement.

19. **Headings**. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. **Amendments; Waiver; Consent**. ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and

to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. **Merger Clause**. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

22. **Limitation of Liabilities**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Recipient shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Recipient and the Contractors (the "Subcontracts"), and

ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS.

Recipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Recipient permit a Contractor to work under a Subcontract when the Recipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract. If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, ODHS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with

limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.
As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:
Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $4,000,000.00 per occurrence and not less than $4,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:
☒ **Required** ☐ **Not required**
Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $4,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:
☒ **Required** ☐ **Not required**
Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Agreement/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than $1,000,000.00 per claim and not less than $2,000,000.00 annual aggregate limit.
If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:
☐ **Required** ☒ **Not required**
Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/Agreement and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS, State of Oregon or client data, whichever is longer, with a combined single limit of no less than $_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment sard data and Protected Health

Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS, State of Oregon data.

POLLUTION LIABILITY:
☐ **Required** ☒ **Not required**

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Agreement/Subcontract is required. Combined single limit per occurrence shall not be less than $_____ and not be less than $_____ annual aggregate limit.
An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Agreement/Subcontract is also acceptable.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.
If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:
Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of

Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Agreement, for a minimum of 24 months following the later of:

(i) Contractor's completion and ODHS/Recipient's acceptance of all Services required under the Agreement, or
(ii) ODHS or Contractor's termination of this Agreement, or
(iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Agreement. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODHS/Recipient has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:
The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by ODHS/Recipient under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS/Recipient.

STATE ACCEPTANCE:
All insurance providers are subject to ODHS/Recipient acceptance. If requested by ODHS/Recipient, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODHS/Recipient's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions**. Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity**. If this Agreement, including amendments, is for more than $10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations**. If this Agreement, including amendments, exceeds $100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency**. Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. **Truth in Lobbying**. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

   c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

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

   e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery**. Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits**.

a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Recipient expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If Recipient expends less than $750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension**. Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act**. Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. **Medicaid Services**. Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

    a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

    b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

    c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.

    d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

    e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

11. **Agency-based Voter Registration**. If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. **Disclosures**.

    a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than $25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

d. As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.

e. Recipient shall make the disclosures required by this Section 12. to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. **Federal Intellectual Property Rights Notice**. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to

these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

14. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. **Contract Provisions**. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

15. **Federal Whistleblower Protection**. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT F
Privacy and Security Agreement

1. **PURPOSE.** Recipient requires the Access described in Exhibit F-1, *Third Party Information System Access Request* (Form MSC 0785), which is hereby incorporated into this Exhibit F by reference, to conduct grant activities. The terms and conditions of this Privacy and Security Agreement govern:

   1.1. Recipient's Use of Data;

   1.2. Recipient's Access to ODHS' Information Assets and Systems;

   1.3. The periodic exchange of Data between ODHS' and Recipient's systems via electronic means; and

   1.4. The interconnection between ODHS' and Recipient's respective networks and information systems.

2. **TERM.** This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the "Suspension or Termination" section of this Privacy and Security Agreement.

3. **DEFINITIONS.** The following definitions apply to this Privacy and Security Agreement:

   3.1. "Access" means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets

   3.2. "Breach" means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.

   3.3. "Client Records" includes any client, applicant, or participant information regardless of the media or source, collected by Recipient in the course of conducting grant activities, provided through the Network and Information Systems to Recipient, or otherwise exchanged between the parties.

   3.4. "Data" means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.

   3.5. "Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User's identification (ID), or theft of computer equipment that uses or stores any Information Asset.

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3.6. "Individual Access Request (IAR)" refers to the ODHS form used to authorize a User, identify the User's job assignment, and the required access to Network and

Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.

3.7. "Information Asset(s)" refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.

3.8. "Network and Information System(s)" means ODHS' and the State of Oregon's computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area, and local networks; and the internetworking of various types of networks.

3.9. "User" means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.

4. CHANGES TO PRIVACY AND SECURITY AGREEMENT. Other than as allowed under this section, Recipient shall be requested to submit input to a revised *Third Party Information System Access Request* (Form MSC 0785), to request changes to Exhibit F-1. ODHS will review Recipient's request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit B, Section 24.

4.1. **Point of Contact Changes**. Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit F-1, including any technical lead, and name an interim or replacement person in any such notice. Exhibit F-1 will be deemed amended to include the updated information.

4.2. **Administrative Changes.** Recipient may request updates to Exhibit F-1 that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit F-1 will be deemed amended to include the updated information.

5. NOTIFICATIONS.

5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit F-1. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.

5.2. **Breach Notification.** In the event Recipient or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with Recipient's confidentiality obligations under this Agreement, Recipient shall immediately notify ODHS' Program Sponsor identified in Section 4 of Exhibit F-1 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to Recipient's obligations under applicable law.

5.3. **Requests for Data.** In the event Recipient receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, Recipient

shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.

5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

6. **GRANT OF LICENSE.** Subject to Recipient's compliance with the Agreement, Recipient is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Agreement and applicable laws, rules, and policies. Recipient and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.

7. **DATA PRIVACY.** In addition to Recipient's obligations under Exhibit A, Part 3, "Special Provisions", Section 2 regarding Confidentiality of Information:

7.1. **Generally.** Recipient shall hold all Client Records, and other information as to personal facts and circumstances obtained by Recipient on ODHS clients, as confidential, using the highest standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the client, the client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this Privacy and Security Agreement or applicable law.

7.2. **Limited Purposes.** Recipient shall limit the use or disclosure of Data concerning clients to individuals directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.

7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. Recipient shall comply with laws, regulations, and policies applicable to the information described in Exhibit F-1, including as specified in this Agreement.

7.4. **Training.** Recipient's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. Recipient shall provide periodic privacy and security training to its employees, subcontractors, and agents.

8. **SECURITY REQUIREMENTS.**

8.1. **Compliance with Laws, Regulations, and Policies.** Recipient and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws,

regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

8.1.1. ODHS and OHA Information Security and Privacy Policies: https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx

8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.

8.1.3. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164.
Recipient shall comply with HIPAA Compliance included in this Agreement in Exhibit A, Part 3, Section 1 in connection with Recipient's Access.

8.1.4. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

8.1.5. Oregon's Statewide Information and Cyber Security Standards: https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf.

8.2. **Responsible for Compliance.** Recipient is responsible for the compliance of its employees, agents, and subcontractors with this Agreement and with any third-party licenses to which Access is subject.

8.3. **Privacy and Security Measures.** Recipient represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. Recipient shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.

8.4. **Security Risk Management Plan.** Recipient shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. Recipient shall make its security risk management plan available to ODHS for review upon request.

8.5. **Audit Rights and Access.** Recipient shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Recipient's officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:

8.5.1. Determine Recipient's compliance with this Privacy and Security Agreement,

8.5.2. Validate Recipient's written security risk management plan, or

8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.

8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to Recipient. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

9. ACCESS TO ODHS SYSTEMS.

9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:

9.1.1. Notify Recipient of the approval or denial of its request for each User for whom Access has been requested;

9.1.2. Provide any unique log-on identifier required for authorized Access;

9.1.3. Provide updates to approved inquiry processes and instructions to Recipient.

9.2. **Recipient's Responsibilities for User Accounts**. Recipient shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.

9.2.1. Recipient is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.

9.2.2. Recipient is responsible for ensuring information provided by its Users is accurate, complete, and up to date.

9.2.3. Recipient shall immediately notify ODHS when a User, group of Users, or Recipient, no longer requires Access whether due to changes in duties or due to changes in Recipient's programs related to this Agreement.

9.3. **Security and Disposal.** Recipient shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by Recipient and its Users to prevent inadvertent destruction or loss. Recipient shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with Recipient's record retention obligations and obligations regarding Information Assets under this Agreement.

9.4. **Prevention of Unauthorized Access.** Recipient shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with this Agreement and applicable law, and shall implement and maintain safeguards to prevent unauthorized access.

9.5. **Access from Outside the US and its Territories.** Recipient Access to the state network from outside the US and its territories is prohibited unless approved through the Geofencing Exception Process, ODHS|OHA 090-009-05.

9.5.1. Recipient shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.

9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through this Agreement.

9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.

9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit F-1.

9.6.3. Except as otherwise specified or approved by ODHS, neither Recipient nor its Users may modify, alter, delete, or destroy any Information Asset.

9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by Recipient or its Users, may cause the immediate revocation of the Access granted though this Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for Recipient to cure the unauthorized use or disclosure and end the violation, and terminate the Access if Recipient does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.

9.8. **No Unauthorized Distribution.** Recipient shall not sell, make available, or provide Information Assets in any form to any other individuals or organizations, and shall not use the Information Assets for any purposes other than as allowed under this Agreement and applicable law.

9.9. **No Impairment.** Recipient shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.

9.10. **Prohibition on Data Mining**. Recipient shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.

9.11. **Incidents and Breaches.** Recipient shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

10. SUSPENSION OR TERMINATION.

10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.

10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.

10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from Recipient if Access is no longer needed by Recipient.

10.4. ODHS may immediately revoke the Access granted Recipient for Recipient's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to Recipient's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to Recipient to cure any deficiency or breach of this Privacy and Security Agreement.

10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.

11. RETURN OF INFORMATION ASSETS. Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of Recipient in whatever stage and form of recordation such property is expressed or embodied at that time.

11.1. Except as necessary to meet obligations under [Exhibit B, Section 10], Records Maintenance and Access, Recipient shall not retain any copies of Information Assets. Recipient shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, Recipient shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.

11.2. Recipient shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as Recipient (including through any subcontractor) retains it.

12. INDEMNIFICATION AND INSURANCE. Indemnification and insurance coverages provided by Recipient under the Agreement apply to this Privacy and Security Agreement.

13. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections. Each party is responsible for

complying with the licenses for third party products, including software and services that allow Access.

14. **SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

15. **INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.

16. **SUBCONTRACTORS.** Recipient shall ensure all subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as Recipient.

EXHIBIT F-1
THIRD PARTY INFORMATION SYSTEM ACCESS REQUEST

EXHIBIT F-1 (7 PAGES) STARTS ON NEXT PAGE

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CITY OF REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-030
Agenda of May 6, 2024
RE: Annual Liquor License Renewals

ISSUE:

City Council review of annual renewals for liquor licenses.

BACKGROUND:

Reedsport Municipal Code Chapter 7.28 states that the City Council must review all annual applications for the renewal of liquor licenses.

Attached is a listing of the businesses and their locations which currently hold Oregon Liquor Licenses within the City of Reedsport. Each year the Oregon Liquor & Cannabis Commission asks local officials to review the list and make recommendations on the renewal of those licenses and locations. These licenses are set to renew on July 1, 2024.

This list has been reviewed by the City Manager and the Police Chief. There are no recommendations at this time.

FISCAL IMPACT:

A $35.00 annual renewal fee for each applicant is charged during the renewal process.

COUNCIL ALTERNATIVES:

***1. Review of annual renewals for liquor licenses and accept staff recommendations.**

2. Table this issue and direct staff to conduct additional research.

3. Decline to review annual renewals for liquor licenses and decline to accept staff recommendations.

Deanna Schafer
City Manager

Trade Name	License Type Description	Effective Date	Expire Date	Premises Address	Premises City, State, Zip
7-ELEVEN STORE #2363-22348C	OFF-PREMISES SALES	7/1/2023	6/30/2024	2011 WINCHESTER AVE	REEDSPORT, OR 97467
AZTLAN FAMILY MEXICAN RESTAURANT	FULL ON-PREMISES SALES	7/24/2023	6/30/2024	1281 HIGHWAY AVE	REEDSPORT, OR 97467
BIG FISH CAFE & DINNER HOUSE	FULL ON-PREMISES SALES	7/1/2023	6/30/2024	345 RIVERFRONT WY	REEDSPORT, OR 97467
CLUB ONE	FULL ON-PREMISES SALES	7/1/2023	6/30/2024	ONE COUNTRY CLUB DR	REEDSPORT, OR 97467
DAY 2 DAY MARKET & DELI	OFF-PREMISES SALES	7/1/2023	6/30/2024	1050 HAWTHORNE AVE	REEDSPORT, OR 97467
DOLLAR GENERAL STORE #18794	OFF-PREMISES SALES	7/1/2023	6/30/2024	1922 FIR AVE	REEDSPORT, OR 97467
DON'S MAIN STREET DINER	LIMITED ON-PREMISES SALES	7/1/2023	6/30/2024	2115 WINCHESTER AVE	REEDSPORT, OR 97467
HARBOR LIGHT RESTAURANT	FULL ON-PREMISES SALES	9/15/2023	6/30/2024	960 HIGHWAY AVE	REEDSPORT, OR 97467
HIGHWATER CAFE AND MARKET	LIMITED ON-PREMISES SALES	7/17/2023	6/30/2024	427 FIR AVE	REEDSPORT, OR 97467
KISMET'S LANDING	FULL ON-PREMISES SALES	1/22/2024	6/30/2024	351 RIVERFRONT WAY	REEDSPORT, OR 97467
LIQUOR LOCKER	OFF-PREMISES SALES	7/1/2023	6/30/2024	1311 HWY 101 S	REEDSPORT, OR 97467
MCKAY'S MARKET #9	OFF-PREMISES SALES	7/1/2023	6/30/2024	1300 HIGHWAY AVE	REEDSPORT, OR 97467
MINDPOWER GALLERY	LIMITED ON-PREMISES SALES	7/1/2023	6/30/2024	417 FIR AVE	REEDSPORT, OR 97467
MOOSE LODGE #2442 PACIFIC DUNES	FULL ON-PREMISES SALES	7/1/2023	6/30/2024	470 GREENWOOD	REEDSPORT, OR 97467
OCEAN GARDEN	LIMITED ON-PREMISES SALES	7/1/2023	6/30/2024	2207 WINCHESTER AVE	REEDSPORT, OR 97467
OREGON COAST PIZZERIA CHOWDER H	FULL ON-PREMISES SALES	7/1/2023	6/30/2024	2161 & 2165 WINCHESTER AVE	REEDSPORT, OR 97467
RECREATION STATION	LIMITED ON-PREMISES SALES	7/1/2023	6/30/2024	1549-1575 HWY 101 S	REEDSPORT, OR 97467
REEDSPORT LANES	LIMITED ON-PREMISES SALES	7/1/2023	6/30/2024	2606 FRONTAGE RD	REEDSPORT, OR 97467
SAFEWAY STORE #284	OFF-PREMISES SALES	7/1/2023	6/30/2024	1499 HIGHWAY AVE	REEDSPORT, OR 97467
		7/1/2023	6/30/2024	1499 HIGHWAY AVE	REEDSPORT, OR 97467
SCHOONER INN CAFE	LIMITED ON-PREMISES SALES	7/1/2023	6/30/2024	423 RIVERFRONT WY	REEDSPORT, OR 97467
SOL DE MEXICO MEX INC	FULL ON-PREMISES SALES	7/1/2023	6/30/2024	1790 WINCHESTER AVE	REEDSPORT, OR 97467
STILLWAGON DISTILLERY	DISTILLERY TASTING	10/4/2023	6/30/2024	456 FIR AVE	REEDSPORT, OR 97467
TIDES INN	FULL ON-PREMISES SALES	7/1/2023	6/30/2024	346 N 4TH ST	REEDSPORT, OR 97467
TWO SHY BREWING	BREWERY - PUBLIC HOUSE	7/1/2023	6/30/2024	473 FIR AVE	REEDSPORT, OR 97467

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-031
Agenda of May 6, 2024
RE: 2024 Meeting Schedule

ISSUE:

Shall the City Council amend a meeting schedule for City Council meetings for the 2024 calendar year?

BACKGROUND:

Staff is asking that the City Council review the proposed amended meeting schedule for 2024 (attached). The previously scheduled ***(optional)*** Budget Committee Meeting scheduled on May 27, 2024 has been rescheduled for Wednesday May 29, 2024 due to the Memorial Day Holiday on May 27, 2024 and City offices will be closed that day. The schedule includes both City Council, Budget Committee, Urban Renewal Budget meetings, as well as the Urban Renewal District Agency meetings.

ALTERNATIVES:

***1. Adopt an amended 2024 Calendar of City Council meeting dates.**

2. Amend and then adopt the amended 2024 Calendar of City Council meeting dates.

3. Decline to adopt the amended 2024 Calendar of City Council meeting dates.

Christina Crockett
Dep. City Recorder

CITY COUNCIL, URBAN RENEWAL & BUDGET COMMITTEE

MEETING SCHEDULE 2024

Meeting Date	Type of Meeting
January 8, 2024	Urban Renewal Agency Meeting 7:00 p.m.
January 8, 2024	**City Council Meeting - 7:15 p.m.**
February 5, 2024	Urban Renewal Quarterly Budget Committee Meeting - 6:00 p.m.
February 5, 2024	Quarterly Budget Committee Meeting - 6:30 p.m.
February 5, 2024	**City Council Meeting – 7:00 p.m.**
March 4, 2024	**City Council Meeting – 7:00 p.m.**
April 1, 2024	**City Council Meeting - 7:00 p.m.**
May 6, 2024	**City Council Meeting – 7:00 p.m.**
May 20, 2024	Urban Renewal Budget Committee – 6:00 p.m.
May 20, 2024	Budget Committee Meeting – 6:15 p.m.
May 29, 2024	*Budget Committee Meeting – 6:00 p.m. (optional)*
June 3, 2024	Urban Renewal Agency Meeting – 7:00 p.m.
June 3, 2024	**City Council Meeting - 7:15 p.m.**
June 17, 2024	***City Council Meeting – 7:00 p.m. (Optional)***
July 1, 2024	**City Council Meeting - 7:00 p.m.**
August 5, 2024	**City Council Meeting - 7:00 p.m.**
August 26, 2024	**City Council Meeting - 7:00 p.m.**
October 7, 2024	**City Council Meeting - 7:00 p.m.**
November 4, 2024	Urban Renewal Quarterly Budget Committee Meeting - 6:00 p.m.
November 4, 2024	Quarterly Budget Committee Meeting – 6:15 p.m.
November 4, 2024	**City Council Meeting - 7:00 p.m.**
December 2, 2024	Urban Renewal Agency Meeting – 7:00 p.m.
December 2, 2024	**City Council Meeting - 7:15 p.m.**

Note: All regular City Council meetings are preceded by a 6:00 p.m. work session

REEDSPORT

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-032
Agenda of May 6, 2024
RE: CERT Grant

ISSUE:

Shall the City Council authorize the CERT team to apply for a Resilience Grant to purchase additional supplies and equipment for stocking the emergency caches located in Gardiner, Winchester Bay, and Reedsport?

BACKGROUND:

Due to the advanced application deadline City Council was polled to authorize the grant to be submitted. City Council is being asked to ratify that decision.

Since its beginning, Lower Umpqua CERT has worked hard to reach out to the community with educational programs to inform and train the people of the South Central Oregon coast. CERT training, Cascadia Earthquake and Tsunami presentations, fire and defensible space programs, First Aid, and Landslide information have been presented more than annually.

Our CERT team is responsible for 3 emergency caches that will be vital in the event of any large emergency. Though our CERT team activates through our Reedsport Fire Department, they also serve the small coastal communities of Gardiner and Winchester Bay. We live in an inundation zone surrounded by trees and shifting sand.

The grant that CERT has applied for will greatly enhance our ability to respond when needed. Blanket drives, sock drives and donation jars have helped us collect some things, but a grant like this would be a huge help in caring for own residents as well as the thousands who come through on the way to the Dunes.

FISCAL IMPACT:

If awarded this will increase the CERT budget by $35,000.

ALTERNATIVES:

1. *** Ratify the decision to authorize the CERT team to apply for a Resilience Grant to purchase additional supplies and equipment for stocking the emergency caches located in Gardiner, Winchester Bay, and Reedsport.**

2. Provide staff with further instructions.

RECOMMENDATION:

Staff recommends alternative #1.

Deanna Schafer
City Manager

Resilience Hubs and Network grant Application

COPY

Organization:
Lower Umpqua CERT
Community Based Organization Hub/Network location
2605 Longwood Dr., Reedsport, OR 97467

Mailing address:
2900Frontage Rd.
Reedsport, OR 97467
Terry Plotz, Chairman
Ph. 541-662-0095

Is this Hub ADA compliant? NA
Is this a Red Cross Shelter? No
Have you received a heating and cooling grant? No

What are you applying for?

Equipment
Training
Community outreach
Building expenses

Equipment

Communication Equipment

Item	Description	Qty	Price ea	total
Replacement batteries for radios	Baofeng 2 Pack UV-5R BF-F8HP Extended Battery	20	$32/pkg	$320

Shelter Equipment

Item	Description	QTY	Price	Total
Solar Trickle Charger	Waterproof 12W 12V Solar Battery Charger	3	$51 ea	$ 153
Solar lights	54(48+6) FT Solar String Lights	6	$28	$ 168

Other equipment and supplies as recommended by the Earthquake and Tsunami Community Disaster Cache Planning Guide.

CERT Caches (3)	supporting 3000 people				
Supply list and Budget					
Distribution 1/2 Reedsport, 1/4 each W.B.	and Gardiner				
	Description	**Vendor**	**cost/unit**	**QTY**	**Total cost**
Shelter					
multi person tents	10 x 14, 8 person	Big 5	$300	3	$ 900
Cots	Coleman trailhead	Big 5	$ 60.00	6	$ 360
open tent (medical & emergency ops)	10 x 14 Heavy duty	Big 5	$300	1	$ 300
zip ties (for tarps) white	8" 100/bag	Amazon	$ 4.50	12	$ 540
Rain ponchos	Disposible Adult 5Pk	Amazon	$10.00	10	$ 100
moisture absorbant packets 5gm/50pcs	prevent mold in containers	Amazon	$7.00	4	$ 28
extension cord, multiple outlets,	50'	Amazon	$50	3	$ 150
LED portable light and stand	2 adjustable lights /stand	Amazon	$50	3	$ 150
weather canopy	10 x10	Big 5	$150	3	$ 450
					$ 2,978
Water					
Water barrels kit	55 gal, pump, wrench, purifier	Barrelhead Supplies	$ 130.00	4	$ 520
Bleach unscented, no chemicals	1 gal (6 mos expire)	Safeway	$ 3.00	3	$ 9
small eye dropper bottle (dispence bleach)	2oz, 48 pak	Amazon	$ 30.00	2	$ 60
measuring cup plastic	Chef Craft 8oz	Amazon	$ 4.60	3	$ 14
funnel (lg)	Performance tool	Amazon	$ 4.50	3	$ 14
water jugs, 1gal, for watr distribution	Tessco 36pak	Amazon	$ 55.00	3	$ 165
strainers (lg)	Live Fresh	Amazon	$ 17.00	3	$ 51
Sawyer squeeze filtration system	squeeze bladder, 1000 gal	Amazon	$ 30.00	100	$ 3,000
LifeStraw personal water filter	3 pak	Vestergaard	$ 29.00	100	$ 2,900
bottles water	cases	Walmart	$5.00	20	$ 100
siphon, for water heater 8" 1/2 inch	25'	Ace Hardware	$	3	$

			19.00		57
Solo plastic cups	1000 per bag	Amazon	$73.50	4	$ 294
					$ 7,184
Sanitation					
5 gal buckets with toilet seats/lids	JenCen Bio	Amazon	$ 30.00	18	$ 540
garbage bag liners + zip ties compostable	JenCen Bio	Amazon	$ 14.00	50	$ 700
toilet paper	60/case	Amazon	$ 74.00	4	$ 296
small shovel	for waste coverage		$15	5	$ 75
wet wipes, flushable, 500 count	Amazon basics	Amazon	$20	25	$ 500
Clorox wipes	go packs(20 wipes) 18/case	Costco	$20	4 cases	$ 80
Plastic sheet roll + lumber for outhouse	10' x 20'	Ace hardware	$25	3	$ 75
The Humanure Book					$ 2,266
Hygiene					
Hygeine kit (sample size shampoo, bar soap,	comb, tooth brush/ paste	Walmart	$ 4.00	300	$ 1,200
Zip Lock sandwich bags (for hygiene kits)	90pak	Walmart	$ 43.00	10	$ 430
shop towels 11x9	Scott 4pak/6 rolls	Walmart	$ 65.00	10	$ 650
Toilet paper, Amazon basic	(30/pkg)	Amazon	$26	12	$ 312
adult diapers sm, med, lg, xl	(20 per package	Amazon	$15	12	$ 180
baby diapers sm, med, lg biodegradable	Puro Ecofriendly 30pak	Walmart	$ 9.00	20	$ 180
sanitary napkins - compostable	Equate Maxi 48 ct	Amazon	$ 8.00	6	$ 48
tampons - compostable	CORA 32ct	Amazon	$ 11.00	10	$ 110
					$ 3,110
Medical					
first aid kits	J & J 12pc	Walmart	$ 3.00	50	$ 150
Hand soap, disinfectant, dispencer+ 1 refill	Soft Soap	Walmart	$ 6.00	10	$ 60
strechers flexable	10 handle, quick deploy	BuyEMP	$ 15.00	5	$ 75
body bags, Lg contractor plastic 2mil, 55gal	Plastic Place	Amazon	$ 37.00	100	$ 3,700
biohazard bags 10 gal	50 pak	Amazon	$	5	$

			18.00		90
Bp cuff, auto, upper arm	Metere	Amazon	$ 22.00	3	$ 66
Sao2 monitor, finger	Vibeat	Amazon	$ 16.00	3	$ 48
medical gloves med, lg, Xlg, 200/box	SafeSkin nitrile	Amazon	$ 36.00	100	$ 3,600
medical masks, 1000/box	Litepak	Amazon	$ 46.00	5	$ 230
N95 masks	Harly Commodity 20/box	Amazon	$ 25.00	5	$ 125
ABD pads (aborbant, sterile) 8x10	Dealmed 24 ct	Amazon	$ 17.00	100	$ 170
gauze bandages, 2x2, 4x4	Curity, 200pak	Amazon	$ 14.00	10	$ 140
gauze bandage rolls 3inx2yd	Ever Ready 12 pak	Amazon	$ 7.00	20	$ 140
triangle slings 3'x3'x4'	DealMed 12pak	Amazon	$ 13.00	10	$ 130
medical tape 1"x10yd	Lot Fancy 12pak	Amazon	$ 13.00	10 rolls	$ 130
Duct tape, heavy duty	30 yd, 5 pak	Amazon	$ 20.00	5	$ 100
self-adhearing wrap 2"x5yd	Juvale 24pak	Amazon	$ 17.00	5	$ 85
SAM splint (injured limbs)	SAM Medical comb 3 size	Amazon	$ 30.00	5	$ 150
burn dressing	Water-Jel 2x6	Amazon	$ 14.00	10	$ 140
Bleed Stop coagulant	Bleed Stop 4 pak	Amazon	$ 27.00	5	$ 135
antiseptic spray	BandAid 8oz	Amazon	$ 9.00	5	$ 45
antibiotic cream	Equate 2oz, 2pak	Amazon	$ 5.00	15	$ 75
Betadine antiseptic soap	16oz	Walmart	$ 12.00	30	$ 360
Peroxide (3 yr expire)	Equate 3%, 8oz spray	Amazon	$ 1.50	20	$ 10
Imodium	24 ct	Amazon	$ 15.00	5	$ 75
Electrolyte powder drink mix	Pedialyte	Amazon	$15	10	$ 150
Lice shampoo kit	Nix Ultra	Amazon	$26	10	$ 260
rubbing alcohol	disinfectant 16 oz	Amazon	$ 2.50	16	$ 40
wet wipes, disinfecting	Clorox 4cans/case	Amazon	$ 17.00	10	$ 170
cotton swabs	20pak/2000ct	Amazon	$ 14.00	10	$ 140
cotton balls medium	200 / bag	Amazon	$ 3.50	10	$ 35
medical cups	1 oz, bags of 100	Amazon	$6.50	8	$ 52

head lamps LED	3 pk, rechargeable	Amazon	$30	8	$ 240
trauma sheers, heavy scissors	SurgicalOnline 20pak	Amazon	$ 27.00	3	$ 81
sutures, variety	vicril	Amazon	$20	10	$ 200
suture kit, Alcedo	needle holder + scissor	Amazon	$20.00	5	$ 100
scalple blades, size 10, 11, 15, 22	mixed box	Amazon	$14.00	8	$ 112
					$ 11,609
Tools					
Welos lamont work gloves, med. Lg, xl	5Pk	Ace	$12.00	12	$ 144
work lights - LED	Hokoilin 2pak	amazon	$ 14.00	10	$ 140
head lamps - LED	Energizer 2pak	amazon	$ 14.00	10	$ 140
batteries	size D, AA, AAA 100 ea	Costco	$20	10	$ 200
portable radio NOAA	AM/FM weather emerg. solar		$ 35.00	3	$ 105
flares roadside - 30min	36 pak		$ 156.00	1	$ 156
					$ 885
Administrative					
clip boards plastic flip cover	Bazic 6pak	Amazon	$ 26.00	2	$ 52
3 ring binders 1" white	Comix 12pak	Amazon	$ 42.00	2	$ 84
scissors all purpose 8"	3 pak	Amazon	$ 10.00	6	$ 60
Post-it note pads	large	a	$ 20.00	3	$ 60
Sharpie Marker	100 pak	Amazon	$ 25.00	3	$ 250
masking tape	roll	Ace hardware	$6.00	3	$ 18
side walk chalk, house search markers	20 per box	Amazon	$ 10.00	3	$ 30
bulletin board, anouncements, 48x36		Office Depot	$ 74.00	3	$ 222
sandwich board	hand made	Ace hardware	$ 40.00	3	$ 120
shelving, heavy duty, 58x59	wire shelving	Amazon	$ 130.00	3	$ 390
all weather nookbooks	Rite-in-Rain 3pak	Amazon	$ 20.00	5	$ 100
8 x 12 writing pads	Bazic 12pak	Amazon	$ 18.00	5	$ 90

3x5 cards + file box white	Bazic 200ct	Amazon	$ 12.00	10	$ 120
file cabinet - 4 drawer white	Fesbos	Amazon	$ 150.00	2	$ 300
survivor ID registration forms pg 177	printed	Office Depot	$30 per 100	300	$ 90
Morgue victim ID forms pg213	printed	Office Depot	$30 per 100	300	$ 90
Morgue victim ID tags,wire	$20/100	Amazon		300	$ 60
CERT general message forms pg 2-22	printed	Office Depot	$31 per 400	1200	$ 93
Morgue tracking forms	printed	Office Depot	$30 per 100	100	$ 30
CERT equipment checkout log	printed	Office Depot	$30 per 100	100	$ 30
CERT Radio Comms log	printed	Office Depot	$30 per 100	100	$ 30
CERT Personnel Time in/out log	printed	Office Depot	$30 per 100	100	$ 30
CERT Victim Treatment/Triage Area log	printed	Office Depot	$30 per 100	100	$ 30
CERT team Action log	printed	Office Depot	$30 per 100	300	$ 90
					$ 2,469
Total					$ 30,50

Training Equipment/Supplies: these items are requested to replace equipment obtained over 10 years ago

Laptop: HP 15.6" Portable Laptop (Include 1 Year Microsoft 365), HD Display, Intel Quad-Core N200 Processor, 16GB RAM, 128GB Storage, Wi-Fi 5, Webcam, HDMI, Numeric Keypad, Windows 11 Home, Red $288

Portable projector: 1080 p,16,000 lumen with WiFi and Bluetooth. $260

Total training: $548

Community Outreach: Since its beginning Lower Umpqua CERT has worked hard to reach out to the community with educational programs to inform and train the people of the South Central Oregon coast. CERT training, Cascadia Earthquake and Tsunami presentations, fire and defensible space programs, First Aid, and Landslide information have been presented more than annually. This is a part of who we are and will continue to be a part of what we do whether materials continue to be available or not. The following outreach supplies will be put to good use.....

Community outreach continued.....

item	Description	Qty	Unit price	Total price
6' folding tables		3	$80	$240
Go Bag Demo		1	$80	$80
Pomo Emergency Whistles		500	$.76	$380
First Aid Kits /door prizes		$15	10	$150
			Total	$850

Building items

Two of our 40' caches are in need of roof and exterior paint maintenance if we are to maintain their weather resistance and community pride. One is located at our community elementary school and the other is at Lighthouse State Park in Winchester Bay.

item	Description	Qty	Unit price	Total price
Roof Sealant	Snow Seal	2 Roofs	$800	$1600
Exterior paint		2 ea.	$800	$1600
Labor		$800 ea	$800	$1600
			Total	$4800

Grant Application Assistance

We are asking for future grant assistance through this grant's partnership withy Portland state University.

Grant essay questions

Provide your plan for implementing specific strategies to build resilience in a community, illustrating how this resource will serve the community every day.*

Reedsport, Gardiner and Winchester Bay have not had a major disaster in over 50 years. We are trying our best to educate and inform our residents about possible problems while helping to collect resources that will be beneficial when needed. Because the potential for isolation is high and everyday resources are minimal , it is necessary for us to stockpile what we can for future events.

In the event of a large disaster, fire etc. our community will be isolated from county and state assistance because of flooding, landslides etc, Most of our everyday resources are located I n the lower elevation portion of our community making it difficult to access in an emergency. Equipment and supplies stored in our emergency caches will be available because they will be located safely above the inundation zone giving our community the resilience to respond to an emergency.

How will this resource support the community during a disaster?*

Our CERT group covers the 3 coastal communities of Winchester Bay, Reedsport and Gardiner. Both Winchester Bay and Gardiner have very few resources for supplies or equipment to support themselves in the event of an emergency. The county and state will need to be called upon for resources and volunteers. It will take awhile for help to arrive. By having equipment and resources pre-positioned, community members can begin their own response until county and state resources become available.

Provide a description of the project's ability to serve vulnerable populations and communities traditionally underrepresented in the public process, including communities of color, communities experiencing lower incomes, tribal communities, rural and frontier communities, coastal communities, communities with limited infrastructure, seniors, youth and persons with disabilities.*

Our three coastal communities have been recognized as one of the poorest areas in the state. We have a predominant portion of our population that are retired, disabled and low income. Due to poverty our schools qualify for 100% free lunch. Living on the coast we have had to adjust from the days of mills and fishing to mostly tourism and service. Everyone loves to visit (inflating our population) but it is difficult for those who live here. In the event of an emergency we could find ourselves responsible to help not only ourselves, but many others trapped without shelter or resources.

Provide a description of additional resources available for purposes of the Resilience Hub or Network you are applying (i.e. other grants).*

Over the years our county has done what it could to begin creating storage caches for equipment and supplies. This has been done through small SPIRE grants. We have two 40 foot and one 20 foot container cache for our communities but there have not been enough funds to adequately stock them. We've held blanket and sock drives to enlist the public, but this a drop in the bucket for what we need. Funds from this grant would give us a real boost.

Describe your collaboration with other community organizations and your local/county emergency management office.*

We have complete cooperation and support from our local city, fire, and police departments and local hospital. But they have few resources themselves. The community calls on us for help with events and emergencies. They ask us to set up information tables for community education. CERT received award from hospital for helping with COVID vaccine efforts.

Describe how you plan to communicate the new resources to the community

Our CERT continues to recruit for new members and continue to provide emergency training for our members as well as any community members interested. Local organizations have asked us to set up information tables for community education. Especially local community events including National Night Out, Chainsaw Festival, Fire department open house, Winchester Bay public event gatherings, Family Festival to support school supplies for children,

Requested items Prioritation

Priority one: Equipment and supplies - Medical
Priority two – Outreach
Priority three – Building Maintenance, roof coating, paint and labor.

Category	Description	Amout	
Communications	Batteries	$320	
Shelter	Solar equip	$321	
Other Equipment	total	$30501	(Medical=$11609)
Training	Laptop/projector	$548	
Outreach	Promo	$850	
Building	Roof/paint	$4800	
	Total	$37340.00	

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-033
Agenda of May 6, 2024
RE: Lease Renewal

ISSUE:

Shall the Council authorize the City Manager to sign a 10 year lease renewal for the solid waste disposal site?

BACKGROUND:

The lease on the solid waste disposal site expires on May 15, 2024. The county wishes to renew this lease for an additional 10 years. The landfill was closed on December 31, 1998 and now operates as a solid waste transfer station. The landfill requires 30 years of water and site monitoring per The Department of Environmental Quality (DEQ). The site is currently in compliance with all regulations and requirements.

The new lease removes City Council authorization of fee increase but otherwise remains virtually the same. This lease has been reviewed by City Attorney Melissa Cribbins.

COUNCIL ALTERNATIVES:

1. Authorize the City Manager to sign a 10 year lease renewal for the solid waste disposal site?

2. Decline to authorize the City Manager to sign a 10 year lease renewal for the solid waste disposal site

3. Table this issue and direct city staff to conduct additional research.

Deanna Schafer
City Manager

LEASE AGREEMENT

This Lease ("lease") is made on the ___ day of _____,2024, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("Lessee" or "County") and THE CITY OF REEDSPORT, Douglas County, Oregon, a municipal corporation ("Lessor" or "City").

LESSEE AND LESSOR AGREE:

Whereas, Lessor desires of having Lessee continue to operate a county garbage refuse disposal and recycling site in the vicinity of the City of Reedsport, and

Whereas, Lessee desires of continuing to operate the existing county garbage and refuse disposal and recycling site in the vicinity of Reedsport, and

Whereas, the Lessor is the owner of and area of land that has been managed since 1964 by Lessee:

NOW THEREFORE in consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be kept and faithfully performed by Lessee, the Lessor does hereby lease the real property described on the attached Exhibit A, which is hereby incorporated by reference.

1. TERM AND TERMINATION:

1.1. The term of this lease shall commence on May 15, 2024, and end on May 14, 2034.

1.2. Lessee may terminate this lease if the Lessee determines in good faith that termination is in the best interest of the public. Lessee will endeavor to give Lessor notice thirty days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate.

1.3. Lessor may terminate this lease with sixty (60) days written notice if Lessor determines in good faith that termination is in the best interest of the public.

1.4. In the event that the Lessee shall fail to maintain and operate a garbage and refuse disposal and recycling site on the hereinabove described real property for a period of sixty (60) days, then and in that event this Lease shall automatically terminate and Lessor shall be entitled to possession of the same without any further acts on its part to be performed.

2. INDEMNIFICATION:

2.1. Lessor and the officers, employees, and agents of Lessor are not agents of County as those terms are used in ORS 30.265.

2.2. To the extent permitted by ORS 221.410 (if applicable), and within the limits of liability stated in the Oregon Tort Claims Act (if applicable), Lessor shall defend, indemnify, and hold harmless Lessee and Lessee's officers, employees, and agents from and against all claims and actions for injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of Lessor or Lessor's officers, employees, agents, or subcontractors.

2.3. To the extent permitted by the Oregon Constitution, and within the limits of liability stated in the Oregon Tort Claims Act, Lessee shall defend, indemnify, and hold harmless Lessor and Lessor's officers, employees, and agents from and against all claims and actions for injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of Lessee or Lessee's officers, employees, and agents.

3. USE:

3.1. The Lessee hereby promises and agrees to and with the Lessor to take said premises for the term, and use said premises for the sole purpose of operating and maintaining a garbage and refuse disposal and recycling site, for the use of the general public in Douglas County, Oregon. The Lessee shall, at the expiration of this term quit, surrender and yield up said premises to the Lessor, in as good condition and order as the same, consistent with provisions of section below, and the permit requirements from Oregon Department of Environmental Quality governing such area.

3.2. Lessee agrees with the Lessor that said garbage and refuse disposal and recycling area shall be open to all residents of Douglas County, Oregon.

3.3. Lessor agrees to and with the Lessee that said disposal and recycling site, operation and maintenance of the same shall be under the jurisdiction of the Lessee. The Lessee is entitled to make any and all reasonable rules and regulation governing the operation and use of said lands for disposal and recycling site.

3.4. Lessee and Lessor acknowledge that there is a large quantity of land owned by Lessor subject to the terms and provisions of this lease agreement. The parties hereto agree that it is the intention of this lease agreement to encumber only the land that is actually necessary for the use, operation and maintenance of a garbage and refuse disposal and recycling area. Lessee agrees to and with the Lessor that if it is determined that all of the land described in this lease agreement is not needed by Lessee for its operation that it will on request of Lessor release from this lease agreement those lands not necessary to carrying out the terms and intents of this lease agreement.

4. NOTICES: Any notice required to be given under this lease agreement, or any notice required to be given by law, shall be in writing and shall be given by personal delivery, or by registered or certified mail.

4.1. Notices to Lessor shall be delivered or mailed to:

City of Reedsport Attn: Deanna Schafer
451 Winchester Avenue
Reedsport, OR 97467

4.2. Notices to Lessee shall be delivered or mailed to:

Douglas County Solid Waste
1036 SE Douglas Avenue, Rm. 308
Roseburg, OR 97470

/////
/////
/////
/////

5. ENTIRE AGREEMENT: The foregoing constitutes the final and complete agreement of the parties and supersedes all prior and existing written or oral understandings except as otherwise continued in effect by the terms of this lease. No modification of this lease agreement shall be valid unless it is in writing and signed by the parties.

CITY
LESSEE

By_____
Title _____
Print Name_____
Date_____

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY
LESSOR

By_____
Chair
By_____
Commissioner
By_____
Commissioner
Date_____

REVIEWED AS TO CONTENT

By_____
County Department Head
Date_____
Coding_____

REVIEWED AS TO FORM

By_____
County Counsel
Date_____


PARCEL #1
45 Ac
NO LANDFILL ALLOWED
PARCEL #2

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Reedsport Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-034
Agenda of May 6, 2024
RE: Budget Revision

ISSUE:
Shall the City Council adopt Resolution 2024-007 authorizing a supplemental budget and budget revisions to the 2023-24 FY budget?

BACKGROUND:

A resolution has been drafted (attached) which provides for unforeseen changes in the form of a supplemental budget and budget revisions to the 2023-24 fiscal year budget.

According to ORS 294.471 a local government may prepare a supplemental budget if a condition that was not known at the time of the budget requires a change in financial planning. The following information is provided regarding the recommended adjustments. These adjustments were not known at the time of adopting the FY 2023-24 budget.

None of the recommended adjustments increase the property tax levy.

Budget Change for Fund 001-110 Non Departmental General Fund

Materials and Services ARPA Grant Expenses	$(417,000)
Inter-Fund Transfers Transfer Out: Fund 025 Capital	$ 417,000

Budget Change for Fund 014 Fire Equipment Fund

Capital Outlay Seismic Retrofit Project	$ (42,000)
Inter-Fund Transfers Transfer Out: Fund 025 Capital	$ 42,000

Budget Change for Fund 037 Police Capital Fund

Capital Outlay	
Building Improvements	$ (80,000)
Inter-Fund Transfers	
Transfer Out: Fund 025 Capital	$ 80,000

Budget Change for Fund 025 General Capital Fund

Revenue	
Fund 001 Transfer	$417,000
Fund 014 Transfer	$ 42,000
Fund 037 Transfer	$ 80,000
Capital Outlay	
Seismic Retrofit PD/FS Project	$539,000

To move all Council allocated funds for the owner portion of the Station 7 Seismic Project for final construction costs.

Budget Change for Fund 001-110 Non Departmental General Fund

Materials and Services	
ARPA Grant Expenses	$(31,905)
Inter-Fund Transfers	
Transfer Out: Fund 025 Capital	$ 31,905

Budget Change for Fund 025 General Capital Fund

Revenue	
Fund 001 Transfer	$ 31,905
Capital Outlay	
Computer Improvements	$ 31,905

To allocate funds for computer improvements.

Budget Change for Fund 001-220 Fire Department

Revenue	
Misc. Grants/Donations	$ 35,000
Materials & Services	
Contracted Services	$ 35,000

The Fire Department has applied for and been awarded the Department of the Oregon State Fire Marshall 2024 Wildfire Season Staffing Grant. This grant will allow the fire department to hire two part time individuals to assist during the 2024 wildfire season.

FISCAL IMPACT:

The total budget will be increased by $605,905.

COUNCIL ALTERNATIVES:

1. Adopt Resolution 2024-007 authorizing a supplemental budget and budget revisions to the FY 2023-24 budget.

2. Amend and then adopt Resolution 2024-007 authorizing a supplemental budget and budget revisions to the FY 2023-24 budget.

3. Decline to adopt Resolution 2024-007.

RECOMMENDATION:

Staff is recommending alternative #1.

Michelle Fraley
Finance Director

RESOLUTION 2024-007

A RESOLUTION REVISING THE FISCAL YEAR 2023-24 OPERATING BUDGET.

WHEREAS, Oregon Revised Statutes (ORS) provides for revision of a municipal operating budget; and

WHEREAS, a revision to the municipal operating budget for Fiscal Year 2023-24 is required; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Reedsport City Council hereby adopts the 2023-24 budget revisions now on file in the office of the City Recorder, which nets a zero increases/decrease in the budget; and

BE IT FURTHER RESOLVED that in accordance with ORS 294 a local government may prepare a supplemental budget if a condition that was not known at the time of the budget adoption requires a change in financial planning; and

BE IT FURTHER RESOLVED that the Reedsport City Council hereby adopts the amended FY 2023-24 budget total as $21,026,326; and

BE IT FURTHER RESOLVED that the Reedsport City Council hereby appropriates the amended amounts for the fiscal year beginning July 1, 2023, as follows:

Fund 001-110 General Fund – Non Departmental	
Materials & Services	
ARPA Grant Expenses	**$ (448,905)**
Inter-Fund Transfers	
Transfer Out: Fund 025 Capital	**$ 448,905**
Total Net Change Fund 001-110	**$ 0**
Fund 014 Fire Equipment Fund	
Capital Outlay	
Seismic Retrofit Project	**$ (42,000)**
Inter-Fund Transfers	
Transfer Out: Fund 025 Capital	**$ 42,000**
Total Net Change Fund 014	**$ 0**
Fund 037 Police Capital Fund	
Capital Outlay	
Building Improvements	**$ (80,000)**
Inter-Fund Transfers	
Transfer Out: Fund 025 Capital	**$ 80,000**
Total Net Change Fund 037	**$ 0**

Fund 025 General Capital Fund

Revenue	
Fund 001 Transfer	**$ 448,905**
Fund 014 Transfer	**$ 42,000**
Fund 037 Transfer	**$ 80,000**
Capital Outlay	
Computer Improvements	**$ 31,905**
Seismic Retrofit PD/FS Project	**$ 539,000**
Total Net Change Fund 025	**$ 570,905**

Fund 001-220 Fire Department

Revenue	
Misc. Grants/Donations	**$ 35,000**
Materials & Services	
Contracted Services	**$ 35,000**
TOTAL AMENDED FY 23-24 BUDGET	**$21,026,326**

PASSED AND MADE EFFECTIVE BY THE REEDSPORT CITY COUNCIL this 6th day of May, 2024.

AYES _____ NAYS _____

APPROVED by the Mayor this 6th day of May, 2024.

_____
Mayor Linda McCollum

ATTEST:

_____
Deanna Schafer, City Recorder

CITY of REEDSPORT

451 Winchester Avenue
Reedsport, OR 97467-1597
Phone (541) 271-3603
Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon 97467

Council Letter 024-035
Agenda of May 6, 2024
RE: Mutual Assistance Agreement with Western Lane Fire and EMS Authority

ISSUE:

Shall the City Council enter into an Intergovernmental Agreement with Western Lane Fire and EMS Authority for mutual aid fire services?

BACKGROUND:

In accordance with the policy of the Southwestern Oregon Fire Fighters Association Mutual Aid System of moving to a regional response of fire departments to assist neighboring departments prior to the activation of a full move up of resources, the following agreement is entered into by the listed departments:

Reedsport Fire Department
Winchester Bay Rural Fire Protection District
Western Lane Fire and EMS Authority
Mapleton Fire Department
Swisshome Deadwood Rural Fire Protection District
Gardiner Rural Fire Protection District

COUNCIL ALTERNATIVES:

1. Approve an Intergovernmental Agreement with Western Lane Fire and EMS Authority for mutual aid fire services and authorize the City Manager to sign the agreement.

2. Modify and approve an Intergovernmental Agreement with Western Lane Fire and EMS Authority for mutual aid fire services and authorize the City Manager to sign the agreement.

3. Table the matter and direct staff to do more research.

4. Decline to approve the document.

STAFF RECOMMENDATION

Staff recommends No. 1

Deanna Schafer
City Manager

COPY

MUTUAL ASSISTANCE AGREEMENT

THE PARTIES TO THIS AGREEMENT ARE the Western Lane Western Douglas County Fire Defense Board which include: Winchester Bay Rural Fire Protection District, Mapleton Fire Department, Swisshome / Deadwood Rural Fire Protection District, Reedsport Fire Department, AND Western Lane Fire and EMS Authority:

INTRODUCTION

WHEREAS, certain disasters have the potential of outstripping the capacity of any community to effectively protect life and property,

WHEREAS, the parties desire to combine and coordinate their resources for responses to these certain disasters occurring in their respective district,

WHEREAS, the parties wish to enter into agreement to identify the responsibilities of each party,

WHEREAS, it is the interest of each agency and the public to have a mutual assistance agreement, pursuant to ORS 190.010.

WHEREAS, in accordance with the policy of the Southwestern Fire Chiefs Association Mutual Aid Agreement intended to move regional resources to assist neighboring jurisdictions,

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

Section 1: Recitals and Term

1.1 The above recitals are accurate and are incorporated in this Agreement by reference.

1.2 This Agreement is entered into for the purpose of securing to each party periodic emergency assistance for response to emergencies resulting from certain cause.

1.3 This agreement shall supersede all previous agreements and be effective on the date signed by all parties.

1.4 This agreement shall be effective until such time as it is revoked by any party who gives written notice to the remaining parties of the same.

Section 2: Authority

2.1 This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS).

2.2 Further, ORS 190.010 authorizes units of local government to enter into written mutual assistance agreements.

2.3 This agreement is intended to be consistent with State Fire Marshal and the Administrator of the Oregon Emergency Management comprehensive statewide plans for the protection of life and property during disasters.

2.4 The parties hereto recognize and agree that certain provision of ORS extend the powers and authorities of the parties herein beyond their regular districts when operating under this Agreement.

Section 3: Waivers and Requirements

3.1 Each party to this Agreement waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this Agreement.

3.2 Any requesting party shall, to the extent permitted by applicable constitutional or Tort Claims Act limitation, save and hold harmless any responding party against any and all claims or actions brought against the responding party, arising out of the responding party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.

3.3 Each party to this Agreement agrees to provide workers' compensation insurance coverage to each of its employees and volunteers, or shall maintain self-insurance sufficient to cover such claims, as required by applicable regulations.

3.4 Each party responding under this agreement recognizes that although overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of the individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.

3.5 Nothing in this agreement shall be construed to prevent the Chief or

5.2.3 All parties agree to train together a minimum of two times a year to ensure effective response, familiarity with equipment, and on-scene safety.

SIGNATURES

The undersigned warrant and represent that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

All signatures shall be executed in counterparts, using the form appearing hereto, or another substantially in that form.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their legal capacity.

WINCHESTER BAY RURAL FIRE PROTECTION DISTRICT
Winchester Bay Rural Fire Protection District Board of Directors
PO Box 1006
Winchester Bay, OR 97467
(541) 271-3808

Signed By Board Representative

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Reedsport Fire Department
City of Reedsport
451 Winchester Avenue
Reedsport, OR 97467
(541) 271-3603

Signed By City Representative

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Commanding Officer of the firefighting personnel and equipment of the party rendering assistance from refusing, in the exercise of their best judgement and discretion, to commit personnel or equipment to a position in which danger of loss of life or equipment.

Section 4: Cost Recovery

4.1 The parties hereto agree that any cost recovery actions brought by responding jurisdictions under this Agreement against third parties shall be coordinated by the jurisdiction in which the incident giving rise to the response occurred.

Section 5: Scope of Agreement

5.1 In accordance with the policy of the Southwestern Oregon Fire Fighters Association Mutual Aid System of moving to a regional response of fire departments to assist neighboring departments prior to the activation of a full move up of resources, the following agreement is entered into by the listed departments.

5.1.1 Reedsport Fire Department
5.1.2 Winchester Bay Rural Fire Protection District
5.1.3 Western Lane Fire and EMS Authority
5.1.4 Mapleton Fire Department
5.1.5 Swisshome Deadwood Rural Fire Protection District.
5.1.4 Gardiner Rural Fire Protection District

5.2 In the case of a fire or other incident that requires resources that are either closer or beyond the current capabilities of the responding jurisdiction, a request for mutual aid may be made for either incident response or station coverage.

5.2.1 All parties shall follow the current Mutual Aid Request Procedures that will be maintained and regularly updated by the Fire Chiefs of each agency. A copy of the latest Mutual Aid Request Procedures shall be provided to the Board President of Each Fire District and the Reedsport City Manager when it has been updated and/or modified.

5.2.2 All parties agree that the protection of their respective jurisdiction takes precedence over the ability to supply a mutual aid resource. Therefore, it is understood that mutual aid resources are not guaranteed and will be sent when they are available.

CITY of REEDSPORT

451 Winchester Avenue
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Fax (541) 271-2809

Honorable Mayor and
Members of the City Council
Reedsport, Oregon

Council Letter 024-036
Agenda of May 6, 2024
RE: Project Continuation

ISSUE:

Shall the City Council authorize the Umpqua Soil Water Conservation District, working with Matt Ruwaldt Environmental Consulting and Oregon Parks and Recreation Department on a local Government Grant Program, to move forward planning a Leed's Island project?

BACKGROUND:

Umpqua Soil and Water Conversation District is working with Matt Ruwaldt, a private contractor of Environmental Consulting, on securing a Business Oregon grant to replace the Providence Creek tide gates and expand the mentioned property with a potential purchase through these grant funds. Mr. Ruwaldt presented the project to The City's Parks and Beautification Committee on March 13, 2024 and then to City Council on April 1, 2024. The project is to consider a City Park at Leed's Island and is currently used as an estuarial/farm land. A natural fresh water estuary sits in the middle of it. The property has a levee on about three quarters of the property and is approximately 220 acres. The property is the home of the Providence Creek tide gate which is in need of maintenance and repair. The tide gate has been maintained and will continue to be maintained by The Port of Umpqua.

The end project would involve the City of Reedsport ownership and management of the property and is imperative the plans are to be thorough.

Presentation:

Opportunity

-Mark Holliday has been trying to sell property for many years.
-City of Reedsport considered buying several years ago.
-Restoration potential is great with Providence Creek tide gate replacement.

Proposed Project

-Purchase of approximately 220 acres currently owned by Mark Holliday.

-Funds will be received through Oregon Parks and Recreation Dept. Local Government Grant Program.
-Requires a 20% match which can be staff time, other grant funding (OWEB, NFWF) etc.
-No cash match will be expected for the City.

Project Need

-65% of Umpqua Estuary wetlands have been lost.
-Site is currently grazed but is marginal pastureland.
-Salmon and other fish, migratory and resident birds, and other wildlife rely heavily on estuary wetlands for survival.
-Park will provide an addition recreation area for residents for walking, - birdwatching, relaxing, and sightseeing.

Nuts & Bolts

-Umpqua SWCD will write all grants.
-City will be grantor for Parks & Rec grant.
-SWCD and City will develop a management plan and delegate duties as appropriate with public involvement.
-Timeline:

-Apply for Technical Assistance Funding (Planning)—April-July 2024
-Apply for Parks & Rec funding (Acquisition)—April 2025
-Public Meetings to discuss park design—Summer-Fall 2025 (or as needed)
-Apply for Restoration funding—Spring/Summer 2025
-Construction—Summer 2026
-Grand Opening—Fall 2026

Feedback from Parks & Beautification Committee—March 13th

-Overall supportive.
-Some concern over management of Ranch Road.
  -Will need to be discussed between involved parties as process moves on.
  -Paving is likely too expensive.
  -Might be grant funding to bring the road to a good condition.
  -Widening the road probably isn't feasible.
-Committee was supportive of City ownership, if property is developed & managed as a park

Umpqua SWCD and Matt Ruwaldt Environmental Consulting are now asking the City Council whether or not they wish to proceed with the Leed's Island project plans.

FISCAL IMPACT:

There is no fiscal impact to the City other than staff time for planning overseeing the progress of the project and grant application. Eventual ownership will consist of maintenance and oversight costs in the future.

ALTERNATIVES:

1. Authorize the Umpqua Soil Water Conservation District, working with Matt Ruwaldt Environmental Consulting and Oregon Parks and Recreation Department on a local Government Grant Program, to move forward planning a Leed's Island project.

2. Decline to authorize the Umpqua Soil Water Conservation District, working with Matt Ruwaldt Environmental Consulting and Oregon Parks and Recreation Department on a local Government Grant Program, to move forward planning a Leed's Island project.

3. Table this issue and direct staff to conduct additional research.

RECOMENDATION:

Staff recommends item #1.

Deanna Wright
City Manager