



CITY OF DRAIN
REGULAR COUNCIL MEETING
MONDAY, NOVEMBER 13, 2023
CIVIC CENTER – 6:00 PM

AGENDA

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. WELCOME REMARKS

4. REPORTS, COMMITTEE & COMMISSIONS

- a. Sheriff's Office
- b. Library
- c. ND Fair – Nathan
- d. Chamber of Commerce – Bonnie Park Host
- e. Chamber of Commerce – Ame Donation Request
- f. Cemetery Advisory Committee – Next Meeting 11/21/23 at 9:30 am
- g. Civic Center Committee – Committee Member Wendy Fry & unofficial October minutes attached

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating with their name and address prior to addressing the Council.

5. PUBLIC COMMENT – Agenda and Non-Agenda Items
(A time of three minutes per citizen shall apply.)

6. CONSENT AGENDA

- a. Minutes – Approval of October 9, 2023 City Council Minutes
- b. Approval of payment of the Bills, check numbers: 347, 348, 34800 through 34874, **with the exception of voided check numbers 34792 (out of sequence), 34846 and 34858**, in the total amount of \$152,930.31.
Approval of payment of the Payroll, check numbers: 10345, 10152301 through 10152308 and 10312301 through 10312308 in the total amount of \$35,297.86.
Check number 10344 was voided.

7. COUNCIL BUSINESS

- a) R2324-03 A RESOLUTION APPROVING THE EXECUTION OF THE CITY OF DRAIN'S CONTRACT FOR CONSTRUCTION WITH GREG PAYNE TRUCKING AND CONSTRUCTION
- b) R2324-04 - A RESOLUTION EXTENDING THE ENGINEERING AGREEMENT BETWEEN THE CITY OF DRAIN AND THE DYER PARTNERSHIP AMENDMENT #15 TO AGREEMENT
- c) Planning Commission – Open positions

8. DISCUSSION ITEMS/CITY COUNCIL COMMENT

- a) Anna Drain Park Project –Presentation Regarding Aesthetics

9. INFORMATIONAL ITEMS (previous contract agreement update, staff update, future events, local news, etc.)

- a. Project List Update
- b. ODOT – Town Hall November 15, 2023 6:30 to 7:30 PM at the Civic Center Hall

10. ADJOURNMENT

TIME _____

Join Zoom Meeting

Meeting ID: 871 4142 3646

Passcode: 176897

4. REPORTS, COMMITTEE & COMMISSIONS

- a. Sheriff's Office

- b. Library

- c. ND Fair – Nathan

- d. Chamber of Commerce – Bonnie Park Host

- e. Chamber of Commerce – Ame Donation Request

- f. Cemetery Advisory Committee – Next meeting is November 21st at 9:30 am, in the civic center meeting room.

- g. Civic Center Committee – Unofficial October Minutes attached and Wendy Fry, committee member to speak.



**DOUGLAS COUNTY
SHERIFF'S OFFICE**

1036 SE DOUGLAS AVE
ROSEBURG, OR 97470
(541) 440-4450

CONTRACT CITY STATISTICS REPORT	
DATE FROM 10/01/2023	DATE TO 10/31/2023

	Arrests	Criminal Cases	Non Criminal Cases	Citations	Warnings	Fis	Civil Papers	Calls For Service	Traffic Stops	Subject Stops	Security Checks	Building Checks	Accidents	Drug Cases	DUIs	Warrant Arrests	Reports Taken	Reports Written
CANYONVILLE CONTRACT	15	14	2	14	1	3	17	248	58	11	4	0	0	5	0	6	21	18
COW CREEK CONTRACT	1	1	1	1	0	0	0	12	11	0	26	0	0	0	0	0	3	2
DRAIN CONTRACT	5	4	1	14	12	6	7	50	45	2	4	0	0	0	1	0	6	5
GLENDALE CONTRACT	7	12	5	7	1	0	9	82	25	3	1	0	1	2	0	4	18	18
RIDDLE CONTRACT	9	7	3	6	1	1	64	109	20	1	0	0	1	0	1	0	15	28
YONCALLA CONTRACT	6	8	1	12	3	8	7	74	23	6	6	0	0	0	1	1	11	11
Total	43	46	13	54	18	18	104	575	182	23	41	0	2	7	3	11	74	82

Park Host Proposal

November 4, 2023

To Drain City Council

The Drain Chamber of Commerce would like to re-address the idea of having a park host at the Anna Drain Park. This is a positive source of intervention to make our park a friendly environment for kids and families. The park host would typically be a retired couple who love community and are excited to have a non-paying job in exchange for free lot rent, electricity, and water. The park host are chosen by an application process and would be selected by the city administrator, no different than a regular job application. We have included a sample application with this proposal.

We propose the lot position be at the back of the park near the high school ball fields. This location would put all activities of the park in their view. It would also position it close to electrical hook up and water source. I assume the sewage would need to be routed to the restrooms.

The expectations of the host would be to maintain the mowing of the park, supervise activities going on at the park, interacting with children to make them aware of conduct being watched for. Check out play equipment, unlock restrooms when needed, etc. A constant adult presence has been found by other cities to be a significant deterrent for unwanted activity. The park host would become familiar with the regulars at the park and would be able to keep a watchful eye on most activities.

Expenses to the City of Drain for construction would be minimal since water, sewer and electricity are already installed at the park. As for the labor, the city workers would hopefully be able to accomplish the construction without overtime. The monthly expenses would be minimal for an RV with only two people as the water/sewer could blend in with the usage in the park, and the total electrical doesn't seem like it would be much over about \$150 / month.

The Chamber is aware that more surveillance cameras have been added but they cannot catch everything, such as bullying and verbal abuse. They can catch vandals on tape, but a park host could possibly deter the vandalism before it occurs, thus saving the city money in repairs. We are not proposing a park host only for security reasons. The possibility of allowing people to enjoy this beautiful asset more greatly by being able to check out horseshoes, cornhole games, freebees, footballs, etc., would be beneficial to the grandeur of our town, and the utilization of our facilities.

This system is used by a great number of cities, big and small, around our nation. It keeps the parks a friendly safe zone for all. It is typical for a contract with the park host to have a clause stating the minimum age and the condition of the RV. It can also state they must keep their area clean and tidy. The city has the right to remove said park host for not fulfilling their duties or for breaking their contract in any manner.

We sincerely appreciate the council taking another look at this proposal and deciding whether this is beneficial to our town. We believe that like the chamber, the city administration along with most residents, want Drain to be a better place to live and play. We are hopeful this will help fulfill that desire.

Thank You

Bonnie Pyles



Drain Chamber of Commerce President

example

AGREEMENT FOR PARK HOST AT

YONCALLA COMMUNITY PARK

THIS AGREEMENT dated this _____ day of _____, 2015 is to cover the duties and responsibilities of a park host at the Yoncalla Community Park at 294 Williams Road.

This agreement is for a trial period of three months and may be terminated by either party at any time.

- A. It is for occupancy by two people only.
- B. Yoncalla Parks & Rec supplies electrical, water and sewer for the pad.
- C. No non-working vehicles will be allowed on the property.
- D. If storage is needed, it will be placed under the RV and it must be properly covered.
- E. There will be no trash in sight.

THE FOLLOWING ARE THE DUTIES AND RESPONSIBILITY OF THE PARK HOST

- (1) Park Host will be available on Saturday and Sunday and be available when events are in progress if possible.
- (2) Pavilion, tables and benches are to be cleaned when park host is notified of an event.
- (3) Recreation equipment is to be checked in and out by park host.
- (4) Park Host is to police the grounds and put trash in dumpster provided.
- (5) Park Host shall replenish paper products in rest rooms.
- (6) Watch for vandalism in the park and also for loiterers and call sheriff when necessary.
- (7) Other duties that may be assigned by the Board

THIS AGREEMENT may be terminated by Yoncalla Parks & Recreation for improper conduct by the Park Host.

YONCALLA PARKS & RECREATION

PARK HOST

**YONCALLA PARKS & RECREATION
CARE TAKER APPLICATION**

NAME: _____

SPOUSES NAME: _____

ADDRESS: _____

CURRENTLY EMPLOYED; _____

WHERE & FOR HOW LONG: _____

RETIRED: _____

RESIDENCES FOR PAST FIVE YEARS:

MAKE, MODEL & YEAR OF MOTOR HOME OR TRAVEL TRAILER:

PETS, QUANTITY & TYPE: _____

HOW LONG CAN YOU COMMIT TO STAY: _____

ARE YOU ABLE TO DO DUTIES, SUCH AS OPENING & CLOSING THE GATE EACH DAY; OPEN RESTROOM DURING THE SUMMER & CHECK FOR LITTER & CHECK FOR PROBLEMS & OTHER LIGHT DUTIES? _____

ALL APPLICANTS SUBJECT TO BACKGROUND CHECK & DRUG TEST

REFERENCES: _____

From Ame Beard:

The chamber wanted to reach out for an ask for our annual Christmas Extravaganza we throw. Here is a letter for you and council.

Thank you!

To esteemed city councilors and staff:

It brings us great pleasure to announce our plans for this year's Christmas Extravaganza event. The City of Drain has been a significant support in this event in the past and we hope that you will continue our partnership.

We would like to ask the city for a \$700 donation to support our activities.

Here is our proposed plan and the detail of our needs:

December 2 and 3: Train show at the Civic Center Hall.

December 2: Tree Lighting!

Need: we are hoping we can get city workers to help with the tree setup and lighting again. We are also hoping for the usage of the city area of the parking lot.

December 9th: Light parade

December 10th: Live Nativity

December 16th: Gingerbread House making, pics with Santa and coloring contest in the Civic center hall starting at 1:00 PM.

City Light Contest: judging on the 21st.

Need: we are hoping you will plan on doing a business and residential prize for \$100 off the electric bill each category. Please let us know if you are wanting to do this again-we usually pick a winner and tell you.

From the Civic Center Advisory Committee - As an introduction, my name is Wendy Fry. I was on the Civic Center Advisory Committee under the City Council. I remain on the committee at this time; however, due to changes we are short on members.

Unfortunately, I am not able to attend this city council meeting; however, will be at the December 11, 2023 meeting armed with much more information on the current status of the new citizen run committee and our future endeavors. I am anxious to recruit a new committee and show the citizens and council how proactive we can be with promoting the Civic Center and revitalizing the Civic Center Advisory Committee as a citizen run committee. Currently there are only two members. Hopefully by the time I attend the December 11 City Council meeting I will be able to introduce a new, eager citizen run Civic Center Advisory Committee and outline the committee meeting structure.

Our plans are to sponsor events that will make the Civic Center more visible to the public. I have plans to meet with a Harold newspaper staff member to learn our options on promoting the Civic Center. Those options will be presented to the City Council prior to any actions taken.

We are hoping to assist the City staff and Council with Civic Center related tasks. We will meet with City Administrator Stevens to keep up to date on city needs to include but not limited to, inventory and grant writing assistance.

I am looking forward to attending the meeting and getting more familiar with the Council Members, Mayor and staff. Have a great evening.

Sincerely,
Wendy Fry

**DRAIN CIVIC CENTER ADVISORY COMMITTEE
MINUTES OF MEETING
October 16, 2023**

1. Call to Order

The regular meeting of the City of Drain Civic Center Advisory Committee was called to order Monday, October 16, 2023 at 5:30 p.m.

Roll Call:	Present	Excused	Absent
Grace Almaas	<u>X</u>	_____	_____
Candy Vickery	<u>X</u>	_____	_____
Laurie Fox	<u>X</u>	_____	_____
Wendy Fry	<u>X</u>	_____	_____
Mary Lou Garratt	_____	<u>X</u> _____	_____

City Staff present: CA Jeni Stevens, Mayor Sparhawk

Others present: Jo Barker, Ann Campbell, Librarian Miriam Sisson, Sharon, Citizen

2. Approval of June 13, 2023 Advisory Committee Minutes: W. Fry moved to approve the June 13, 2023 meeting minutes with L. Fox as second. *Motion carried 5-0.*

Discussion: None.

L. Fox Yes G. Almaas Yes C. Vickery Yes
W. Fry Yes

3. Public Comment:

Jo Barker, citizen of Drain, presented committee members with a proposed ordinance amending, restating, compiling and defining the Mission/Purpose and Procedures of the Standing Civic Center Committee under City Charter 30.14 (B) (attached). Ms. Barker asked the committee to take a 10-minute break to review the proposed ordinance. Committee member Fry expressed more time would be needed to review and understand what was presented. Other members agreed.

Anne Campbell, citizen of Drain, expressed her support in keeping the Civic Center Advisory Committee under the City Council as has been in the past. She is disappointed that the City Council dissolved the committee as it was and is concerned the citizen's voice will be muted. In addition, by getting rid of the committee it has now created a "watch dog" committee of citizens. She feels there was lack of communication by the City and is concerned about the intent behind getting rid of the committee and wonders if the city is wanting to do something else with the building. Ms. Campbell stated that it was said that Candy was told five times to contact the city administrator to schedule a work session with council which was not true. Ms. Campbell expressed her appreciation to the committee members for their volunteer services to the City of Drain. The difference between volunteer versus serving was outlined expressing volunteer activity is when convenient and services are based on passion. The importance of expressing passion for the Civic Center Committee was encouraged.

Miriam Sisson, librarian, expressed her concern about maintaining a standing suitable space for meetings.

The statement from Miriam Sisson (highlighted above) is incorrect. It has been changed in the Civic Center meeting minutes to reflect her statement correctly: Miriam Sisson, Library Director, asked how a citizen-led committee would gain access to the meeting space and Jeni answered that they would check out a key.

Sharon (last name unknown), expressed concern that dissolving the committee without proper communication shows the City does not value committee members and volunteers. She is concerned that volunteers will shy away from providing services to the city.

A woman sitting in the front row, expressed concern that the Civic Center Advisory Committee is not moving in a forward momentum focusing on progression in a positive voice to encourage City Council and citizens to participate.

Erin Sparhawk, Mayor, explained that the intent was to delegate the Civic Center Advisory Committee to the citizens. The council would like the committee to be citizen led rather than City Staff led to alleviate the burden of time on the staff and to lessen the rules and regulations on the Civic Center Advisory Committee. She also stated that she did tell Candy, five times to contact the CA to schedule a work session, during a conversation with her after the September council meeting.

4. Discussion:

Ordinance 441 – Dissolving the Civic Center Committee.

- CA Stevens explained the purpose was to move this to a citizen-led committee rather than a city-led committee.
- Chair Vickery expressed her concern about dissolution of committees. She is disappointed in the City Council's approach and City Council's lack of response to her questions and concerns. She stated that the Mayor did ask her to contact the city administrator to schedule a work session but didn't because she had family things going on and didn't want to schedule a meeting that she was not sure she could attend.
- Chair Vickery questioned the reason for the need for haste in which the dissolution of the committee was handled. She expressed that raises suspicion and asked Council in the October meeting to hold off for one month on making a decision so a work session could be scheduled and no one on Council responded.
- Chair Vickery is concerned the ordinance numbers used in the amendment were incorrect and handed out a packet of information (attached). CA Stevens will review but is confident they are correct.
- Chair Vickery is concerned that dissolution will remove the citizen's input and knowledge to the use and maintenance of the building and overseeing the finances.
- Committee member Fry suggested if the committee is to be citizen led, she would like a resolution for a standing time on the agenda and use of a Civic Center room for meetings. She would like the agenda to be received and presented by the City Council.
- CA Stevens stated that the request by member Fry were offered in a council meeting and still stand. The Civic Center Advisory Committee is still on the Council agenda and meeting minutes will be included in Council packets if received and the committee can still use the meeting room as always.
- Committee member Fry expressed understanding that the lack of attendance in the last Civic Center Committee meeting was a direct cause of lack of communication between committee members.
- A meeting prior to the November 9, 2023 deadline was discussed and agreed upon by committee members. Making this a work session with City Council was discussed. This was not finalized. October 30, 2023 was agreed upon unanimously by committee members. CA Stevens she is not sure if she can attend and will have to check her schedule, but she will invite council members to attend.

5. Information

Sound System

Tested by CA Stevens and user and found to be working.

Stove – Malfunction reported, tripping a circuit when in use. CA Stevens said that an electrician, the city's lineman and herself have all tested the stove and it appears to be working properly.

Chair Vickery stated that Jenny Hickson has information on the malfunction. CA Stevens will contact Ms. Hickson for further information.

Ice Machine – Chair Vickery stated that the door pops off and has found mold in the machine and it needs to be cleaned more often.

Maintenance plan – Chair Vickery stated that there needs to be a maintenance plan done for the building. CA Stevens responded that there is a maintenance plan for the Civic Center. Chair Vickery stated that it must be new and CA Stevens said it was created after she was hired.

6. Public Comment: Occurred throughout the meeting. Summarized above.

7. Next Meeting: October 30, 2023 at 5:30 p.m.

8. Meeting adjourned at 6:35 p.m.

Chair Vickery

City Administrator, Jeni Stevens

Jo A. Barker
P.O. Box 1113
Drain, Oregon 97435

Civic Center
10.16.2023
Item 5

ORDINANCE: _____

AN ORDINANCE CODIFYING, AMENDING, RESTATING, COMPILING AND DEFINING THE MISSION, PURPOSE AND PROCEDURES OF THE STANDING CIVIC CENTER COMMITTEE UNDER CITY CHARTER § 30.14(B) : CIVIC CENTER COMMITTEE

WHEREAS, in 1984, Council established a cemetery committee by Resolution R8485-01, to meet once per month, to make recommendations and suggestions to council concerning the development and use of the cemetery lands owned by the City; and,

WHEREAS, the Council under authority City Charter Chapter III § 10, in 1985, enacted Ordinance _____ establishing the Civic Center Committee; and,

WHEREAS, in 1998, Council codified, amended, restated the establishment of two standing committees and the planning commission by Ordinance 373 repealing all ordinances, including Ordinances 285 & 269 or resolutions relating to the time, place, and procedure for calling meetings; and,

WHEREAS, in 1998, Resolution R8485-01 was repealed by Resolution R9798-10 changing meetings to everything other month and allowing members from the Community at Large; and,

WHEREAS, in 1999, Council enacted a Code of Ordinances by Ordinance 378 amending, codifying, restating, compiling and repealing all ordinances and resolutions; and,

WHEREAS, in 2002, the City of Drain, a 509(a)(1) governmental unit became a benefactor of the Jim S. and Mildred W. Whipple Fund for the support operation maintenance and capital needs and Woolley Fund for additional maintenance support both Funds offered through the Oregon Community Foundation for the Drain Civic Center building and the Drain Branch of the Douglas County Library now known as the Mildred Whipple Library of North Douglas County. Those terms and conditions are memorialized in an email dated September 29th, 2020 from OCF to the city administrator, are incorporated by reference and made part of as fully stated herein; and,

WHEREAS, the Council has annually identified those Whipple & Woolley grant fund dollars inclusive of interest from OCF for the Civic Center Building; and

WHEREAS, in 2005, Council enacted Ordinance 399 amending, compiling and redefining the Drain Civic Center Advisory Committee, a standing committee, shall have all powers and authority to pay for services and other such expenses from the Whipple & Woolley fund accounts and repealing Ordinances 311 (? 1984) and 366 (1997); and,

WHEREAS, in 2007, Council enacted Ordinance 405 amending, codifying, restating, compiling and repealing Ordinance 373; and,

WHEREAS, in 2016, Council enacted Ordinance 426 amending, codifying, restating, compiling and providing Rules of Procedure for city council and the various committees, commissions and boards and repealing Ordinance 411 (05-11-2009); and,

WHEREAS, when the Douglas County closed all public libraries, in 2017, working with the Friends of the Mildred Whipple Library of North Douglas County, Council enacted Resolution R1718-05 giving support for the formation of the Mildred Whipple Library District, a special district funded by its own property tax levy unrelated to the City of Drain's property tax levies; and,

WHEREAS, in 2018, Council enacted Resolution 1819-04 authorizing the city administrator to enter into lease agreement with the Mildred Whipple Library District for rent and use part of

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the Civic Center Building. The Lease Agreement is incorporated by reference and made part of as if fully stated, in perpetuity; and,

WHEREAS, in June 2023, Council, specifically the Mayor, desired to dissolve the Civic Center Committee with Ordinance 441 repealing Ordinance 399, and the Cemetery Committee by Resolution R2223-25 repealing Resolution R9798-10

WHEREAS, on September 7th, 2023 Council held a work session with the Cemetery Committee wherein at the next regular city council enacted Resolution **R2324-02** amending, codifying, restating, compiling and repealing all ordinances and resolutions. Resolution 2324-02 is incorporate herein as if fully stated in full without alteration

WHEREAS, the Council denied repeated requests from the Chairperson of the Civic Center Committee for those same considerations of holding a work session for/ with the Civic Center Committee

WHEREAS, on September 2023, Council had the first reading and enacted Ordinance 441 after the second reading in October 2023 repealing Ordinance 399 dissolving the Rules of Procedure for the standing Civic Center Committee - City Charter §§ 31.01 through 31.06 over the objections of the community; and,

WHEREAS, at the October 16th, 2023 meeting of the Civic Center Committee the Question was asked: "Continue committee ?" wherein a former City Councilor offered **AN ORDINANCE CODIFYING, AMENDING, RESTATING, COMPILING AND DEFINING THE MISSION, PURPOSE AND PROCEDURES OF THE STANDING CIVIC CENTER COMMITTEE UNDER CITY CHARTER § 30.14 (B): CIVIC CENTER COMMITTEE**

WHEREAS, in 2023, Council enacts Ordinance ____ amending, codifying, restating, compiling and providing the Mission, Purpose and Rules of Procedure for the Civic Center Committee and repealing Ordinance 441

THE CITY OF DRAIN ORDAINS AS FOLLOWS:

SECTION 1.: The City of Drain City Council realizes and recognizes that the Civic Center Committee is the trustee for the Whipple & Woolley Grant funds has and does fulfill its original managerial and trustee purposes concerning the Civic Center Building and those immediate grounds surrounding the Building.

(A.) It shall be the **Mission** of the Civic Center Committee as trustee, to promote and preserve the legacy of Mildred Whipple that the Civic Center Building will always be a community space built by and for the residents and community at large for housing the Mildred Whipple Library and for community social functions. It is the **Purpose** of the Committee to support the operations and maintain the capital needs of the Civic Center Building

(1.) The Civic Center Committee shall have 5 members consisting of residents of the City and or community at large and shall serve three year terms

(2.) The Committee shall elect a chairperson, vice-chair, secretary and treasurer, at the first meeting of 2024, thereafter every three years with the submission of an application to city council. If the chairperson is not available and a quorum exists, vice-chair shall sit as chairperson of that meeting

(a.) No member shall be an employee or officer for the city, but a member of city council, the designee city administrator or administrative assistant shall serve as a non-voting member

(b.) The Committee members shall be sworn into Committee Office by the city administrator, administrator assistant, or city recorder in accordance with Public Meeting Laws

(c.) All duly sworn Committee members shall enroll and complete within 90 days after the swearing in, the following educational programs freely offered by the Oregon

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Government Ethics Commission: Public Meetings Law, Executive Session, New Employee Orientation, Gifts, and Use of Office & Conflicts of Interest¹. Those training materials are available on the OGEC website.²

(d.) All Committee members may be required to file a Statement of Economic Interest with the OGEC as a public officer of the standing the Civic Center Committee

(e.) The Committee shall have the power and authority to form sub-committees and establish rules and procedures for that sub-committee

(f.) The Committee shall have the power and authority to enter into contracts, to hire outside services and be obligated for those payments and services

(g.) The Committee will follow the City Charter **CHAPTER VIII VACANCIES OF OFFICE**, when a member's meeting attendance is in question

(3.) The standing Committee shall meet every month at a regular time and place fixed by the Committee to review correct and approve the previous minutes; give and hear reports; review the monthly bills, make and authorize the payment; complete old business; create new business items of discussion and future action. Special Meetings or Workshops may be called by the chairperson, or by a majority of the members, provided that the notice of such meetings follow Public Meeting Law and city Ordinances. The regular, special or work sessions may be conducted by zoom or in person

(a.) The Committee will create the agenda, create the minutes from the previous meeting and send both documents to the city recorder at least **seven days** prior to the meeting

(b.) The City will post the current agenda and previous meeting minutes on the official website Calendar those regular, special or work session meetings in a timely manner not less than **five days** before including all necessary zoom meeting information

(c.) The Committee will post a paper agenda, after the city has added all necessary zoom meeting information, in 3 conspicuous not less than **five days** before the meeting: The Mildred Whipple Library, the Drain Post Office, and _____.

(d.) The Committee will publish in the local newspaper of circulation Notice of meeting and potential agenda items

(4.) The Committee shall have all powers and authorities necessary in the develop of policies and guidelines for the development and use of the Civic Center Building

(a.) There shall be one major fund raiser gala per year

(b.) The Committee will actively promote rental opportunities so the building can be self-sustaining with all profits after expenses retained for the Civic Center building and deposited into the Civic Center Account - not line items under the General Fund of the city.

(i.) The city will update the city website rental information for the Civic Center Building to reflect those changes from the December 19th, 2022 regular Civic Center Committee accepted as filed without discussion by Council ITS regularly scheduled meeting of March 13, 2023

The City (ii.)³ keep current any rental rate changes

(c.) The city shall report quarterly on the LGIP Reserve Equity Funds accounts 32-0-277 Checking-Civic Center and 32-0-287 LGIP Civic Center containing over \$ 110,508.42 per fiscal year 2020-2021 4th quarter dated 08-03-2021 and shall be updated to current fiscal year dollars inclusive of all prior and current annual interest earned.

(d.) There shall be one or more work sessions with the city administrator and or the city bookkeeper to review 2021-2022 and 2022-2023 and 2023-2024 fiscal expenses³ looking for opportunities and negotiating the reduction in overall maintenance and operational expenses inclusive of labor work hours, number of employees subject as service billing, insurances/PERS/retirement of those employees, insurance on the Building excluding Park Managed Lands, utility rates & charges, commercial rental,

¹ <https://www.oregon.gov/ogec/training/pages/webinars.aspx>

² <https://www.oregon.gov/ogec/training/Pages/Training-Handouts.aspx>

³ to be reported in the same fashion as the 4th Quarterly Report marked as Exhibit A

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usage fees, cleaning including carpet cleaning fees, vermin control, annual maintenance contract warranty inspections fees

(i.) The city will complete the current fiscal year of 2023-24 with the new fiscal year of 2024-2025 and thereafter being developed, administered, approved and adopted by the Civic Center Committee.

(ii.) The yearly reporting to OCF on the expenditures of those Grant Funds shall be reported by the trustee - the Civic Center Committee: Chairperson, Treasurer or other designee of the Committee

(iii.) The annual application to the OCF for the continuation of those Grant Funds shall be made and reported by trustee or other designee appointed by the Committee

(e.) The city will provide 30 to 60 day notice of any purposed service increase to the Committee, be placed on the Committee's next upcoming Agenda for discussion. After resolve under Discussion at the next regular or special meeting the Committee will act upon the item amending, approving, tabling or opposing

(f.) The city will incorporate the Civic Center Committee created Fiscal Budget into the City Annual Budget Document. The city will provide copies of the city's fiscal budget and notify the Civic Center Committee of those meetings.

(i.) The City Budget Committee may make recommendations on the Civic Center Fiscal Budget but may not approve those recommended line item changes until after the Civic Center Committee has reviewed those recommended and voted adoption on those changes.

(A.) There shall be a Special Meeting convened by the Civic Center Committee to review those recommended changes, if time is of the essence, otherwise those recommendations will be reviewed at the next regularly scheduled meeting of the Civic Center Committee.

(ii.) After the Civic Center Committee has approved and adopted those recommended changes from the City Budget Committee, the Budget Committee shall approve the adopted changes of the Civic Center Committee thereafter the City Budget will procedure to City Council for budget adoption of the Budget Committee's approved fiscal budget.

(g.) The Committee will actively pursue potential grants for the benefit of the Civic Center Building, providing those grants do not obligate city tax revenue in the form of equal match, percentage match, percentage contribution

SECTION 2. The City of Drain shall be responsible for the maintenance of the Drain Civic Center building and take those maintenance advisements and recommendations from the Civic Center Committee seriously

(A.) The Civic Center Committee will make recommendations for a standardized maintenance schedule and immediately inform the office manager or city administrator on unforeseen maintenance issues.

(B.) The Committee may contact directly maintenance personnel during normal business hours of the city (for unexpected items: light bulb going out, toilet overflowing/clogged, door jam, other unforeseen mechanical issues. . .) except in the case of an emergency where the city administrator and mayor shall be notified

(1.) The City at all times will ensure that the Committee has direct and private telephone numbers of the city administrator, the mayor, the city councilors, maintenance, electric crew and water/wastewater

SECTION 3. The immediate grounds surrounding the Civic Center Building do not include the outdoor public bathrooms, the grassy area used by the North Douglas County Fair or the historic covered bridge located in the Permanent Easement for Channel Change (22-05W-17AB-07100) or the Pavilion (22-05-17AB-07901)⁴ which all are covered under the City of Drain Master Parks Plan adopted 2020.

⁴ Parcel Plat Attachment marked as Exhibit "B"

CITY OF DRAIN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

EXHIBIT "A"

CITY OF DRAIN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

EXHIBIT "A"

BUDGET	PERIOD ACTUAL	YTD ACTUAL	UNEXPANDED	PCNT
CIVIC CENTER				
10-534 RENT	2,800.00	.00	1,170.00	88.5
10-535 COP/MATERIAL	38,000.00	.00	87,264.18	196.7
10-538 COP/MATERIAL	2,000.00	.00	2,375.81	118.8
TOTAL CIVIC CENTER	42,800.00	.00	90,809.99	144.8
TRANSFERS IN				
10-431 TRANSFER IN - ELECTRIC IN JUE	80,000.00	8,424.33	80,089.26	101.1
10-432 TRANSFER IN - WATER UTILITY	22,000.00	3,388.92	18,028.82	82.0
10-433 TRANSFER IN - WATER UTILITY	20,000.00	4,847.23	28,108.28	140.4
10-434 TRANSFER IN - RESERVE SHARING	18,000.00	.00	18,000.00	100.0
10-437 BUSINESS LICENSE	.00	.00	1,350.00	0
TOTAL TRANSFERS IN	150,000.00	17,722.08	186,451.41	88.8
DOLORE IS				
10-480 COVID RELIEF FUND GRANT	172,000.00	.00	50,000.00	29.1
10-489 COVID GRANT/PLAST DUE UTILITIES	.00	879.42	1,849.89	2
TOTAL DOLORE IS	172,000.00	879.42	51,849.89	29.0
TOTAL FUND REVENUE	771,897.00	21,821.84	488,922.14	84.4

BUDGET	PERIOD ACTUAL	YTD ACTUAL	UNEXPANDED	PCNT
GENERAL GOVERNMENT				
PERSONAL SERVICES:				
10-410 RETIREMENT	3,885.00	328.85	2,013.86	82.1
10-411 SOCIAL SECURITY	978.00	107.11	1,278.33	129.8
10-413 MEMBERS COMPENSATION	828.00	47.47	561.46	67.8
10-414 LABOR/CONTR	14,200.00	17,723	17,000	120.1
10-416 EMPLOYEE INSURANCE	7,350.00	2,382.75	10,815.81	147.0
10-417 EMPLOYEE WAGES	77.00	8.43	114.89	143.9
10-419 OVERTIME	16,628.00	1,332.43	18,827.86	108.6
10-428 OVERTIME	24.00	.00	18.18	8.8
TOTAL PERSONAL SERVICES	28,510.00	4,184.17	31,859.88	110.8
CAPITAL OUTLAY				
10-420 CIVIC CENTER/CAPITAL OUTLAY	80,000.00	2,198.91	77,289.91	96.6
TOTAL CAPITAL OUTLAY	80,000.00	2,198.91	77,289.91	96.6
MATERIALS AND SERVICES:				
10-404 BUILDING & GROUNDS MAINTENANCE	10,800.00	1,361.84	7,840.48	74.7
10-406 INSURANCE LIABILITY	6,000.00	.00	4,149.84	69.1
10-417 TELEPHONE	1,000.00	318.02	3,783.74	378.8
10-425 WATER	3,000.00	.00	2,440.37	81.4
10-427 ELECTRICITY	10,000.00	.00	8,887.00	88.7
10-428 SERVER	10,000.00	.00	1,000.00	10.0
10-429 CONTRACT SERVICES	10,000.00	2,017.85	7,789.82	77.8
TOTAL MATERIALS AND SERVICES	49,800.00	2,687.21	37,150.89	88.8

BUDGET	PERIOD ACTUAL	YTD ACTUAL	UNEXPANDED	PCNT
PERSONAL SERVICES:				
10-410 RETIREMENT	2,383.00	204.07	2,378.88	88.4
10-411 SOCIAL SECURITY	895.00	83.48	729.83	122.3
10-413 MEMBERS COMPENSATION	600.00	48.80	549.50	91.6
10-414 LABOR/CONTR	100.00	10.81	96.57	96.6
10-416 EMPLOYEE INSURANCE	7,400.00	878.14	6,002.28	81.1
10-417 EMPLOYEE WAGES	78.00	8.43	114.89	147.0
10-419 OVERTIME	9,815.00	882.02	9,888.88	100.8
10-428 OVERTIME	139.00	.00	139.00	2
TOTAL PERSONAL SERVICES	20,980.00	1,708.89	20,370.78	97.2

BUDGET	PERIOD ACTUAL	YTD ACTUAL	UNEXPANDED	PCNT
PERSONAL SERVICES:				
10-410 RETIREMENT	3,351.00	281.88	3,350.92	86.4
10-411 SOCIAL SECURITY	838.00	87.71	1,026.46	122.3
10-413 MEMBERS COMPENSATION	400.00	47.71	558.56	82.8
10-414 LABOR/CONTR	122.00	14.84	134.27	110.1
10-416 EMPLOYEE INSURANCE	7,400.00	744.98	6,808.30	92.0
10-417 EMPLOYEE WAGES	78.00	8.43	114.88	147.0
10-419 OVERTIME	13,341.00	1,149.23	13,591.26	101.8
10-428 OVERTIME	174.00	.00	6.40	3.1
TOTAL PERSONAL SERVICES	25,815.00	2,351.24	27,506.34	106.1

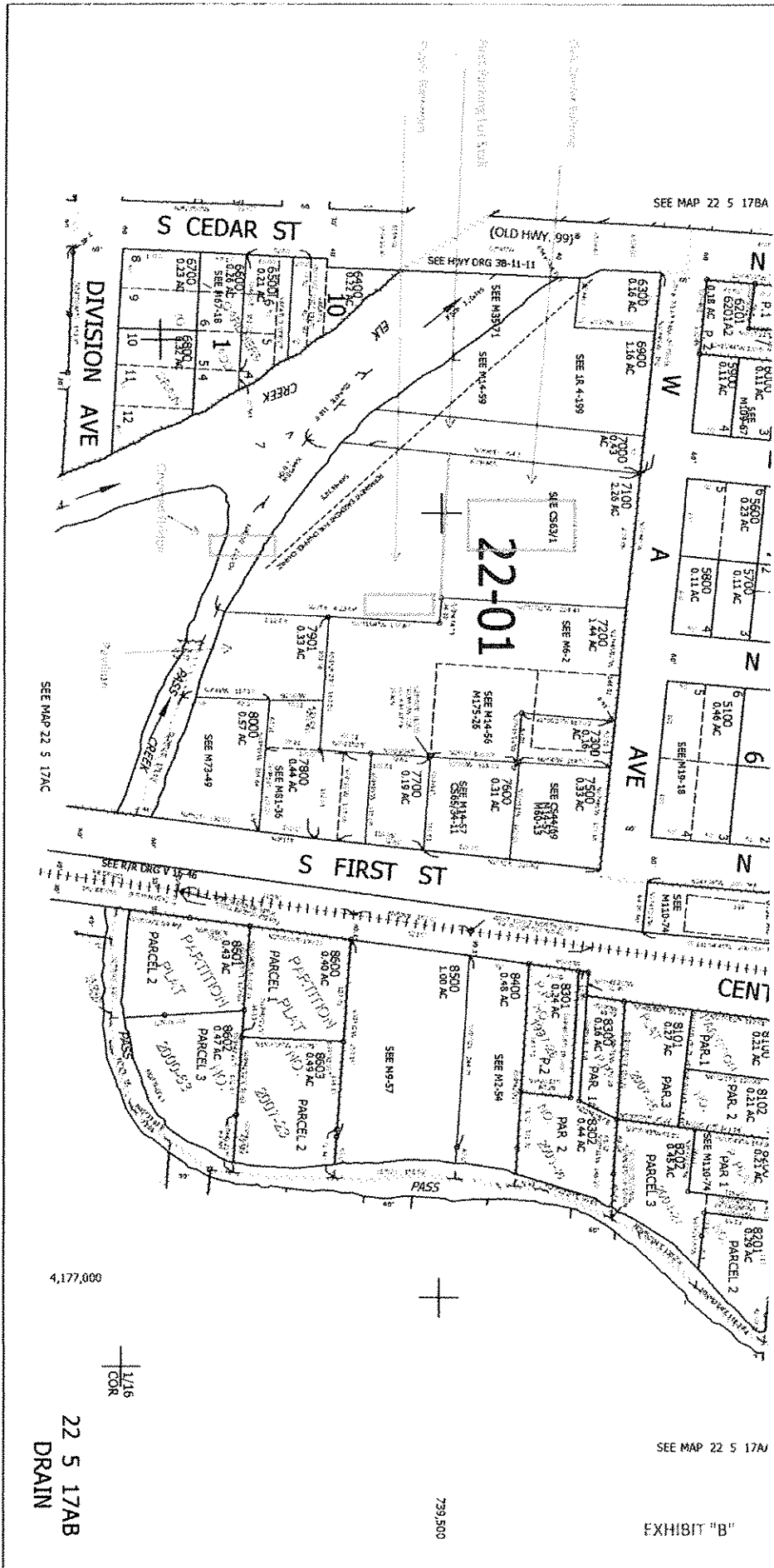
CITY OF DRAIN
BALANCE SHEET
JUNE 30, 2021

EXHIBIT "A"

CITY OF DRAIN
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

EXHIBIT "A"

		RESERVE FUND				
		BUDGET	PERIOD ACTUAL	YTD ACTUAL	UNEARNED	PCNT
ASSETS						
32-0-101	CASH-COMBINED FUND-RESERVE	2,513,500.24				
	TOTAL ASSETS	2,513,500.24				
LIABILITIES AND EQUITY						
FUND EQUITY						
32-0-271	RESERVE CHECKING-GENERAL FUND	492.99				
32-0-272	RESERVE CHECKING-ELECTRIC FUND	297.86				
32-0-273	RESERVE CHECKING-WATER FUND	169.92				
32-0-274	RESERVE CHECKING-WATER LOGGING	21.93				
32-0-276	RESERVE CHECKING-CIVIC CENTER	307.78				
32-0-278	RESERVE CHECKING-STREETS-BRIDG	44.23				
32-0-280	RESERVE LGP-GENERAL FUND	20.27				
32-0-281	RESERVE LGP-GENERAL FUND	29,360.00				
32-0-282	RESERVE LGP-ELECTRIC FUND	424,269.21				
32-0-283	RESERVE LGP-ELECTRIC FUND	1,099,004.09				
32-0-284	RESERVE LGP-WATER FUND	77,262.40				
32-0-285	RESERVE LGP-WATER LOGGING	254,963.93				
32-0-286	RESERVE LGP-CEMETERY PERPET	10,000.00				
32-0-287	RESERVE LGP-SEWER FUND	827,528.89				
32-0-288	RESERVE LGP-STREETS/ROADS	110,704.50				
32-0-289	RESERVE LGP-FLA HOLDINGS	101,508.42				
32-0-289	RESERVE LGP-FLA HOLDINGS	22,500.00				
UNAPPORTIONATED FUND BALANCE		(161,444.49)				
UNAPPORTIONATED FUND BALANCE		(74,500.00)				
REVENUE OVER EXPENDITURES - YTD		(219,944.49)				
BALANCE - CURRENT DATE		(219,944.49)				
TOTAL FUND EQUITY		2,513,500.23				
TOTAL LIABILITIES AND EQUITY		2,513,500.23				
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET						
		BUDGET	PERIOD ACTUAL	YTD ACTUAL	UNEARNED	PCNT
BEGINNING FUND BALANCE						
32-0-301	BEGINNING FUND BALANCE	1,952,279.00	00	00	1,952,279.00	0
	TOTAL BEGINNING FUND BALANCE	1,952,279.00	00	00	1,952,279.00	0
MISCELLANEOUS						
32-0-382	INTEREST EARNED	67,000.00	00	00	67,000.00	0
32-0-383	LEASE PURCHASE PAYMENTS	2,600.00	00	2,600.00	00	100.0
	TOTAL MISCELLANEOUS	69,600.00	00	2,600.00	67,000.00	3.6
TRANSFERS IN						
32-0-394	REV SHAR-BLDG CONSTRUCT-REPAR	2,000.00	00	2,000.00	00	100.0
32-0-389	TRANSFER IN - CEMETERY PERPET	1,000.00	00	1,000.00	00	100.0
	TOTAL TRANSFERS IN	3,000.00	00	3,000.00	00	100.0
TOTAL FUND REVENUE						
		1,964,279.00	00	5,600.00	1,949,279.00	3
EXPENDITURES						
TRANSFERS						
32-1-926	TRANSFER OUT - ELECTRIC	60,000.00	00	60,000.00	00	100.0
	TOTAL TRANSFERS	60,000.00	00	60,000.00	00	100.0
CONTINGENCIES & RESERVES						
32-1-801	OPERATING CONTINGENCY	1,674,279.00	00	00	1,674,279.00	0
	TOTAL CONTINGENCIES & RESERVES	1,674,279.00	00	00	1,674,279.00	0
TOTAL EXPENDITURES						
		1,794,279.00	00	60,000.00	1,674,279.00	4.6
TOTAL FUND EXPENDITURES						
		1,794,279.00	00	60,000.00	1,674,279.00	4.6
NET REVENUE OVER EXPENDITURES						
		200,000.00	00	74,500.00	274,500.00	137.3



SEE MAP 22 5 17BA

SEE MAP 22 5 17AC

SEE MAP 22 5 17A

22 5 17AB
DRAIN

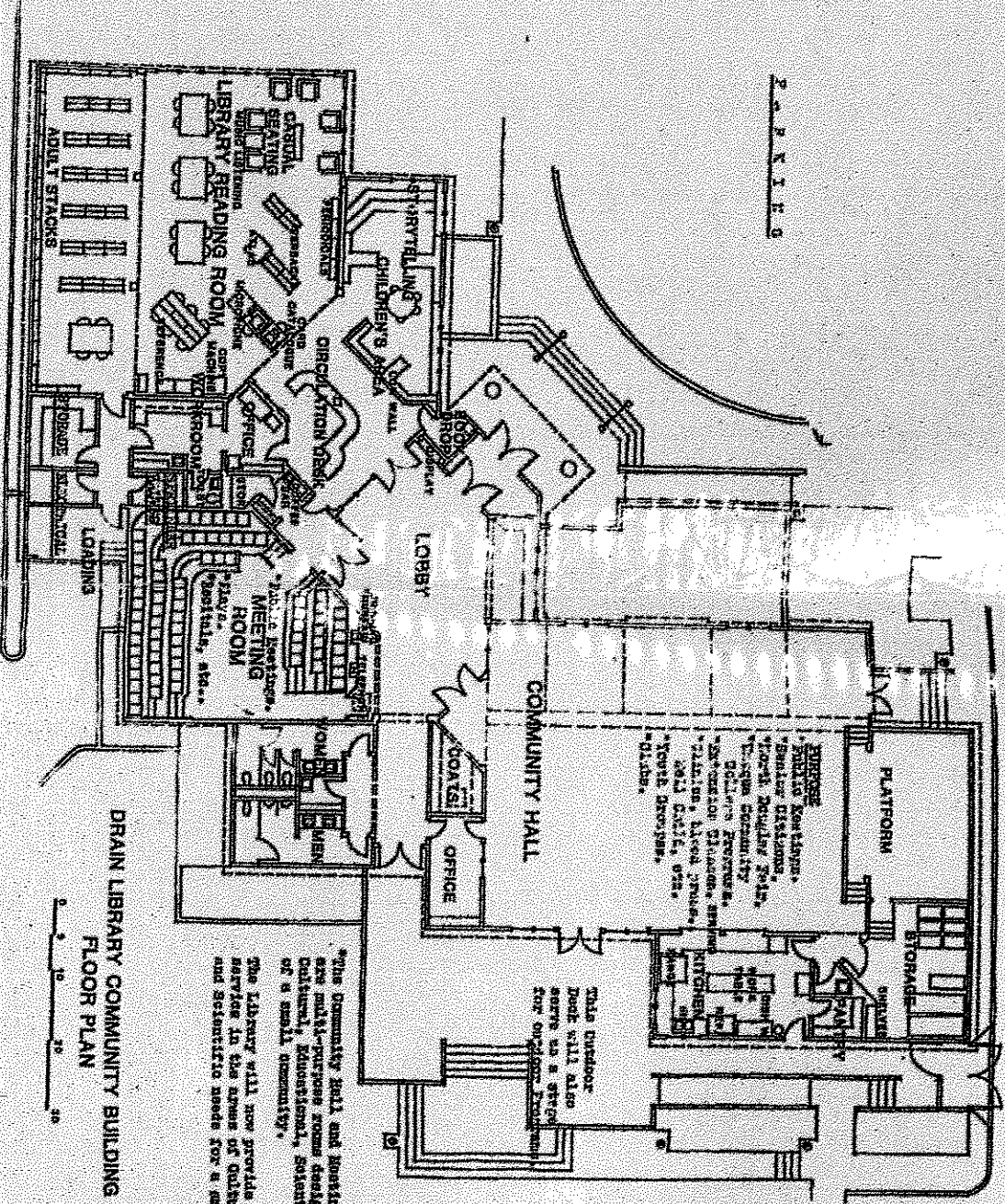
EXHIBIT "B"

739,500

4,177,000

1/16
COR

205 West "A" Avenue - Library Comm. Bldg. 11172



This outdoor Deck will also serve as a storage for outdoor furniture.

The Community Hall and Meeting Room (tablets provided) are multi-purpose rooms designed to serve the Cultural, Educational, Scientific and Social needs of a small community.

The Library will now provide a more complete service in the areas of Cultural, Educational and Scientific needs for a small community.

DRAIN LIBRARY COMMUNITY BUILDING
FLOOR PLAN



PARKING

PARKING



ORDINANCE NO. 441

AN ORDINANCE OF THE CITY OF DRAIN OREGON, REPEALING ORDINANCE 399 AND DISSOLVING THE DRAIN CIVIC CENTER ADVISORY COMMITTEE

WHEREAS, in 1985 the City of Drain established a Civic Center Advisory Committee by Ordinance 311 to advise City Council in the matters of maintenance, operations, policies and procedures and since then has amended sections of the ordinance in regards to the number of members and meeting times; and

WHEREAS, Ordinance 311 originally called for eleven members and in 1997, Ordinance 366 amended Ordinance 311, reducing the number of members to seven; and

WHEREAS, in 2005, Ordinance 399 changed the number of members from seven down to five and added that members may be selected from the Community at Large; and

WHEREAS, Council recognizes that policy and procedures have been established for many years and reviewed by staff annually and operations and maintenance are part of staff's daily tasks and no longer need to be advised on these things; and

WHEREAS, any citizen can express concerns or make recommendations and suggestions about the civic center at any council meeting; and

WHEREAS, Council also recognizes that community involvement is important and is committed to finding new ways to reach Drain citizens not only to address subject matter related to the civic center but all matters of concern in the City of Drain.

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

SECTION 1. City Council now repeals Ordinance 399, dissolving the civic center committee.

SECTION 2. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

THIS IS THE FIRST READING BY THE CITY OF DRAIN OREGON CITY COUNCIL, ON THIS 14TH DAY OF AUGUST 2023.

ORDINANCE NO. 311

AN ORDINANCE ESTABLISHING A DRAIN CIVIC CENTER ADVISORY COMMITTEE:
ADOPTING ADMINISTRATION CODE SECTIONS 2.305, 2.310, 2.315, 2.320,
2.325, and 2.330; REPEALING PRIOR ORDINANCES: AND DECLARING AN
EMERGENCY.

The City of Drain Ordains as Follows:

Section 1. The City Council of the City of Drain is responsible for the maintenance and operation of the Drain Civic Center and for developing policies and guidelines for the use of the Drain Civic Center. The operation and maintenance of this building should be as nearly self-supporting as possible in order that it not be an unusual burden on the tax payers of the City of Drain. Therefore, an advisory committee should be established to advise the City Council in these matters.

Section 2. The following sections are hereby adopted as part of the City of Drain's Administration Code:

2.305 Drain Civic Center Advisory Committee.

(1) There is hereby established a Drain Civic Center Advisory Committee which shall consist of eleven members appointed by the City Council for terms of three years, said terms to be staggered in such a manner that at least two positions shall be appointed in each year of three consecutive years.

(2) No member shall be an employee or officer of the City, but a member of the City Council or their designee shall serve as an ex officio non-voting member.

(3) The Advisory Committee shall elect a chairperson and such other officers as it deems necessary.

2.310 Drain Civic Center Advisory Committee, Quorum. A majority of the voting members of the Advisory Committee shall constitute a quorum.

2.315 Drain Civic Center Advisory Committee, Meetings. The Advisory Committee shall meet once a month at a regular time and place fixed by the Committee. Special meetings may be called at any time by the chairperson or by three members, provided that notice of such meetings shall be given as provided in Section 2.105 of the City of Drain's Administration Code.

2.320 Drain Civic Center Advisory Committee,
Employment of Staff. The Advisory Committee, upon approval of the City Council, shall have power and authority to pay for services and such other expenses as such committee may lawfully incur, including the necessary disbursements incurred by its members in the performance of their duties as members of said Committee, out of such funds as are theretofore placed at the disposal of the Committee by the City Council.

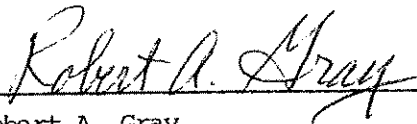
2.325 Drain Civic Center Advisory Committee,
Powers and Duties Generally. It shall be the duty of the Advisory Committee, and it shall have the power, except as otherwise provided by law, to recommend and make suggestions to the City Council and to all other public authorities concerning the development and use of the Drain Civic Center and grounds and to take all action necessary to carry out the provisions of all codes of operation approved by the City Council and the responsibilities specified in those codes.

2.330 Drain Civic Center Advisory Committee,
Vacancies. A vacancy on the Advisory Committee, unless caused by expiration of a term of office, shall be filled by appointment in the same manner as original appointments for the remainder of the unexpired term of office of the member who leaves the office vacant.

Section 3. All ordinances in conflict herewith are hereby repealed.


Section 4. That the matters contained herein concern the public welfare, and in order to insure the orderly implementation of the provisions provided for herein, and emergency is hereby declared to exist, and this Ordinance shall become effective immediately upon its passage by the City Council and approval by the Mayor.

Passed by the City Council this 11
day of February, 1985



Robert A. Gray
City Administrator

Approved by the Mayor this 11
day of February, 1985



Grant S. Levins
Mayor

ORDINANCE NO. 365

AN ORDINANCE AMENDING SECTIONS 2.305(1) AND 2.315 OF ORDINANCE NO. 311 REGARDING NUMBER OF MEMBERS AND ESTABLISHING MEETING DATES FOR THE DRAIN CIVIC CENTER ADVISORY COMMITTEE; AND DECLARING AN EMERGENCY.

THE CITY OF DRAIN ORDAINS AS FOLLOWS:

Section One. Section 2.305 of Ordinance No. 311 is amended as follows:

2.305 DRAIN CIVIC CENTER ADVISORY COMMITTEE

(1) There is hereby established a Drain Civic Center Advisory Committee which shall consist of seven members appointed by the City Council, for terms of three years, said terms to be staggered in such a manner that at least two positions shall be appointed in each year of three consecutive years.

Section Two. Section 2.315 of Ordinance No. 311 is amended as follows:

2.315 DRAIN CIVIC CENTER ADVISORY COMMITTEE MEETINGS

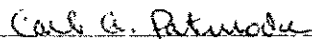
The Advisory Committee shall meet every two months at a regular time and place fixed by the Committee. Special meetings may be called at any time by the Chairperson, or by three members provided that notice of such meetings shall be given as provided in Section 2.105 of the City of Drain's Administration Code.

Section Three. The provisions contained herein concern the public welfare and safety, and therefore, an emergency is hereby declared to exist, and this ordinance shall become effective immediately upon its passage by the Council and approval by the Mayor.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF DRAIN, DOUGLAS COUNTY, STATE OF OREGON, ON THE 14TH DAY OF APRIL, 1997.


Brad Borigo, Mayor

ATTEST:


Carl A. Patenode
City Administrator

5. PUBLIC COMMENT

6. CONSENT AGENDA

Consent Agenda:

- a. Minutes – Approval of October 9, 2023 City Council Minutes
- b. Approval of payment of the Bills, check numbers: 347, 348, 34800 through 34874, **with the exception of voided check numbers 34792 (out of sequence), 34846 and 34858**, in the total amount of \$152,930.31.
Approval of payment of the Payroll, check numbers: 10345, 10152301 through 10152308 and 10312301 through 10312308 in the total amount of \$35,297.86.
Check number 10344 was voided.

MOVE _____
SECOND _____

Unanimous _____
Opposed _____

Report Criteria:

Report type: Invoice detail

Check.Voided = No

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Amount
10/23/2023	347	135	BONNEVILLE POWER ADMINISTRATI	33,913.00
10/23/2023	348	252	CIS Trust EI	12,676.69
10/02/2023	34800	666	Laborer's International Union	126.00
10/02/2023	34801	189	California State Disbursement Unit	187.50
10/02/2023	34802	15	Advanced Control Systems LLC	1,541.00
10/02/2023	34803	42	ALSCO	604.50
10/02/2023	34804	45	Altec Industries Inc.	1,672.00
10/02/2023	34805	447	City of Drain	3,392.55
10/02/2023	34806	4336	Cole Resource Management Co LLC	1,449.15
10/02/2023	34807	3436	Jeff & Carrie Davis	800.00
10/02/2023	34808	3436	Joyce Watson	800.00
10/02/2023	34809	2	Leroy Martinez	170.00
10/02/2023	34810	849	OR Laborers-Employers Trust	3,942.00
10/02/2023	34811	852	OrCal Rubber & Supply	116.64
10/02/2023	34812	1005	Oregon Dept of Revenue	666.13
10/02/2023	34813	954	Platt Electric Supply Inc.	154.47
10/02/2023	34814	3355	Security Monster	8.00
10/02/2023	34815	1113	Sutherlin Sanitary Service LLC	59.80
10/02/2023	34816	6176	Systech Consulting LLC	1,143.00
10/02/2023	34817	6676	Trinidad Alcantar	75.00
10/02/2023	34818	6696	True Colors Cleaning Inc	650.00
10/06/2023	34819	5556	Anixter Inc	5,277.50
10/06/2023	34820	81	Auto Parts Inc.	75.98
10/06/2023	34821	213	Caselle Inc.	1,577.00
10/06/2023	34822	4476	Coastal	119.80
10/06/2023	34823	354	Dole Coalwell	269.50
10/06/2023	34824	414	Douglas Electric Cooperative	1,222.89
10/06/2023	34824	414	Douglas Electric Cooperative	42.84
10/06/2023	34825	417	Douglas Fast Net	419.46
10/06/2023	34826	3395	Douglas Fast Net	303.11
10/06/2023	34827	3396	Douglas Fast Net	301.88
10/06/2023	34828	5736	Douglas Fast Net (1310580)	112.99
10/06/2023	34829	339	Eagle Valley Supply	32.68
10/06/2023	34829	339	Eagle Valley Supply	18.68
10/06/2023	34829	339	Eagle Valley Supply	16.11
10/06/2023	34829	339	Eagle Valley Supply	21.22
10/06/2023	34829	339	Eagle Valley Supply	25.14
10/06/2023	34829	339	Eagle Valley Supply	54.74
10/06/2023	34829	339	Eagle Valley Supply	20.40
10/06/2023	34829	339	Eagle Valley Supply	9.59
10/06/2023	34829	339	Eagle Valley Supply	65.57
10/06/2023	34830	519	First National Bank of Omaha	1,050.92
10/06/2023	34831	6356	Isler CPA	5,000.00
10/06/2023	34832	843	One Call Concepts Inc.	18.37
10/06/2023	34833	4756	Oregon Forest Mngmt Srvc Inc	2,149.00
10/06/2023	34834	1077	Southern Septic Service Inc	220.00
10/06/2023	34835	5196	Tyree	1,128.80
10/06/2023	34836	4956	Umpqua Research Company	397.90

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Amount
10/06/2023	34837	6716	Umpqua Sheet Metal Inc	960.00
10/16/2023	34838	189	California State Disbursement Unit	187.50
10/23/2023	34839	15	Advanced Control Systems LLC	687.00
10/23/2023	34840	18	AFLAC	722.36
10/23/2023	34841	4876	City of Cottage Grove	3,750.00
10/23/2023	34842	6736	Country Media Inc	1.75
10/23/2023	34843	4056	Dept of Environmental Quality	3,191.00
10/23/2023	34844	414	Douglas Electric Cooperative	35.45
10/23/2023	34845	405	Douglas County Sheriff's Office	37,370.90
10/23/2023	34847	582	H.D. Fowler Company	1,030.13
10/23/2023	34847	582	H.D. Fowler Company	1,773.86
10/23/2023	34848	585	Hach Company	445.00
10/23/2023	34849	1	Hannah Hunt	135.53
10/23/2023	34850	2	Morgan Gilmore	170.00
10/23/2023	34851	768	QUADIENT FINANCE USA INC.	300.00
10/23/2023	34852	456	The Dyer Partnership	167.50
10/23/2023	34853	4956	Umpqua Research Company	79.60
10/23/2023	34853	4956	Umpqua Research Company	272.90
10/23/2023	34853	4956	Umpqua Research Company	112.00
10/23/2023	34853	4956	Umpqua Research Company	163.50
10/23/2023	34853	4956	Umpqua Research Company	112.00
10/23/2023	34854	4716	Vision Metering LLC	500.00
10/23/2023	34855	1218	W. W. D. Corporation	467.64
10/23/2023	34856	6656	Xerox Financial Services	105.00
10/23/2023	34857	6736	Country Media Inc	173.25
10/24/2023	34859	1	Heaven Morgan &	223.74
10/24/2023	34860	1	Katrinna Reay	137.21
10/27/2023	34861	15	Advanced Control Systems LLC	1,465.00
10/27/2023	34861	15	Advanced Control Systems LLC	4,531.80
10/27/2023	34862	42	ALSCO	584.28
10/27/2023	34863	5556	Anixter Inc	194.30
10/27/2023	34864	4336	Cole Resource Management Co LLC	1,145.19
10/27/2023	34865	4676	Diamond Maps	252.00
10/27/2023	34866	495	Eugene Silkscreen Inc.	384.10
10/27/2023	34866	495	Eugene Silkscreen Inc.	900.05
10/27/2023	34867	582	H.D. Fowler Company	641.70
10/27/2023	34868	5576	Jeni Stevens	297.42
10/27/2023	34869	663	Kopp Electric Inc.	1,230.00
10/27/2023	34869	663	Kopp Electric Inc.	2,758.61
10/27/2023	34870	6056	Melissa Sullivan	55.13
10/27/2023	34871	1038	Satin Stitch, Inc.	456.00
10/27/2023	34872	1113	Sutherlin Sanitary Service LLC	59.80
10/27/2023	34873	1248	Western Title &	200.00
10/27/2023	34874	6776	Xylem Water Solutions USA Inc	400.61
Grand Totals:				<u>152,930.31</u>

Report Criteria:

Report type: Invoice detail

Check.Voided = Yes

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Amount
10/24/2023	34792 M	1	Heaven Morgan	223.74- V
10/31/2023	34846 M	6756	Excel Electric LLC	.00 V
10/26/2023	34858 M	516	First American Title Compay	.00 V
Grand Totals:				<u>223.74-</u>

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
10/15/2023	PC	10/03/2023	10344	Void			20-0-215		
10/15/2023	PC	10/03/2023	10345	Brooks, Todd R.	350		01-0-110	1,897.70-	
10/15/2023	PC	10/13/2023	10152301	Burris, Harold	20		01-0-110	1,832.94-	D
10/15/2023	PC	10/13/2023	10152302	Bird, Daniel R.	370		01-0-110	1,555.13-	D
10/15/2023	PC	10/13/2023	10152303	Wilson, Danny L.	380		01-0-110	1,015.25-	D
10/15/2023	PC	10/13/2023	10152304	Nash, James A.	410		01-0-110	2,874.08-	D
10/15/2023	PC	10/13/2023	10152305	Jenkins, Penny	430		01-0-110	1,444.85-	D
10/15/2023	PC	10/13/2023	10152306	Stevens, Jeni K.	460		01-0-110	2,959.02-	D
10/15/2023	PC	10/13/2023	10152307	Sullivan, Melissa	470		01-0-110	1,111.37-	D
10/15/2023	PC	10/13/2023	10152308	Drager, Leanne	480		01-0-110	1,011.63-	D
10/31/2023	PC	10/31/2023	10312301	Burris, Harold	20		01-0-110	3,258.68-	D
10/31/2023	PC	10/31/2023	10312302	Bird, Daniel R.	370		01-0-110	2,518.66-	D
10/31/2023	PC	10/31/2023	10312303	Wilson, Danny L.	380		01-0-110	1,466.45-	D
10/31/2023	PC	10/31/2023	10312304	Nash, James A.	410		01-0-110	4,420.51-	D
10/31/2023	PC	10/31/2023	10312305	Jenkins, Penny	430		01-0-110	1,870.96-	D
10/31/2023	PC	10/31/2023	10312306	Stevens, Jeni K.	460		01-0-110	2,938.19-	D
10/31/2023	PC	10/31/2023	10312307	Sullivan, Melissa	470		01-0-110	1,632.95-	D
10/31/2023	PC	10/31/2023	10312308	Drager, Leanne	480		01-0-110	1,489.49-	D
Grand Totals:								<u>35,297.86-</u>	
									<u>18</u>



**DRAIN CITY COUNCIL
MEETING MINUTES
OCTOBER 9, 2023**

CALL TO ORDER

Mayor Sparhawk called the meeting to order at 6:00 p.m. in the Meeting Room of the Drain Civic Center. Councilor Vaughan led the Pledge of Allegiance.

ROLL CALL

City Recorder Penny Jenkins called the roll. The following were

PRESENT IN THE COUNCIL CHAMBERS: Mayor Sparhawk, Councilor Vaughan, Councilor VanPelt, Councilor Decker, Councilor Lymath

PRESENT VIA ZOOM: None

COUNCIL ABSENT: None

STAFF PRESENT IN THE COUNCIL CHAMBERS: City Administrator Jeni Stevens, City Recorder Penny Jenkins

STAFF PRESENT VIA ZOOM: None

VISITORS PRESENT IN THE COUNCIL CHAMBERS: Candy Vickery, Larry Johns, Valarie Johns, Mae Markham, Dana Gore, Jim Rogers, Cynthia Rogers, Katrina Johns, Miriam Sisson, Sharon Davidge, Anne Campbell, Ellie Hollamon, Carrie Davis, Jinni Hickson, Mistee Savage, Rusty Savage, Fire Chief Brian Burke.

VISITORS PRESENT VIA ZOOM: Jo Barker

RECOGNITION OF VISITORS/REQUESTS

- A. Councilor Decker thanked Council for supporting her during her time coaching volleyball.
- B. Candy Vickery asked if she could make a comment at that time and then also speak during the time when the ordinance is brought up. Mayor Sparhawk said that she would be taking all comments at that time. Ms. Vickery formally requested that the second reading of the ordinance for dissolution of the Civic Center Committee be postponed. She also requested that there would be a Work Session between Council and the Civic Center Committee. Her comments were:
- Ms. Vickery said that the push to dissolve the Civic Center and the Cemetery committees had been rushed – starting with the first notification of this action on the City Council agenda three days before the Council meeting without any notification of the committee members themselves.
 - Ms. Vickery said that there has been no formal list of grievances or requests to utilize the committees more efficiently. The committee is unaware of why the Council would pursue dissolution of these groups.
 - Ms. Vickery again requested that Council postpone the second reading of the ordinance for dissolution for up to one year to allow time for a Work Session and a list of specific concerns from the City Council and a plan from the committee to resolve these issues.
 - She also brought up the subject of the proposed ODOT changes to the traffic pathways within the City. Ms. Vickery said that there seems to be a lot of displeasure towards the lack of communication between ODOT and the citizens. Ms. Vickery compared the lack of communication to the situation between Council and the Civic Center Committee. She encouraged Council to take their time and recognize the Civic Center Committee and the Cemetery Committee for the assets that they are.
- C. Jo Barker commented on Agenda Item 8F – regarding the old City Hall demolition. A submission with her comments is included with these minutes. Some comments (also included on her mark-up of the Staff Report):
- Ms. Barker said that she did a cursory review of the four companies listed. Three were unresponsive, one was qualified.
 - Ms. Barker said that she has an issue with staff making arrangements for the rest of the asbestos to be removed prior to the contract being signed. She feels that this is part of the demolition package.
 - She feels that 45 days is too short to complete the job, especially when permits are required.
 - Ms. Barker asked if there is a contingency fee built in. Are there construction mitigation plans for traffic; construction equipment staging sites; temporary economic loss contingencies?
- D. Valerie Johns spoke reading a letter that she submitted that is included with these minutes.

- E. Katrina Johns spoke reading a letter that she submitted that is included with these minutes.
- F. Anne Campbell spoke saying that in the last few Council meetings, she has spoken out in support of keeping the Cemetery and Civic Center committees intact. She said that her comments were focused on the Cemetery Committee, of which she is the Chair. Now she would like to speak in support of the Civic Center Committee:
- Ms. Campbell talked about the Civic Center not being “just a building” to the citizens of Drain. She described the history of the Civic Center and the fundraising efforts to raise \$800,000 to build it.
 - Ms. Campbell said that those who have the honor of serving on the committee understand the connection between past and present. She went on to say that the committee helps the City by taking on the tasks that may fall out of the scope of duties of City employees.
 - Ms. Campbell talked about the North Douglas County Fair—it has been an event in Drain for over 100 years. She said that the fair board is having a hard time finding volunteers and that this is an example of a community led rather than city led board. She feels that if the Civic Center and Cemetery committees do not continue to be city led, they will lose volunteers and gradually disappear.

APPEARANCE OF INTERESTED CITIZENS FOR ITEMS NOT ON THE AGENDA

None

REPORTS, COMMITTEES AND COMMISSIONS

- A. Sheriff's Office Monthly Report – Sergeant Dorland gave the Sheriff's Department report:
- There were 9 Arrests, 5 Criminal Cases, 1 Non-Criminal Case, 12 Citations, 27 Warnings, 10 Field Investigations, 6 Civil Papers Served, 68 Calls for Service, 44 Traffic Stops, 5 Subject Stops, 10 Security Checks, 1 DUII and 11 Reports Written.
- B. Miriam Sisson – Library (a flyer is included with these minutes):
- Ms. Sisson also handed out a Save the Date for the 5 year celebration of the library reopening. Councilor VanPelt asked if the library would be closed for the (Veterans' Day) holiday. Ms. Sisson said that they would be open and that the library isn't always closed on Federal holidays.
 - Ms. Sisson talked about the library statistics. She said that the State Library of Oregon compiles statistics of all of the libraries in Oregon and releases them every year. When they look at the statistics, they can track the numbers and see how the library is doing.
 - 462 people walked through the doors of the library. 54 people used the public computers. 548 books were checked out including e-books and games. Community

members saved \$13,557.40 by checking out items from the library rather than purchasing them.

- In programming in September, the library led the State. Per capita attendance is way above any other library in the State. In September, they hosted 7 children programs, 7 teen programs and 6 adult programs.
- On October 27, the library will host author Shannon Applegate.

C. Civic Center Advisory Committee – The next meeting will be held on October 16, 2023 at 5:30 p.m.

D. Cemetery Advisory Committee – The next meeting will be held on November 21, 2023 at 9:30 a.m.

BUSINESS ITEMS

CONSENT AGENDA

A. Minutes - Approval of September 11, 2023 City Council Minutes.

B. Approval of payment of the Bills, check numbers: 345, 346, 34739 through 34772 and 34779 through 34798 in the total amount of \$134,129.58. Bill payment check numbers 347793 through 347798 were voided. Approval of payment of the Payroll, check numbers 9152301 through 9152309 and 9302301 through 9302309 in the total amount of \$34,992.36.

Mayor Sparhawk entertained a motion.

IT WAS MOVED BY COUNCILOR VANPELT AND SECONDED BY COUNCILOR DECKER TO APPROVE CONSENT AGENDA ITEMS A AND B.

Mayor Sparhawk called the vote.

The vote on the motion was as follows:

VOTE	Councilor Vaughan	Councilor VanPelt	Councilor Decker	Councilor Lymath	Mayor Sparhawk
AYES	X	X	X	X	X
NAYS					
ABSTAIN					

COUNCIL BUSINESS

- A. Ordinance No. 441 – AN ORDINANCE OF THE CITY OF DRAIN, OREGON, REPEALING ORDINANCE 399 AND DISSOLVING THE CIVIC CENTER ADVISORY COMMITTEE (Second reading by title only and adoption).**

Mayor Sparhawk entertained a motion.

IT WAS MOVED BY COUNCILOR DECKER AND SECONDED BY COUNCILOR LYMATH TO APPROVE ORDINANCE 441.

Mayor Sparhawk called the vote.

The vote on the motion was as follows:

VOTE	Councilor Vaughan	Councilor VanPelt	Councilor Decker	Councilor Lymath	Mayor Sparhawk
AYES		X	X	X	X
NAYS	X				
ABSTAIN					

- B. OLCC Temporary Sales License – Krystal Jacks for Drain Oktoberfest.**

Refer to Staff Report, Subject: OLCC Temporary Sales License – Krystal Jacks, Drain Oktoberfest.

Mayor Sparhawk entertained a motion.

IT WAS MOVED BY COUNCILOR DECKER AND SECONDED BY COUNCILOR VAUGHAN TO ACKNOWLEDGE THE TEMPORARY SALES LICENSE.

Mayor Sparhawk called the vote.

The vote on the motion was as follows:

VOTE	Councilor Vaughan	Councilor VanPelt	Councilor Decker	Councilor Lymath	Mayor Sparhawk
AYES	X	X	X	X	X
NAYS					
ABSTAIN					

- C. Resolution R2324-02 – A RESOLUTION AMENDING RESOLUTION R9798-10 TO DEFINE A NEW PURPOSE AND INCLUDE ADDITIONAL GUIDELINES FOR THE CEMETERY COMMITTEE.**

Mayor Sparhawk entertained a motion.

IT WAS MOVED BY COUNCILOR VANPELT AND SECONDED BY COUNCILOR DECKER TO APPROVE RESOLUTION R2324-02.

Mayor Sparhawk called the vote.

The vote on the motion was as follows:

VOTE	Councilor Vaughan	Councilor VanPelt	Councilor Decker	Councilor Lymath	Mayor Sparhawk
AYES		X	X	X	X
NAYS					
ABSTAIN	X				

D. Resolution R2324-03 – A RESOLUTION REPEALING RESOLUTION R9798-10. This resolution was voided due to the approval of Resolution R2324-02.

E. Holiday Gift Cards

Refer to Staff Report, Subject: Holiday Gift Cards.

- Councilor Decker confirmed that Council approved giving \$75 to each employee last year. Mayor Sparhawk commented that prices haven't gone down.

Mayor Sparhawk entertained a motion.

IT WAS MOVED BY COUNCILOR VAUGHAN AND SECONDED BY COUNCILOR VANPELT TO APPROVE THE \$75 GIFT CARD.

Mayor Sparhawk called the vote.

The vote on the motion was as follows:

VOTE	Councilor Vaughan	Councilor VanPelt	Councilor Decker	Councilor Lymath	Mayor Sparhawk
AYES	X	X	X	X	X
NAYS					
ABSTAIN					

F. Old City Hall Demolition – Motion to Award the Top-Ranking Bid.

Refer to Staff Report, Subject: Old City Hall Demolition.

- CA Stevens gave Council an updated Staff Report with the ranking included. CA Stevens explained the bidding process. CA Stevens also said that Lori Price is the professional engineer who is working on the project with CA Stevens. Mayor Sparhawk asked when the 45 days to complete the project starts. CA Stevens said that it would begin when the City signs the contract and everything is taken care of to move forward.

- Mayor Sparhawk stated that this is why the City has a professional on board—referring to Lori Price. Councilor VanPelt stated that there had been some other concerns brought up. Councilor Decker wanted to confirm that the asbestos, water and air concerns were addressed before the demolition takes place. CA Stevens stated that that was all part of the RFP process.

IT WAS MOVED BY COUNCILOR DECKER AND SECONDED BY COUNCILOR LYMATH TO APPROVE THE OLD CITY HALL DEMOLITION AND AWARD THE TOP-RANKING BID.

Mayor Sparhawk called the vote.

The vote on the motion was as follows:

VOTE	Councilor Vaughan	Councilor VanPelt	Councilor Decker	Councilor Lymath	Mayor Sparhawk
AYES	X	X	X	X	X
NAYS					
ABSTAIN					

DISCUSSION ITEMS/CITY COUNCIL COMMENT

A. Planning Commission – Position #3 Open

Refer to Staff Report, Subject: Planning Commission. CA Stevens read the Staff Report and stated that there are applications for Planning Commission Position #3 available at City Hall and announcements at City Hall, on the City website and at the Post Office.

INFORMATIONAL ITEMS

A. Staff Update – FY22 Audit and Cemetery Perpetual Care Accounts.

Refer to Staff Report, Subject: Staff Update.

ADJOURNMENT

There being no further business, Mayor Sparhawk adjourned the regular meeting of the City Council at 6:39 p.m.

Jeni Stevens, City Administrator

Erin Sparhawk, Mayor



STAFF REPORT

Subject: Old City Hall Demolition

Date: October 3, 2023

Prepared By: Jeni Stevens

Old City Hall: The RFP for the demolition of the old city hall went into newspapers on September 13, 2023. On September 29, 2023, all contractors interested in submitting bids were given the opportunity to walk through the building and ask questions. Bids were due back October 3, 2023 by 4:30 p.m. and then a panel reviewed and scored each bid.

All organizations that were storing items in the building were notified to make arrangements to remove everything by September 28th.

Overview: Below presents the results of the public bidding for the old city hall demolition project.

3 Kings Environmental includes demolition, hazardous materials removal, and asbestos certified

3 are non-responsive based on website review

Contractor's Name	Total Bid Amount	Bid Amount without Slab Removal	Ranking
3 kings Environmental, Inc.	\$205,795	\$148,000	
Lexicom LLC	\$169,668.70	\$145,286.68	
Greg Payne Trucking & Construction	\$93,000	\$69,000	
Z Terrell & Son	\$288,600	\$265,600	

Once the bid is awarded and the contract is signed by the City of Drain, the contractor has 45 days to substantially complete the job. A 30-day extension would be allowed, if required, for unforeseen circumstances. **City staff must make arrangements for the remainder of the asbestos to be removed prior to the contract being signed.**

No staff does NEED to have a separate contract for asbestos removal. That should be part of the Pre-Construction/Demolition Package and not farmed out separately as a piece meal project

The City budgeted \$150,000 for the demolition of the old city hall, in the City Hall – Temporary Fund; however, the expenditures in this fund were appropriated by the object classification “materials and services” in the amount of \$745,000. Therefore, **if the winning bid is more than \$150,000, a supplemental budget isn't necessary.**

- * Is a Contingency fee built in
- * Are there Construction Mitigation Plans for traffic, construction staging site; temporary economic loss contingencies for the local business, mitigation of air borne pathogens: Black Mold and Asbestos
- * Will there be Air Quality Monitoring during Demolition and new construction
- * Will all light, medium & heavy vehicles be DEQ Certified under the 2021 Clean Trucks Rule and EPA Diesel Reduction Policy for Clean Construction
- * Will all the necessary Permits & Certifications for Air, Water, Construction, Asbestos, hazardous materials (simply put: there is a "Sewage Y connection"

***Note – there may be additional information provided at the council meeting that was discovered after this report was created.**

Recommendation: It is recommended that the top-ranking contractor be awarded the old city hall demolition project. Should City Council concur, please make an appropriate motion.

2378 Umpqua Hwy 99
Drain, OR 97435

City of Drain
431 Payton Ave.
Drain, OR 97435

October 8, 2023

To Mayor Sparhawk, Councilor Vaughan, Councilor VanPelt, Councilor Decker, Councilor Lymath,
and City Administrator Stevens,

For the last four months I have been speaking out against your plan to dissolve the Civic Center Committee. I am still against this plan, but tonight would like to address comments made by Councilor VanPelt at last month's city council meeting.

Councilor VanPelt questioned why we need an entire committee for one building. Well, I'll tell you why – this building is special. The funds for the construction of this building came from a generous donation from Mildred Whipple, another donation from Donna Woolley, and area residents contributed the balance. Then the building was gifted to the city and you were entrusted with its care so that it would be here for future generations to enjoy. To ensure that you would be able to afford the upkeep, Mildred Whipple also left an endowment that provides the city with tens of thousands of dollars every year specifically for the maintenance of the Civic Center. The Civic Center committee provides important oversight to make sure the needed maintenance happens and the endowment funds are spent appropriately.

Why does the Civic Center building need a committee? Let's look at some of the other properties entrusted to the care of the city. City Hall is condemned. With structural damage and mold, it was allowed to deteriorate to a point that one city employee ended up being taken to the hospital multiple times due to the toxic environment. In fact, the city had to provide her with a work area in another building until it was finally closed permanently. Now it sits waiting to be demolished, while a temporary city hall is in use on fire department property.

The historic covered bridge behind the Civic Center once was a tourist attraction that drew visitors from all over the country. Visitors still come into the library and ask for information, but are now disappointed with the lack of access. Beautiful weddings used to be held on the bridge and the Community Hall would be rented for the receptions. Prom and senior photos were taken on it. Now the bridge is closed to foot traffic and has chain link fence around it, barring access and ruining photo ops. The city isn't even trying to fix it! When will it degrade to the point that it just falls down and we won't have it all? Why does the Civic Center building need a committee? To protect it, so it doesn't suffer the same fate as our City Hall and our Covered Bridge.

You may respond that you aren't responsible for the condition of those properties because you weren't sitting in those seats at the time those properties needed attention. But that is exactly the point – you won't be sitting in those seats forever and you do not know the commitment future councilors will have to protecting the Civic Center. The Civic Center committee is one of the reasons we are able to meet safely in this building tonight. Don't get rid of this committee that has existed for over 30 years and done such a good job protecting the Civic Center when you have no first hand knowledge of their importance. Revisit this idea in one year after you have time to see the good work they do for yourselves. Let them have the time to show you their worth. Keep the committees.

Thank you,
Valarie Johns

To Mayor Sparhawk, Councilor Vaughan, Councilor VanPelt, Councilor Decker, Councilor Lymath, and City Administrator Stevens:

I am still speaking as a citizen and not as a representative of the North Douglas Library District. At the last Council meeting during my public comment, I brought up that one of the letters submitted in August was missing a page in the Council packet and that my letter was not included, even though it had been submitted at the same time. I told Council that I would be emailing copies of my August and September letters to each Councilor along with a request that they would acknowledge that they had in fact taken the time to read those letters.

Those emails were sent Tuesday, September 12, at 9:30 AM. Each Councilor and the City Administrator received an identical, individual email. After I sent those emails, I received a separate apology email from the City Recorder. From my original emails, I received one response from the Mayor, that she received, not read, my email and letters. In my email I said I didn't believe Council bothered to read letters submitted by the public or even your monthly council packets, since you didn't notice the inaccuracies in the September packet. The lack of response really has reinforced that belief.

This is the fourth month I've voiced my support for both the current Cemetery Committee and current Civic Center Committee. During the last meeting Council felt the audience didn't understand that these Committees are distinct: one is a resolution and one is an ordinance. I'm well aware of this, but since I support both Committees and am only allowed a 3 minute comment at each meeting, referring to both saves a lot of time. If you want me to specifically address each Committee, you should get rid of the 3 minute limit.

I do not agree with the Council's September decision to go through with the first reading of Ordinance 441, regarding the Civic Center Committee. At that meeting, two councilors admitted, on record, that they didn't have enough information to make a decision and yet decided to proceed with a vote anyway. This is also after months of clear community support for the Committees - the very input Council said back in June that it needed in order to make a decision. There has still be **no** public comment in favor of either dissolving these committees **or** changing them from city-led to citizen-led.

You chose to have no public hearing tonight, which means you are well aware that your decisions regarding these committees are widely unpopular. You have had months of chances to choose better options. Why have you decided to ignore them?

At the last Council meeting, Councilor VanPelt said "he wouldn't be loved for saying this but, in his opinion, there is a difference between the Library and the Civic Center." That's actually correct: the North Douglas Library District is its own entity. However, the Civic Center was built by Mildred Whipple specifically to house a library. Donna Woolley joined the project to expand its scope to also include a community hall. Just because there is a lot of crossover and overlap between community members who care about both things does not mean they are the same, and believing such a statement would be unpopular only further highlights how the Council is proceeding with decisions it is not informed on.

Councilors have stated multiple times how meetings are rarely attended by the public and how difficult it is to get volunteers to work on projects. You have had months of clear community support for both the Cemetery and Civic Center Committees and the volunteers currently serving on them. Please vote to keep both as city-led advisory committees.

Thank you,

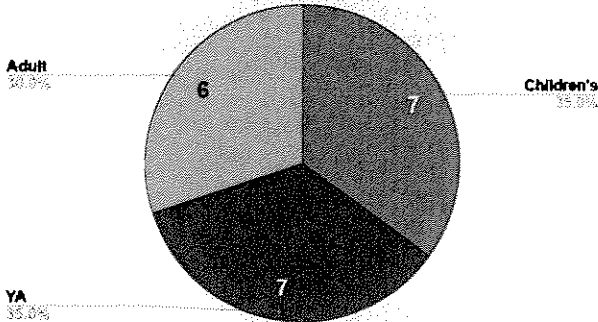
Katrina Johns
2378 Umpqua Hwy 99

North Douglas Library District SEPTEMBER 2023 STATISTICS

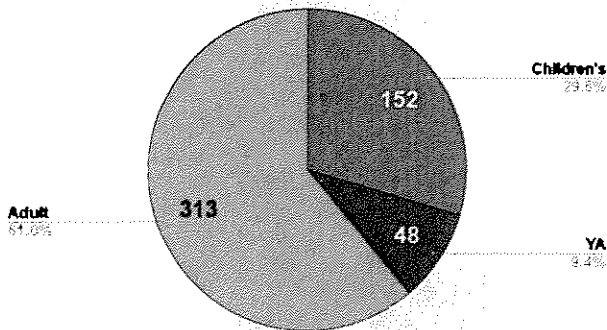
Mildred Whipple Library



PROGRAMS



PROGRAM ATTENDANCE



SOCIAL MEDIA



424

Followers
385 Page Likes



128

Followers



13

Followers

Total Posts
All Platforms

5

Total Engagement
All Platforms

216

Total Reach
All Platforms

2392

LIBRARY PROJECT SNAPSHOT

ASSOCIATION FOR RURAL & SMALL LIBRARIES ANNUAL CONFERENCE



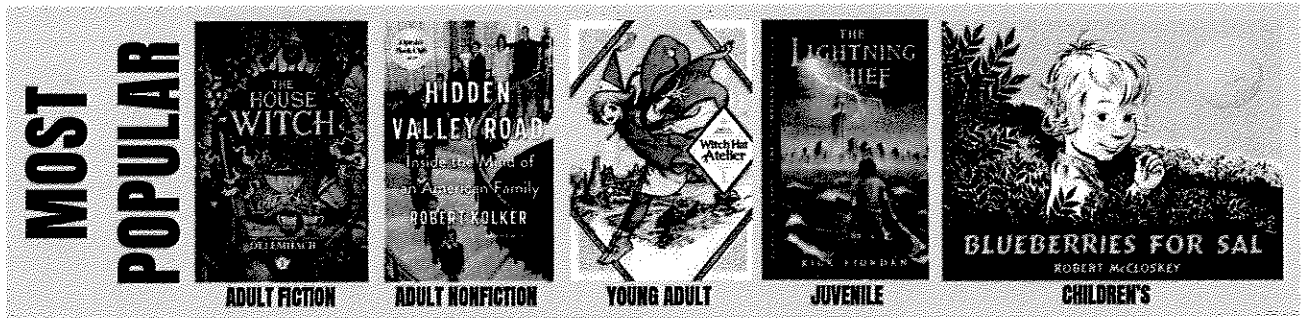
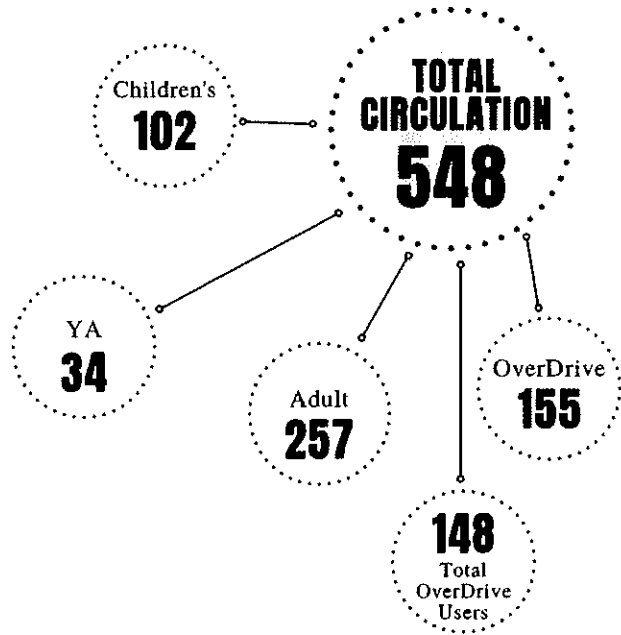
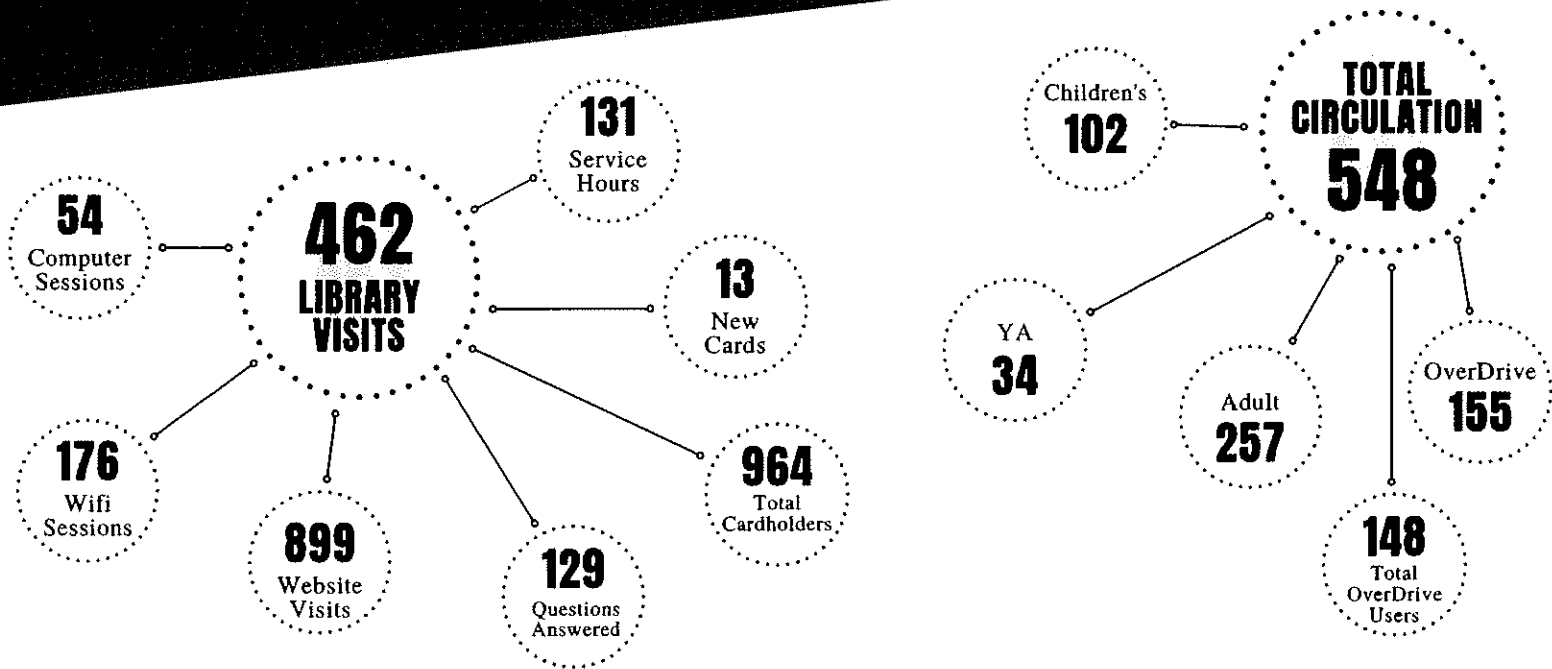
- September 21-23 library staff attended the virtual option for the Association for Rural & Small Libraries (ARSL) annual conference. The in-person portion of the conference was in Wichita, Kansas, this year. ARSL is dedicated to the positive growth & development of libraries serving rural & small communities & helping to support the unique needs & barriers to access they face.
- Over the 3 conference days, staff attended 19 virtual sessions with focuses on community engagement & partnerships, innovative programming, accessibility, library space & collection organization, collection development, new grant opportunities, & more. Staff came away with 5 pages of exciting new project, program, & grant ideas & are already working on integrating what they've learned into the library.
- The 2024 conference will be held in Springfield, Massachusetts, followed by the 2025 conference in the West region (location will be announced at the 2024 conference).



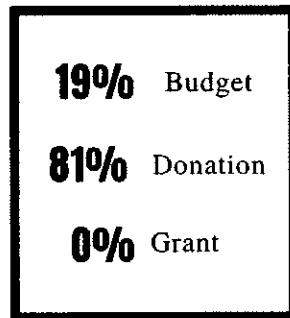
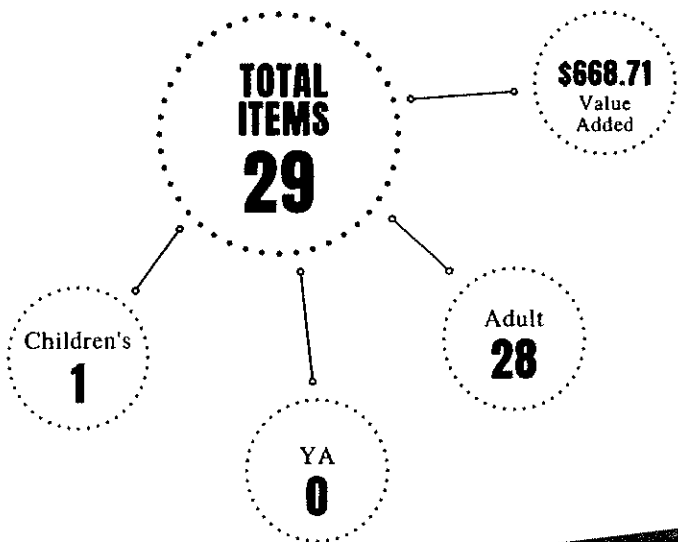
North Douglas Library District

SEPTEMBER 2023 STATISTICS

Mildred Whipple Library



NEW ITEMS ADDED



7. COUNCIL BUSINESS

A. R2324-03 A RESOLUTION APPROVING THE EXECUTION OF THE CITY OF DRAIN'S CONTRACT FOR CONSTRUCTION WITH GREG PAYNE TRUCKING AND CONSTRUCTION

MOVE _____
SECOND _____

Unanimous _____
Opposed _____

B. R2324-04 A RESOLUTION EXTENDING THE ENGINEERING AGREEMENT BETWEEN THE CITY OF DRAIN AND THE DYER PARTNERSHIP AMENDMENT #15 TO AGREEMENT

MOVE _____
SECOND _____

Unanimous _____
Opposed _____

C. Planning Commission – Open positions

MOVE _____
SECOND _____

Unanimous _____
Opposed _____



STAFF REPORT

Subject: R2324-03 A RESOLUTION APPROVING THE EXECUTION OF THE CITY OF DRAIN'S CONTRACT FOR CONSTRUCTION WITH GREG PAYNE TRUCKING AND CONSTRUCTION

Date: November 2, 2023

Prepared By: Jeni Stevens

Background: Council awarded the demolition contract in the October 2023 Regular Council meeting to Greg Payne Trucking & Construction. The contract for this work is now complete.

Analysis: The attached contract for the demolition of the old city hall was created by an LCOG attorney, reviewed and edited by myself, Loree Pryse, PE and the City of Drain's attorney.

Recommendation: Make a motion approving Resolution R2324-03 A RESOLUTION APPROVING THE EXECUTION OF THE CITY OF DRAIN'S CONTRACT FOR CONSTRUCTION WITH GREG PAYNE TRUCKING AND CONSTRUCTION

Financial Impact: \$105,000.00



R2324-03

**A RESOLUTION APPROVING THE EXECUTION OF THE CITY OF DRAIN'S
CONTRACT FOR CONSTRUCTION WITH GREG PAYNE TRUCKING AND
CONSTRUCTION**

WHEREAS, Drain City Council wished to demolish the old city hall located at 129 W. C Ave. in Drain, Oregon; and

WHEREAS, Drain City Council awarded the demolition bid to Greg Payne Trucking and Construction in the October 2023, regular council meeting; and

WHEREAS, the City of Drain wishes to execute the CONTRACT FOR CONSTRUCTION (CONTRACT) with Greg Payne Trucking and Construction; and

WHEREAS, the contracted amount of the demolition is \$105,000.00; and

WHEREAS, the CONTRACT is scheduled to terminate 45 days after execution; and

NOW, THEREFORE, BE IT RESOLVED, the Drain City Council hereby authorizes as follows:

1. The City Council approves the execution of the CONTRACT FOR CONSTRUCTION with Greg Payne Trucking and Construction for demolition of the old city hall.
2. That the city administrator is authorized to sign the CONTRACT FOR CONSTRUCTION.
3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid, the validity of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.
4. This Resolution shall take effect upon its approval by the City Council.

**ADOPTED BY THE DRAIN CITY COUNCIL ON THIS 13th DAY OF NOVEMBER,
2023.**

Erin Sparhawk, Mayor

Jeni Stevens, City Administrator

CITY OF DRAIN'S
CONTRACT FOR CONSTRUCTION

BETWEEN: City of Drain ("City"), an Oregon Municipal Corporation

AND: Greg Payne Trucking and Construction ("Contractor")

EFFECTIVE DATE: _____, 2023

1. Services to be Provided:

1.1 The Contractor shall provide, or cause to be provided, as an Independent Contractor and not as an agent of the City, details as specified in the RFP Documents dated September 2023, hereby made part of this Contract.

1.2 The project shall be completed, as determined by the Contract Administrator, no later than forty-five (45) days from the signing of the Contract by the City of Drain. An extension of thirty (30) days will be allowed, if required, due to unforeseen circumstances. Contractor shall make every effort to protect building from moisture as a result of precipitation.

1.3 Work shall be performed during normal City business hours, between 8:00 a.m. and 5:00 p.m. Monday through Friday, unless approval to deviate from this schedule is granted by the City.

2. Compensation; Progress Payments, Retainage: The Contractor shall be compensated a firm fixed price amount of **\$105,000.00** for the work described in this Contract.

2.1 General: Progress payments will be made promptly and retainage withheld in accordance with ORS 279C.500 to 279C.570. At a regular period, each month the City's representative will make an estimate of the amount and value of work accomplished.

- A. The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown are subject to correction in the final estimate.
- B. Progress payments are not an acceptance or approval of any part of the work or a waiver of any defects therein, and in no manner relieve the Contractor or Contractor's sureties from obligation under the contract.
- C. No payment shall release the Contractor or Contractor's sureties.
- D. Payment for water usage during demolition is the City's responsibility.

2.2 Progress Payments: Progress payments will be based on the estimate in Section 8, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the City, and less an amount to be retained.

- 2.3 **Retainage:** Retainage will be required and held in accordance with ORS 279C.550 to .570. The Contractor may deposit bonds, securities, or other instruments with the City or in a bank or trust company for the City to hold for the City's benefit in lieu of moneys held as retainage. If the City accepts bonds, securities or other instruments deposited as provided in this subsection, the City shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. If the Contractor elects, the City shall deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. The amount to be retained will equal five percent (5%) of the value of completed work except as follows:
- A. When the contract work is fifty percent (50%) completed, the City's representative may, in its discretion, reduce or eliminate the retainage on the progress payments for the remaining work accomplished. Reduction or elimination will only be considered upon written application by the Contractor, which must include written approval of the Contractor's surety.
 - B. ORS 279C.845 Retainage: If a Contractor is required to file certified statements under ORS 279C.845, City will retain twenty-five percent (25%) of any amount earned by the Contractor until the Contractor has filed the certified statements. Retainage under this section will be returned only in accordance with ORS 279C.845.
- 2.4 Claims for Extra Compensation in any case where the Contractor deems extra compensation is due for work or materials not allowed by the City's representative, the Contractor shall in writing notify the City's representative of the Contractor's intention to make claim for such compensation before the Contractor begins the work on which the Contractor bases the claim.
- A. Notwithstanding any other notices that are required, in the event Contractor discovers any subsurface, latent or other conditions at the site differing materially from those indicated in the contract documents, the Contractor shall immediately notify City's representative and not disturb them until the City's representative has reviewed such conditions.
3. **Contract Administrator; Personal Liability of Public Officials:** The City Administrator, or designee, shall administer this Contract for the City as the delegate of the City of Drain City Council. In carrying out the provisions of the contract documents, or in exercising any power or authority granted to the Contractor by the contract, the Contractor agrees there will be no liability upon the officials, officers, or employees of the City, either personally or as officials of the City; it being always understood that in such matters they act as the agents and representatives of the City.

4. **Status:** The Contractor is engaged hereby as an Independent Contractor as defined in ORS 670.600 and will be so deemed for the purposes of the following:
 - 4.1 This Contract is not intended to entitle the Contractor to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are holiday, vacation, and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Worker's Compensation, unemployment compensation, or retirement benefits.
 - 4.2 The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
 - 4.3 The Contractor hereby specifically waives any right that it may have or claim for indemnification from the City for the Contractor, its heirs, successors or assigns pursuant to the Oregon Tort Claims Act, ORS 30.260 et seq.

5. **Quality of Work:** The Contractor has represented, and by entering into this Contract now represents, that all personnel assigned to the work required under this Contract are fully qualified to perform the work to which they will be assigned in a competent, professional and skillful manner and, if required to be registered or licensed by the State of Oregon, are so licensed or registered. The Contractor shall perform the services described in this Contract as an Independent Contractor in accordance with its own methods, the terms of this Contract, and all applicable laws and regulations, and shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any error or deficiencies in its work products or services. Neither the City's review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City in accordance with applicable laws for all damages to City caused by the Contractor's negligent performance of any services furnished under this Contract.

6. **Warranty:** The Contractor shall provide a warranty against defects in materials and workmanship for a period of one (1) year. The Contractor guarantees to repair and replace faulty work and materials, whether performed by Contractor or Sub-Contractors for a period of one (1) year from the date of completion. In the event of failure to comply within fifteen (15) days after being notified in writing by the City of faulty work and material, the Contractor authorizes the City to proceed to have said defects repaired at the expense of the Contractor. In the event that the City pays for said repair, the Contractor agrees to reimburse the City forthwith on demand.

7. Constraints:

- 7.1 The Contractor agrees to defend, indemnify and save City, its agents and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of the Contractor or its agents or employees.
- 7.2 The Contractor shall provide all necessary equipment, tools, labor, materials, and other means of work performance necessary to complete the work under this Contract. No City equipment or personnel shall be utilized in fulfilling the services of this Contract.
- 7.3 Neither party shall be held responsible for delay or failure in performance of this Contract when such delay or failure is due to causes beyond and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, acts of God, unusually severe weather, strikes, or legal acts of public authorities, which cannot be reasonably forecast or provided against. Either party may terminate this Contract after reasonably determining that such delay or failure will prevent continued performance of the Contract and upon giving written notice to the other party of the cause, its effect upon Contract performance, and the effective date of termination.
- 7.4 Contractor shall provide proof that it has in place, during the term of this contract, a drug-testing program pursuant to ORS 279C.505(2) for Contractor's or Sub-Contractors' Subject (on-site) Employees. Contractor's execution of the attached certification satisfies this provision.
- 7.5 Contractor shall promptly cure all work rejected by the City for failure to comply with the specifications, and Contractor shall promptly re-execute the work in accordance with the specifications without expense to City. All re-executed work shall be done at Contractor's expense.

8. Compliance with Law:

- 8.1 The Contractor and Contractor through its agents, officers and employees shall observe and comply with all present and future laws, orders, regulations, rules, ordinances and requirements of federal, state and county governments with respect to activities performed pursuant to this Contract. Should the Contractor utilize agents that are not in the employ of Contractor, Contractor shall ensure that any sub-contracts or other agreements contain language obligating all agents, Sub-Contractors to the dictates of this paragraph.
 - A. The Contractor, throughout the duration of this Contract and any extensions, shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to the Contractor's obligations under this

Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.

- B. The performance under this Contract is conditioned upon the Contractor's compliance with ORS 279B.220, 279B.225, 279B.230, and 279B.235. The Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.101(1)(gg)).
- C. Any violation of subsection (A) of this section shall constitute a material breach of this Contract. Further, any violation of this Contract, which Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
- Termination of this Contract, in whole or in part;
 - Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but no limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing the replacement Services/replacement Goods/a replacement contractor.
- D. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 8.2 If Section 8.3 applies, the City will pay the fee to the Bureau of Labor and Industries pursuant to ORS 279C.825(1).
- 8.3 Since this Contract is for a public works project that exceeds \$50,000, the Contractor shall comply with the provisions of the **Oregon Prevailing Wage Rate**, and any applicable amendments in effect at the time the initial specifications were first advertised (available at www.oregon.gov/boli). Wage Rates for all other regions are excluded. This compliance shall include all required reporting to the State and County of wages paid under the Contract and shall be incorporated into all subcontracts under this Contract. The applicable

prevailing wage rates can be found at this website:

<http://www.oregon.gov/boli/whd/pwr/Pages/index.aspx>.

- 8.4 City will withhold 25% of amounts due Contractor if City does not receive copies of **certified payroll statements when required pursuant to ORS 279C.845(7)**. Workers will be paid the applicable prevailing wage rates in each trade or occupation and daily/weekly/holiday/weekend overtime will be paid. Contractor will provide to workers a written schedule showing the number of hours per day and days per week the employee may be required to work.
- 8.5 Contractor and Sub-Contractors shall file a Public Works Bond with the Construction Contractor's Board on all public works projects subject to the PWR law before starting work on the project, unless exempt. Contractors must include a provision in all subcontracts requiring all Sub-Contractors to have a Public Works Bond filed with the Construction Contractor's Board before starting work, unless exempt.
- 8.6 Contractor shall provide a Performance Bond and a Payroll Bond in the amount of the full contract price before starting work on the project.
- 8.7 The Contractor shall comply with all applicable laws and regulations. Contractor must obtain required licenses, certificates and permits. Cost of permits if required by local municipalities will be paid by the City of Drain.
- 8.8 All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless the employer is exempt under ORS 656.126. Prior to commencing any work pursuant to the Contract, the Contractor shall certify to the City that Contractor is either a carrier-insured employer or a self-insured employer as provided for by ORS 656.407. If the Contractor is a carrier-insured employer, Contractor shall provide the City with a certificate of worker's compensation insurance. If the Contractor is a self-insured employer, the Contractor shall provide the City with certification from the Worker's Compensation Division as evidence of the Contractor's status. Contractor shall ensure that each of its Sub-Contractors complies with the requirements of ORS 656.017.
- 8.9 The Contractor shall comply with all pertinent provisions of ORS Chapters 200, 279A, 279B, 279C and 259A pertaining to nondiscrimination in hiring and subcontracting practices.
- 8.10 The Contractor shall take affirmative steps to assure that small, minority, and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction, services and labor when subcontracts are utilized in the performance of this Contract.
- 8.11 Pursuant to ORS 279A.125, the Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the work of this Contract.
- 8.12 Pursuant to ORS 279C.505, the Contractor shall:

- A. Make payment promptly, as due, to all persons supplying the Contractor labor or material for the performance of the work provided for in this Contract;
 - B. Pay all contributions or amounts due the Oregon Industrial Accident Fund from the Contractor or any Sub-Contractor incurred for the performance of this Contract;
 - C. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished;
 - D. Pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 8.13 Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Sub-Contractor by any person in connection with this Contract as such claim becomes due, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this subsection shall not relieve the Contractor of the Contractor's surety from their obligations with respect to any unpaid claims. Interest at the rate of three times the discount rate on a 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the City or from the Contractor, but not to exceed 30%, shall be charged on the amount due in accordance with ORS 279C.515(2).
- 8.14 Pursuant to ORS 279C.520, no person shall be employed for more than ten (10) hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay: for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or, for all overtime in excess of ten (10) hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on legal holidays specified in ORS 279C.540.
- A. Contractor must give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work.
- 8.15 Pursuant to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or needed care and attention, incident to sickness or injury, to employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- 8.16 The Contractor shall pay the first-tier Sub-Contractor for satisfactory performance under its subcontracts within ten (10) days out of such amounts as are paid to the Contractor by the City under this Contract and include such a payment provision in its subcontracts. The payment provision shall require the Contractor to pay to the first-tier Sub-Contractor an interest penalty on amounts due in the case of each payment not made within 30 days after receipt of payment from the City. If a Contractor or Sub-Contractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- 8.17 The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and ORS 659A.139 in regards to employment and access to services.
- 8.18 The Contractor shall comply with the requirement of the Rehabilitation Act of 1973 which provides that no qualified handicapped persons shall, on the basis of their handicap, be excluded from, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from funds under this Contract.
- 8.19 The Contractor shall comply with requirements of the Civil Rights Act of 1964, including the following provisions:
- A. No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving this assistance.
 - B. It shall be an unlawful employment practice for an employer to fail to refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensations, terms, conditions, or privileges of employment, segregate, or otherwise adversely affect his status as an employee, because of such individual's race, color, sex, religion, or national origin.
- 8.20 Any person or persons claiming to have supplied labor or materials for the prosecution of the work provided for in this Contract has a right of action on the Contractor's bond, cashier's check or certified check as provided in ORS 279C.380 and 279C.400 only if:
- A. The person or assignee has not been paid in full; and
 - B. Written notice of claim has been provided in accordance with ORS 279C.600 and 279C.605.
- 8.21 Contractor and first-tier Sub-Contractor(s) shall include the required payment and interest penalty clauses in each subcontract pursuant to ORS 279C.580.
- A. A dispute arising between Contractor, first-tier Sub-Contractor(s) or their Sub-Contractor(s) does not constitute a dispute to which the City is a party.

The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute.

B. Contractor will pay to first-tier Sub-Contractor(s) for satisfactory performance under its contract within ten (10) days as such amounts that are being paid to Contractor.

8.22 If the work includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279C.510(2).

8.23 If the work includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1).

8.24 In compliance with ORS 279C.525 the following is a list of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that *may* affect the performance of the Contract:

FEDERAL AGENCIES:	STATE AGENCIES:
Agriculture, Department of Forest Service Soil Conservation Service	Agriculture, Department of Soil and Water Conservation Commission
Defense, Department of Army Corps of Engineers	Energy, Department of
Energy, Department of Federal Energy Regulatory Commission	Environmental Quality, Department of
Environmental Protection Agency	Fish and Wildlife, Department of
Health and Human Services, Department of Housing and Urban Development	Forestry, Department of
Interior, Department of Bureau of Land Management	State Lands, Division of Water Resources Department
Bureau of Reclamation	
Geological Survey	
U.S. Fish and Wildlife Service	
Labor, Department of	
Occupation Safety and Health Administration	LOCAL AGENCIES:
Water Resources Council	City Council
	County Commissioner, Board of

8.25 It is mutually understood and agreed that the Department of Environmental Quality of the State of Oregon has enacted regulations dealing with the prevention of environmental pollution and preservation of natural resources which regulations may affect the performance of the Contract. The Contractor

shall comply with all such applicable regulations in the performance of this Contract.

8.26 Unless disposition of environmental pollution is specifically a part of this Contract, Contractor shall immediately notify City of any hazardous substances which Contractor discovers or encounters during performance of the work required by this Contract. "Hazardous substances" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFT S 261.3. In addition to notifying City of any hazardous substances discovered or encountered, Contractor shall immediately cease working in a particular area of the project where a hazardous substance has been discovered or encountered if continued work in such area would present a bona fide risk or danger to the health or well-being of Contractor's or any Sub-Contractor's work force.

8.27 Spill Responsibility:

A. Contractor will be held responsible for any and all releases of environmental pollution during the performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or Sub-Contractors. Contractor agrees to promptly dispose of such spills or leaks to satisfaction of the City and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the City.

B. Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in OAR 340-108 for petroleum products. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to City. A written follow-up report shall be submitted to City within 48 hours of the telephonic report. The written report shall contain, at a minimum:

- Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- Whether number of items released is EPA/DEQ reportable, and, if so, when it was reported.
- Exact time and location of release, including a description of the area involved.
- Containment procedures initiated.
- Summary of communications about the release Contractor has had with members of the press or State officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- Personnel injuries, if any, resulting from, or aggravated by, the release.

8.28 It is the Contractor's responsibility to secure field locations for all existing underground utilities in the project area. The Contractor shall maintain these locations for the duration of the project. The Contractor shall bear all costs to repair damage to utilities directly resulting from the Contractor's actions.

9. **Final Inspection:** Contractor shall notify City in writing of completion of project. City will inspect project and project documents within 15 days of written notice of completion and will either acknowledge acceptable work in writing or notify Contractor of remaining work to be performed in writing.

10. City Payment for Unpaid Labor of Supplies:

10.1 If Contract is incomplete City may pay valid claims and charge the amount against payments due or to become due to the Contractor under the Contract. Contractor and Contractor's surety shall not be relieved from liability for unpaid claims.

10.2 If Contract has been completed and all funds disbursed to Contractor all claims shall be referred to the Contractor's surety for resolution. City shall not make payment to suppliers or Sub-Contractors for work already paid for.

11. Safety and Health Requirements:

11.1 Goods, services and work supplied by the Contractor under this Contract shall comply with all federal and state occupational health and safety statutes, rules and requirements including, but not limited to, those of the Oregon Department of Consumer and Business Services.

11.2 The Contractor shall be solely responsible for informing its employees and its Sub-Contractors' employees about hazardous chemicals and materials that employees may encounter and precautionary measures that must be taken by the employees. The Contractor shall not be entitled to additional compensation by the City for costs attributable to this provision.

12. **Insurance:** Contractor shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his/her Subcontractors, employees, agents, assigns or for anyone whose acts of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

12.1 Contractor shall furnish to the City of Drain an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage(s) required by this Contract prior to the commencement of any work.

12.2 Contractor shall endorse the Contractor General Liability (CGL) to include City of Drain as an "additional insured," including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The

additional insurance endorsement shall be CG2010\1985 edition or its equivalent.

- 12.3 **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' written notice from the Contractor or its insurer(s) to the City.
- 12.4 Contractor's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by the City of Drain. Contractor's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this Contract.
- 12.5 CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two (2) years after the work has been completed.
- 12.6 If the work required by this Contract or the location of the work specified in this Contract constitutes an exposure to the employees of the Contractor or his/her Subcontractors under the U.S. Longshoremen and Harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the Contractor shall ensure that proper coverage is purchased and maintained.
- 12.7 Contractor and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of City of Drain when available.
- 12.8 Contractor shall ensure that the City is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.

Construction Contracts to have the following:

- General Liability
 - Each Occurrence \$2,000,000
 - Aggregate \$4,000,000
 - Operations \$2,000,000
 - Products and Completed
 - Personal/Advertising Injury \$2,000,000
- Auto Liability
 - Combined Single \$4,000,000
- Pollution
 - Each Occurrence \$2,000,000
 - Aggregate \$4,000,000
- Per Addendum 2 dated October 2, 2023, insurance shall include a "XCU" Rider Clause.
- Workers' Compensation
 - Statutory Limits

- Employers Liability
 - \$1,000,000

Liquidated Damages:

12.9 Any delay in the completion of this Contract beyond the date specified will cause inconvenience and/or loss to the City. In the event of delay, it is and will be impractical and difficult to ascertain and determine the actual damage City sustains by reason of the delay. The Contractor will pay to the City, not as a penalty but as liquidated damages, for each calendar day of delay beyond the completion date set forth in Section 1.2 of this Contract, the sum of \$100.

12.10 The City, at its sole discretion, may grant the Contractor an extension of time for completion if the delay is caused by occurrences beyond the Contractor's control. An extension shall not be granted for a shortage or inadequacy of labor, equipment or materials; negligence or fault of the Contractor, Contractor's suppliers or Sub-Contractors; or other deficiencies determined by the City to be within the province of the Contractor's control or responsibility.

13. Right to Audit and Retention of Records: The City retains the right to audit books and records of the Contractor or any Sub-Contractor to the extent that such books and records relate to this Contract. Contractor shall retain such books and records for a period of three (3) years from the date of final payment under the prime contract and any Sub-Contractor shall retain such books and records for a period of three (3) years from the date of final payment under the subcontract.

13.1 **Assignment/Subcontract:** Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or in part, without the City's prior written consent. Unless otherwise agreed by the City in writing, such consent shall not relieve the Contractor of any obligations under this Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of this Contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of the Contractor's duties, the Contractor and its surety, if any, shall remain liable to the City for complete performance of this Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing.

14. Attorney Fees: In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for their own attorney fees and related costs.

15. Default, Remedies: Time is of the essence of this Contract. Either party shall be deemed to be in default if such party fails to perform any of its obligations under this Contract. In the event of default, the party that is not in default shall have the

right to terminate this Contract immediately and pursue whatever legal, or equitable, remedies are available. All remedies shall be cumulative.

16. No Waiver: No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, or excuse for any other different or subsequent breach.

17. Termination:

17.1 This Contract may be terminated by either party pursuant to Section 15 "Default, Remedies" of this Contract by giving written notice to either party.

17.2 The City reserves the right to terminate this Contract upon ten (10) days written notice should it find the Contractor has failed to comply with the provisions of Section 12 "Insurance" of this Contract.

18. Amendment:

18.1 This Contract and any amendments to this Contract shall be in writing and will not be effective until approved by the City of Drain City Council and the Contractor.

18.2 This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

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

20. Conflict of Interest:

20.1 City of Drain desires to have Contractor refrain from activities which could be interpreted as creating an organizational conflict of interest.

20.2 The Contractor agrees to avoid any activities which may influence the decisions of City of Drain or which directly or indirectly affect the interest of the City where the Contractor has a personal interest in the matter which may be incompatible with the interest of City of Drain Government, and to promptly notify City regarding any change in Contractor's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest.

21. **Notices:** Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by certified or registered mail, addressed to the City or the Contractor at the address set forth below, or to either of them in any other manner prescribed by law.

City of Drain:

Name: Jeni Stevens
Title: City Administrator
431 Payton Avenue
Drain, OR 97435
Phone: 541-836-2417

Contractor:

Name: Greg Payne
Company: Greg Payne Trucking and Construction
Address: 535 River Loop 1
Eugene, OR 97404
Phone: 541-688-7038

22. **Corrected Work Rejected by Inspection:** Contractor shall promptly cure all work rejected by the City for failure to comply with the specifications, and Contractor shall promptly re-execute the work in accordance with the specifications without expense to City. All re-executed work shall be done at Contractor's expense.

CONTRACTOR:

Signature: _____

Printed or Typed Name: _____

Federal I.D. # _____

Date: _____

CITY OF DRAIN

Signature: _____

Printed or Typed Name: _____

Date: _____

ADDENDUM NO. 02

To

**REQUEST FOR PROPOSALS CITY HALL DEMOLITION
CITY OF DRAIN, OREGON**

Date: October 2, 2023

The bidder must execute the certification hereon and attach this addendum to the proposal package.

1. Amend the insurance requirements to include a "XCU" Rider Clause.

All other requirements of the Proposal Documents remain as originally issued.


Jeni Stevens
City Administrator

BIDDER'S CERTIFICATION

Receipt of Addendum No. 2 is hereby acknowledged and all conditions contained therein are accepted.

Date: _____ Bidder: _____

Signature: _____

Title: _____



STAFF REPORT

Subject: R2324-04 Dyer Engineering Contract Extension

Date: November 3, 2023

Prepared By: Jeni Stevens

Background: Dyer Engineering is Drain's Engineering Firm and their contract has expired. The City has an option to create an RFP and look for a new engineering firm to use or sign an extension.

Analysis: Dyer Engineering has been responsive to my questions, works closely with Harold on projects and is a good engineering firm and resource for the city. It is my opinion that the City continue using Dyer Engineering and sign the one year extension.

Recommendation: Make a motion approving Resolution R2324-04 and giving the City Administrator authority to sign the contract.



R2324-04

A RESOLUTION EXTENDING THE ENGINEERING AGREEMENT BETWEEN THE CITY OF DRAIN AND THE DYER PARTNERSHIP AMENDMENT #15 TO AGREEMENT

WHEREAS, The Dyer Partnership (ENGINEER) and City of Drain (CITY) originally entered into an Agreement dated July 10, 2020 which provides ENGINEER will furnish certain services to the CITY for the term of the AGREEMENT and which allows extension of the term by mutual agreement of both parties; and

WHEREAS, the term of said AGREEMENT expired on July 10, 2023; and

WHEREAS, CITY and ENGINEER have mutually agreed to extend said AGREEMENT for three additional years from the AGREEMENT expiration date;

NOW, THEREFORE, BE IT RESOLVED, the Drain City Council hereby authorizes as follows:

1. The agreement entered into between CITY and ENGINEER on July 10, 2020, which expired on July 10, 2023 is hereby extended for three additional years from the expiration date. The term of said AGREEMENT shall now be extended to July 10, 2026, and may be extended for an additional period of time upon mutual agreement of both CITY and ENGINEER.
2. Both ENGINEER and CITY agree that Exhibit A Schedule of Rates and Charges attached hereto shall be in effect through December 31, 2024.
3. All other terms and conditions of the original AGREEMENT shall remain in full force and effect.

AS IT IS SO AGREED BY THE DRAIN CITY COUNCIL ON THIS 13th DAY OF NOVEMBER.

Erin Sparhawk, Mayor

Jeni Stevens, City Administrator

AMENDMENT NO. 15 TO AGREEMENT

This Agreement is entered into on the date last shown below by and between The Dyer Partnership, Engineers & Planners, Inc., hereinafter called "ENGINEER" and the City of Drain hereinafter called "CITY," which parties do hereby agree as follows:

WHEREAS, ENGINEER and CITY have originally entered into an Agreement dated July 10, 2000 which provides ENGINEER will furnish certain services to the CITY for the term of the Agreement and which allows extension of the term by mutual agreement of both parties; and

WHEREAS, the Agreement was extended by Amendment dated July 12, 2021; and

WHEREAS, the term of said Agreement expires July 10, 2023; and

WHEREAS, CITY and ENGINEER have mutually agreed to extend said Agreement for three additional years from the Agreement expiration date;

NOW, THEREFORE, IT IS AGREED as follows:

1. The Agreement entered into between CITY and ENGINEER on July 10, 2000, which expires on July 10, 2023 is hereby extended for three additional years from the expiration date. The term of said Agreement shall now be extended to July 10, 2026, and may be extended for an additional period of time upon mutual agreement of both CITY and ENGINEER.
2. Both ENGINEER and CITY agree that the Exhibit A Schedule of Rates and Charges attached hereto shall to be in effect through December 31, 2024.
3. All other terms and conditions of the original Agreement shall remain in full force and effect.

IT IS SO AGREED THIS _____ DAY OF _____, 2023.

CITY OF DRAIN

THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

City Administrator

President

EXHIBIT "A"
SCHEDULE OF RATES AND CHARGES
Year 2023 - 2024
THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

Professional Services

Principal/Manager	\$160.00
Project Manager/Senior Engineer	\$150.00
Professional Land Surveyor	\$150.00
Senior Hydrologist	\$150.00
Project Engineer 2	\$140.00
Project Engineer 1	\$130.00
Engineer Tech 2	\$118.00
Engineer Tech 1	\$102.00
Survey Tech 2	\$102.00
Survey Tech 1	\$96.00
Construction Observer.....	\$102.00
Senior Engineering Designer/Drafter/CAD Operator	\$102.00
Engineering Designer/Drafter/CAD Operator	\$96.00
Technical Editor.....	\$85.00
Clerical 2	\$56.00
Clerical 1	\$50.00
3-Person Survey Crew.....	\$200.00
2-Person Survey Crew.....	\$160.00
1-Person Survey Crew.....	\$130.00
GPS Survey Equipment.....	\$150.00/day
Robotic Total Station Survey Equipment	\$100.00/day

All rates are per hour unless otherwise noted.

Reimbursable Expenses

- * Reimbursables @ actual cost
- * Mileage @ current federal rate (with automatic adjustments as federal rate changes)
- * Services of Outside Consultants @ actual cost plus 10% if billed through our firm



STAFF REPORT

Subject: Planning Commission – Open Positions

Date: October 25, 2023

Prepared By: Jeni Stevens

Background: Council announced Position #3 open and accepting applications in the October council meeting. Staff received one application for Position #3 from Melanie Lymath, attached. Position #3 has a term of January 1, 2023 through December 31, 2025.

Position #1 has a term that is up at the end of this year. Council needs to declared this position open and accepting applications as the current commissioner is does not wish to do another term. Position #1 has a term of January 2024 to December 2026.

Recommendation: **Motion #1** - Make a motion to appoint Melanie Lymath to Position #3 on the Planning Commission.

Motion #2 – Make a motion to declare Position #1 open and accepting application.

Financial Impact: None



APPLICATION FOR
PLANNING COMMISSION

Application for reappointment Position # _____

New Applicant Position # 3

Resident of the City – Date you became a resident of the City of: Fall 2011

Non-resident of the City but within the urban growth boundary

PLEASE PRINT

Name Lyman Melanie
(Last) (First)

1. Please give a brief description of the experience or training that qualifies you for membership on the Planning Commission.

I've been a member of a variety of community & civic groups. I've also helped plan & organize fundraisers & events.

2. Why do you want to become a member of the Planning Commission and what specific contribution would you hope to make?

I want to help ensure the positive growth of the city by helping determine & execute the growth of new businesses & civic groups.

3. Briefly describe your present or past involvement in relevant community groups. (Having no previous involvement will not disqualify you for appointment.)

Past member of Cottage Grove Chamber of Commerce, Lane County Tourism, Site Council at Harrison Elementary in Cottage Grove, Parent Club at Harrison Elementary School

4. Are you employed by, have any business, contractual arrangements or family connections with programs having contractual agreements with the City that might be within the purview of the Planning Commission?

NO

*Planning Commission Members are public officials and are required to file an annual Statement of Economic Interest (SEI) with the Oregon Government Ethics Commission. In addition, the City of Drain strongly encourages all public officials to take government ethics training and will provide more information once appointed.

Signature of Applicant

Melanie Lyman Date 10/3/23

PLEASE RETURN TO:

City of Drain
P.O. Box 158
431 Payton Ave.
Drain, Oregon 97435

It is the policy of the City to comply with all federal and state statutes on equal employment opportunity. This policy shall be applied without regard to any individual employee or job applicant's sex, race, color, religion, national origin, ancestry, age, marital status, political affiliation, genetic information, veteran status or any other legally protected status per state and federal law.

8. DISCUSSION ITEMS

A. Anna Drain Park Project – Aesthetic direction



STAFF REPORT

Subject: Anna Drain Park Project, Presentation Regarding Aesthetics

Date: November 1, 2023

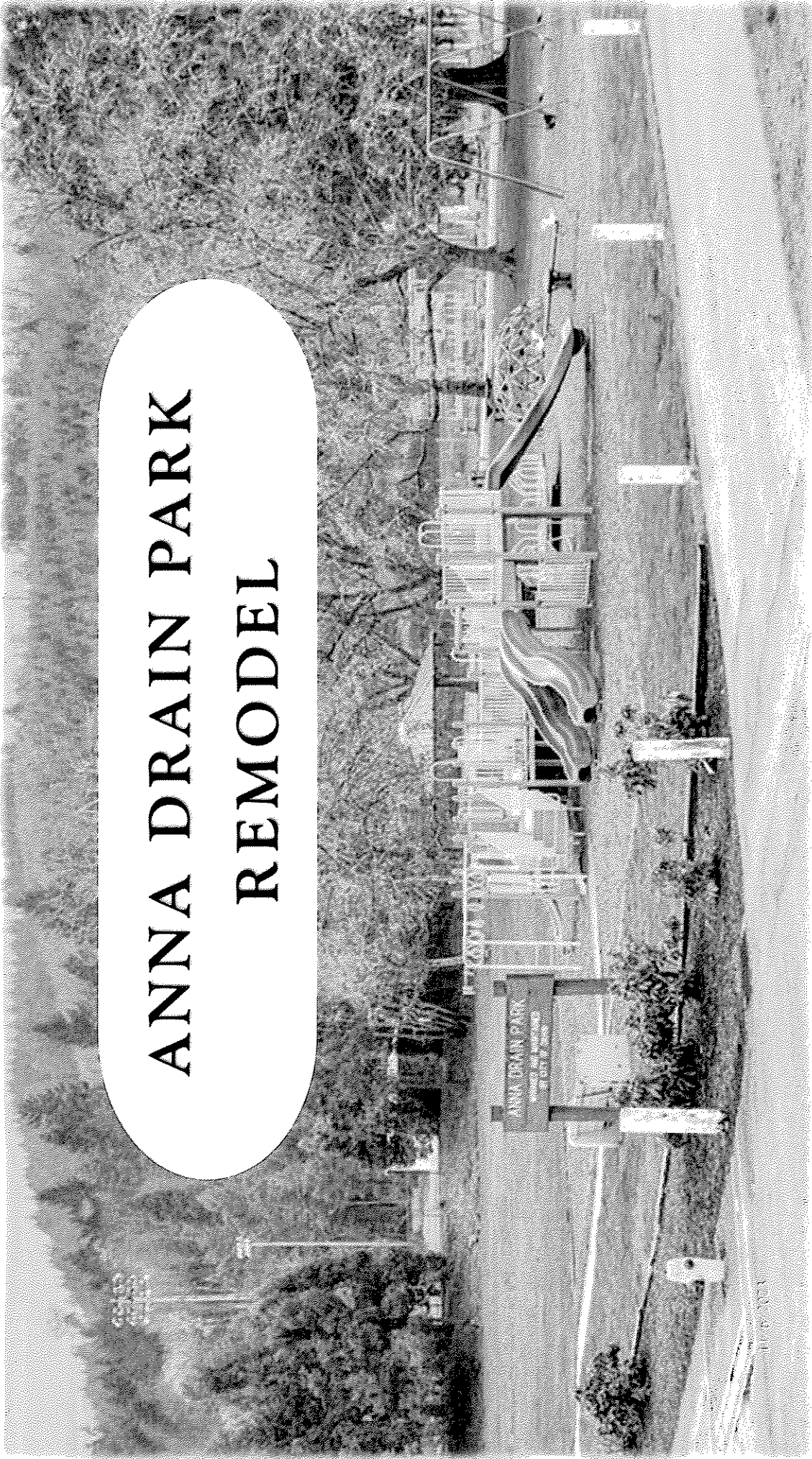
Prepared By: Kaity Hardwick and Jeni Stevens

Discussion Focus: The City of Drain is applying for a grant from the Oregon State Parks Local Government Grant Program for the renovation of Anna Drain Park. This application has a deadline of April 1st, 2024. For planning done up to this point, the city staff have followed the City of Drain Parks and Open Space Master Plan, adopted in 2020. The Master Plan includes a surveying portion in which residents provided suggestions on what they would like to see in the park. Staff have also taken into consideration planning suggestions made by the generous donor, which are congruent with suggestions made by residents in the 2020 parks Master Plan. Considering suggestions from these resources, staff have identified a few key items for this project, among which are: a splash pad, shaded structures, and updated playground equipment. These items do not make up the totality of the project but are the major components being looked at.

The presentation shows different options of splash pads, shaded structures, and playground equipment. Given what is shown in the presentation, staff is asking the council to have a fruitful discussion regarding aesthetic preferences for Anna Drain Park. After each category is presented, the council will be asked to consider which design or theme they prefer, then given time to have a discussion. It is essential to have these creative decisions before moving forward with creating an accurate plan and budget; therefore, staff is not currently prepared for a detailed conversation regarding this project's budget. There will be opportunities for a formal budget discussion in the following months.

Financial Impact: There is no financial impact with today's discussion. The total park project budget was approved at \$300,000.

ANNA DRAIN PARK REMODEL



A LITTLE ABOUT ME & THIS PROJECT

My name is Kaity Hardwick

I work for **AmeriCorps**



AmeriCorps

I'm currently working for the
**City of Drain as the Community
Development Coordinator**

I'm here to work on
projects for **your** city!

I'm applying for grant
funding to redo Anna
Drain Park

I'm using the **Parks and
Open Space Master
Plan** (*adopted in 2020*) that
was already approved
by council (you!)

**IN THIS PRESENTATION
YOU WILL SEE:**

- Splash pad themes
- Different types of prefabricated buildings
- Playground equipment

A FEW THINGS BEFORE WE START:

You'll be making *aesthetic* decisions today.

Think creatively:

*What do you want your park to **look like?***

Budget will be fine-tuned later.

We are not yet committed to any specific items.

Voting for something today does not guarantee that item will be in the final park budget.

A FEW THINGS BEFORE WE START:

- I'm going to introduce topics one at a time.

- I'll show you the discussion question(s) before you see pictures.

- There will be time for discussion at the end of each section.

SPLASHI PAD THEMES

SPLASH PAD THEMES

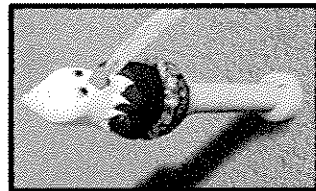
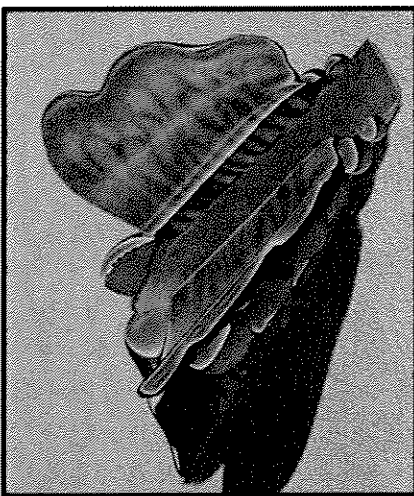
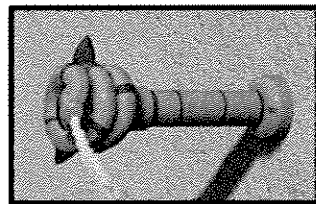
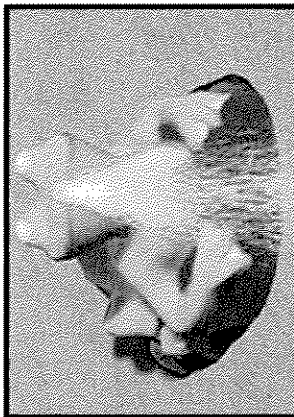
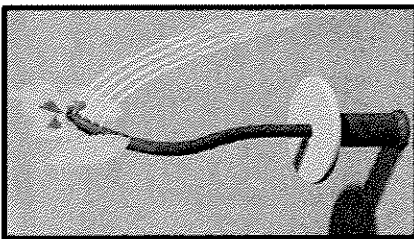
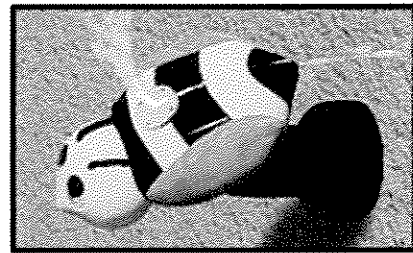
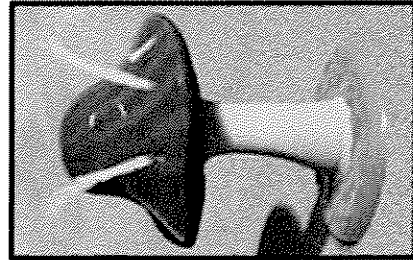
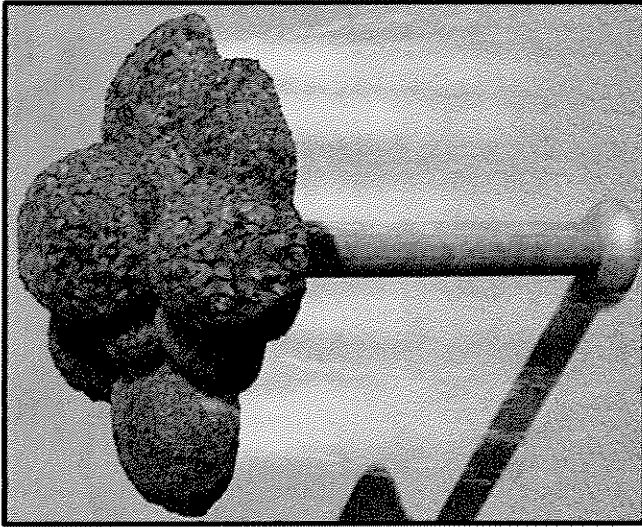
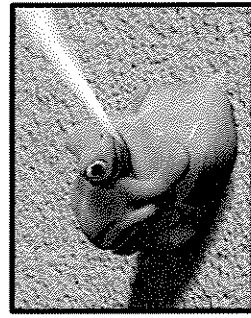
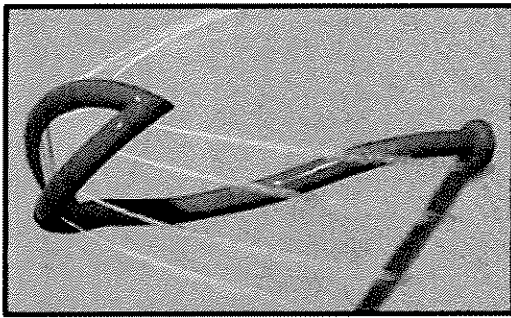
Forest

Railroad

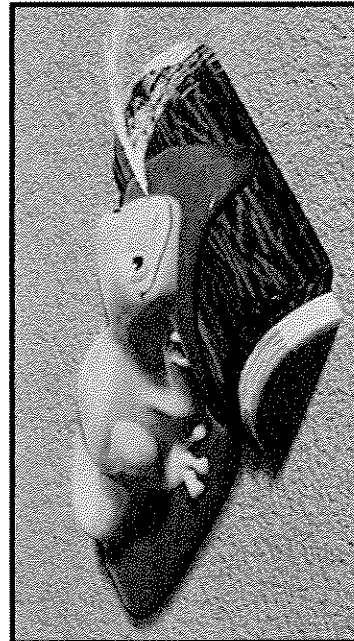
Forest +
Railroad

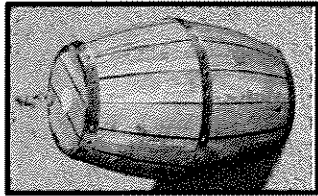
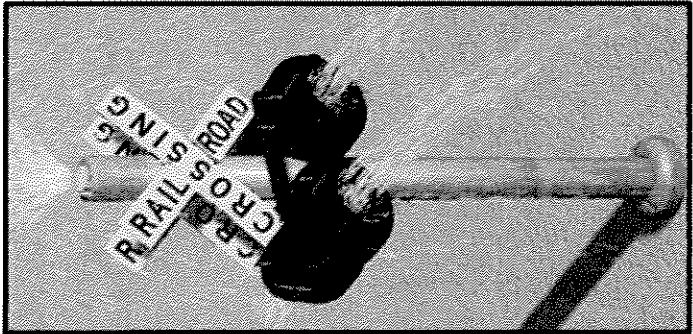
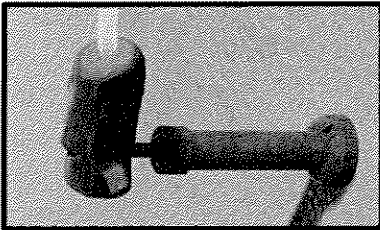
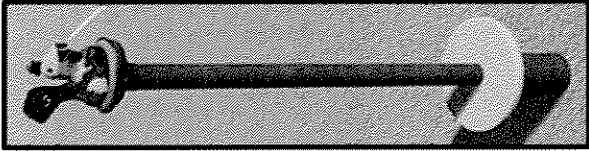
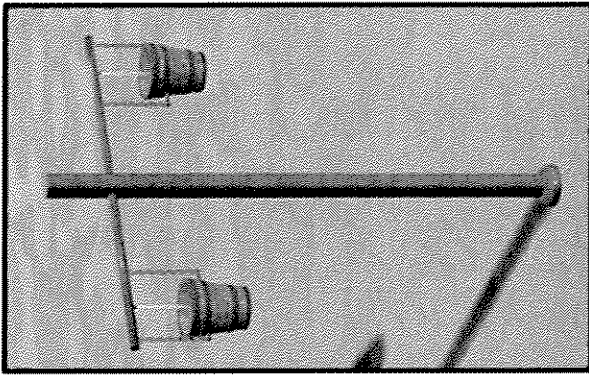
Gateway to the Pacific

Which splash pad theme
would you like to see at
Anna Drain Park?

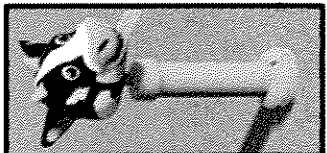
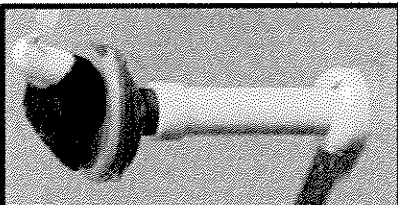


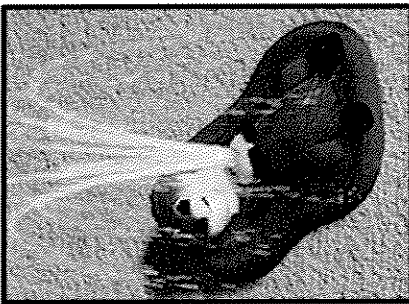
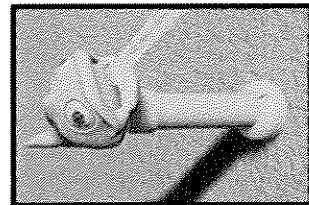
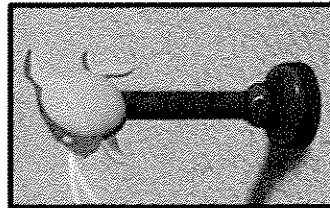
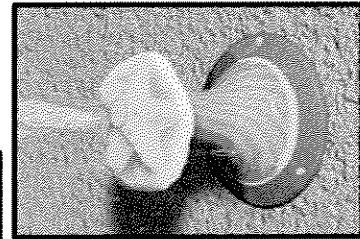
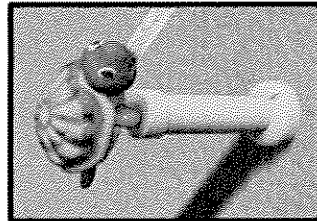
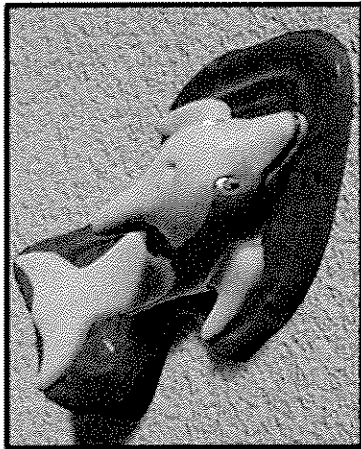
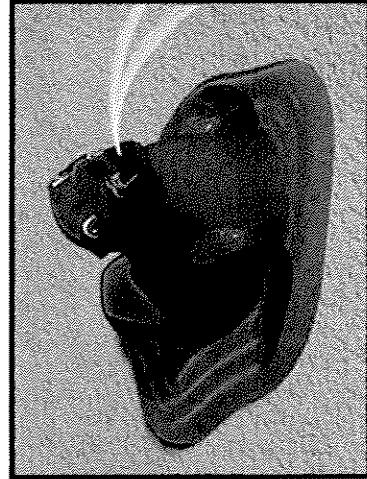
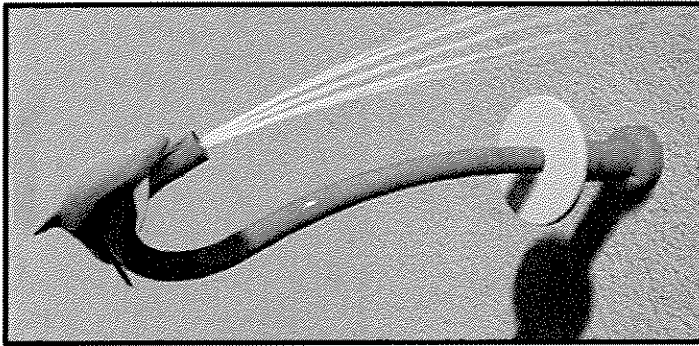
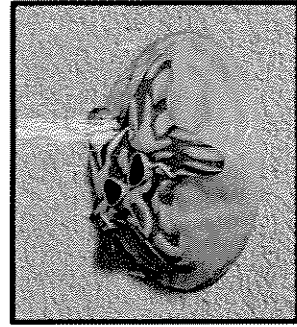
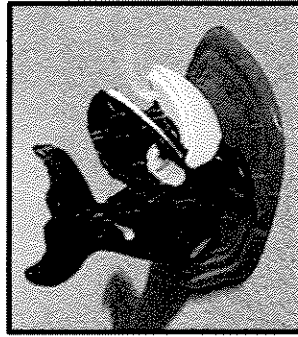
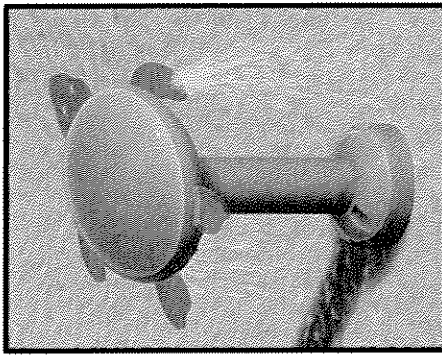
FOREST



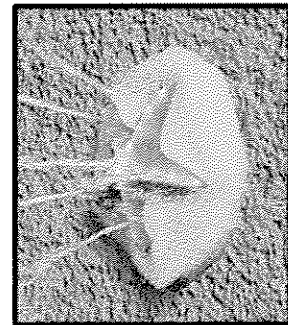


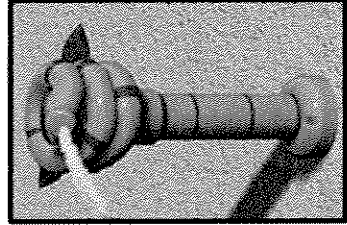
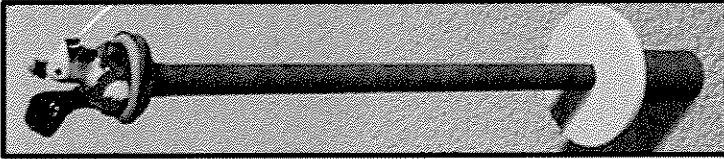
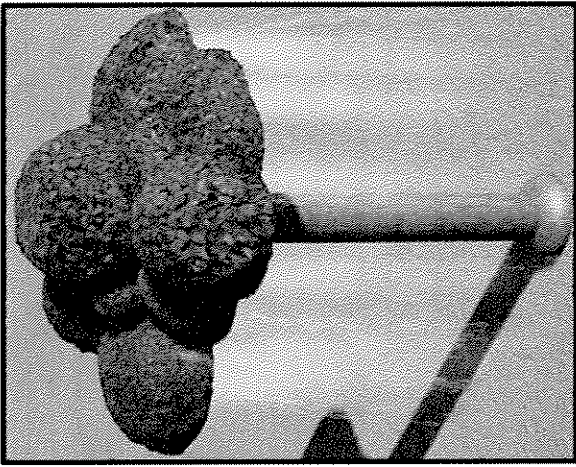
RAILROAD



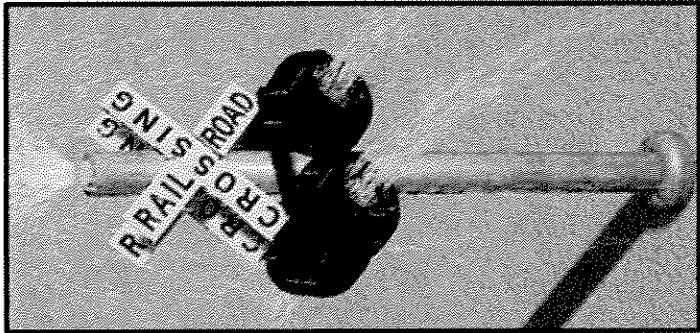
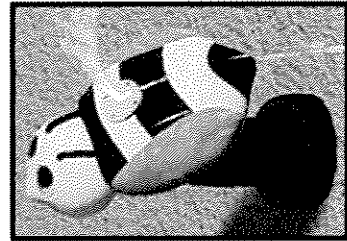
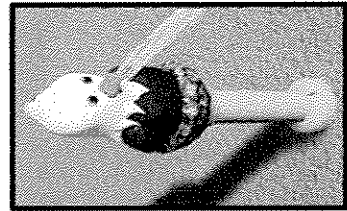
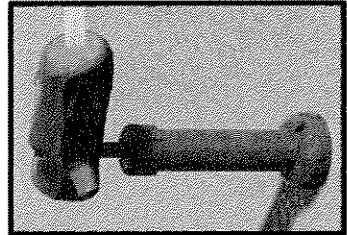
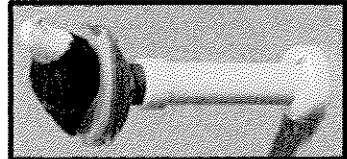


GATEWAY TO
THE PACIFIC





FOREST + RAILROAD



**DISCUSSION:
SPLASH PAD THEMES**

Forest

Railroad

Forest +
Railroad

Gateway to the Pacific

Which splash pad theme
would you like to see at
Anna Drain Park?

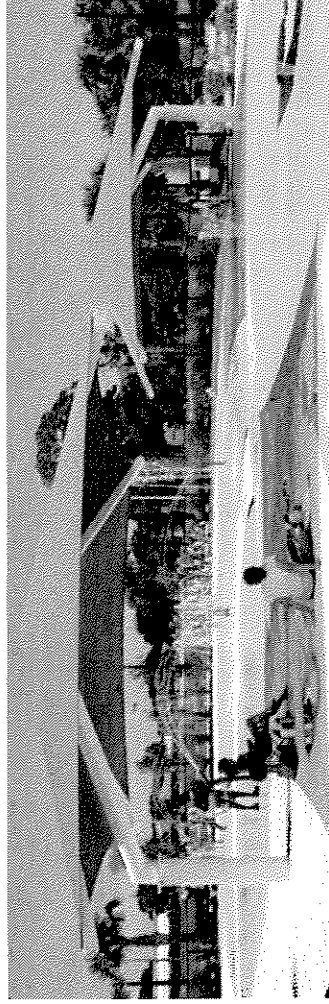
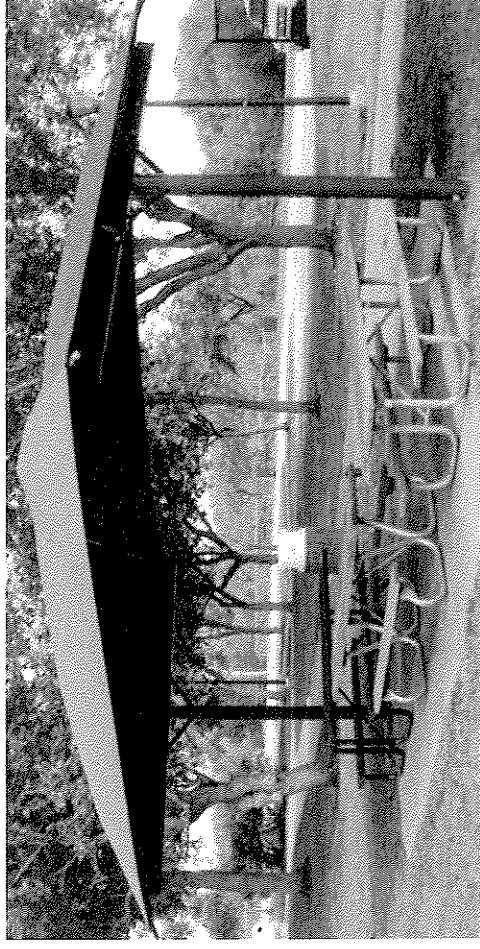
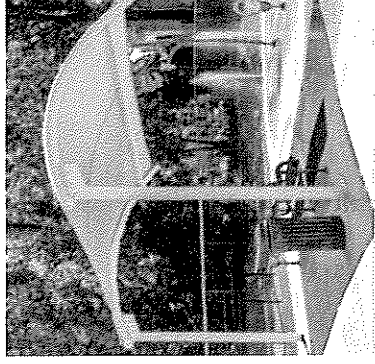
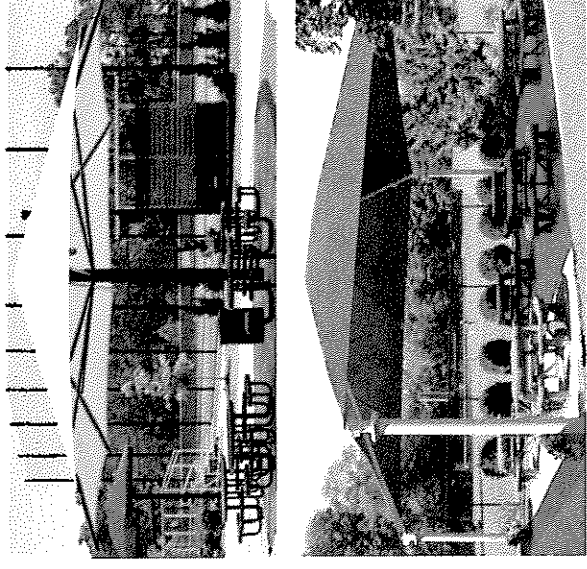
SHADE STRUCTURES

Before we continue...

**FABRIC SHADE
STRUCTURES
(APPROX \$20K-\$80K)**

**This type of shade structure
was considered, however:**

- It is not suitable for heavy rain or snow.
- It may not hold up over time and replacing the shade would be pricy.

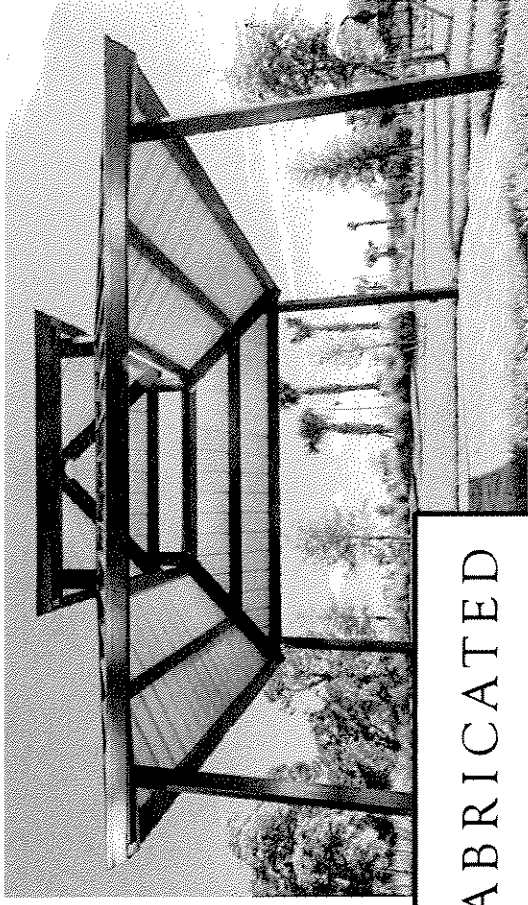


SHADE STRUCTURES

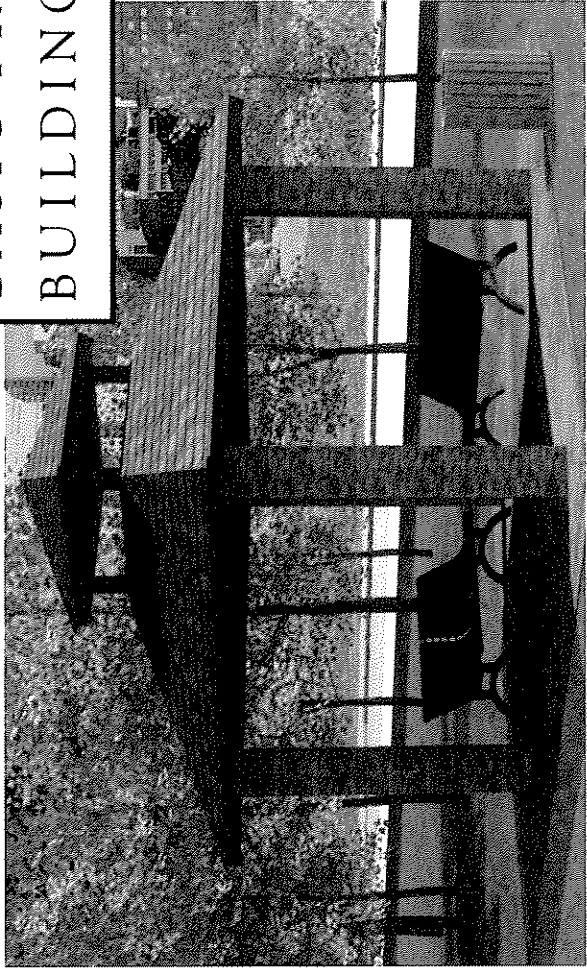
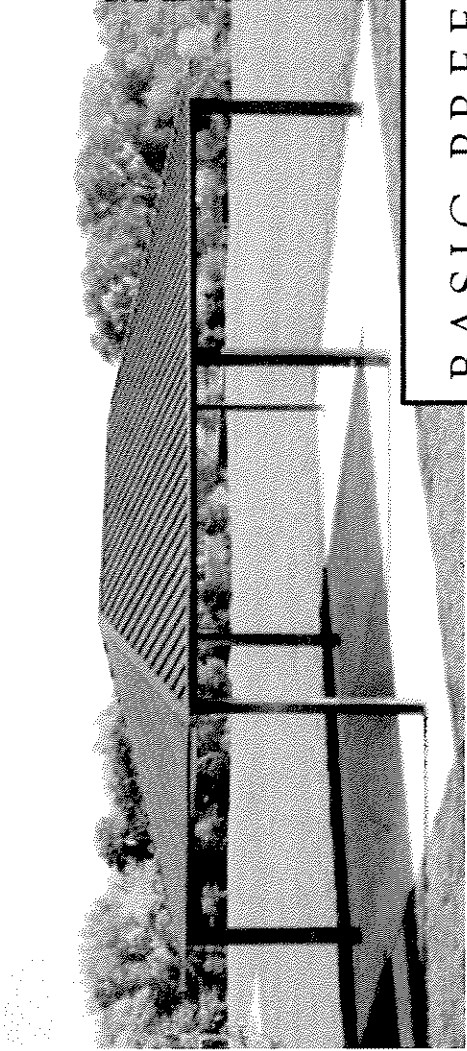
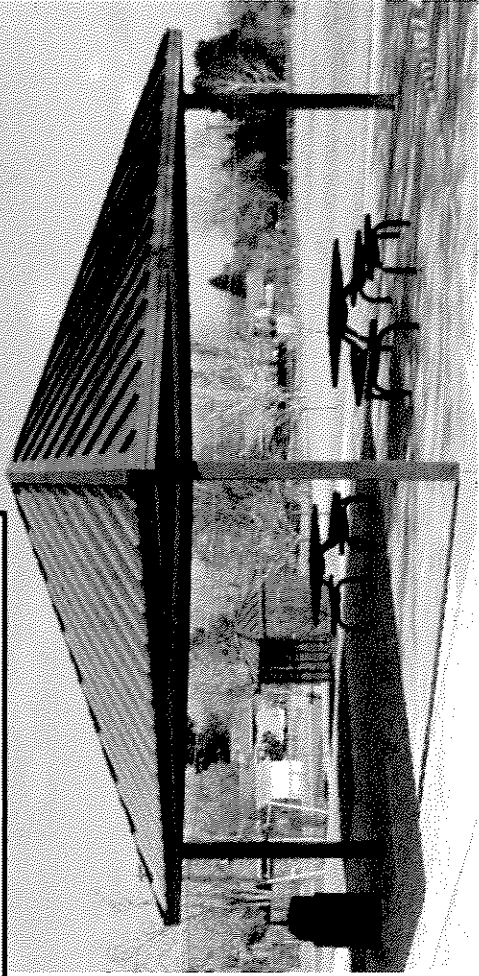
- Basic Prefabricated Buildings

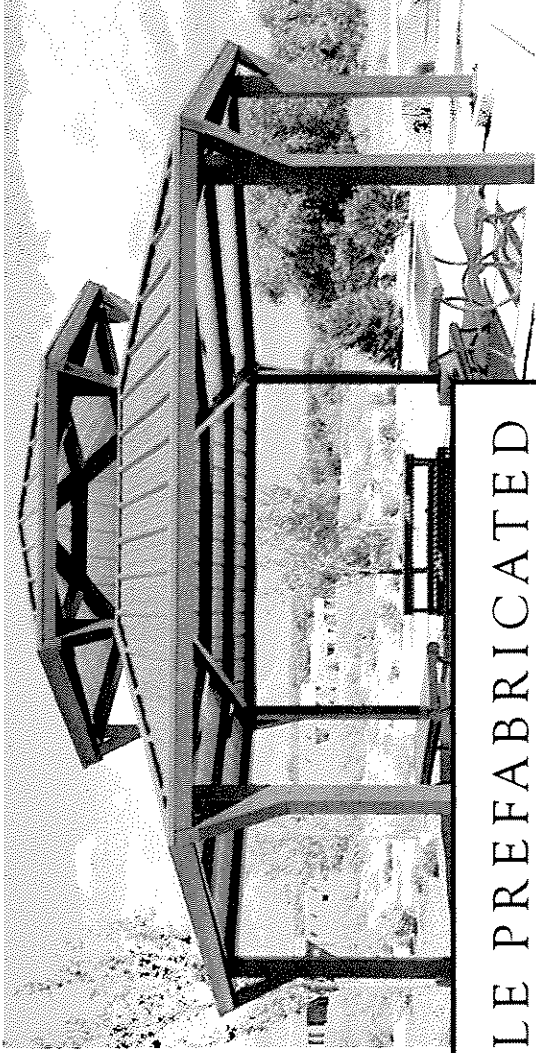
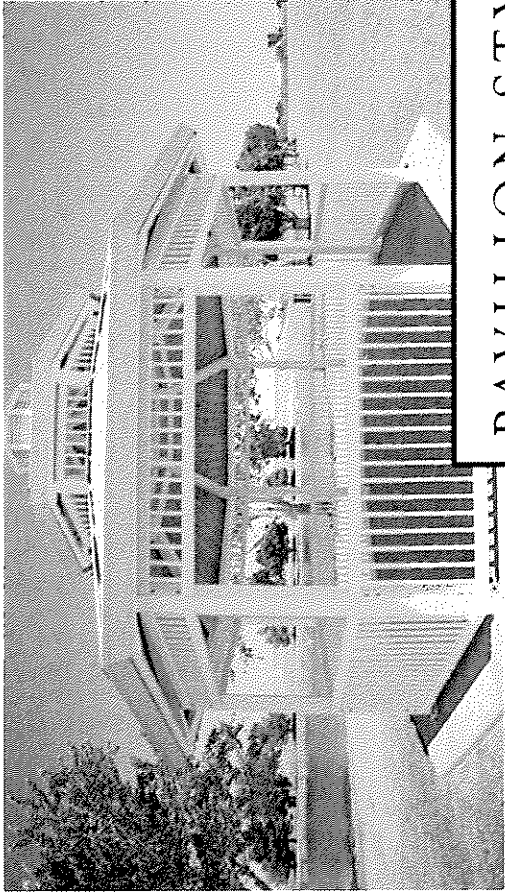
- Pavilion-style Prefabricated Buildings

Which shade structure(s) would you like to see at Anna Drain Park?

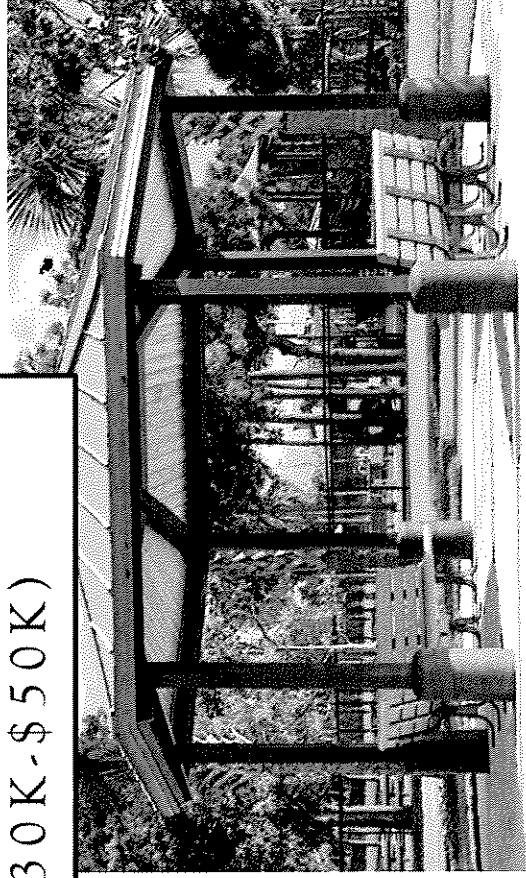
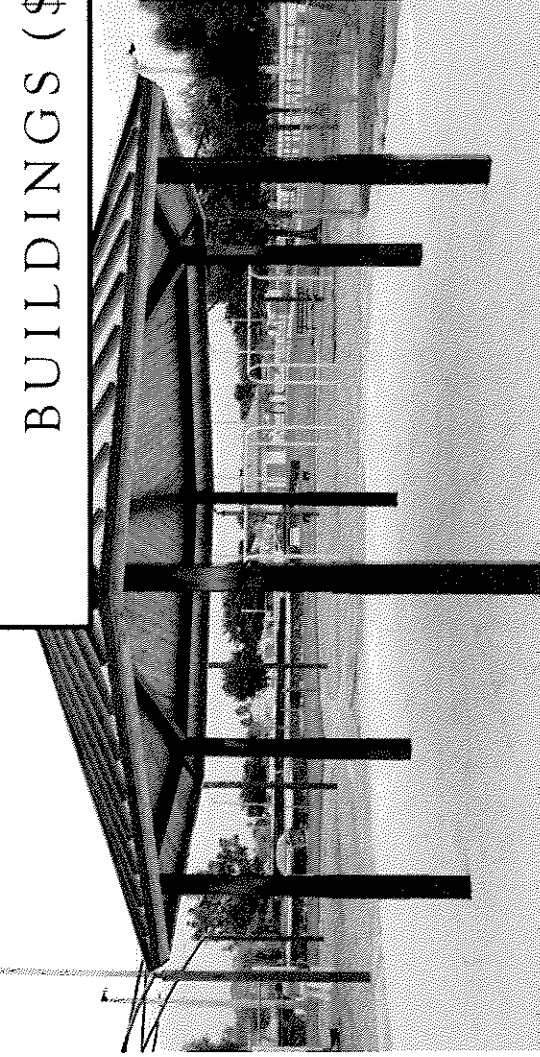


BASIC PREFABRICATED BUILDINGS (\$30K-\$70K)





PAVILION-STYLE PREFABRICATED BUILDINGS (\$30K-\$50K)



DISCUSSION: SHADE STRUCTURES

- Basic Prefabricated Buildings

- Pavilion-style Prefabricated Buildings

Which shade structure(s) would you like to see at Anna Drain Park?

PLAYGROUND

EQUIPMENT

PLAYGROUND EQUIPMENT

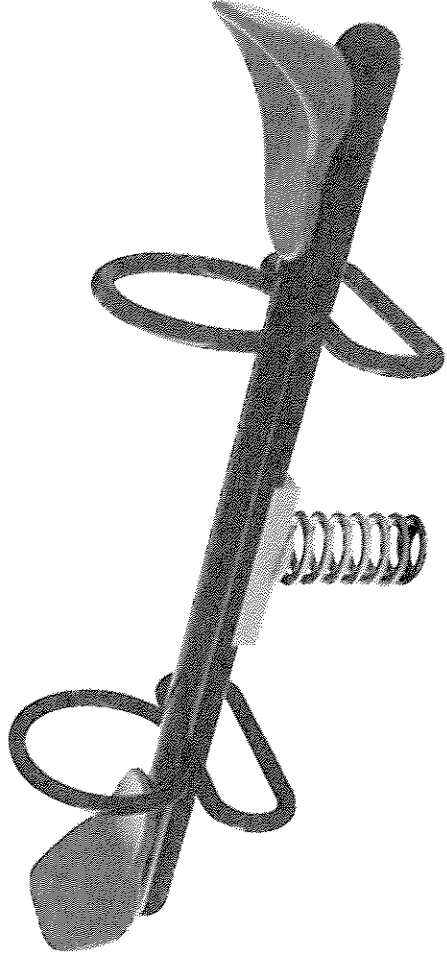
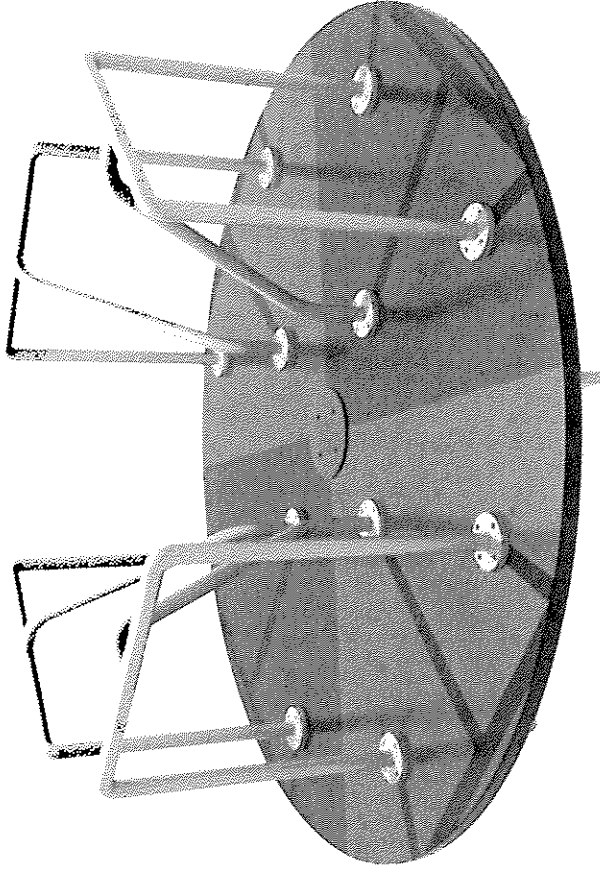
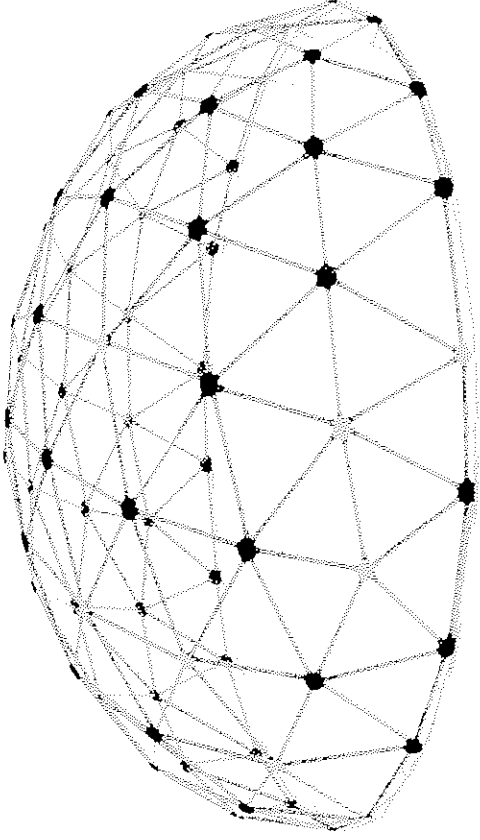
- Existing playground equipment is in poor condition

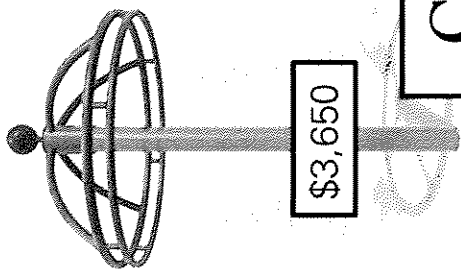
Would you like to replace the playground equipment?
(Excluding the play structure)

- Potential replacement playground equipment

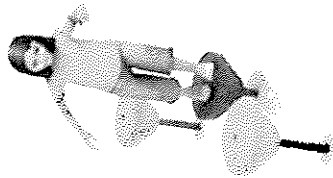
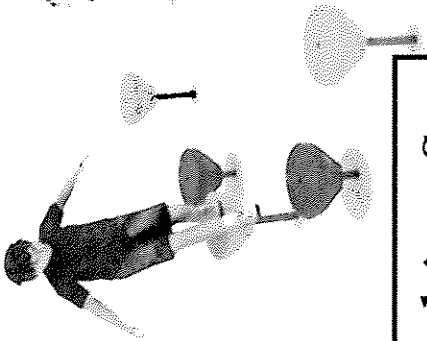
If yes, what would you like to see it replaced with?

CURRENT
PLAYGROUND
EQUIPMENT THAT IS IN
POOR CONDITION

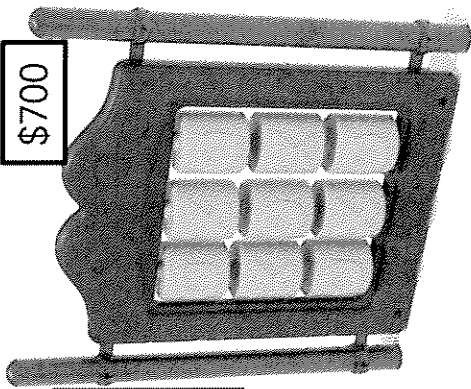




\$3,650



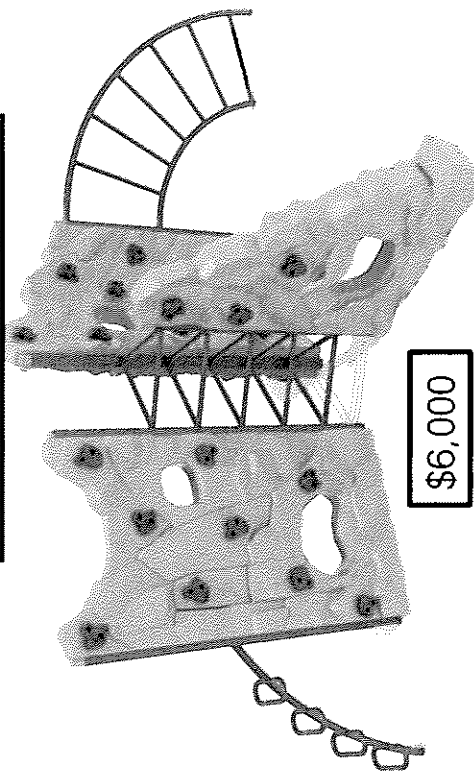
\$1,410



\$700

Interactive
games

Climbing &
physical play



\$6,000



\$4,300

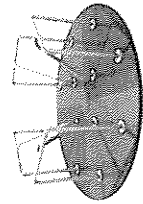
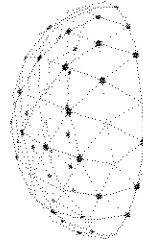
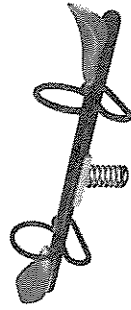
Musical
play

DISCUSSION: PLAYGROUND EQUIPMENT

Climbing & physical
play

Interactive games

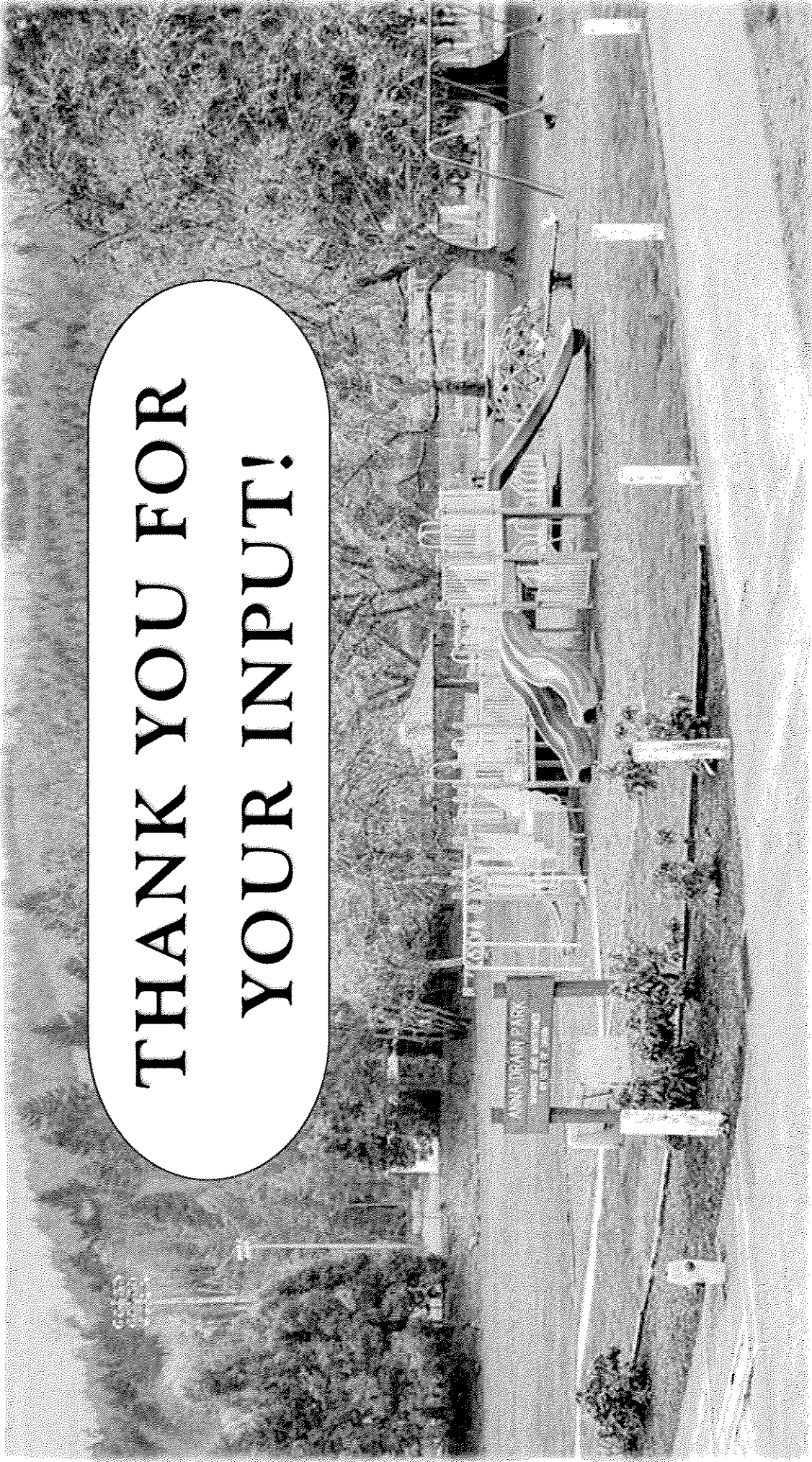
Musical play



Would you like to replace
the playground equipment?
(Excluding the play structure)

If yes, what would you
like to see it replaced
with?

**THANK YOU FOR
YOUR INPUT!**



9. INFORMATIONAL ITEMS

A. Project List Update

B. ODOT – Town Hall November 15, 2023 6:30 to 7:30 PM at the Civic Center Hall



STAFF REPORT

Subject: UPDATE - Current City Projects

Date: October 25, 2023

Prepared By: Jeni Stevens

Information: In the July 2023 Council meeting I gave Council a list of projects that staff is currently working on. Below is an updated list of current projects. At the bottom there is a list of projects that have been identified as “next on the list”. I have a master list with over 90 projects identified and if Council or citizens have projects to add to the master list, please let me know. This list is in no specific order.

1. **Veterans Memorial Benches** - East cemetery and possibly in the grassy area on the corner of First and B, across from the bridal store are being worked on. A grant is necessary to help cover costs. Throughout 2024 a grant summary and budget will be put together and potential new funding sources will be researched. (Kaity & Jeni).
 - **UPDATE: 10/25/2023 – Kaity has been working on identifying a Veterans group to partner with and will be working with the cemetery committee on answering grant questions.**
2. **Anna Drain Park Upgrade and Grant.** The total project has not been finalized but is currently being worked on. Possible additions to the park are more shaded areas, a splash pad, outdoor theater equipment and screen, food truck hookups, more picnic tables and benches and a updated play structure. Grants - Oregon Parks and Recreation opening January 2024 and possibly a grant through Oregon Community Foundation. (RARE member & Jeni). **UPDATE: 10/25/2023 – Kaity has been obtaining costs quotes so a preliminary budget can be created and is working on grant requirements. Presentation to council was made on 11/13/2023.**
3. **Overhaul City's Filing System** and records retention which will remove all remaining files from the Old City Hall, organize the files at the temporary City Hall and the storage container. This project is being done in staffs spare time so it will take over a year to complete. (RARE member, Penny, Jeni & Melissa). **UPDATE 10/24/2023: Files from old city hall have been shredded, Melissa is in charge of reviewing all contracts and refiling in appropriate areas, Kaity will start working on this project after the first of the year.**
4. **TMDL Matrix** - Required by DEQ and it has different goals set for each year. Currently the following projects are being worked on to meet this 2024 requirements.
 - Stormwater outfalls and riparian zone mapping; current conditions of the riparian zone must be recorded so changes in the future can be recorded and needs identified and tracked. (RARE member & Jeni) **UPDATE: 10/25/2023 – Kaity has worked with D.C. natural resource specialist and is putting together a riparian zone tracking chart.**
 - Community education on pollution such as fertilizer use, benefits of native streamside landscaping, grass clipping disposal, etc. DEQ requires ongoing fact sheets to be developed

as new issues are identified. (RARE member & Jeni) **UPDATE: 10/25/2023 – Kaity is creating educational handouts.**

- Create an illicit discharge ordinance and spill response plan. (Kaity & Jeni)
 - Develop good housekeeping practices for fleet maintenance, material storage, sediment control, street sweeping, etc. (Harold & Jeni)
 - Review stormwater ordinance and revise if necessary to meet DEQ standards. (Kaity & Jeni)
5. **Fish Passage** – Bear Creek Dam fish passage design – Grant with the Oregon Water Department in the amount of \$177,050. Project should be finished by December 2024. (Jeni) **UPDATE: 10/25/2023 – OWRD awarded \$177,050, first two reports have been filed. Field work to be completed by the end of December, then alternative development, geotechnical investigation and dam safety analysis to be completed by March 2024.**
 6. **Small City Allotment Grant** - \$250,000, from ODOT. If the city gets this grant a supplemental budget will need to be done since we did not budget to do this work. No match is required for this grant. The goal is to get a section of Applegate fixed since this project was already approved for this grant two years ago, showing it met the SCA requirements. Moving forward, other roads will be identified and prioritized so the city is ready to apply for future SCA grants. (Harold, Jamie, Daniel, Jeni & Loree Pryce, PE) **UPDATE: 10/25/2023 – ODOT awarded \$250,000, waiting for contract, then core samples will be done. At this time, no supplemental budget will need to be done as originally reported.**
 7. **Oregon Safe Routes to School grant** –The project will take a minimum of two years to complete. First step is to apply for the grant that covers identifying the routes to school, which will be done by a design company the state of Oregon requires the City to use. Once this happens, the plan will be brought before council for approval. Then the second part of the grant, construction, will be applied for. Both of these grants are through ODOT. There is also an education grant that we are looking into. This project will require collaboration between the City, school district and citizens in the route areas. (Melissa & Jeni) **UPDATE: 10/25/2023 – Grant cycle opens in January 2024.**
 8. **Camping on Public Property Ordinance** – Currently working with the city attorney, CIS attorney and council to develop an ordinance that is in compliance with House Bill 3115. (Council & Jeni) **UPDATE: 10/25/2023 – Ordinance approved – need to install a gate. As this area starts getting used signage may need to be added.**
 9. **Water Infrastructure Projects** – This project is in its beginning stages and the following has been identified as needs. (Harold, Daniel & Jeni)
 - Replacing water meters.
 - Replacing all A/C lines. There are approximately 6 blocks.
 - Surveying all water lines including customers side and report findings to the state. This is a requirement and due by December 2024. OHA is wanting to identify all lead lines.
 - Water loss study. **UPDATE 10/24/2023: In process**
 - Water meter audit.
 - New dock, pump and motor at water plant.
 - Waterline replacement at water plant.
 - PLC Upgrade approved in the FY24 budget. **UPDATE 10/24/2023: In process**
 - Replace chlorine generator.
 - Add outdoor lighting and cameras to the water plant.
 - Add a chlorine sampling station at first user.

- Raw water line between reservoir and water plant will need to be replaced within the next few years. Looking for grant funding to do this. **UPDATE: 10/24/2023 COST IS APPROXIMATELY \$122,150.00**
10. **Old City Hall Demolition** – Project should be complete by the end of Fiscal Year 24. All staff will be helping to move items out of the building that need to be saved. Project timeline has been put together and Habitat for Humanity will remove items they can salvage. (Jeni & LCOG) **UPDATE: 10/25/2023 – RFP process done, contract awarded, asbestos removal is done and demolition will be in December or January.**
 11. **New City Hall Design** - Working with Dyer Engineering to ensure what the city requires in a new city hall will fit into a one-story building. Once that is determined the plans will be brought before council to discuss what else should go into any empty space. Once Council approves an initial design layout, Council needs to decide if an architect or engineer is needed to draw blueprints and estimate building costs. (Council, staff, Dyer Engineering & Jeni) **UPDATE: 11/1/2023 – Staff is almost done identifying what is needed in the building. At this time there appears that there will be additional space that isn't needed for daily operations so ideas will be brought before council soon to start having conversations around what else can or should be in the new city hall.**
 12. **Housing Rehabilitation Fund** - is being reviewed to see if staff can manage this program in house. (Melissa & Jeni)
 13. **Economic Development Fund** - currently being managed by the CCD and costs the City over \$800 per month. We have determined that these loans can be managed by city staff and will transition from the CCD to the city in July 2023. The CCD will continue to set up any new loans. A new contract needs to be created. (Melissa & Jeni) **UPDATE: AUGUST 2023, DONE - Savings of \$9,600 annually.**
 14. **Pole Replacement Project** (Jamie, Harold & Daniel) **UPDATE: 10/25/2023 – Work is scheduled to begin soon. Jamie is working with the contractor to finalize the scope of work to ensure it remains within the reduced budget.**
 15. **Reclosure Replacement Project** - Substation. (Jamie and Harold) **UPDATE: 10/26/2023 – Estimated delivery date for reclosures is 12/31/2023.**
 16. **Electric Rate Study** - Review for possible price increase. Results of the review will be presented to Council. (Jeni) **UPDATE: 10/1/2023 – Estimated cost to do study is \$15,000. I'm looking into some state programs that might be able to do this for free or at a significantly reduced cost.**
 17. **Catch Basin Installation** - Taking place at the end of the sidewalk on the North side of Moreland Ave. At the end of the sidewalk there is a huge drop off. This is located close to the baseball field parking lot. (Harold and Daniel) **UPDATE: 10/25/2023 – Catch basin is installed, need to pour a small section of sidewalk to complete the project.**
 18. **Vision Metering** – This project that has been going on for over two years and has yet to be completed. The issue lies with the integration between Vision and Caselle. Once completed new electric meters can be read at City Hall, eliminating staff from driving and walking around town to read meters. (Harold, Jamie, Daniel, Leanne, Penny & Jeni) **UPDATE: 10/25/2023 – Changing out all residential electric meters has been approved by council with funds coming out of the pole replacement project. The plan to change out all electric meters is being worked on.**
 19. **All Hazards Emergency Management Plan** – This is being worked on with Douglas County. Once this plan is complete, deficiencies may be identified that the city will need to work on. (Douglas County & Jeni) **UPDATE: 10/24/2023 - Almost complete.**

20. **Tree Ordinance**- This ordinance will prevent trees from being planted that grow into the city's power lines which will help with our wildfire mitigation plan. (Jamie & Jeni) **UPDATE: 10/13/23 - Jamie and I have had discussions but have been limited on time. We are hoping to have this in front of council by January.**
21. **Water Master Plan** – A grant for \$20,000 was applied for and we are waiting to hear if we received it. (Jeni) **UPDATE: 10/24/2023 An additional grant has been identified for \$11,524 that would cover the seismic assessment required in the water master plan. If both grants are awarded the city would receive \$31,524 covering a portion of the total project cost of \$60,300. If there are large seismic concerns, a structural engineer would need to be hired, increasing the cost. Council approved \$75,000 in the budget for this project so there is room in the budget if this happens. We hope to hear if these grants are awarded by March 2024.**
22. **2021-2022 Audit** - Currently being worked on and the 2023-2024 preliminary work has started. (All office staff) **UPDATE: 10/25/2023 – Auditors will be working on the audit the week of November 13, 2023.**
23. **Sale of City Lot** - Under contract with TLB Holdings. Agreement comes due July 26th, 2023. (Jeni) **UPDATE: 10/25/2023 – Extended contract for one year. Revisit in June 2024.**
24. **Cyber Security** - CIS has minimum requirements to obtain better coverage. Working with IT on meeting the list of requirements. (Systech & Jeni)
25. **SLFRF Funds Proposal** - How to use the remaining funds? Staff recommendation for use of these funds is to cover parts of the water infrastructure projects. These funds need to be committed by December 2024 and expensed by December 2026. Once the proposal is put together it will be brought before council for approval. (Harold, Daniel & Jeni)
26. **Covered Bridge Project** – First step - Analysis of work already done, identify funding sources and any new inspections that are required. Get everything in order so the City is ready to apply for grants. (Kaity & Jeni) **UPDATE: 10/25/2023 – Kaity is reviewing work already done, identifying resources and next steps needed.**
27. **Adding a Business Directory** - On the City's website to promote local businesses. This is being done as part of the city's commitment to help support and promote local businesses as stated in the business license ordinance. (Melissa & Jeni) **UPDATE: 10/25/2023 – All businesses with Drain business licenses are now listed on the website. Hyperlinks to the businesses Facebook or website have been added. Next year's application will have a section added so businesses can list their social media links for the city's business directory.**
28. **Lease Agreement with the N. Douglas School District** - Lease the land near the baseball field and the section that goes into the lower field at the elementary school. **UPDATE: 10/25/2023 – This is being discussed in School Board meetings.**
29. **Steps at Civic Center** – Most of the cement steps are crumbling. **UPDATE: 8/15/2023 – Contacted three contractors, all said they would give a quote but none did. UPDATE: 9/15/2023 - Called three new contractors. One came and took measurements at the end of September and said they would send a quote but never did and the other two never showed up. Once quotes can be obtained, this will go before council.**
30. **Volunteer Management Binder**- This will have all necessary paperwork to volunteer with the City, and have a list of volunteers and what they are interested in helping with. (Kaity & Jeni)
31. **Backflow (cross connection) Compliance & Ordinance Update (ADDED 10/1/2023)** – The City is required by DEQ to ensure all backflow devices are tested in our water infrastructure. The City has a program in Caselle that tracks this, however, it wasn't being used as designed. Melissa and

Daniel are working on setting up Caselle properly to ensure all letters are sent timely so state requirements can be met. In addition, the ordinance and written plan need to be updated and the goal is to have a new ordinance to council by February 2024. (Daniel & Melissa)

As the above projects are completed the following projects have been identified as “next to be done”.

1. Covered bridge restoration – Step Two.
2. Succession planning.
3. Civic Center landscaping.
4. Oregon Mainstreet Revitalization Project. **UPDATE: 10/24/2023 KAITY FOUND A CONTACT FOR THIS PROGRAM SO DISCUSSIONS ARE TAKING PLACE TO SEE IF THIS IS A GOOD FIT FOR DRAIN.**
5. Light post project – Chamber led project to install new light posts in the downtown area, made and designed locally.
6. EV Stations.
7. Footbridge repairs.
8. Franchise fee’s review.
9. Pole attachment fee’s review.
10. New public works facility – currently no bathroom- maybe add onto the wastewater treatment plant.
11. Sell surplus equipment.
12. Update street maintenance plan.



STAFF REPORT

Subject: ODOT Town Hall – W. B Ave. and S Cedar

Date: November 3, 2023

Prepared By: Jeni Stevens

Background: In the June 2023 regular council meeting it was reported that ODOT had not made a final decision about the stop sign located at W. B Ave. & S. Cedar.

Update: ODOT has now scheduled a town hall meeting to discuss with the stop sign with the community and get feedback. The meeting will be held at the Civic Center on November 15th from 6:30 to 7:30 PM.

Financial Impact: None



Nov. 8, 2023

DAN LATHAM, PIO
(541) 817-5200
Dan.Latham@odot.oregon.gov

Drain open house to consider Oregon 38 stop sign

DRAIN – ODOT will host an open house from 6:30-7:30 p.m. on Wednesday, Nov. 15, to discuss the eastbound Oregon 38 stop sign at Cedar Street (Oregon 99).

The event will be held in Drain at the Civic Center Community Hall, 205 W. A Ave.

Stop signs are rarely placed on state highways, and ODOT staff believe the sign is a factor in many crashes and near crashes at the intersection.

At the meeting, ODOT staff will discuss the stop sign, explain recent efforts to improve safety and the flow of traffic, and answer questions from the community. Comment cards will be provided.

ODOT staff will review feedback from the community before making any traffic control changes at the intersection.

For more information, contact ODOT Public Information Officer Dan Latham at 541-817-5200 or Dan.Latham@odot.oregon.gov.

##ODOT##