

**City of Rainier
Budget Committee Meeting Minutes
May 16, 2022
Rainier City Hall
6 p.m.**

City Administrator W. Scott Jorgensen called the meeting to order at 6:07 p.m.

Budget Committee Members Present: Mike Avent, Connie Budge, Jerry Cole, Nick Gratzner, Jeremy Howell, Jan Kenna, Mike Kreger, Ethan Pearson, Jan Rich, Levi Richardson, Denise Watson

Staff Present: Sarah Blodgett, Gregg Griffith, W. Scott Jorgensen, Sue Lawrence, Summer Sears

Selection of Budget Committee Chair: Mayor Jerry Cole moved to nominate Nick Gratzner as chair. That motion was seconded by Jan Rich and adopted unanimously.

Public Testimony: There was no public testimony at this time.

2022-23 Budget Message: Jorgensen read the budget message into the record. He added that the budget is built on an assumed 4 percent cost of living adjustment for public works and clerical staff, but union negotiations are ongoing.

Presentation of Proposed 2022-23 Budget: Jorgensen said there are no major changes to the general fund. The fund includes the police department budget, and Police Chief Gregg Griffith gave an overview of that. There are no major changes to that budget. The department requested a new vehicle last year but is not doing that this time. There are no major changes to the debt service fund. Public Works Director Sue Lawrence said that the line items for lab supplies and chemicals in the sewer fund are increased by \$10,000 because the costs have gone up. Jan Spika asked about the seasonal worker position that was included in the proposed budget. Lawrence said that worker would do maintenance around city facilities, such as weeding and mowing. That worker is typically hired through a temp agency. Public works didn't have that position in the current budget because the department hired a plant operator. The worker would be on staff for the summer. There were no major changes to the water fund. Sears said the proposed timber fund budget needed to be adjusted to reflect the most recent timber sale. She suggested adjusting the beginning fund balance to \$1.7 million to add the estimated \$500,000 that the city profited from that sale. It would go under the line reserved for future use. Mayor Jerry Cole said the line for property purchase reserve would also have to be adjusted, as a percentage of the proceeds from that timber sale are required to go towards that line item. Budge moved to adjust the beginning fund balance from \$1.2 million to \$1.7 million. That motion was seconded by Kreger and adopted unanimously. Cole moved to adjust the property purchase reserve line item by adding \$25,000. That motion was seconded by Jan Spika and adopted unanimously. Lawrence said the only major change to the street fund was an increase for street signs. Spika asked about the increase in the overtime line item. Lawrence said that same figure should have been in the previous year's budget. It goes towards covering the costs of responding to emergency calls for events such as downed trees and road sanding. For the special projects fund, Lawrence said it

includes improvements to city hall and park facilities. The actual work covered under that will depend on direction received from the city council. It may include new roofing for the senior center and city hall and the public works shop. There's a line item for a new mower. The current one is 18 years old and falling apart. Ethan Pearson asked about the city hall improvements. Lawrence said they could include a break room for staff, improvements to the council chambers and an emergency exit for administrative staff. For the sewer capital fund, Lawrence said there are still funds relating to the A Street project because the city has not been invoiced for it. Jorgensen said this fund includes some of the federal American Rescue Plan Act allocations that were sent to the city. A second installment will be received and those funds will go towards achieving compliance with the Department of Environmental Quality. Lawrence said funds are budgeted for continued Inflow and Infiltration work, as well as wastewater equipment and upgrades to the SCADA computers. The water capital fund includes a new line item for insurance reimbursement to repair the water treatment plant facility, which was damaged in a fire in the fall of 2021. There are also allocations for system improvements that were recommended under the water master plan update. Those include water line upgrades. For the transportation capital improvement fund, Jorgensen said the city will be eligible to apply for state Small City Allotment grants again. The city had previously received those, and had to spend them on projects before applying for the next round of funding. Those projects have since been completed. Lawrence said she would like to add a \$40,000 line item for vehicle replacement. The department's utility truck is from 1996. That \$40,000 could be offset by reducing the line item for city street improvements by the same amount. Spika asked if that would be enough. Lawrence said it would be \$120,000 total, split between three funds. Public works could also get a mini-excavator. The department currently rents those when they're needed. There isn't currently a fleet replacement fund. Spika moved to take \$40,000 from the street improvement line item and add it to a new line item for vehicle and equipment replacement. That motion was seconded by Pearson and adopted unanimously. Cole pointed out that the \$40,000 for vehicle and equipment replacement is zeroed out in the water capital improvement fund. Pearson moved to take \$40,000 from the water treatment site improvement line item in the water capital improvement fund and put it towards the vehicle/equipment replacement line item. That motion was seconded by Kreger and adopted unanimously. Jorgensen said there were no major changes to the library trust fund. Sears suggested adding an agenda item so public testimony can be taken on state revenue sharing. Committee members agreed by consensus.

Public Testimony on State Revenue Sharing: Candis Forrest testified that she agrees with the city receiving those state shared revenues.

Motion to approve the 2022-23 Budget by the Budget Committee—Kreger moved to approve the budget as amended. That motion was seconded by Jeremy Howell and adopted unanimously.

Motion to authorize a tax rate of \$5.2045 per \$1,000 assessed valuation, and \$503,333 for the Wastewater Treatment Plant debt payment General Obligation Bond—Kreger moved to authorize the tax rate of \$5.2045 per \$1,000 of assessed valuation and \$503,333 for the Wastewater Treatment Plant debt payment General Obligation Bond. That motion was seconded by Levi Richardson and adopted unanimously.

Cole moved to adjourn the meeting. That motion was seconded by Spika and adopted unanimously. The meeting was adjourned at 7:16 p.m.

Jerry Cole, Mayor

Attested by: _____
W. Scott Jorgensen, City Administrator

DRAFT

**City of Rainier
Regular City Council Meeting
May 2, 2022
6 p.m.
Rainier City Hall**

Mayor Jerry Cole called the Regular Council Meeting to order at 6 p.m.

Council Present: Connie Budge, Scott Cooper, Robert duPlessis, Jeremy Howell Mike Kreger, Levi Richardson and Denise Watson

Council Absent:

City Attorney Present: No

City Staff Present: Sarah Blodgett, City Recorder; Gregg Griffith, Police Chief; W. Scott Jorgensen, City Administrator; Sue Lawrence, Public Works Director

Flag Salute

**OPEN PUBLIC HEARING REGARDING ORDINANCE 1082-ACCEPT
PUBLIC COMMENT-CLOSE PUBLIC HEARING**

Mayor Jerry Cole opened the public hearing at 6:01 p.m. No comments were received. The hearing was closed at 6:02 p.m.

**OPEN PUBLIC HEARING REGARDING ORDINANCE 1083-ACCEPT
PUBLIC COMMENT-CLOSE PUBLIC HEARING**

Cole opened the public hearing at 6:02 p.m. No comments were received. The hearing was closed at 6:02 p.m.

**OPEN PUBLIC HEARING REGARDING ORDINANCE 1084-ACCEPT
PUBLIC COMMENT-CLOSE PUBLIC HEARING**

Cole opened the public hearing at 6:03 p.m. No comments were received. The hearing was closed at 6:04 p.m.

**OPEN PUBLIC HEARING REGARDING WATERFRONT MIXED USE TEXT
AMENDMENT-CLOSE PUBLIC HEARING**

Cole opened the public hearing at 6:04 p.m. No comments were received. The hearing was closed at 6:04 p.m.

Additions/Deletions from the Agenda: None

Mayor's Address:

Visitor Comments: There were no visitor comments at this time.

Consider Approval of the Consent Agenda

Consider Approval of the April 4, 2022 Regular Council Meeting Minutes—Council President Mike Kreger moved to approve the consent agenda. That motion was seconded by Councilor Scott Cooper and adopted unanimously.

New Business

- a. Presentation by Paige Diaz, Teen Specialist Supervisor for CASA for Children—Diaz said that CASA volunteers advocate for children in foster care cases. The organization has three staff members and 53 advocates in the county for the 120 children who are in such care. The program's volunteers are vetted. CASA is almost able to meet all of the needs in the county but is always seeking more volunteers.
- b. IGA with Rainier School District #13 Providing the Contracted Service to Manage the City Library—Superintendent Joseph Hattrick said it's been a great partnership, and the library and its services have been improved. The IGA is set to expire June 30. Librarian Colette Nordstrom is scheduled to retire at the end of May, and he thanked her for her efforts. The district is willing to continue to work with City Administrator W. Scott Jorgensen to keep the costs of library services in line with where they currently are. The district will be posting, recruiting, hiring and training for Nordstrom's replacement. Jorgensen said he and Hattrick have been talking about the IGA. They wanted to get direction from council on some of its provisions. Would council like to include language about evening hours? Cole said he wants to see some evening hours, maybe twice a week, like Mondays when council meetings are held. He likes having Saturday hours, but it doesn't have to be every Saturday. Council President Mike Kreger agreed. Cooper said the library needs to be open outside of normal business hours. Councilor Connie Budge said Nordstrom has done a good job and made the library a delightful place to go. She asked if the librarian position was under a union contract, which personnel policies and procedures are followed for it and what the grievance procedures are. The issue of supervision should be addressed in the IGA. If there's a complaint, who does that go to? What is the role of the library board? She appreciates the IGA and feels it's a valuable asset to the community. Hattrick said the IGA can clarify those issues. He is currently the librarian's direct supervisor but that is going to be changed. The librarian position is currently under the union contract. Jorgensen said the library board will meet the following Saturday and one of the agenda items is selecting a member to represent that body on the interview panel for the new librarian. He and City Recorder Sarah Blodgett will represent the city on that panel. Hattrick said he will be posting the librarian position on the district's website this week.
- c. Day Wireless Communication Site Land Lease—Kimberly Boswell said the company has had its lease with the city for over 30 years. It's for a radio tower located on one acre on Rainier Hill. The company pays

annual rent for it and is seeking a reduction. The rent was \$1,000 per year in 1992 and has gone to up to \$11,000 per year. That is more than the revenue that the company has received from the tower's use. The ask is for the profit sharing to be increased from 27 and a half to 35 percent. It would amount to around \$565 per month. Cole said the tower business has changed and there aren't as many customers now. Profit sharing is the best option. If the company gets more customers, the city receives more revenue. Cooper agreed. Boswell said the lease amounts are subject to four percent annual increases and the city would receive 35 percent of that. There was discussion about a termination clause. Budge moved to approve the proposed changes, with a \$500 per month minimum of rent to be received by the city. That motion was seconded by Kreger and adopted unanimously.

- d. Consider Approval of Budget Calendar—Kreger moved to approve the budget calendar. That motion was seconded by Cooper and adopted unanimously.
- e. Resolution 22-05-01—Adopting City Procurement Policy and Repealing Resolution No. 19-12-09—Jorgensen explained that the city's current procurement policy has a lower limit than that set by the state. Under the city's standard, three bids must be received for projects \$5,000 or over. The state standard is \$10,000. This resolution would bring the city in line with state standard. The lower limit means that much administrative staff time is spent seeking multiple bids and also causes projects to be delayed. Cooper moved to approve the resolution. That motion was seconded by Kreger and adopted unanimously.
- f. First Reading of Ordinance 1087—Establishing Rules and Regulations for Recreational Vehicles

Unfinished Business

- a. Riverfront Trail Update—Lawrence said it was the wettest April on record, which delayed work on the project. But the contractors should be on site the following day pouring concrete for the footing. Paving work on the pathway is scheduled for the week of May 23.
- b. Fox Creek Update
- c. Senior and Multigenerational Housing—It was agreed by consensus that a committee would be formed after the budget process is completed.
- d. Parks Committee Master Plan Recommendation—Lawrence said the \$35,000 for the master plan could be funded through the park improvements and plan line item. Cole asked if it would be enough to cover the total amount. Lawrence said part of it would come out of the current fiscal year budget and the remainder would be in the next one. Budge moved to approve the committee's recommendation that the plan be conducted. That motion was seconded by Kreger and adopted unanimously.
- e. Second Reading of Ordinance 1086—Adopting the Codification of the Rainier Municipal Code Enforcement Procedures—Kreger moved to

adopt the ordinance. That motion was seconded by Cooper and adopted unanimously.

- f. Emergency Operations Plan Signature Page—Kreger moved to approve the updated signature page. That motion was seconded by Cooper and adopted unanimously.

Staff Report—Police Chief Gregg Griffith said the background investigation and testing into the new officer recruit should be done in about six weeks. Lawrence said the April 22 DEQ inspection went well. She should have a bid for the water treatment plant roof replacement soon, along with estimates to retrofit the pumps. The door project for the public works shop should be starting this month. Blodgett said that Dana Potter had her first day as the new utility billing clerk and is being trained by current clerk Darlene Lavelle. Jorgensen said he and Lawrence attended the Fox Creek culvert passage pre-consultation meeting March 29. He's been meeting with Hattrick about the library IGA and spoke with a representative of the Oregon Water Resources Department about possible state funding to shore up the wooden dam in the city's watershed. Staff conducted panel interviews for the utility billing clerk position April 12 and 13 and he began advertising for the vacant planning commission position. Jorgensen also met with Rep. Suzanne Webber, city forester Patrick McCoy and Paul Vogel from Columbia Economic Team. Staff has been working on the budget and union negotiations have started. He's finalizing arrangements for the May 29 bridge dedication event.

Council Reports—Cooper announced that an ice cream social was planned at the senior center the following Wednesday afternoon. The center had a bit of recent vandalism, with a couple of signs being destroyed. Jorgensen said staff has discussed having more security cameras up around city facilities. Perhaps that can be brought up during the budget committee meetings. Councilor Denise Watson mentioned that some inoperable vehicles had been placed on a vacant lot in town. Griffith said he contacted the property owner and most have been removed. Budge said public works staff did a good job of responding to the recent weather events. She met with McCoy at the city watershed and looks forward to the budget committee meetings. Kreger said he reached out to the VFW about sponsoring banners on Veterans Way. He plans to attend the League of Oregon Cities meeting at Bay City the following Friday. Cole said he attended the KLTV board meeting. Now that the council meetings are broadcast on cable, he would like to change the city's agreement with KLTV to a franchise model. It will provide an opportunity for more locally generated content and won't cost anymore. Barry Verrill from KLTV will be at the next council meeting to discuss.

City Calendar/Announcements—Cole said the first budget committee meeting is scheduled for May 16. The next council meeting will be June 6. Jorgensen said the bridge dedication will be May 29 from 2 to 4 p.m.

Cole adjourned the regular council meeting at 7:18 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

DRAFT

**GRANT AGREEMENT
FOR LIBRARY SERVICES
Josephine County**

This Agreement is made by and between JOSEPHINE COUNTY, a political subdivision of the State of Oregon ("County"), and JOSEPHINE COMMUNITY LIBRARIES, INC., a public benefit nonprofit corporation ("Grantee").

WHEREAS ORS 357.410 allows Counties to contract with a private corporation for the purpose of providing free use of the library for the residents of the local government unit, under such terms and conditions as may be agreed upon; and

WHEREAS County and Grantee have entered into a Memorandum of Understanding dated October 29, 2008 which sets forth the understandings of the parties with regard to further efforts toward reopening the County libraries as a public-private partnership, and which provides that the parties shall enter into a Grant Agreement which sets forth the parties' agreement of the scope of services to be provided by Grantee in operating and managing the Josephine County Library System;

WHEREAS, pursuant to Section 4 of the Memorandum of Understanding, Grantee has submitted to County its business plan for the operation and maintenance of the Josephine County library system, and such plan has been approved by County;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement shall begin on December 9, 2008 and shall continue until December 31, 2011 unless otherwise terminated or amended as provided herein.
2. **DEFINITIONS:** As used in this Agreement, the following words and phrases shall have the indicated meanings:
 - 2.1 "Business Plan" means that certain plan submitted by Grantee to the Board of County Commissioners dated November 11, 2008 for the operation of the Josephine County Library System.
 - 2.2 "Collection" or "Collections" means all library materials customarily found in public libraries, including but not limited to books, periodicals, newspapers, microfilms, electronic database subscriptions, and audio and video materials.
 - 2.3 "County" means Josephine County, Oregon, its officers, agents, and employees.
 - 2.4 "Grantee" means Josephine Community Libraries, Inc., its officers, agents, and employees.
 - 2.5 "Services" means those Services provided by Grantee for the operation, administration, and maintenance of the Josephine County Library System, as listed in Section 4 of this Agreement.
3. **CONTRACT ADMINISTRATOR:** The Board of County Commissioners or their designee shall have the authority to administer this Agreement on behalf of the County.

4. **SERVICES:** Grantee shall provide Services to County as necessary for the operation of the Josephine County Library System, and shall perform all acts necessary to administer the Library System in accordance with ORS 357.400 et seq. and in accordance with Grantee's business plan. Grantee shall have general operational responsibility for the operation of the libraries subject, however, to the general oversight by County pursuant to the relevant provisions of ORS 357, and County shall establish and maintain all instrumentalities of governance of the public libraries as required by Oregon law. Grantee shall perform the Services in accordance with generally accepted professional practices and standards and according to the requirements of applicable federal, state and local laws.
- 4.1 **Reopening of Libraries:** Grantee shall open the main library located in Grants Pass first, and shall open the library branches at Cave Junction, Williams, and Wolf Creek as sufficient resources are raised.
- 4.2 **Labor:** Grantee shall provide all labor, staff, employees, and volunteers deemed necessary for the operation of the Library System, and shall be solely responsible for the appointment, hiring, and selection of all staff and employees to perform Services under this Agreement. Grantee shall retain all rights to hire and terminate the employment of its staff in accordance with state and federal laws, rules, and regulations. All costs and expenses of Grantee's staff whatsoever shall be the sole responsibility of Grantee. All training, supervision, and management of employees and volunteers shall be the sole responsibility of Grantee.
- a. Grantee, as deemed appropriate in its sole discretion, shall provide adequate staffing levels to reopen and operate the branch Libraries and to administer and maintain library operations.
- b. Grantee shall notify County of the appointment of all management level library staff, and shall keep County informed of any changes in management staff.
- 4.3 **Library Operations:** Grantee shall perform all acts necessary to provide and make accessible to the public free use of library and information services to patrons of all ages, including managing and overseeing all operations of the library system, hours of operations, and user policies. Grantee shall provide assistance to the public in the use of Library resources, and shall provide circulation, information and reference services to the public as funds allow.
- 4.4 **Information Technology:** Grantee shall purchase, install and support sufficient hardware, software, network, telecommunications and other resources and information technology systems for library operations and public use as funds allow.
- 4.5 **Collections:** Grantee shall provide materials on a wide variety of subjects in varied formats for all age groups in accordance with generally accepted professional practices and standards.
- a. **Acquisition:** Grantee shall be responsible for acquisition of collections. All collections purchased prior to the date of the commencement of this Agreement shall remain the property of County. All collections purchased after the date of the commencement of this Agreement shall be the property of Grantee.
- b. **Disposal:** Grantee shall be responsible for maintaining the collection in accordance with generally accepted professional practices and standards. Any

collection materials which are the property of County and which are deemed by Grantee to be ready for weeding out of the collection shall be discarded only after written approval or Order from the County, and in accordance with County's rules and policies governing disposal of County surplus property.

- 4.6 **Programs:** Grantee shall provide educational, recreational and cultural programs of interest to all age groups as funds allow.
- 4.7 **Community Involvement:** Grantee shall develop and maintain effective working relationships with groups and members of the community, including but not limited to the Library Foundation and Friends of the Library.
- a. **Library Board of Trustees:** Grantee acknowledges that the Josephine County Library Board of Trustees has been delegated certain responsibilities by the Board of County Commissioners, and agrees to work with the Library Board of Trustees in providing Services under this Agreement.
- 4.8 **Materials, Equipment and Furnishings:** County shall provide, and Grantee shall have use of, those materials, equipment and furnishings listed in Exhibit A, attached hereto and incorporated herein, which shall remain the property of County. All other materials, equipment and furnishings purchased by Grantee shall become the property of Grantee with the exception of fixtures, which shall become the property of County, unless otherwise required by applicable grants. All surplus materials, equipment and furnishings of County shall be disposed of only after written approval or Order from the County, and in accordance with County's rules and policies governing disposal of County surplus property.
- 4.9 **Supplies:** All supplies, including but not limited to paper, pencils, rubber bands, paperclips, scissors, etc. contained in each library building shall become the property of Grantee, unless such supplies are listed in Exhibit A.
- 4.10 **Buildings:** County shall provide the library buildings in which to perform the Library Services in accordance with the terms of separate Lease Agreements.
- 4.11 **Licenses:** Grantee and its agents and employees shall hold all licenses, certificates, authorizations, and other approvals required by applicable law to provide Services, and shall maintain such licenses and certificates in good standing for the duration of this Agreement. Grantee shall provide County with copies of licenses and certificates upon request.
- 4.12 **Wolf Creek Library:** The parties acknowledge that the Wolf Creek Library is subject to certain terms and conditions of Community Development Block Grant number C01014, and that this Agreement and all other agreements and leases between the parties pertaining to the Wolf Creek Library shall be subject to those grant terms and conditions.
- 4.13 **Additional Services:** County acknowledges that Grantee may use space in the libraries to develop and implement new revenue generating services, such as services to the business community, retail sales (books, gifts, refreshments, etc.) and other fee based services to benefit the community. County will use its best efforts to assist Grantee in the promotion and implementation of these Additional Services. County shall have the final approval of all Additional Services, and such approval shall not be unreasonably withheld or delayed. Unless otherwise approved by County, the provision of these Additional

Services shall not substantially reduce the space or library services provided by Grantee prior to the implementation of these Additional Services.

5. **GRANT AWARD:** In consideration of the provision of Services herein, County shall grant to Grantee a sum equal to that amount of funds raised by Grantee as of November 30, 2008, not to exceed the sum of Three Hundred Thousand Dollars (\$300,000.00).
6. **PATRON LISTS:** Grantee shall not utilize County's patron list, library circulation records, or any other information identifying patrons of the Josephine County Library Services for any commercial use. Grantee shall not make such lists available to any other entity for any reason without the express written consent of the Board of County Commissioners or the patron.
7. **MEDIA AND PRESS RELEASES:** Both parties shall provide each other with such information as necessary to respond to media or public inquiries regarding the provision of library services. Both parties shall not speak publicly on behalf of the other party without the other party's express prior consent.
8. **MARKETING:** Grantee and County shall disseminate information and promote the use of the library, resources and services. All expenses of advertising and marketing shall be the responsibility of Grantee.
9. **POLICIES AND PROCEDURES:** Grantee shall maintain Policies and Procedures for operating the Library and performing services under this Agreement in conformance with generally accepted professional practices and standards, and in conformance with applicable federal, state and local laws. Grantee shall provide County copies of its Policies and Procedures upon request. All policies and procedures which affect County-owned property shall be approved by the Board of County Commissioners.
 - 9.1 **Collection of Fines:** Grantee shall have the authority to collect fines for overdue books in conformance with generally accepted professional practices and standards, and in conformance with applicable federal, state and local laws. All such fines shall become the property of Grantee.
10. **FUNDRAISING, GIFTS, BEQUESTS, DONATIONS, AND GRANTS:** Grantee shall conduct fundraising efforts for the reopening, operations and maintenance of the Josephine County Library System, and Grantee shall accept, upon approval of the Board of Directors of JCLI in accordance with its bylaws, any and all gifts, bequests, donations, and grants for such purposes. Grantee shall expend the revenue and funds contained in such gifts, bequests, donations and grants as deemed appropriate in its sole discretion, subject to any restrictions by the donor on the use of such funds. County shall provide reasonable non-monetary assistance to Grantee in obtaining grants and in fundraising activities.
 - 10.1 County and Grantee shall apply to the State of Oregon for grant funding for libraries pursuant to ORS 357.740 et seq., and for other available grant assistance from third-party grantors. County shall pass through the full amounts of such funds received for libraries to Grantee in a manner consistent with the terms of such grants and applicable law. Where appropriate or required by third-party grantors, County shall act as designee or conduit of information or funds, which shall be passed through County without an assessment or administrative fee.
11. **PROPRIETARY INFORMATION:** During the term of this Agreement, Grantee may be exposed to information regarding the identity of County's patrons, County may be exposed to information

regarding Grantee's employees and other proprietary information, and either party may be exposed to other information designated in writing by the disclosing party as "Confidential." Each party shall: 1) Use the same care to protect the other party's Confidential Information from disclosure that such party uses to protect its own information of like importance; 2) Limit duplication of Confidential Information to only the extent needed to perform this Agreement; and 3) Disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure.

12. OWNERSHIP OF DOCUMENTS: All reports, findings, data, documents, or other work product compiled, assembled, or produced by Grantee in connection with this Agreement shall remain the property of the County.

13. RECORDS MAINTENANCE AND AUDIT:

13.1 Maintenance of Records: Grantee shall maintain records which adequately identify the source and application of funds provided for provision of Services. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and expenditures.

13.2 Expenditure Records: Grantee shall document the expenditure of all funds paid to Grantee under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Grantee under this Agreement were expended.

13.3 Right to Review and Monitor: County shall have the right to review and monitor the facilities, programs, policies and procedures, performance data, financial records, and other similar records pertaining to this Agreement at any reasonable time during the term of this Agreement, and for three (3) years following the termination of this Agreement. Upon reasonable request, Grantee shall make available to County copies of all documents, papers, files, and reports necessary for audit purposes.

13.4 Retention of Records: Grantee shall retain and keep accessible all documents and records that are directly related to the provision of Services under this Agreement and funds paid to Grantee, including financial records, operations records, supporting documents, statistical records, and other records pertinent to the library systems for a minimum of three (3) years or such longer period as may be required by OAR 166-150-0140 et seq., OAR 166-020-0005 et seq., or other applicable law. If there are unresolved audit or other questions at the end of the three-year period, Grantee shall retain the records until such questions are resolved.

14. REPORTS:

14.1 Oregon Public Library Statistical Report: Grantee shall provide County with all statistical information necessary to meet State reporting requirements, including but not limited to annual Oregon State Library Reports.

14.2 Grants: For each grant awarded to Grantee from sources other than County, Grantee shall submit to County an annual report containing information on the services provided and funds expended in providing services pursuant to that particular grant.

14.3 **Other Reports:** Grantee shall provide County with other reports as requested by County.

15. INDEPENDENT CONTRACTOR: Grantee shall perform the Services required by this Agreement as an Independent Contractor. Grantee shall not be deemed an officer, agent, or employee of County and shall not be entitled to any benefits from County that generally are granted by County to its employees, including but not limited to: vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation and retirement benefits. Grantee shall be responsible for all federal or state taxes and withholdings applicable to any compensation or payments paid to Grantee, its officers, agents, and employees, under this Agreement.

16. INDEMNIFICATION:

16.1 Grantee shall defend, indemnify, reimburse, and hold harmless County, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of Grantee in connection with the performance of any services under this Agreement.

16.2 County shall defend, indemnify, reimburse, and hold harmless Grantee, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County in connection with the performance of any services under this Agreement.

16.3 Grantee shall not be deemed an agent of County under the Oregon Tort Claims Act.

17. INSURANCE:

17.1 Each party shall maintain insurance coverage for its property, including collections, materials, equipment, and furnishings. Grantee shall immediately notify County of any loss or damage to County's property after such loss, and shall cooperate fully with all requests made by County's Risk Manager or designee. Grantee shall use its best efforts to monitor and protect County's property during the term of this Agreement.

17.2 Grantee shall, at its own expense, provide and maintain insurance for the duration of this Agreement as follows:

a. Workers' Compensation Insurance as required by law.

b. General Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage.

c. Automobile Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage.

17.3 Liability coverage shall be provided on an "occurrence" basis if it is available. "Claims made" coverage will not be acceptable unless Grantee cannot obtain occurrence coverage. County reserves the right to determine whether occurrence coverage is available.

17.4 All insurance policies must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon. The insurance policy shall provide that "Josephine County" shall include all authorities, boards, bureaus,

commissions, divisions, departments, districts, and offices of Josephine County and the individual members, employees and agents thereof in their official capacities.

- 17.5 All insurance policies shall be evidenced by Certificates of Insurance which shall be delivered to the County prior to disbursement of grant funds under this Agreement. Grantee shall provide at least thirty (30) days' written notice prior to any cancellation or material change of any insurance policy. Such written notice must be delivered to the County by certified mail, return receipt requested.

18. TERMINATION:


- 18.1 **Mutual Consent:** This Agreement may be terminated at any time upon mutual consent of both parties.
- 18.2 **For Convenience:** This Contract may be terminated by either party upon thirty (30) days' written notice.
- 18.3 **For Cause:** Either party may terminate this Agreement, effective upon delivery of written notice to the other party at such later date as may be established upon the occurrence of any of the following:
- a. If changes in state or federal law or regulations abrogate or disallow procurement of Grantee's Services under this Agreement;
 - b. If any letter of approval, license, or certificate required by law or regulation to be held by Grantee in order to provide services under this Agreement is denied, revoked, suspended, or not renewed; or
 - c. If a party fails to provide the Services required under this Agreement, and after receipt of written notice from the other party, fails to correct such failure within thirty (30) calendar days or such other period as may be required. Written notice shall specify the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, but curative action is undertaken with reasonable diligence, in good faith, to cure the breach as soon as practicable, then such breach shall not constitute a default.
 - d. If practicable, the parties shall endeavor to give notice of termination under this section thirty (30) days prior to the termination date, but failure to give notice within that time frame shall not invalidate the legal termination of this Agreement.
- 18.4 **Major Breach:** Either party may declare a default immediately upon the occurrence of a material breach by the other party. A material breach is one that substantially impairs the contractual relationship of the parties to provide Services in accordance with this Agreement. Material breaches include, but are not limited to:
- a. Acts or omissions that jeopardize the health, safety or security of any person;
 - b. Misuse of funds;
 - c. Intentional falsification of records;
 - d. Malfeasance by either party's officers, agents, or employees;

- e. Intentional refusal to comply with the provisions of this Agreement; and
 - f. A pattern of repeated non-material breaches.
- 18.5 In the event of a default, before a party may bring an action in any court concerning this Agreement, such party must first make a good faith effort to resolve the issue through mediation, negotiation or other non-binding alternative dispute resolution. Pending final resolution of a dispute, or pending termination of this Agreement, the parties shall proceed diligently with the performance of this Agreement unless otherwise notified in writing. If a default occurs and is not resolved, the injured party may elect to terminate this Agreement and pursue any equitable or legal rights and remedies available under Oregon law.
- 18.6 The rights and remedies of the parties provided herein are not exclusive and are in addition to any other rights and remedies provided by law.
- 18.7 Upon termination, Grantee shall deliver to County all documents, information, works-in-progress and other property that are deliverables under this Agreement.
19. **LIABILITY OF COUNTY:** The County's liability for monetary damages for breach of this Agreement shall, in the aggregate, be limited to no more than the amount of the grant awarded herein. In no event shall the County be liable to Grantee for any indirect, special or consequential damages, notwithstanding any notice of the possibility of such damages.
20. **WARRANTY:** Grantee warrants that it will perform the Services herein to the best of its ability with at least the care, diligence and expertise generally accepted in the library service industry.
21. **COMPLIANCE WITH LAW:** County and Grantee shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, including but not limited to:
- 21.1 **Nondiscrimination:** Grantee agrees that no person shall be denied Services or be discriminated against in the provision of Services on the basis of race, color, national origin, sex, religion, handicap or age. Both parties shall comply with: 1) Title VI of the Civil Rights Act of 1964; 2) Section V of the Rehabilitation Act of 1973; 3) the Americans with Disabilities Act of 1990 (Pub L No. 101-336); 4) ORS 659A.142; and all regulations and administrative rules established pursuant to those laws; and 5) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.
- 21.2 **Confidentiality:** Grantee shall maintain the confidentiality of patron records as required by applicable state and federal law except by operation of law. Grantee shall maintain confidentiality of all records, reports, or other information acquired under this Agreement that are exempt from disclosure under the Oregon Public Records Law (ORS 192.501 et seq.). Grantee shall not release any such information that is exempt from disclosure without the prior written consent of County or patron.
- 21.3 **Public Records:** Grantee acknowledges that it is subject to and shall comply with all applicable provisions of the Oregon Public Records Law for the provision of Services under this Agreement.
22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

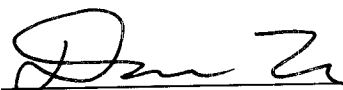
23. **VENUE:** Any claim, suit, action or other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Josephine County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.
24. **FORCE MAJEURE:** Neither County nor Grantee shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
25. **WAIVER:** No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.
26. **SEVERABILITY:** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
27. **FURTHER ASSURANCES:** The parties agree to promptly execute and deliver any such further instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Agreement.
28. **NOTICES:** Any communications or notices required under this Agreement shall be given in writing by personal delivery, or by certified mail, return receipt requested, to the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- | | |
|--|--|
| Grantee: | County: |
| Josephine Community Libraries, Inc.
Attn: Librarian
200 N.W. 6 th Street
Grants Pass, OR 97526 | Board of County Commissioners
Josephine County
500 NW 6 th Street, Dept. 6
Grants Pass, OR 97526 |
29. **ASSIGNMENT:** Grantee shall not assign or transfer any interest in this Agreement without the County's prior written consent.
30. **SUBCONTRACTS:** Grantee shall not enter into any subcontracts for any of the Services required under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
31. **CONFLICT OF INTEREST:** Grantee shall have no interest, direct or indirect, which will conflict in any manner with the performance of Services under this Agreement.

32. **NO THIRD PARTY BENEFICIARY:** County and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
33. **AMENDMENT:** This Agreement may be amended or modified at any time upon the written Agreement of both parties, signed and secured in the same form and manner as below.
34. **ENTIRE AGREEMENT:** This Agreement with the attached Exhibit A, and the Lease Agreement for the library building executed herewith constitute the entire Agreement between the parties, and supercede any previous promises, representations, agreements, conditions or understandings between the parties, including the Memorandum of Understanding and the Temporary Use Permit. There are no other promises, representations, agreements, conditions or understandings, either oral or written, between the parties other than those set forth or expressly referred to in this Agreement or the Lease Agreement.

GRANTEE
JOSEPHINE COMMUNITY LIBRARIES, INC.

By: 

JOSEPHINE COUNTY
BOARD OF COUNTY COMMISSIONERS


Dave Toler, Chair


Dwight F. Ellis, Vice Chair

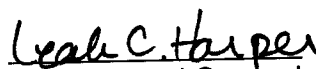
Absent at Signing

Jim Raffenburg, Commissioner

Date: 12-4-08

Fed ID# 26-1114708

Date: 12/8/08

Reviewed as to form: 
County Legal Counsel

JOSEPHINE COUNTY LIBRARY
INVENTORY OF CAPITAL ASSETS

		Main Library		Verified Tag No. 11/14/2008	Item Description, Source	Location (11-14-08)	Purchase Price (if known)	First Inventory Date
				X	Audio/Video Tape Eraser, Cataloging - Geneva			7/1/2002
				X	Radio Cassette Recorder Stereo - Panasonic			7/1/2002
				X	Typewriter, Correcting - IBM			7/1/2002
				X	Chair, Fabric Directors - Blue	Storeroom		7/1/2002
				X	Chair, Folding Director - Green			7/1/2002
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Credenza			1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige			1/1/1995
					Glass Tank, 2 Gerbils	Childrens		1/1/1995
				X	Glass Tank	Ben Bones small office		1/1/1995
				X	Glass Tank	Ben Bones small office		1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige	Childrens		1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige			1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige			1/1/1995
				X	Display Rack, Paperback	Circulation		1/1/1995
				X	Display Rack, Paperback	Circulation		1/1/1995
				X	Display Rack, Paperwork	Circulation		1/1/1995
				X	Typewriter Stand, Laminated Wood	Business Office		1/1/1995
				X	Gray Fabric, Half Wall Divider			1/1/1995
				X	Gray Fabric, Half Wall Divider			7/1/2002
				X	Glue Machine (for binding)			7/1/2002
				X	Chair, Secretarial, Fabric - Orange			7/1/2002
					Rectangle Table, White Metal, Children	Mending Room		7/1/2002
					Table, Round Child's - Wood			7/1/2002
				X	Table, Round Child's - White			7/1/2002
				X	Table, Round Metal Child's - White			7/1/2002
				X	Desk Top Bookcase, Wooden	Childrens		7/1/2002
				X	Desk Top Bookcase, Wooden Childrens (Found One with NO TAG)			
				X	Book Display Cart on Wheels, Wooden	Circulation		7/1/2002
					Chair, Wooden, Blue Seat	Childrens		7/1/2002
					Chair, Wooden, Blue Seat	Childrens		7/1/2002
				X	Mobile Book Cart, 4 Shelves, Double Sided, Yellow	Childrens		7/1/2002
				X	Book Cart, 3 Shelves, One Sided, Metal	Childrens		7/1/2002
				X	Book Case, Double Sided, 12 Shelves, Wooden	Childrens		7/1/2002
					Desk Top Book Case, Wooden	Childrens		7/1/2002

JOSEPHINE COUNTY LIBRARY
INVENTORY OF CAPITAL ASSETS

4190	Desk, 5 Drawer w/Extension, Metal		Childrens	7/1/2002
4252	Wood table & shelves	X	Childrens	7/1/2002
5508	Desk Top Bookcase, Wooden	X	Childrens	7/1/2002
5509	Chair, Wooden, Blue Seat		Childrens	7/1/2002
5594	Mobile Book Case, 3 Shelves, Metal	X	Childrens	7/1/2002
5596	Desk Top Book Case, Wooden	X	Childrens	7/1/2002
5600	Desk Top Book Case, Wooden	X	Childrens	7/1/2002
N/A	Cube, ABC, Cubby Bookcase	X	Ben Bones Room	7/1/2002
5602	Cube, ABC, Cubby Bookcase	X	Ben Bones Room	7/1/2002
5603	Cube, ABC, Cubby Bookcase	X	Ben Bones Room	7/1/2002
5604	Desk Top Book Case, Wooden	X	Childrens	7/1/2002
5605	Desk Top Book Case, Wooden		Childrens	7/1/2002
5606	A Frame Table, Wooden		Childrens	7/1/2002
5618	Book Cart, Metal	X	Childrens	7/1/2002
5620	Mobile Book Cart, Yellow	X	Binding Room	7/1/2002
5623	Desk	X	Childrens	7/1/2002
5625	Typewriter Table, Steelcase		Business Office	7/1/2002
5626	Electric Typewriter, IBM Correcting Selectric II		Childrens	7/1/2002
5629	Desk, 6 Drawer, Metal	X	Childrens	7/1/2002
5630	File Cabinet, Letter Size, 4 Drawer, Tan	X	Childrens	7/1/2002
5631	Desk Top Book Case		Childrens	7/1/2002
5632	Desk Top Book Case		Childrens	7/1/2002
5633	Show Case, Glass & Wood		Childrens	7/1/2002
5634	Glass Enclosed Display Case, Free Standing	X		\$ 1,156.33
5635	Free Standing Wooden Rack, Gifts	X		
5636	Book Cart, Metal	X	Childrens	7/1/2002
5639	Stacking Chair, Orange Color Plastic	X	Childrens	7/1/2002
5644	Stacking Chair, Orange Color Plastic	X	Directors	7/1/2002
5646	Desk, 5 Drawer, Walnut	X	Directors	7/1/2002
5647	File Cabinet, Legal Size, 2 Drawer, Haskell	X	Directors	7/1/2002
5649	Board Table	X	Directors	7/1/2002
5651	End Display Table, Walnut	X	Directors	7/1/2002
5652	File Cabinet, Letter Size, 4 Drawer	X	Directors	7/1/2002
5653	Table, Wood Grain, Small	X	Directors	7/1/2002
5655	Book Return Bin, Front Door Drop	X		\$ 245.00
5656	Book Cart, Metal	X		
5666	Book Cart, Metal	X		
5667	Book Cart, Metal	X		
5668	Book Cart, Metal	X		
5669	Book Cart, Metal			
5670	Book Cart, Metal	X		\$ 175.00
5673	Electronic Cash Register, Samsung EK-2710	X		
5681	Table Top Book Display Stand			

Grant Agreement

JOSEPHINE COUNTY LIBRARY
INVENTORY OF CAPITAL ASSETS

		Wood End Table, Butcher Block, Joined (by window in Media Room)	Media Room	7/1/2002
5684	X	Wood End Table, Butcher Block, Joined (by window in Media Room)	Media Room	7/1/2002
5686	X	Book Cart, Wooden		7/1/2002
5737	X	Chair, Orange Color Plastic/Metal		7/1/2002
5740	X	Large Round Wood Table		7/1/2002
5741	X	Book Cart, Metal		7/1/2002
5742	X	Large Round Wood Table		7/1/2002
5743	X	Large Round Wood Table		7/1/2002
5744	X	Large Round Wood Table		7/1/2002
5745	X	Large Round Wood Table		7/1/2002
5747	X	Large Round Wood Table		7/1/2002
5748	X	Table, Round Reading, Metal - White Top	Staff Room	7/1/2002
5759	X	Dictionary Stand, Wooden		7/1/2002
5760	X	A Frame, Free Standing Book Display Rack		7/1/2002
N/A	X	At least 7 total A Frame, Free Standing Book Display Racks (only 2 on this inv.		7/1/2002
5761	X	3-Ring Cassette Display Rack		7/1/2002
5763	X	Paper Back Display Rack		7/1/2002
5779	X	Book Cart, Metal		7/1/2002
5786	X	Book Cart, Wooden	Childrens	7/1/2002
5787	X	Dictionary Stand, Hayford	Information Desk	7/1/2002
5792	X	Reference Counter w/4 Drawers and Insert Shelves	Information Desk	7/1/2002
5793	X	Chair, Secretarial, Fabric/Vinyl, Brown	Main Library	7/1/2002
5794	X	Desk, Counter and 3-Drawer Unit	Reference	7/1/2002
5797		Book Cart, Metal		7/1/2002
5798	X	Book Cart, Metal	Childrens	7/1/2002
5799	X	Book Shelf, Wooden	Childrens	7/1/2002
5802	X	Desk, 2-Drawer, Metal w/Wood Top	Directors	7/1/2002
5805	X	Table, Walnut Look, Formica Top Table, Metal Legs	Ben Bones Room	
	X	Table, Folding Walnut Look, Formica Top Table, Metal Legs	Staff Room	7/1/2002
N/A	X	Mail Box Unit	Reference	7/1/2002
5806	X	Microfilm Drawer, 9 Drawers	Reference	7/1/2002
5814	X	Microfilm Drawer, 9 Drawers, Reference	Reference	7/1/2002
5815	X	Microfilm Drawer, 6 Drawers, Yawn-Erbe	Reference	7/1/2002
5816	X	Microfilm Drawer, 5 Drawers, Russ-Basset	Reference	7/1/2002
5817	X	Book Truck, Metal		7/1/2002
5839	X	Chair, Blue Vinyl		7/1/2002
5840	X	Chair, Blue Vinyl	Main Library	7/1/2002
5841	X	Chair, Blue Vinyl	Directors	7/1/2002
5842	X	Chair, Blue Vinyl	Reference	7/1/2002
5843	X	Chair, Blue Vinyl	Reference	7/1/2002
5852	X	Atlas Case, Wooden, Reference	Reference	7/1/2002
5855	X	Table, Green Top, 6'x 3', Reference		7/1/2002
5858	X	Wall Book Shelf, Wooden, Single Sided, Half Stack, Reference		7/1/2002
5859	X	Book Cart, Metal	Reference	7/1/2002
5860	X	Dictionary Stand, Gaylord, Reference		7/1/2002

JOSEPHINE COUNTY LIBRARY
INVENTORY OF CAPITAL ASSETS

5861	X	Book Case, 4'x 2', Reference	Reference	7/1/2002
5867	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5868	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5869	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5870	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5871	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5872	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5873	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5874	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5875	X	Topo Map Case, 10 Drawer, Hamilton Industries	Reference	7/1/2002
5876	X	Table, 7'x 3', Wooden, Index Table	Reference	7/1/2002
5877	X	Square Table, 3 Drawer, Typone	Oregon Room	7/1/2002
5878		Table, 1 Shelf, Wooden	Circulation Office	7/1/2002
5881		Table, Marble Top	Adult Reading Area	7/1/2002
5882	X	Table, Marble Top, Silver Tag #9399)	Adult Reading Area	7/1/2002
5885	X	Table, Marble Top	Reference	7/1/2002
5885	X	Chair, Wood	Reference	7/1/2002
5887	X	Desk, 2 Drawer w/Shelf, Wooden	Reference	7/1/2002
5894	X	Tan Metal Desk, Woodgrain Look Laminate Top	Childrens	7/1/2002
5899	X	Computer Printer Stand	Circulation	7/1/2002
5901	X	Desk, Wood Grain Metal w/Typewriter Stand	Mending	7/1/2002
5902	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5903	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5904	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5905	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5906	X	Tape Recorder w/Case, 3M Wollenoak, Green	Directors	7/1/2002
5909		Electric Typewriter, IBM Correcting Selectric II	Cataloging	7/1/2002
5911	X	Book Cart, Metal		7/1/2002
5912	X	Book Cart, Metal		7/1/2002
5913	X	Book Cart, Metal		7/1/2002
5915	X	Book Cart, Metal		7/1/2002
5916	X	Book Cart, Metal		7/1/2002
5917	X	Book Cart, Metal		7/1/2002
5918		Book Cart, Metal		7/1/2002
5919	X	Book Cart, Metal		7/1/2002
5925	X	Folding Chair, Orange Fabric		7/1/2002
5927	X	Dolly		7/1/2002
5928	X	Ladder, 8 Foot, Metal	Storage/Recycle Room	7/1/2002
5929	X	Folding Chair, Brown	Staff Room	7/1/2002
5932	X	Folding Chair, Brown	Staff Room	7/1/2002
5935	X	Table, Round Folding	Ben Bones Room	7/1/2002
5942		Folding Chair, Metal	Projection Room	7/1/2002
5944	X	Locker Unit, Metal	Staff Room	7/1/2002

5945	X	Locker Unit, Metal	Staff Room	7/1/2002
5948	X	Audio Visual Cart For VCR and TV		7/1/2002
5949	X	Portable Screen Da-Lite	Projection Room	7/1/2002
5950	X	Overhead Projector, 3M		7/1/2002
5951	X	Audio Visual Cart	Ben Bones Room	7/1/2002
5952		Slide Projector w/ Case, Kodak Ektagraphic	Projection Room	7/1/2002
	X	Slide Projector, Silver Tag #9667	Ben Bones Room	7/1/2002
N/A	X	Slide Projector		
5961	X	Dukane Projector, Micromatic II, Black	Childrens	7/1/2002
5962	X	Dukane Projector, Micromatic II, Black	Childrens	7/1/2002
5965	X	Podium, White Wash Oak	Ben Bones Room	7/1/2002
5970	X	Flag Stand w/American Flag	Ben Bones Room	7/1/2002
5971	X	Flag Stand w/Oregon State Flag	Ben Bones Room	7/1/2002
5973	X	Color TV, RCA	Ben Bones Room	7/1/2002
5975		Book Cart, Metal		7/1/2002
5976		Postage Meter	Storage Room	7/1/2002
5977	X	Postal Scale IU Desk		7/1/2002
5979	X	Saddled Back Stapler	Cataloging	7/1/2002
5980		Table, Wooden	Reference Office	7/1/2002
5983		Bookcase, 6 Foot, Double Sided		7/1/2002
5984	X	Vertical File Box, 5 Drawer Slideouts	Cataloging	7/1/2002
5986	X	Book Cart, Metal		7/1/2002
5989	X	20 Paper Cutter, Premier	Cataloging	7/1/2002
5990	X	Book Cover Rack	Circulation	7/1/2002
5991		Book Cart, Metal	Cataloging	7/1/2002
5992	X	Book Cart, Metal		7/1/2002
5993	X	Book Cart, Metal		7/1/2002
5994	X	Book Cart, Metal		7/1/2002
5995		Book Cart, Metal		7/1/2002
5996	X	Desk, 6 Drawer, Wooden w/Formica Top	Directors	7/1/2002
6000	X	Electric Typewriter, IBM Correcting Selectric II	Cataloging	7/1/2002
6001	X	Folding Chair, Orange Color Fabric		7/1/2002
6002	X	Folding Chair, Orange Color Fabric		7/1/2002
6003		Folding Chair, Orange Color Fabric		7/1/2002
6005	X	Folding Chair, Orange Color Fabric		7/1/2002
6007		Folding Chair, Orange Color Fabric		7/1/2002
6008	X	Folding Chair, Orange Color Fabric		7/1/2002
6009		Folding Chair, Orange Color Fabric		7/1/2002
6012	X	Folding Chair, Orange Color Fabric		7/1/2002
6013	X	Folding Chair, Orange Color Fabric		7/1/2002
6014		Folding Chair, Orange Color Fabric		7/1/2002
6015	X	Folding Chair, Orange Color Fabric		7/1/2002
6016		Folding Chair, Orange Color Fabric		7/1/2002

JOSEPHINE COUNTY LIBRARY

6021	Folding Chair, Orange Color Fabric		7/1/2002
6022	Folding Chair, Orange Color Fabric	X	7/1/2002
6023	Folding Chair, Orange Color Fabric		7/1/2002
6025	Folding Chair, Orange Color Fabric	X	7/1/2002
6026	Folding Chair, Orange Color Fabric		7/1/2002
6027	Folding Chair, Orange Color Fabric	X	7/1/2002
6028	Folding Chair, Orange Color Fabric	X	7/1/2002
6029	Folding Chair, Orange Color Fabric		7/1/2002
6030	Folding Chair, Orange Color Fabric	X	7/1/2002
6031	Folding Chair, Orange Color Fabric	X	7/1/2002
6032	Folding Chair, Orange Color Fabric	X	7/1/2002
6033	Folding Chair, Orange Color Fabric	X	7/1/2002
6034	Folding Chair, Orange Color Fabric	X	7/1/2002
6035	Folding Chair, Orange Color Fabric		7/1/2002
6037	Folding Chair, Orange Color Fabric		7/1/2002
6039	Folding Chair, Orange Color Fabric	X	7/1/2002
6041	Folding Chair, Orange Color Fabric		7/1/2002
6044	Folding Chair, Orange Color Fabric	X	7/1/2002
6045	Folding Chair, Orange Color Fabric		7/1/2002
6046	Folding Chair, Orange Color Fabric	X	7/1/2002
6047	Folding Chair, Orange Color Fabric		7/1/2002
6049	Folding Chair, Orange Color Fabric		7/1/2002
6051	Folding Chair, Orange Color Fabric	X	7/1/2002
6052	Folding Chair, Orange Color Fabric	X	7/1/2002
6053	Folding Chair, Orange Color Fabric		7/1/2002
6058	File Cabinet, Letter Size, 4 Drawer, Cole	X	7/1/2002
6062	Audio Cassette File, 3 Tier	X	7/1/2002
6077	Computer Printer Stand	X	7/1/2002
6081	Book Case, 6 Foot, Single-sided	X	7/1/2002
6082	Desk, 6 Drawer, Metal, Green	X	7/1/2002
6092	Computer Printer Stand, Acetate, Clear, Access Services	X	7/1/2002
6096	Computer Table w/Book Shelf, Marvel Lightwood Laminate		7/1/2002
6097	Book Cart, Metal		7/1/2002
6101	Computer Table w/Book Shelf, Marvel Lightwood Laminate	X	7/1/2002
6117	Computer Printer Stand	X	7/1/2002
6129	Computer Printer Stand	X	7/1/2002
6156	Folding Movie Projection Screen, DaLite		7/1/2002
6161	Folding Chair, Orange		7/1/2002
	Folding Chair, Orange	X	7/1/2002
	Folding Chair, Orange	X	7/1/2002
	Book Cart, Wooden	X	7/1/2002
	Typewriter Cart	X	7/1/2002
	Desk	X	7/1/2002
N/A			7/1/2002
6162		X	7/1/2002
6164		X	7/1/2002
6168		X	7/1/2002
6169		X	7/1/2002
	Cataloging		7/1/2002
	Childrens Office		7/1/2002
	Business Office		7/1/2002
	Business Office		7/1/2002
	Restroom Hall		7/1/2002
	Reference Office		7/1/2002
	Reference Office		7/1/2002
	Reference Office		7/1/2002
	Childrens Office		7/1/2002
	Projection Room		7/1/2002

JOSEPHINE COUNTY LIBRARY
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6170	X	Book Cart, Metal	Directors	7/1/2002
6171	X	Book Cart, Metal	Circulation	7/1/2002
6173	X	Table, 3 Foot, Metal Legs, Wood Laminated Top	Circulation	7/1/2002
6175	X	Chair, Secretarial, Fabric/Vinyl - Brown	Storage	7/1/2002
6176	X	Chair, Secretarial, Fabric/Vinyl - Brown	Cataloging	7/1/2002
6180	X	Electric Typewriter, IBM Correcting Selectric II	Circulation	7/1/2002
6181	X	Typewriter Stand	Reference Office	7/1/2002
6183	X	Desk, 6 Drawer, Metal	Circulation	7/1/2002
6184	X	File Cabinet, Letter Size, 4 Drawer, Cole	Business Office	7/1/2002
6185	X	Book Cart, Metal	Storage	7/1/2002
6187	X	Desk, 5 Drawer, Metal	Business Office	7/1/2002
6193	X	Desk, 6 Drawer, Metal	Storage	7/1/2002
6194	X	Electric Typewriter, IBM Correcting Selectric II	Business Office	7/1/2002
6195	X	Table, Wood Grain, Laminated Top	Mending	7/1/2002
6196	X	Book Cart, Metal	Childrens Office	7/1/2002
6198	X	Book Cart, Wooden	Mending	7/1/2002
6204	X	Desk, 6 Drawer, Gray w/Formica Top	Mending	7/1/2002
6206	X	Book Cart, Wooden	Mending	7/1/2002
6209	X	Cutting Board, Dahle 553	Mending	7/1/2002
6211	X	Book cart, Metal	Mending	7/1/2002
6213	X	Chair, Secretarial, Fabric/Vinyl - Brown, Mending		7/1/2002
6215	X	Desk		7/1/2002
6216	X	Table, 1 Drawer, Wooden, Business Office		7/1/2002
6218	X	Stand, Metal, Gray		7/1/2002
6262	X	Book Cart		7/1/2002
6275		Projection Screen, Radiant, Super Color Master II		7/1/2002
6294	X	Typewriter Stand, Metal, Tan	Directors Office	7/1/2002
6300		Microphone and Stand, Realistic Highball, (Found stand in Director's Office)	Projection Room	7/1/2002
6308	X	Desk, 6 Drawer, Wood Top	Circulation	7/1/2002
6309	X	Chair, Secretarial, Fabric/Vinyl - Brown	Mending	7/1/2002
6310	X	Folding Chair, Orange Color Fabric		7/1/2002
6311	X	Folding Chair, Orange Color Fabric		7/1/2002
6312	X	Folding Chair, Orange Color Fabric		7/1/2002
6313	X	Folding Chair, Orange Color Fabric		7/1/2002
6314	X	Folding Chair, Orange Color Fabric		7/1/2002
6316	X	Folding Chair, Orange Color Fabric		7/1/2002
6321	X	Folding Chair, Orange Color Fabric		7/1/2002
6325	X	Folding Chair, Orange Color Fabric		7/1/2002
6333	X	Folding Chair, Orange Color Fabric		7/1/2002
6335	X	Folding Chair, Orange Color Fabric		7/1/2002
6337	X	Folding Chair, Orange Color Fabric		7/1/2002
6338	X	Folding Chair, Orange Color Fabric		7/1/2002
6341	X	Folding Chair, Orange Color Fabric		7/1/2002

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6345	Folding Chair, Orange Color Fabric			7/1/2002
6346	Folding Chair, Orange Color Fabric	X		7/1/2002
6349	Folding Chair, Orange Color Fabric	X		7/1/2002
6350	Folding Chair, Orange Color Fabric	X		7/1/2002
6379	Typewriter Table, Metal, Tan	X		7/1/2002
6398	Book Truck, Metal			7/1/2002
6413	Cassette Rack, Metal, Round	X		7/1/2002
6417	Display Cabinet, Horizontal	X		7/1/2002
6456	Chair, Secretarial, Fabric/Vinyl - Tan	X		7/1/2002
9363	Table, Oval White	X	Cataloging	7/1/2002
9499	Table, Blonde Top, Putty Metal Legs			7/1/2002
9894	Cart, Wooden Rolling	X		7/1/2002
13595	TV, Zenith System 3	X		7/1/2002
14380	Bookshelf Unit, Cubicle, Mobile, Model #CB12-24			7/1/2002
14481	White A-Frame Books on Cassette Display Rack	X	Childrens	1/1/1995
14497	Precision Cutter		Business Office	1/3/1996
14575	Pamphlet Display, Clear Plastic			7/1/2002
14605	Shelving Unit, Dark Wood, Narrow	X		7/1/2002
15415	Table With Tile Inlay, 40 X 40	X	Projection Room	7/1/2002
15416	Windsor Chair, Wood, Fred Meyer		Staff Room	7/1/2002
15417	Windsor Chair, Wood, Fred Meyer	X	Staff Room	3/20/1997
15418	Windsor Chair, Wood, Fred Meyer	X	Staff Room	3/20/1997
15419	Windsor Chair, Wood, Fred Meyer	X	Staff Room	3/20/1997
15420	Magazine Unit, Plexiglass, Plastic Fantastics			3/20/1997
15421	Magazine Unit, Plexiglass, Plastic Fantastics			3/20/1997
15422	Magazine Unit, Plexiglass, Plastic Fantastics			2/7/1997
15423	Magazine Unit, Plexiglass, Plastic Fantastics			2/7/1997
15424	Magazine Unit, Plexiglass, Plastic Fantastics			2/7/1997
15425	Magazine Unit, Plexiglass, Plastic Fantastics			2/7/1997
15426	Magazine Unit, Plexiglass, Plastic Fantastics			2/7/1997
15427	Magazine Unit, Plexiglass, Plastic Fantastics			2/7/1997
15428	Task Chair, Gray, Model #75755000754		Business Office	2/7/1997
15459	Magazine Unit, Plexiglass, Plastic Fantastics			2/7/1997
15489	Magazine Unit, Plexiglass, Plastic Fantastics			12/4/1996
15490	Magazine Unit, Plexiglass, Plastic Fantastics			3/27/1997
15491	Magazine Unit, Plexiglass, Plastic Fantastics			3/27/1997
15492	Magazine Unit, Plexiglass, Plastic Fantastics			3/27/1997
15493	Magazine Unit, Plexiglass, Plastic Fantastics			3/27/1997
15494	Magazine Unit, Plexiglass, Plastic Fantastics			3/27/1997
15495	Magazine Unit, Plexiglass, Plastic Fantastics			3/27/1997
15800	Book Cart, Metal	X		3/27/1997
15801	Book Truck, Metal	X		3/27/1997
15972	Paperback Rack	X	Childrens	7/1/2002

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15979	X	Chair, Child's Plastic, Orange	Childrens	7/1/2002
15980		Bookshelf Unit, Cubical, Mobile	Childrens	7/1/2002
15981		Bookshelf Unit, Cubical, Mobile	Childrens	7/1/2002
15982	X	Bookcase, Freestanding, Wood	Childrens	7/1/2002
15983	X	Bookcase, Freestanding, Wood	Childrens	7/1/2002
15984	X	Bookcase, 18-Shelf, 2-Sided, Wood	Childrens	7/1/2002
15985	X	Bookcase, 18-Shelf, 2-Sided, Wood	Childrens	7/1/2002
15996		Display, Books on Tape, Model #6172		7/1/2002
16433	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		7/1/2002
16434	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		12/15/1997
16435	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		9/1/1997
16436	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		9/1/1997
16504	X	Bookcheck, 3M		9/1/1997
16507	X	Tower, Paperback Display, 5 Tier, Black ShelvesModel #805259	Circulation	9/1/1997
16517		Steno Chair, Beige-GlobalModel #SKV910564 - Staples		9/1/1997
16518		Steno Chair, Beige-GlobalModel #SKV910564 - Staples		2/10/1998
16897	X	Microfilm Fileprint, Canon, Printer, Reference Office		2/10/1998
16898	X	Microfilm Scanner, Canon 400, Reader, Reference Office		2/10/1998
17167		Bookcase, Custom, Children's - Furniture Crafters		4/21/1998
17170	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/21/1998
17171	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17172	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17173	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17174	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17175	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17176	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17177	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17178	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17179	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17180	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17181	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17182	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17183	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17184	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17185	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17186	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17187	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17188	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17189	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17190	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17191	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17192	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17193	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998

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17194	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		\$	136.85	1/28/1999
17196	X	Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	1/28/1999
17197	X	Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	7/14/1998
17198		Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	7/14/1998
17199	X	Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	7/14/1998
17298	X	A-Frame Maple Display Rack	Childrens	\$	250.00	7/14/1998
19263	X	Portable File Cabinet/2 File Drawer, Underdesk Model	Reference Office			5/1/2000
19265	X	Task Chair, Grey Fabric, Side Arms	Reference Office			5/1/2000
19266	X	Task Chair, Grey Fabric, Side Arms	Reference Office			5/1/2000
19268		Hewlett Packard Laser Jet 2100 Printer	Main Library			5/1/2000
N/A	X	(1) HP Printer	Hallway Office			
19269	X	Hewlett Packard Fax 920		\$	249.00	8/1/1999
19271	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	12/23/1999
19272	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	1/1/2000
19273	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	1/1/2000
19274	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	1/1/2000
19278	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	1/1/2000
19279	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19280	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19281	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19282	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19283	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19284	X	Chair, Sled Base, Natural Oak, Navy Fabric - 25 of these chairs in Fiction		\$	131.25	3/3/2000
19285	X	Chair, Sled Base, Natural Oak, Navy Fabric - 13 on inventory, incl. Teen area		\$	131.25	3/3/2000
20464		Teal Kingsley Curbside Book Return		\$	2,452.01	3/3/2000
20465	X	VCR, 4 - Head, Sanyo	Supply Room			7/1/2002
N/A	X	VCR, 4 - Head, Sylvania DVD/VCR	Ben Bones Room			
20467	X	HP Scan Jet 5300 C		\$	864.95	7/1/2002
20468		A-Frame Brodart Bookshelves, Oak		\$	884.00	7/1/2002
20469	X	A-Frame Brodart Bookshelves, Oak		\$	884.00	7/1/2002
20470	X	XL Ellison Lettermachine		\$	3,050.47	7/1/2002
20491	X	Roll Cutter Rack, 4-Roll Horizontal Tower, Gaylord Bros.	Projection Room	\$	208.76	7/1/2002
20492	X	Light Oak Computer Desks For OPAC's	Projection Room	\$	262.08	7/1/2002
20493	X	Light Oak Computer Desks For OPAC's		\$	262.08	7/1/2002
20494	X	Light Oak Computer Desks For OPAC's		\$	262.08	7/1/2002
20495	X	Light Oak Computer Desks For OPAC's		\$	262.08	7/1/2002
20496	X	Childrens Book Kiosk		\$	1,224.38	7/1/2002
20497	X	Fellows Paper Shredder PS-70		\$	180.00	7/1/2002
20499	X	Detection System - Front Door Unit, 3M		\$	9,829.10	7/1/2002
20500	X	Gray Pattern Fabric Executive Chair w/Arms		\$	199.00	7/1/2002
20501	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	150.00	7/1/2002
20502	X	Hanging File Folder Rack, Dark Gray Metal		\$	120.00	7/1/2002
20503	X	Hanging File Folder Rack, Dark Gray Metal		\$	120.00	7/1/2002

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20521	X	Folding Chair, Orange Fabric	7/1/2002
20522	X	Folding Chair, Orange Fabric	7/1/2002
20524	X	Folding Chair, Orange Fabric	7/1/2002
20529	X	Folding Chair, Orange Fabric	7/1/2002
20530		Folding Chair, Orange Fabric	7/1/2002
20531	X	Folding Chair, Orange Fabric	7/1/2002
20532		Folding Chair, Orange Fabric	7/1/2002
20536	X	Folding Chair, Orange Fabric	7/1/2002
20537		Folding Chair, Orange Fabric	7/1/2002
20540	X	Folding Chair, Orange Fabric	7/1/2002
20541	X	Folding Chair, Orange Fabric	7/1/2002
20542	X	Folding Chair, Orange Fabric	7/1/2002
20543	X	Folding Chair, Orange Fabric	7/1/2002
20544	X	Folding Chair, Orange Fabric	7/1/2002
20545		Folding Chair, Orange Fabric	7/1/2002
20547	X	Folding Chair, Orange Fabric	7/1/2002
20548	X	Table, Round Folding w/Metal Legs, Brown Plastic Top	7/1/2002
20549	X	Square Folding Card Table, Brown Top & Legs	7/1/2002
20550	X	Microwave, Panasonic (No Tag)	7/1/2002
20551	X	Microwave Stand, Oak, Portable	7/1/2002
20552	X	Kenmore Refrigerator	7/1/2002
20553	X	Da-Lite Model A Projection Screen, Portable	7/1/2002
20554	X	Da-Lite Model C Projection Screen, Affixed To Wall	7/1/2002
20555		Board Table, Laminated Tan Top, Folding	7/1/2002
20556		Board Table, Laminated Woodgrain Look Top, Folding	7/1/2002
20559		Ivory Metal Desk, Woodgrain Look Laminated Top	7/1/2002
20560		Book Stand with Cork Board, Oak Stained	7/1/2002
20562	X	Book Cart, Metal	7/1/2002
20563		Book Cart, Metal	7/1/2002
20564		Chair, Orange Color Metal/Plastic	7/1/2002
20565		Chair, Orange Color Metal/Plastic	7/1/2002
20566		Chair, Orange Color Metal/Plastic	7/1/2002
20567		Chair, Orange Color Metal/Plastic	7/1/2002
20568		Chair, Orange Color Metal/Plastic	7/1/2002
20569		Chair, Orange Color Plastic/Metal	7/1/2002
20570		Chair, Orange Color Plastic/Metal	7/1/2002
20571	X	Chair, Orange Color Plastic/Metal	7/1/2002
20572		Circular Step Stool w/Wheels, Kic Step	7/1/2002
20573		Printer Table, Wood Top, Laminated	7/1/2002
20574	X	Chair, Plastic, Orange	7/1/2002
20575		Chair, Blue Vinyl	7/1/2002
20576	X	Atlas Case, Wooden	7/1/2002
20578	X	Dolly, Metal Van	7/1/2002

Directors

Reference

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Item #	Description	Quantity	Unit Price	Total Price	Location	Room	Acquired
20579	Book Case, 4 Shelves, Wooden	1				Staff Room	7/1/2002
20580	Book Cart, Metal	1					7/1/2002
20581	Computer Table w/Book Shelf, Marvel Lightwood Laminate	1					7/1/2002
20583	Table w/Green Top	1					7/1/2002
20584	Folding Chair, Orange Fabric	1					7/1/2002
20588	Bookcase, Wooden, 9 Shelves, Double Sided	1					7/1/2002
20589	Corner Book Shelf, 4 Shelves, Wooden	1					1/1/1995
20590	Book Case, Single Sided, 6 Shelves	1					7/1/2002
20591	Book Case, Double Sided, 12 Shelves Total	1					7/1/2002
20592	Book Case, Double Sided, 12 Shelves Total	1					7/1/2002
20593	Book Case, Double Sided, 12 Shelves Total	1					7/1/2002
20594	Book Case, Double Sided, 12 Shelves Total, Wooden	1					7/1/2002
20595	Book Case, Single Sided, 6 Shelves, Wooden	1					7/1/2002
20596	Box Shape Book Case, Wooden	1					7/1/2002
20597	Box Shape Book Case, Wooden	1					7/1/2002
20598	Free Standing Book Case	1					7/1/2002
20599	Free Standing Book Case	1					7/1/2002
20600	Shelving Unit, Wood, 2-Sided	1					7/1/2002
20601	End-Of-Range Shelving Unit, Wood, Demco Inc.	1					7/1/2002
20746	Task Chair-Global Adjustable Office Chair, Operator Series Model #8974BK	1					11/21/1996
20747	Therma Bind (Book Cooker) Model #GBC2000XT	1					3/6/2002
20749	Natural Oak, Sled Base Stool 18" High, Persian Blue Fabric, Gaylord Bros.	1					10/29/2001
20750	Filmstrip Projector w/Cassette Player, Beige & Black, Dukane	1					10/5/2001
20751	Back Task Chair, Storm Fabric, Model #8973, Global	1					2/7/2002
20752	Back Task Chair, Storm Fabric, Model #8973, Global	1					3/2/2002
20753	Back Task Chair, Storm Fabric, Model #8973, Global	1					3/2/2002
20754	Back Task Chair, Storm Fabric, Model #8973, Global	1					3/2/2002
20755	Back Task Chair, Storm Fabric, Model #8973, Global	1					3/2/2002
20756	Back Task Chair, Storm Fabric, Model #8973, Global	1					3/2/2002
20757	Back Task Chair, Storm Fabric, Model #8973, Global	1					3/2/2002
20758	Back Task Chair, Storm Fabric, Model #8973, Global	1					3/2/2002
20761	Displayer, Angled Frame, 6 Shelves, Hard Rock Maple, Gaylord Bros.	1					3/2/2002
20762	Displayer, Angled Frame, 6 Shelves, Hard Rock Maple, Gaylord Bros.	1					3/2/2002
20763	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20764	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20765	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20766	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20767	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20768	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20769	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20770	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.	1					1/9/2002
20771	Tattle-Tape Semi-Auto Strip Insertor, 3M	1					1/9/2002
20804	E Fiction Pict. Book Shelving-Free Stdg/2-Sided w/Cubbies-Lt Oak, Furn. Crfts	1					11/8/2001

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Item #	Description	Unit Price	Quantity	Total Price	Order Date	Delivery Date
20805	E Fiction Pict. Book Shelving-Free Stgd/2-Sided w/Cubbies-Lt Oak, Furn.Crfts	\$ 682.00	1	\$ 682.00	4/2/2002	
20817	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20818	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20819	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20820	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20821	Book Truck, 3 Flat Shelves, Black, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20822	Book Truck, 3 Flat Shelves, Black, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20823	Book Truck, 3 Flat Shelves, Black, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20824	Book Truck, 3 Flat Shelves, Blue, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20825	Book Truck, 3 Flat Shelves, Blue, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20826	Book Truck, 3 Flat Shelves, Blue, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20827	Book Truck, 3 Flat Shelves, Red, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20828	Book Truck, 3 Flat Shelves, Red, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20829	Book Truck, 3 Flat Shelves, Red, 4 Casters 39Hx33 3/4Wx15D", Gaylord	\$ 234.17	1	\$ 234.17	1/30/2002	
20831	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20832	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20833	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20834	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20835	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20836	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20837	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20838	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20839	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20840	Chair, Armless, Sled Base 16" Natural Oak Persian Fabric,	\$ 129.12	1	\$ 129.12	11/5/2001	
20841	Chair, Armless, Sled Base 16", Gaylord Bros.	\$ 129.12	1	\$ 129.12	11/5/2001	
20842	Chair, Armless, Sled Base, Child Size, Lt. Blue Seat, Gaylord Bros.	\$ 156.95	1	\$ 156.95	7/1/2002	
20844	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	\$ 156.95	1	\$ 156.95	6/4/2002	
20845	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	\$ 156.95	1	\$ 156.95	6/4/2002	
20846	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	\$ 156.95	1	\$ 156.95	6/4/2002	
20847	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	\$ 156.95	1	\$ 156.95	6/4/2002	
20848	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	\$ 156.95	1	\$ 156.95	6/4/2002	
20849	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	\$ 156.95	1	\$ 156.95	6/4/2002	
21413	Book Shelf					
21414	Book Cart, Wooden					
21415	Chair, Orange, Metal/Plastic					
21416	Detection System-Side Door Unit, 3M					
21418	Audiocassette & Videotape Sensitizer, Mediacheck, Model 325					
21419	Audiocassette & Videotape Sensitizer, Mediacheck, Model 325					
21421	Office Stool, Navy, K-Log, Inc. OUS-902					
21422	Office Stool, Navy, K-Log, Inc. OUS-902					
21423	Office Stool, Navy, K-Log, Inc. OUS-902					
21424	Chair w/Upholstered Arm, Woodstock Midnight Fabric, ATD-American Co.					
21425	Chair w/Upholstered Arm, Woodstock Midnight Fabric, ATD-American Co.					

JOSEPHINE COUNTY LIBRARY
INVENTORY OF CAPITAL ASSETS

21426	X	Chair w/Upholstered Arm, Woodstock Midnight Fabric, ATD-American Co.	Teen Room Reference	\$ 275.83	6/19/2002
21429	X	Glass Door, Locking Book Cabinets	Reference		7/1/2002
21430	X	Glass Door, Locking Book Cabinets	Reference		7/1/2002
21474	X	Table, Cloud Nebula Top, T-Mold Edge, Navy Legs, K-Log Inc. OUS-902	Teen Room	\$ 694.12	8/9/2002
21475	X	Table, Folkstone Gray Top, Navy Legs, Round, ATD-American Co.	Teen Room	\$ 284.47	8/23/2002
21476	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21477	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21478	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21479	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21480	X	Purple Fabric Bean Bag Chair	Teen Room	\$ 192.26	9/11/2002
21481	X	Purple Fabric Bean Bag Chair	Teen Room	\$ 192.26	9/11/2002
21485	X	Magazine Racks, Plastic Fantasics	Teen Room	\$ 295.00	11/1/2002
21486	X	Magazine Racks, Plastic Fantasics	Teen Room	\$ 295.00	11/1/2002
21974	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21975	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21976	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21977	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21978	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21979	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21980	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21981	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21982		Green Rubbermaid Indoor Book Return	Circulation Desk	\$ 500.00	7/2/2002
21983	X	Sled Base Stool, Natural Oak, Persian Blue Fabric	Childrens	\$ 133.00	7/2/2002
21984	X	Sled Base Stool, Natural Oak, Persian Blue Fabric	Childrens	\$ 133.00	7/2/2002
21985	X	Lab Mate Desk, Light Oak	Childrens	\$ 463.91	7/2/2002
21986	X	Map/Poster File	Business Office		7/2/2002
21995	X	A-Frame, Wooden	Business Office	\$ 500.00	7/2/2002
N/A	X	Four (4) Stools, Wood & Blue cloth	Childrens		
N/A	X	Two (2) Stools, Wood & Blue Cloth	Childrens		
N/A	X	1 Bronze Sculpture	Childrens		
N/A	X	Two (2) Quilts	Childrens		
N/A	X	1/4 Room Divider, Grey Fabric	Ben Bones Room		
N/A	X	1/2 Room Divider, Grey Fabric	Catalog Room		
N/A	X	Brown Love seat	Staff Room		
N/A	X	Table, Silver Tag #4253			
N/A	X	Typewriter, Silver Tag #4296			
N/A	X	Fan, Silver Tag #9316			
N/A	X	Gateway Tower & Monitor	Circulation Office		
N/A	X	Three (3) Word Processors - Alpha 3000	Circulation Office		
N/A	X	One (1) Word Processor - Alpha 3000	Ben Bones Room		
N/A	X	Two (2) Epson Printers	Hallway Office Top Shelf		
N/A	X	Lenox Sound Cd/Radio	Childrens		
N/A	X	Eight (8) Pagers, Radio Shack			

JOSEPHINE COUNTY LIBRARY
INVENTORY OF CAPITAL ASSETS

N/A	X	Computer & Monitor, Grant Fund #GPSGATES03	Media Area	
N/A	X	Computer & Monitor, Grant Fund #GPSGATES04	Media Area	
N/A	X	Computer & Monitor, Grant Fund #GPSGATES01	Teen Room	
N/A	X	Computer & Monitor, Grant Fund #GPSGATES02	Teen Room	
N/A	X	Counter, Front, Silver Tag # 9429		
Note: Orange dot on actual item's property tag denotes it was located on this inventory list.				

PROFESSIONAL SERVICES AGREEMENT BETWEEN JACKSON COUNTY AND
LIBRARY SYSTEMS & SERVICES, LLC.

This contract for the Jackson County Library Services operation ("Agreement") is made and entered into by and between Jackson County, a home rule political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and Library Systems & Services, LLC, commonly known as. LSSI, and hereafter referred to as CONTRACTOR. The parties hereto mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1. CONTRACTOR shall provide, as required by this Agreement, services to COUNTY, for the following: Jackson County Library Services, with such services and performance standards more specifically set forth. in Attachment "A" (collectively, "Services") attached hereto, and incorporated herein by reference, and as further delineated or set forth within this Agreement.

1.2. CONTRACTOR shall furnish labor necessary to perform in accordance with the requirements of this Agreement all those services described in Attachment "A" attached hereto, and as further delineated or set forth within this Agreement.

2.0 PERFORMANCE STANDARDS: The performance of CONTRACTOR shall be determined by the ability of CONTRACTOR to meet the performance standards as set forth in Attachment "A".

3.0 TERM AND TERMINATION: This Agreement shall be effective as of October 1, 2007, (Effective Date), and shall continue in effect for a period of five years with the ending date of September 30, 2012, or unless earlier terminated as specified in this section below.

However, such expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to: (a) any breach of a warranty; or (b) any default or defect in performance that has not been cured. The term of this

Agreement may be renewed by mutual consent of the parties.

3.1. TERMINATION by Mutual Consent: This Agreement may be terminated at any time by mutual consent of both parties.

3.2. TERMINATION for Convenience: After the first twelve (12) months of the term hereof, this Agreement may be terminated at any time by either party upon at least 90 days' notice in writing and delivered by certified mail or in person. In the event of such termination as solely set forth in Section 3.2 by COUNTY, COUNTY shall not, through a private contractor, reprocur services of the same or a similar nature as those described herein for a period of eighteen (18) months.

3.3. TERMINATION for Default or Breach: Either COUNTY or CONTRACTOR may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period beyond fifteen (15) days as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

3.4 OBLIGATION/LIABILITY OF PARTIES: Termination or modification of this contract pursuant to subsections 3.1, 3.2, and 3.3 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 3.1, 3.2, 3.3 and 3.4 of this section) CONTRACTOR shall immediately cease all activities under this contract, unless expressly directed otherwise by COUNTY in the notice of termination. Further, upon termination, CONTRACTOR shall deliver

to COUNTY all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. COUNTY shall pay CONTRACTOR for work performed prior to the termination date if such work was performed in accordance with the Contract.

4.0 COMPENSATION AND PAYMENT:

4.1. In consideration for the rendition of the services described herein, and as set forth in Attachment "A" hereto, the COUNTY shall pay CONTRACTOR the amount determined under Attachment A during contract year 2007-2008, including the administration and operation of the Jackson County Library Services. For contract year 2007-2008, any and all purchases of books and other library materials, and reimbursement of the processing charge shall be subject to the review of the County Administrator and/or the Library Contract Administrator or designee.

4.2. In no event shall the total compensation payable to CONTRACTOR under this Agreement exceed the amount determined under Attachment A. Attachment B sets forth by library in four (4) hour time blocks the cost of adding to the service levels at the various libraries.

4.3. Compensation for services shall be paid by COUNTY upon approval of the County Administrator and/or the Library Contract Administrator or designee upon review of a properly presented invoice or bill for services performed as set forth in Attachment A. CONTRACTOR shall invoice monthly prior to the start of each month and COUNTY shall wire transfer the invoiced amount to CONTRACTOR no later than the fifth day of such month.

4.4. In the event additional funds become available during the term of this agreement, the amount of this Agreement may be increased by said amount by an amendment signed by the parties here in the same manner as this Agreement was executed, after negotiations by COUNTY and CONTRACTOR of the description of services and performance standards to reflect the increased available funding have concluded, with all additional payments to be paid in the same manner

described in Section 4.3. COUNTY'S intention is to negotiate with the various cities to increase service levels at the various branches over and above the hours referenced in Table A of Attachment A. Any negotiated additions shall be reflected in amendments to this agreement.

4.5. CONTRACTOR shall not submit billings for, and COUNTY will not pay, any amount in excess of the maximum compensation amount of this contract determined under Attachment A, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before CONTRACTOR performs work subject to the amendment. CONTRACTOR shall notify COUNTY's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

4.6. Whenever the COUNTY has discretion to establish the level of compensation under this Agreement, the following procedures shall apply:

- i. The COUNTY shall advise CONTRACTOR in writing not later than April 30th of each year of the COUNTY'S best estimate of the funding available for this Agreement for the coming fiscal year.
- ii. Within sixty (60) days after receipt of the estimate of available funding, CONTRACTOR shall provide to COUNTY, CONTRACTOR'S written recommended budget and levels of service that CONTRACTOR can provide within the estimate of available funding for the coming fiscal year.

5.0 Intentionally omitted.

6.0 INDEPENDENT CONTRACTOR RESPONSIBILITY FOR TAXES AND WITHHOLDING; RETIREMENT SYSTEM STATUS: CONTRACTOR and its employees and agents shall be at all times in an independent capacity with regard to performance of services or work rendered pursuant to this contract: and CONTRACTOR and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents,

officers or employees of COUNTY. There shall be no employer-employee relationship between COUNTY and CONTRACTOR and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to COUNTY employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including but not limited to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and, CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or retirement payments for CONTRACTOR employees which COUNTY may be required to make pursuant to federal or state law. The COUNTY cannot and will not control the means or manner of the CONTRACTOR'S performance. The CONTRACTOR is responsible for determining the appropriate means and manner of performing the work. The CONTRACTOR represents and warrants that CONTRACTOR (i) is not an individual serving as an employee of Jackson COUNTY, Oregon, (ii) is not currently an individual employed by the Federal Government, and (iii) meets the specific independent CONTRACTOR standards of ORS 670.600, as certified on the Certification Statement for Corporation or Independent CONTRACTOR-ATTACHMENT C. CONTRACTOR is not an "officer", "employee", or "agent" of the COUNTY, as those terms are used in ORS 30.265.

CONTRACTOR shall be responsible for all federal or state taxes applicable to any compensation or payments paid to CONTRACTOR under this contract and, unless CONTRACTOR is subject to backup withholding, COUNTY will not withhold from such compensation or payments any amounts(s) to cover CONTRACTOR'S federal or state tax obligations. CONTRACTOR is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or

payments paid to CONTRACTOR under this contract, except as a self-employed individual.

7.0 RIGHT TO REVIEW AND MONITOR: COUNTY shall have the right to review and monitor the facilities, programs, or procedures of CONTRACTOR at any reasonable time.

8.0 JANITORIAL/LANDSCAPING SERVICES:

8.1. COUNTY shall be responsible for negotiating and administering leases for all fifteen (15) Jackson County Library Services branches as set forth in Table A of Attachment A. All decisions regarding/said leases, and subleases or other use of COUNTY property shall also be the responsibility of COUNTY under direction from the COUNTY Administrator's Office and/or the Library Contract Administrator or designee. Payments on the branch leases will be made outside this contract and are not included in the contract amount specified in Section 4.0.

8.2. COUNTY shall be responsible for negotiating and administering contracts and/or agreements for an appropriate level for public libraries in a manner consistent with prior practice of landscaping, janitorial service, building maintenance and other services at all Jackson County Library Services branches with the exception of one Day Porter (for 40 hours per week) at the Central Library in Medford. All decisions regarding said contracts shall be handled by COUNTY under direction from the County Administrator's Office and/or the Library Contract Administrator or designee. Payment for those contract services shall be made outside the contract and are not included in the contract amount determined under Attachment A with the exception of one Day Porter (for 40 hours per week) at the Central Library in Medford.

9.0 CONTRACTOR/AGREEMENTS WITH OTHER ENTITIES FOR MISCELLANEOUS SERVICES: COUNTY has entered into, or will be entering into certain contracts/agreements for the provision of MISCELLANEOUS services. If applicable and subject to mutual agreement, CONTRACTOR agrees to provide the services specified in those certain

contracts/agreements, and CONTRACTOR shall submit an invoice to COUNTY for the services rendered. Most, if not all, contracts will be invoiced and handled directly through the COUNTY. Payment for those contract/agreement services shall be made outside the contract amount specified in Section 4.0.

9.1. CONTRACTOR acknowledges the existence of prior existing contracts/agreements for retail space in the various library buildings throughout the COUNTY, including but not limited to, a coffee shop and used book sales. COUNTY shall make available to CONTRACTOR without charge adequate space in the libraries to develop and implement new revenue generating services, such as services to the business community, retail sales (books, gifts, refreshments, etc.) and other fee based services, to benefit the community, COUNTY and CUSTOMER ("Additional Services"). COUNTY will use its best efforts to assist CONTRACTOR in the promotion and implementation of these Additional Services. COUNTY shall have the final approval of all Additional Services, with such approval to not be unreasonably withheld, conditioned or delayed. Unless otherwise approved by COUNTY, the provision of these Additional Services shall not in any way substantially reduce the space or library services provided prior to the implementation of these Additional Services.

9.2. COUNTY agrees that CONTRACTOR, as the contracted administrator of the Jackson County Library Services, shall have the opportunity to review and comment on all proposed agreements, and amendments to existing agreements where: additional services will be provided in the Jackson County Library Services prior to seeking approval from the Board of Commissioners of Jackson County.

10.0 MEDIA USE OF COUNTY LIBRARY SYSTEM INFORMATION AND USE OF PATRON LIST:

10.1. CONTRACTOR and its employees may not speak publicly on behalf of the COUNTY, or the Jackson County Library Services without the express consent of the COUNTY Administrator and/or Library Contract Administrator, or designee.

10.2. CONTRACTOR agrees to provide the COUNTY Administrator, and/or Library Contract Administrator or designee with information, upon request, which

is necessary to respond to media and/or public inquiries regarding the provision of library and/or ancillary services for the Jackson County Library Services. Whenever such information requested exceeds the scope of the information customarily collected, maintained and reported by CONTRACTOR in connection with its operations under this Agreement under section 13.0. CONTRACTOR shall be entitled to reimbursement of its actual costs of collecting and reporting such information subject to mutual consent obtained in advance~ between COUNTY and CONTRACTOR.

10.3. CONTRACTOR shall not use specific information regarding the Jackson County Library Services, including photographs or other pictorial representations, without the prior review and/or approval of the COUNTY Administrator and/or Library Contract Administrator or designee, such approval not be unreasonably withheld. This review and/or approval shall apply to use in any of CONTRACTOR'S marketing activities and articles and/or papers for publication or consideration by trade and/or professional organizations or conferences.

10.4. CONTRACTOR shall not utilize the patron list of the Jackson County Library Services, library circulation records kept for the purpose of identifying the borrower of items available through the Jackson County Library Services, or any other information identifying patrons of the Jackson County Library Services, for any commercial use. CONTRACTOR may not make the list(s) available to any other entity for any reason, except as approved by the COUNTY Administrator and/or Library Contract Administrator or designee.

11.0 POLICIES AND PROCEDURES OF OPERATION:

11.1. CONTRACTOR agrees to the provisions of the Project Organization Chart, and the General Division of Responsibilities as contained in Attachment "E" hereto. Attachment "E" may be modified by mutual agreement of the County Administrator and/or Library Contract Administrator, or designee, and CONTRACTOR.

11.2. The policies, as reflected in the Jackson County Library Policy and Procedures manual, shall remain in effect for the operation of the Jackson County Library Services. CONTRACTOR may alter this manual only with the mutual agreement of the County Administrator and/or Library Contract Administrator, or designee. Alterations to the manual shall not require formal amendments to this Agreement, unless the alterations result in significant changes in the scope of services, as provided herein. COUNTY shall be responsible for setting all policies that govern the operations of the libraries.

12.0 STAFF OF CONTRACTOR:

12.1. The selection process of the Project Manager under this Agreement shall require direct participation by the COUNTY Administrator and/or Library Contract administrator, or designee and the appointment of this position shall require prior approval by the COUNTY Administrator and/or Library Contract Administrator or designee, such approval not to be unreasonably withheld.

12.2. CONTRACTOR shall advise COUNTY, at the first reasonable opportunity" of any management changes within CONTRACTOR personnel performing this Agreement throughout the period of performance of this Agreement.

12.3. CONTRACTOR acknowledges and agrees that COUNTY selected CONTRACTOR and is entering into this contract, because of the special qualifications of CONTRACTOR'S key personnel. In particular, COUNTY through this contract is engaging the expertise, experience, judgment, and personal attention of CONTRACTOR'S Project Manager, Mark Smith (name of key person or personnel). CONTRACTOR'S key person shall not delegate performance of the management powers and responsibilities he/she is required to provide under this contract to another CONTRACTOR employee without first obtaining the written consent of COUNTY, such consent not to be unreasonably withheld. Further, CONTRACTOR shall not re-assign or transfer the key person to other duties or positions such that the key person is no longer available to provide COUNTY with his/her expertise, experience, judgment, and personal attention, without first obtaining COUNTY'S

prior written consent to such re-assignment or transfer, such consent not to be unreasonably withheld. In the event CONTRACTOR requests that COUNTY approve a re-assignment or transfer of the key person, COUNTY shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the key person, such consent not to be unreasonably withheld.

13.0 REPORTS

13.1. Annually, CONTRACTOR shall timely report to COUNTY all statistical information necessary to meet State reporting requirements, including but not limited to the Oregon State Library Reports.

13.2. In addition to the foregoing, CONTRACTOR shall provide other reports as mutually agreed upon between CONTRACTOR and COUNTY.

13.3. In addition to the foregoing, CONTRACTOR agrees to make available to COUNTY copies of any documents, electronic files, papers, plans, and writings, necessary to verify billing, for payment of invoices for the purchase of materials, as payment agent, as well as necessary for audit purposes.

13.4. The parties shall cooperate and work together with respect to any mutually agreed additional reports.

13.5. CONTRACTOR agrees that on or before July 30th after the close of any contract year, CONTRACTOR shall furnish financial statements of CONTRACTOR and its parent companies certified by their respective Chief Financial Officers (CFOs), for the most recent fiscal year ending December 31. The certified financial statements shall be forwarded to the COUNTY Administrator and/or Library Contract Administrator or designee.

13.6. CONTRACTOR agrees that at the sole discretion and expense of the COUNTY, COUNTY may on an annual basis request an independent audit of CONTRACTOR'S PERFORMANCE OF THIS Agreement conducted by an auditor selected by COUNTY. CONTRACTOR agrees to cooperate in the audit and CONTRACTOR shall use CONTRACTOR'S best efforts to ensure that the audit is completed timely, with no administrative delays.

14.0 INDEMNIFICATION: CONTRACTOR shall indemnify, and hold harmless the COUNTY, special districts, their respective directors, Board of Commissioners, officers, employees, elected and appointed officials, and agents from any liability whatsoever, including wrongful death, for personal injury or property damage based or asserted upon any act or omission of CONTRACTOR, its employees, SUBCONTRACTORS or agents, connected with the accomplishment of the work or performance of service under this Agreement. As part of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including but not limited to, attorney's fees, the COUNTY, special districts, their respective directors, Board of Commissioners, officers, employees, elected and appointed officials, and agents in any legal action based upon any such alleged liability. COUNTY shall provide prompt written notice to CONTRACTOR of any matter asserted by COUNTY to be covered by this Section 14.0.

However, the failure to provide such notice shall not deprive COUNTY of its rights under this Section 14.0 unless the failure to provide such notice, or a delay in providing such notice, has materially prejudiced CONTRACTOR in its ability to act under this Section 14.0.

15.0 CONTRACTOR INSURANCE:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

15.1. WORKER'S COMPENSATION: If the CONTRACTOR has employees as defined by the State of Oregon, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of Oregon in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. The policy shall be endorsed to waive subrogation in favor of the COUNTY, if possible.

15.2. GENERAL LIABILITY: General Liability insurance coverage insurance

with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. Policy shall name the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds but only with respect to the CONTRACTOR'S services to be provided under this Contract.

15.3. VEHICLE LIABILITY: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

15.4. 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 30 days' written notice from the CONTRACTOR or its insurer(s) to the COUNTY.

15.5. CERTIFICATES OF INSURANCE. As evidence of the Insurance coverages required by this contract, the CONTRACTOR shall furnish acceptable Insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to COUNTY acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the COUNTY. The CONTRACTOR shall be financially responsible for all pertinent deductibles" self-

insured retentions and/or self-insurance.

16.0 COUNTY INSURANCE: The COUNTY shall maintain or cause to be maintained property insurance covering all buildings used as libraries under this Agreement except for those buildings wherein a lease or other agreement specifically provides for others to provide such insurance. In addition, the COUNTY shall provide property insurance for the contents of the buildings, including all books, periodical and other materials contained in the libraries. CONTRACTOR shall advise the COUNTY Administrator and/or the Library Contract Administrator or designee, the COUNTY Risk Manager and any other contact that the COUNTY Administrator and/or the Library Contract Administrator or designee has provided to CONTRACTOR of any loss or damage to property associated with any library immediately after the loss. Subsequent to any loss, CONTRACTOR shall cooperate fully with all request made by the, COUNTY'S Risk Manager or their designees. CONTRACTOR agrees to monitor and protect the property associated with this Agreement in the manner described herein.

17.0 ADMINISTRATION: The COUNTY Administrator and/or the Library Contract Administrator of the COUNTY, or designee, shall administer this Agreement on behalf of the COUNTY.

18.0 SUBCONTRACTS AND ASSIGNMENT: CONTRACTOR shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without COUNTY'S prior written consent. Any proposed use of a SUBCONTRACTOR which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of COUNTY. COUNTY'S consent to any subcontract, and such consent shall not be unreasonably withheld, shall not relieve CONTRACTOR of any of its duties or obligations under this Contract.

19.0 SUCCESSORS AND ASSIGNS: Neither party shall subcontract, assign or transfer its interest, in whole or in part, in this Contract without the prior express written consent of the other party, and such consent shall not be

unreasonably withheld. In addition to any other provisions, CONTRACTOR shall include in any permitted subcontract under this contract a requirement that the SUBCONTRACTOR be bound to the same provisions herein as if the SUBCONTRACTOR were the CONTRACTOR. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of COUNTY given to a SUBCONTRACTOR does not relieve the CONTRACTOR of any obligations and responsibilities under this Contract, including CONTRACTOR'S responsibility for any goods and services to be provided by any SUBCONTRACTOR. Any attempted assignment or delegation in derogation of this paragraph shall be void.

20.0 ALTERATION AND/OR AMENDMENT: No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the COUNTY'S Board of Commissioners or its designee may authorize any alteration or revision of this Agreement on behalf of the COUNTY.

21.0 CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

22.0 NOTICES: Notices under this Agreement shall be sent to the parties at the addresses set forth below, or to such other addressees as the parties designate in writing and provide to the other party:

COUNTY
Jackson County Administrator
10 S. Oakdale, Rm 214
Medford, OR 97501
Attn.: Danny Jordan

CONTRACTOR
Library Systems & Services, LLC
12850 Middlebrook Road, Suite 400
Germantown, MD 20874-5244
Attn.: Dean McCausland, President

All correspondence and notices required or contemplated by this Agreement shall be deemed submitted five (5) days after their deposit in the United States mail, certified mail, return receipt requested, postage prepaid.

23.0 REQUIRED AUTHORIZATION TO CONDUCT BUSINESS IN OREGON: CONTRACTOR shall obtain, and shall maintain, any authorization which may be required by the laws of the State of Oregon for CONTRACTOR to operate in the State of Oregon at all times while performing services under this Agreement. CONTRACTOR shall furnish certified copies of any required authorizations to the COUNTY Administrator and/or Library Contract Administrator or designee, prior to the commencement of the term of this Agreement. Failure to obtain any of these which may be required prior to the commencement of the term of the Agreement, or failure to maintain any of these during the term of the Agreement, shall be grounds for immediate suspension, and/or termination of this Agreement, by the COUNTY.

24.0 WAIVER: Any waiver by COUNTY of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

25.0 OWNERSHIP OF WORK PRODUCT; LICENSE: All reports, finding, data or documents compiled or assembled by CONTRACTOR under this Agreement becomes the property of the COUNTY, and shall be transmitted to COUNTY at the termination of this Agreement. CONTRACTOR may retain copies of any statistical, policy or procedural information produced by CONTRACTOR in performance of this Agreement, excluding any information related to, or capable of identifying, specific library patron(s). All work products of the CONTRACTOR that result solely from CONTRACTOR'S performance under this contract ("the work products") are the exclusive property of the COUNTY. In addition, if any of the work products contain intellectual property of the CONTRACTOR that is not separately licensed for a fee by CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants

COUNTY a royalty-free, fully paid up, nonexclusive license for the term of this Agreement to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, all such intellectual property solely in connection with COUNTY'S use of such work product during the term of this Agreement.

26.0 GOVERNING LAW; JURISDICTION; VENUE: This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the COUNTY (and/or any other COUNTY or department of the State of Oregon) and the CONTRACTOR that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. CONTRACTOR, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

26.1. CONTRACTOR agrees that it will be subject to, and will be in compliance with the provisions of the Oregon Public Records Law for the provision of this Agreement.

27.0 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.

28.0 COMPLIANCE WITH APPLICABLE LAW: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, and as well as other statutes as set forth in the attached Attachment

D, Compliance With Applicable Law, which is by this reference made a part hereof. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the .Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.

29.0 DISALLOWANCE: In the event CONTRACTOR receives payment for services under this Agreement under a grant which are later disallowed for non-conformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request. COUNTY retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this Agreement, or under any other contract or agreement between CONTRACTOR and COUNTY.

30.0 ENTIRE AGREEMENT: This Agreement, and each of the attachments hereto, constitute the entire Agreement between the parties hereto with respect to the subject matter herein and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing as required herein.

31.0 BANKRUPTCY: Notwithstanding any provision in this Agreement, if at any time there shall be filed by or against CONTRACTOR, in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver~, trustee or conservator of all or a portion of CONTRACTOR'S property, or if CONTRACTOR makes an assignment for the benefit of creditors, and if any such action is not dismissed after ninety (90) calendar days, this

Agreement may, at the sole discretion of COUNTY, be immediately canceled and terminated by COUNTY. Notice shall be given within ten (10) working days to COUNTY of any filing for bankruptcy, insolvency or for reorganization of a receiver, trustee or conservator, or assignment to creditors.

32.0 PERFORMANCE STANDARD REVIEW: CONTRACTOR agrees that annually, in consultation with the COUNTY Administrator and/or the Library Contract Administrator or designee, a qualitative performance standard review shall be conducted. The scope of the review shall be mutually determined by the parties.

33.0 AUTHORIZATION TO ACCEPT GIFTS, REQUESTS, DONATIONS AND/OR GRANTS:

CONTRACTOR shall accept any gifts, bequests, donations and/or grants, as identified, and authorized by the COUNTY Administrator and/or the Library Contract Administrator or designee, pursuant to the authority as granted by the Board of Commissioners, on behalf of the Jackson County Library Services. It is understood that gifts, bequests and donations made directly to CONTRACTOR may not be tax-deductible to the donor, and that therefore, gifts, bequests and donations will ordinarily be made to COUNTY or Jackson COUNTY Library Foundation and/or the Jackson County Friends of the Library, and applied in accordance with the provisions of this Agreement. CONTRACTOR shall expend any revenue and/or funds contained in such gifts, bequests, donations and/or grants, subject to any restrictions placed on the use of the revenues and/or funds at the time of receipt, by the donor, the Jackson County Library Services, the Jackson County Library Foundation, Friends of the Library and/or the Board of Commissioners.

34.0 EQUIPMENT/FURNITURE:

34.1. COUNTY shall provide the facilities and furniture, and CONTRACTOR shall provide operational equipment and supplies (all as specified in the mutually agreed budget), and shall manage the staff and operate library facilities as necessary to properly provide the Jackson County Library Services at a level consistent with the funding level provided by the COUNTY. Provision for any new automation equipment and telecommunication equipment, including

payments, shall be acquired by mutual consent of the parties. Any additional equipment and supplies specifically provided by the COUNTY for use by CONTRACTOR in the provision of Jackson County Library Services service shall be and shall remain the property of the COUNTY.

34.2. COUNTY shall indemnify, and hold harmless CONTRACTOR, its officers, employees, and agents from any liability for personal injury (including wrongful death) or property damage, arising out of COUNTY'S failure to perform needed facility maintenance, however, this indemnification and hold harmless will only apply if CONTRACTOR has met all obligations stated in Section 34.3 below.

34.3. As a result of carrying out this Agreement, CONTRACTOR becomes the day-to-day custodian of the property associated with the subject libraries of this Agreement. Such property shall include the land upon which the library is located: including but not limited to landscaping, walkways, parking and stairs; the building; including (to the extent observable by CONTRACTOR) but not limited to all building systems such as heating, air conditioning, plumbing, electrical and security, and all contents including but not limited to books, shelves, furniture, computers and all other articles of personal property. As custodian of COUNTY property, CONTRACTOR shall take reasonable actions that would be expected of a reasonably prudent custodian of real and personal property, subject always to the level of staffing by CONTRACTOR and the hours of operation. Such actions will include, but not be limited to, the observation of the property during library operation noting any apparent hazards, damage, needed maintenance and security concerns. Hazards are physical conditions of the premises that could cause physical injury to visitors or staff. CONTRACTOR shall take immediate action, upon discovery, to prevent any hazard(s) from causing damage to others, and such action taken shall be appropriate for the hazard(s) involved up to and including the evacuation and closure of the library until the hazard(s) are corrected. For most hazards discovered, immediate, minor actions can be taken to prevent injury such as, but

not limited to: cordoning off an area, taping a rip in the carpet, posting warning signs or closing off a room. Hazards that come to the attention of the CONTRACTOR should be reported to the COUNTY Administrator and/or the Library Contract Administrator or designee, after CONTRACTOR has taken any immediate, protective action CONTRACTOR deems prudent. If, in the opinion of CONTRACTOR, a reported hazard has not been corrected in a timely manner, the hazard should be reported to the COUNTY Risk Manager. CONTRACTOR shall advise the COUNTY Administrator and/or the Library Contract Administrator or designee, of minor damage and maintenance needs of the property. In the event of serious damage to the property from any cause, including but not limited to fire, CONTRACTOR shall first notify the appropriate emergency services and then notify the COUNTY Administrator and/or the Library Contract Administrator or designee, and COUNTY Risk Management. This Section is NOT intended to be a blanket authorization for the CONTRACTOR to upgrade furniture or fixtures unilaterally, nor is the intent of this clause for the CONTRACTOR to spend funds not approved by the COUNTY Administrator and/or the Library Contract Administrator or designee. CONTRACTOR shall cooperate with and provide claim-related information requested by COUNTY'S insurance company representatives after any loss. CONTRACTOR shall train the manager of each Library as to their duties as required herein and make sure they have the knowledge and training to respond correctly.

34.4. All assets, including capital expenditures with a single unit cost over \$5,000 which are purchased and/or procured by CONTRACTOR for use in the operation of the branches of the Jackson County Library Services pursuant to this Agreement, shall be and shall remain the property of the COUNTY.

34.5. COUNTY shall make available to CONTRACTOR without charge, solely for CONTRACTOR'S use in performing hereunder, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the libraries that is in COUNTY'S possession, custody or control as

of the date hereof. COUNTY reserves all ownership rights in such properties and CONTRACTOR shall return such properties to COUNTY, ordinary wear and tear excepted, at the termination or expiration of this Agreement.

34.6. COUNTY shall provide CONTRACTOR with an initial inventory of all equipment and furnishings of the Jackson County Library Services. CONTRACTOR shall thereafter manage the items included in such inventory and update COUNTY on any changes to such inventory.

35.0 COLLECTION DEVELOPMENT:

35.1 Where materials, including books, are required to be purchased by CONTRACTOR for the Jackson County Library Services, pursuant to this Agreement: On an annual basis, CONTRACTOR shall informally seek quotations for general material acquisitions from a minimum of two (2) vendors, shall retain all documents relating to those quotation(s) during the term of this Agreement, and shall make all materials on the quotations, the selection process and criteria, and the final award available to the COUNTY Administrator and/or the Library Contract Administrator or designee, upon request of the COUNTY Administrator and/or the Library Contract Administrator or designee.

35.2 CONTRACTOR agrees that any materials deemed by CONTRACTOR to be ready for weeding out of the collection of the Jackson County Library Services shall not be discarded without the prior approval of the COUNTY Administrator and/or the Library Contract Administrator or designee.

36.0 RECOVERY OF ASSESSMENTS AGAINST COUNTY: In any instance where funds other than those described in Section 4.0 of this Agreement have been forwarded from the COUNTY, and/or are paid directly from any source, to CONTRACTOR for the performance of duties outside the scope of this Agreement, including but not limited to donations for extra staff, extra hours, extra services, and/or special purpose grants, CONTRACTOR agrees that it shall refund to the COUNTY, immediately upon request of the COUNTY Administrator and/or the Library Contract Administrator or designee, any funds which have or have not been applied by

CONTRACTOR to the required out-of-scope special purposes, work or services, that are required to be returned by COUNTY to the requesting entity.

37.0 FOREIGN CONTRACTOR: If the CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The CONTRACTOR shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

38.0 NO THIRD PARTY BENEFICIARIES: County and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce: its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

39.0 FORCE MAJEURE: Neither COUNTY nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, acts of God, war or any other cause beyond a party's reasonable control where such cause was beyond, respectively, COUNTY'S or CONTRACTOR'S reasonable control. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

40.0 SURVIVAL: The terms, conditions, representations and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

41.0 EXECUTION AND COUNTERPARTS: This contract may be exercised in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

42.0 PRIOR APPROVAL REQUIRED: Approval by the Jackson County Board of

Commissioners or the County Administrator, as evidenced by COUNTY'S execution of this Agreement, is required before any work may begin under this contract.

43.0 CONFIDENTIALITY: CONTRACTOR acknowledges and agrees it is responsible for ensuring compliance with all applicable confidentiality laws, including but not limited to the Health Insurance Portability Accountability Act (HIP AA) and Family Educational Rights and Privacy Act (FERP A).

44.0 MERGER CLAUSE: THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

45.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT: CONTRACTOR certifies that the individual signing below has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

46.0 INFORMATION AND EMPLOYEES.

46.1. Information. In the performance of this Agreement, CONTRACTOR may be exposed to information regarding the identity of COUNTY'S patrons, COUNTY may be exposed to information regarding CONTRACTOR'S proprietary library management techniques, and either party may be exposed to other information designated in writing by the disclosing Party as confidential (collectively, "Confidential Information"). Each party shall: (1) use the same care to protect the other party's Confidential Information from disclosure that such party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose

Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each party shall return all Confidential Information, including all copies, to the owner of such information, and if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

46.2. Employees. COUNTY shall not actively solicit to hire any employee of CONTRACTOR during the term of this Agreement or for a period of six (6) months after termination or expiration of this Agreement, unless such employee previously was an employee of COUNTY. It is understood that posting a job does not constitute active solicitation.

47.0 Intentionally omitted.

48.0 LIMITATION OF LIABILITY.

In no case shall either party be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort or otherwise in excess of an amount equal to the lesser of (i) the actual damages suffered by the aggrieved party, or (ii) the charges for the twelve (12) month period (as shown in Attachment A, as it may be amended) in which such damages were allegedly incurred. In no case shall either party be liable for any punitive, exemplary, incidental, consequential, or special damages arising out of or in connection with this Agreement Notwithstanding any other provisions of this Agreement, CONTRACTOR shall have'llo responsibility for any worker's compensation or any other claims for incidents or costs, expenses or losses occurring prior to the date hereof.

49.0 WARRANTY. CONTRACTOR warrants that it will perform hereunder with at least the care, diligence and expertise generally accepted in the library service industry. CONTRACTOR may purchase goods for use in the management and operation of the libraries. Title to all items purchased by CONTRACTOR on behalf of COUNTY shall at all times reside in COUNTY. If CONTRACTOR furnishes any goods to COUNTY, CONTRACTOR will use good faith efforts to extend the manufacturer's warranty, if any, to COUNTY. There are no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executive this ____ day of _____, 2008.

COUNTY

CONTRACTOR

APPROVED:

By: _____

Attachment A

Jackson County, Oregon Agreement for the Administration and Operation of Library Services

A. Statement of Work

LSSI will administer the operations of Customer's library facilities (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted utilities, supplies, repairs, maintenance, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by Customer.

LSSI shall provide, by and through its own employees or independent CONTRACTORS ("LSSI Staff") any labor LSSI deems necessary for the operation of the Library. The cost of the LSSI Staff shall be paid by LSSI and is included in the Operating Budget (as defined below). LSSI shall have the right to hire and/or terminate the employment of the Library Staff from time to time to perform work under this Agreement as set forth in the main body of the agreement. LSSI will provide the appropriate staffing levels to keep the Branch Libraries open to the public at a minimum the number of hours per week indicated on Table A.

In addition, LSSI will develop a long-range plan for Customer in cooperation with Customer, elected and appointed local officials, other community stakeholders and the Library Staff ("Plan"). Using current professional standards and practice, the Plan will identify challenges and opportunities for the Library staff and corresponding strategic responses, including specific, measurable goals and objectives.

This Plan, when approved by Customer, will help govern the direction and focus of the Library Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the citizens served by the Library.

Appendix 1 attached hereto is a copy of LSSI's response dated August 6, 2007 to Customer's request for proposal. Appendix 2 attached hereto is a copy of LSSI's response dated August 20, 2007 to Customer's request for pricing for reduced hours.

B. Scope of Work

1. Governance - Develop and maintain effective working relationships with local staff, elected officials, Library Advisory Board members, other appointed officials and community groups such as the Friends of the Library.

2. Meetings - LSSI's Project Manager or designee will attend all scheduled meetings of the Library Advisory Committee and the Jackson County Library Foundation. LSSI will make appropriate staff available to attend all meetings of the branch libraries Friends Groups or any future county-wide Friends Group.

3. Fiscal Responsibility:

a. Develop and maintain effective and efficient financial procedures.

b. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.

c. Lead preparation of annual operating and capital budget requests.

d. Continue to seek innovative means of adding value to Customer at little or no additional cost, including the procurement of grants.

4. Management and Reporting:

a. Prepare and provide regular reports to Customer, describing Library activities and recommending changes in policies, procedures and operations as necessary and appropriate.

b. Prepare and provide timely statistical reports to the Customer on Library activities.

5. Staff Development and Coaching:

a. Support orientation, training and professional development of all Library Staff.

b. Provide leadership and guidance to maximize Library Staff effectiveness in Library operations.

6. Public Services:

a. Provide prompt, friendly and accurate assistance in the use of the Library.

b. Provide prompt and accurate circulation, information and reference services.

c. Provide requested materials promptly.

7. Collections - Provide high quality materials on a wide variety of subjects in varied formats for all age groups present in the community, according to established collection management plans.

8. Programming - Provide high quality, effective educational, recreational and cultural programs of interest to all age groups present in the community.

9. Information Technology - Develop and implement short and long range plans to procure, install and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.

10. Marketing - Effectively disseminate information and promote use of the Library, resources and services.

11. Facilities - Work with Library Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

C. Excluded Services

LSSI shall have no responsibility for administration, purchase or payment of, or any liability or duty to defend claims for:

1. Any goods or services, including payroll, that were rendered to Customer prior to the Effective Date.

2. Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of the Library Staff not employed by LSSI, provided that such claims have not resulted from negligence or wrongful acts of LSSI under federal, state, or municipal law.

3. Any worker's compensation claims arising from injuries sustained prior to the Effective Date from any Library Staff not employed by LSSI at the time of such injuries.

4. Any costs of any voluntary retirement incentives, employee buyouts or other similar programs adopted by Customer.

5. Any Capital Items with single unit cost of over \$5000, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LSSI for its benefit (i.e. coffee bar, etc.) shall be approved by Customer and paid for by LSSI.

6. Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by Customer.

D. Library Materials and Materials Handling Fee

On behalf and for the benefit of Customer, LSSI will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include books, periodicals, newspapers, microfilms, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs and the Materials Handling Fee (as defined below) collectively, "Library Materials"). The responsibility for Library collection development policies will remain with Customer, and all Library Materials selections will be the responsibility of LSSI. LSSI will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LSSI shall include a fee of five percent (5%) of the cost of the Library Materials ordered ("Materials Handling Fee").

E. Operating Budget and Charges

Charges ("Operating Budget")

Period	Period	Monthly	Library Materials*
October 1, 2007 to June 30, 2008	\$ 2,286,711.00	\$ 254,079.00	\$ 472,500.00
July 1, 2008 to June 30, 2009	\$ 3,140,418.00	\$ 261,701.00	\$ 630,000.00

* Total cost of Library Materials is included in the Operating Budget and shall include the Materials Handling Fee.

The Operating Budget is contingent on other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

Prior to three (3) months before the end of the last period to which the amount of Charges have been agreed upon, the Parties shall begin to negotiate in good faith the amount of Charges that will apply to the next period. If the Parties have not reached such agreement one (1) month before the end of such period, then the Charges for the next twelve (12) month period, or such fewer number of months remaining until the Expiration Date ("Remaining Months"), shall be equal to the Charge for the last month of such period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus a CPI cost-of-living escalator.

Table A

Library	New Schedule (Hour/Week) County	Saturday Hours Funded by Donations	Total Hours	FTE's
Applegate	8	4	12	.5
Ashland	24		24	6.0
Butte Falls	8		8	.5
Medford	24		24	9.6
Central Point	24		24	2.75
Eagle Point	24		24	2.75
Gold Hill	16		16	1.0
Jacksonville	16	4	20	1.5
Phoenix	16		16	1.0
Prospect	8		8	.5
Rogue River	24	4	28	3.5
Ruch	8		8	.5
Shady Cove	16		16	1.0
Talent	16		16	1.0
White City	16	6	22	1.5
Admin. Central				10.0
Total	248	18	266	43.60

The parties will negotiate in good faith any shifting of staffing among libraries requested by County.

City of Rainier
Options for Library Services

Option 1: City Employee with full benefits

Hours of Service: 40

Estimated Annual Cost: \$68,573/ year

Pros: Additional hours offered; could enable more evening hours; employee would only have to contribute around \$90 per month towards health insurance costs

Cons: This exceeds the budgeted amount of \$60,000; budget would have to be changed to reflect change in status from contract service to city employee

Option 2: City Employee with full benefits

Hours of Service: 32

Estimated Annual Cost: \$54,645/ year

Pros: This would maintain current hours of service and be under budget

Cons: Employee would have to contribute around \$450 per month towards health insurance costs; budget would have to be changed to reflect change in status from contract service to city employee

Option 3: City employee with no benefits

Estimated Annual Cost: Around \$17,000/year

Hours of Service: 19.5

Pros: This would be well under budget

Cons: Fewer hours of service; budget would have to be changed to reflect change in status from contract service to city employee; employee would not have benefits

Option 4: Contract with a different service provider

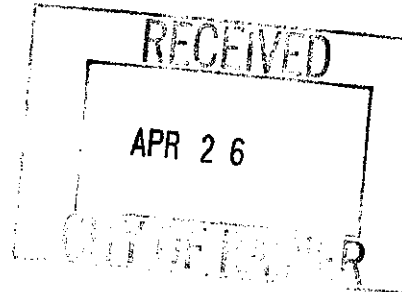
Estimated Cost: TBD

Number of Hours of Service: TBD

Pros: Costs and hours of operation can be included in the contract; maintains current status as a contracted service; would not require any change to the budget; costs can be set, contained and kept predictable; contract can be cancelled if services do not meet expectations

Cons: Benefits would not be offered

APPLICATION FOR SERVING ON
CITIZEN ADVISORY BOARDS/COMMITTEES
CITY OF RAINIER



Date: 4/20/22

Name: Nicholas Gratzner

Mailing Address: 74914 Watershed St Rainier

Street Address: Same

Phone Number: 503-396-9487

Length of Residency in Rainier: 30 years

I am interested in serving on one or more of the following Boards/Committees of the City of Rainier. (See back for descriptions.)

☐ City Council

☐ Library Board (volunteer)

☐ Park Advisory Group (volunteer)

☒ Planning Commission (volunteer)

☐ Budget Committee (volunteer)

☐ 'A' Street Advisory Committee (volunteer)

1. Why are you interested in serving on this Board or Committee?

2. What strengths do you possess to contribute to this Board or Committee?

3. Do you have previous or current experience in community affairs? If so, please explain.

Thank you for completing this questionnaire and your interest in serving your community.

ORDINANCE NO. 1082

AN ORDINANCE PERTAINING TO FLOOD DAMAGE PREVENTION IN THE CITY OF RAINIER

STATUTORY AUTHORITY, FINDINGS OF FACT, PURPOSE, AND METHODS

1.1 STATUTORY AUTHORIZATION

The State of Oregon has in OR ORS 197.175 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Rainier does ordain as follows:

1.2 FINDINGS OF FACT

- A. The flood hazard areas of the City of Rainier are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F. Help maintain a stable tax base by providing for the sound use and development of flood

hazard areas so as to minimize blight areas caused by flooding;

- G. Notify potential buyers that the property is in a special flood hazard area
- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage;
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage.

Appeal: A request for a review of the interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding: A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard: The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR (V, V1-30, VE). "Special flood hazard area" is synonymous in meaning and definition with the phrase "area of special flood hazard."

Base flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE): The elevation to which floodwater is anticipated to rise during the base flood.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

Development: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Flood or Flooding:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation study: See “Flood Insurance Study.”

Flood Insurance Rate Map (FIRM): The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS): An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood proofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be

reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure: Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Lowest floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured dwelling: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home."

Manufactured dwelling park or subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

Mean sea level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a

community's Flood Insurance Rate Map are referenced.

New construction: For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by the City of Rainier and includes any subsequent improvements to such structures.

Recreational vehicle: A vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area: See “Area of special flood hazard” for this definition.

Start of construction: Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance: A grant of relief by the City of Rainier from the terms of a flood plain management regulation.

Violation: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

GENERAL PROVISIONS

1.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all special flood hazard areas within the jurisdiction of the City of Rainier.

1.2 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for the City of Rainier, Oregon (Flood Map 41009C010D, dated November 26, 2010, with accompanying Flood Insurance Rate Maps (FIRMs) 410038, is hereby adopted by reference and declared to be a part of this ordinance. The FIS and FIRM panels are on file at the Columbia County Planning Department, St. Helens, Oregon, and available online at <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-122.97294158263547,46.07290874175574,-122.90565032286993,46.102672907506594>.

1.3 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

Pursuant to the requirement established in ORS 455 that the City of Rainier administers and enforces the State of Oregon Specialty Codes, the City of Rainier does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this ordinance is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

1.4 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

COMPLIANCE

All development within special flood hazard areas is subject to the terms of this ordinance and required to comply with its provisions and all other applicable regulations.

PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a Class I misdemeanor, punishable by a \$500 fine. Nothing contained herein shall prevent the City of Rainier from taking such other lawful action as is necessary to prevent or remedy any violation.

1.5 ABROGATION AND SEVERABILITY

ABROGATION

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

1.6 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

1.7 WARNING AND DISCLAIMER OF LIABILITY

WARNING

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or

flood damages.

DISCLAIMER OF LIABILITY

This ordinance shall not create liability on the part of the City of Rainier, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this ordinance, or any administrative decision lawfully made hereunder.

ADMINISTRATION

1.8 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Administrator, or designee, is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

1.9 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the floodplain administrator, or their designee, shall include, but not be limited to:
PERMIT REVIEW

Review all development permits to determine that:

- A. The permit requirements of this ordinance have been satisfied;
- B. All other required local, state, and federal permits have been obtained and approved.
- C. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this ordinance in section 0 are met; and
- D. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of sections 5.1.7; and
- E. Provide to building officials the Base Flood Elevation (BFE) with an additional two-feet freeboard height applicable to any building requiring a development permit.
- F. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in section 2.0.
- G. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in section 5.1.1.
- H. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

INFORMATION TO BE OBTAINED AND MAINTAINED

The following information shall be obtained and maintained and shall be made available for public inspection as needed:

- A. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with section **5.1.7**.
- B. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of sections **5.2.4**, **5.3.1(F)**, **4.2.1(B)** are adhered to.
- C. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
- D. Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
- E. Maintain all Elevation Certificates (EC) submitted to the community;
- F. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this ordinance and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with section **5.1.7**.
- G. Maintain all floodproofing certificates required under this ordinance;
- H. Record and maintain all variance actions, including justification for their issuance;
- I. Obtain and maintain all hydrologic and hydraulic analyses performed as required under section **5.2.4**.
- J. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under section **4.2.4**.
- K. Maintain for public inspection all records pertaining to the provisions of this ordinance.

REQUIREMENT TO NOTIFY OTHER ENTITIES AND SUBMIT NEW TECHNICAL DATA

COMMUNITY BOUNDARY ALTERATIONS

The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within

such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

WATERCOURSE ALTERATIONS

Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:

- A. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
- B. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.

The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under section **4.2.3.3**. Ensure compliance with all applicable requirements in sections **4.2.3.3** and **5.1.1**.

REQUIREMENT TO SUBMIT NEW TECHNICAL DATA

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 of the Code of Federal Regulations (CFR), Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- A. Proposed floodway encroachments that increase the base flood elevation; and
- B. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS AND DETERMINATIONS

Conduct Substantial Improvement (SI) (as defined in section 2.0) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with section 4.2.2. Conduct Substantial Damage (SD) (as defined in section 2.0) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in section 3.2) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

1.10 ESTABLISHMENT OF DEVELOPMENT PERMIT

FLOODPLAIN DEVELOPMENT PERMIT REQUIRED

A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in section 3.2. The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in section 2.0, including fill and other development activities.

APPLICATION FOR DEVELOPMENT PERMIT

Application for a development permit may be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically the following information is required:

- A.** In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of section 4.2.2.
- B.** Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
- C.** Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in section 5.2.3.3.
- D.** Description of the extent to which any watercourse will be altered or relocated.
- E.** Base Flood Elevation data for subdivision proposals or other development when required per sections 4.2.1 and 5.1.6.
- F.** Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
- G.** The amount and location of any fill or excavation activities proposed.

1.11 VARIANCE PROCEDURE

The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

CONDITIONS FOR VARIANCES

- A.** Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections 4.4.1 (C) and (E), and 4.4.2. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
- B.** Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- C.** Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
- D.** Variances shall only be issued upon:
 - 1.** A showing of good and sufficient cause;
 - 2.** A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - 3.** A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
- E.** Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section 4.4.1 (B) – (D) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

VARIANCE NOTIFICATION

Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with section 4.2.2.

PROVISIONS FOR FLOOD HAZARD REDUCTION

1.12 GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

ALTERATION OF WATERCOURSES

Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with sections 4.2.3.2 and 4.2.3.3.

ANCHORING

- A.** All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B.** All manufactured dwellings shall be anchored per section 5.2.3.4.

CONSTRUCTION MATERIALS AND METHODS

- A.** All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- B.** All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

UTILITIES AND EQUIPMENT

WATER SUPPLY, SANITARY SEWER, AND ON-SITE WASTE DISPOSAL SYSTEMS

- A.** All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- B.** New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- C.** On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

ELECTRICAL, MECHANICAL, PLUMBING, AND OTHER EQUIPMENT

Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level an additional 24 inches or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaced as part of a substantial improvement.

TANKS

- A.** Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
- B.** Above-ground tanks shall be installed at or above the base flood level and an additional two-feet of freeboard height or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

SUBDIVISION PROPOSALS & OTHER PROPOSED DEVELOPMENTS

- A.** All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
- B.** All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - 1.** Be consistent with the need to minimize flood damage.
 - 2.** Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - 3.** Have adequate drainage provided to reduce exposure to flood hazards.

USE OF OTHER BASE FLOOD ELEVATION DATA

When Base Flood Elevation data has not been provided in accordance with section 3.2 the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer section 5.0. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of section 5.1.6.

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc... where available. See FIRM 410038. When no Base Flood Elevation data is available the elevation requirement is two feet above the highest adjacent grade. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

STRUCTURES LOCATED IN MULTIPLE OR PARTIAL FLOOD ZONES

In coordination with the State of Oregon Specialty Codes:

- A.** When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
- B.** When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

1.13 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section **5.1** of this ordinance.

FLOOD OPENINGS

All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements.

Enclosed areas below the Base Flood Elevation, including crawl spaces shall:

- A.** Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
- B.** Be used solely for parking, storage, or building access;
- C.** Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - 1.** A minimum of two openings,
 - 2.** The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - 3.** The bottom of all openings shall be no higher than one foot above grade.
 - 4.** Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.
 - 5.** All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

GARAGES

- A.** Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - 1.** If located within a floodway the proposed garage must comply with the requirements of section 5.2.4.
 - 2.** The floors are at or above grade on not less than one side;
 - 3.** The garage is used solely for parking, building access, and/or storage;
 - 4.** The garage is constructed with flood openings in compliance with section 5.2.1 to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - 5.** The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
 - 6.** The garage is constructed in compliance with the standards in section 5.1; and
 - 7.** The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating

within the components during conditions of the base flood.

- B.** Detached garages must be constructed in compliance with the standards for appurtenant structures in section 5.2.3.6 or non-residential structures in section 5.2.3.3 depending on the square footage of the garage.

FOR RIVERINE (NON-COASTAL) SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATIONS

In addition to the general standards listed in section 5.1 the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

BEFORE REGULATORY FLOODWAY

In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

RESIDENTIAL CONSTRUCTION

- A.** New construction, conversion to, and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated at or above the Base Flood Elevation (BFE) a minimum of two feet of freeboard.
- B.** Enclosed areas below the lowest floor shall comply with the flood opening requirements in section 5.2.1.

NON-RESIDENTIAL CONSTRUCTION

- A.** New construction, conversion to, and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - 1.** Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE) by two feet freeboard;
Or, together with attendant utility and sanitary facilities:

Additional Recommended Language Provided in Appendix B

- i.** Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - ii.** Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - iii.** Be certified by a registered professional engineer or

architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth section 4.2.2.

- B.** Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in section 5.2.1.
- C.** Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below.

MANUFACTURED DWELLINGS

- A.** Manufactured dwellings to be placed (new or replacement) or substantially improved that are supported on solid foundation walls shall be constructed with flood openings that comply with section 5.2.1;
- B.** The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;
- C.** Manufactured dwellings to be placed (new or replacement) or substantially improved shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
- D.** Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).

RECREATIONAL VEHICLES

Recreational vehicles placed on sites are required to:

- A.** Be on the site for fewer than 180 consecutive days, and
- B.** Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C.** Meet the requirements of section 5.2.3.4, including the anchoring and elevation requirements for manufactured dwellings.

APPURTENANT (ACCESSORY) STRUCTURES

Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (Non-Coastal) flood zones may be granted for appurtenant structures that meet the following requirements:

- A.** Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found

in section 5.2.4.

- B.** Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
- C.** In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.
- D.** The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
- E.** The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
- F.** The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section 5.2.1;
- G.** Appurtenant structures shall be located and constructed to have low damage potential;
- H.** Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with section 5.1.5.
- I.** Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

FLOODWAYS

Located within the special flood hazard areas established in section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A.** Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:
 - 1.** Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
 - Or,
 - 2.** A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations,

provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.

- B.** If the requirements of section 5.2.4 (A) are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of section 5.0.
 - 1.** hydrodynamic loads and the effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as stated in section 5.2.3.3(A)(4).
- B.** Recreational vehicles placed on sites within AO Zones on the community's Flood Insurance Rate Maps (FIRM) shall either:
 - 1.** Be on the site for fewer than 180 consecutive days, and
 - 2.** Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - 3.** Meet the elevation requirements of section 5.2.5.2(A), and the anchoring and other requirements for manufactured dwellings of section 5.2.3.4.
- C.** In AO zones, new and substantially improved appurtenant structures must comply with the standards in section 5.2.3.6.
- D.** In AO zones, enclosed areas beneath elevated structures shall comply with the requirements in section 5.2.1.

Appendix A –Definitions

Building: See "Structure."

Critical facility: Means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

Elevated building: Means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

Floodplain or flood prone area: Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Floodplain administrator: The community official designated by title to administer and enforce the floodplain management regulations.

Floodplain management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain management regulations: Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Hazardous material: The Oregon Department of Environmental Quality defines hazardous materials to include any of the following:

- (a) Hazardous waste as defined in ORS 466.005;
- (b) Radioactive waste as defined in ORS 469.300, radioactive material identified by the Energy Facility Siting Council under ORS 469.605 and radioactive substances defined in ORS 453.005
- (c) Communicable disease agents as regulated by the Health Division under ORS Chapter 431 and 433.010 to 433.045 and 433.106 to 433.990;
- (d) Hazardous substances designated by the United States Environmental Protection Agency (EPA) under section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended;
- (e) Substances listed by the United States EPA in section 40 of the Code of Federal Regulations, Part 302 – Table 302.4 (list of Hazardous Substances and Reportable Quantities) and amendments;
- (f) Material regulated as a Chemical Agent under ORS 465.550;
- (g) Material used as a weapon of mass destruction, or biological weapon;
- (h) Pesticide residue;
- (i) Dry cleaning solvent as defined by ORS 465.200(9).

Letter of Map Change (LOMC): Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

- (a) **Conditional Letter of Map Amendment (CLOMA):** A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
- (b) **Conditional Letter of Map Revision (CLOMR):** A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
- (c) **Conditional Letter of Map Revision based on Fill (CLOMR-F):** A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
- (d) **Letter of Map Amendment (LOMA):** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
- (e) **Letter of Map Revision (LOMR):** A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
- (f) **Letter of Map Revision based on Fill (LOMR-F):** A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
- (g) **PMR:** A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

Regulatory floodway: See "Floodway."

Sheet flow area: See "Area of shallow flooding."

Water dependent: Means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of intrinsic nature of its operations.

Water surface elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas; to include Columbia River Datum (CRD).

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2022.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

ORDINANCE NO. 1083

AN ORDINANCE OF THE CITY OF RAINIER, OREGON REGARDING THE ANNEXATION OF CONTIGUOUS PROPERTIES AND ANNEXATION OF PROPERTIES THAT ARE A DANGER TO PUBLIC HEALTH

WHEREAS, on August 25, 1983, the City of Rainier's land use regulations were officially acknowledged by the Oregon Land Conservation and Development Commission; and

WHEREAS, the City of Rainier Municipal Code, Zoning Code Title 18, Chapter 18.10.070: and Ordinance 974 provides the standards, procedures, and factors by which the City evaluates annexation proposals; and

WHEREAS, the City of Rainier shall provide clear and in-depth regulations in relation to the annexation application and approval process to ensure that annexations are timely, orderly and efficient; and

WHEREAS, Rainier City Council held a meeting on August 2, 2021 and the Planning Commission on September 22, 2021 to discuss code amendments and annexation regulations; and

WHEREAS, the Planning Commission held a public hearing on October 20, 2021 and found that the proposed annexation process and amendments pursuant to ORS 197.175: Cities' and counties' planning responsibilities; rules on incorporations; compliant with goals.

WHEREAS, the Rainier City Council recognizes that the City has historically processed annexations without applications having to be voted on; and

WHEREAS, property owners interested in annexation may initiate their own annexation process if the properties are contiguous to existing City limits through the Expedited Annexation process, which does not require a public hearing, and

WHEREAS, the provision of future city services shall be limited to properties within the City limits, and

WHEREAS, city services shall be provided to only structures within the city limits and will actively pursue the annexation of all properties currently served by city services outside of the city, and

WHEREAS, the City of Rainier shall be able to initiate annexations; and

WHEREAS, annexations shall be completed without a citywide election; and

WHEREAS, properties that are within the Urban Growth Boundary and a danger to public health due to inadequate water or septic systems shall be annexed into the City to protect public health or for a reason that the City deems necessary; and

WHEREAS, the Rainier City Council finds that annexation of developed property is in the best interest of the City and of the contiguous territory; now therefore,

BE IT RESOLVED, that the Rainier City Council does hereby allow annexation of properties within the Urban Growth Boundary into city limits by property owner initiation and City initiated annexation of properties that are a danger to public health or for a reason that the City deems necessary.

Adopted by the Rainier City Council at a regularly scheduled meeting thereof, on the ____ day of _____, 202_ and effective this date.

City of Rainier, Oregon

Jerry Cole, Mayor

ATTEST:

City Recorder

Division III

Chapter 18.

ANNEXATIONS

Sections

18.00.00 Purpose

18.00.00 State and regional regulations regarding annexations

18.00.00 Definitions

18.00.00 General Procedures

18.00.00 Initiation Procedures

18.00.00 Annexation Procedures

18.00.00 Submittal Requirements

18.00.00 Approval Criteria

18.00.00 Purpose

The purpose of this section is to establish the necessary procedures and criteria under Oregon Revised Statutes Chapter 222 and all related chapters. The provisions of this section are hereby adopted to achieve orderly and efficient annexation of lands into the City of Rainier city limits.

- A. The procedures and standards set forth in this section are required for review and decision of proposed annexations and will ensure that:
 - a. A system for measuring the physical, environmental, fiscal and related social effects of proposed annexations is established;
 - b. The City of Rainier will be able to initiate annexations;
 - c. The City of Rainier will not be required to hold citywide elections for annexations;
 - d. The City of Rainier will not be held responsible for providing services to any structures outside of city limits; and
 - e. Ensure adequate time for review by staff.

18.00.00 State and regional regulations regarding annexations.

The regulations and requirements of Oregon Revised Statute Chapter 222 are concurrent obligations for annexation and are not affected by the provisions of this chapter.

18.00.00 Definitions

The following definitions shall be used in this chapter:

“Annexation” means boundary change due to an annexation or withdrawal of territory to from a city or district, or from a city/county to a city; and the extra-territorial extension of water or sewer service by a city or district.

“City” means to the City of Rainier

“Commission” means the City of Rainier Planning Commission

“Contiguous” means sharing a common border or touching

“Council” means the City of Rainier City Council

18.00.00 General Procedures

The general procedures stated in this section shall apply to all annexation proposals.

A. Annexation proposals shall be considered by the Council pursuant to the Type IV legislative process, as stated in Chapter 18.160, except that the Commission shall conduct no public hearing or recommendation. The Council decision shall be the “Final Decision” for purposes of compliance with 18.160.050.

B. Notice

- a. The City Planning Official shall notify in writing the Oregon Department of Land Conservation and Development (DLCD) of legislative amendments at least 45 days before the first public hearing at which public testimony or new evidence will be received. The notice shall include a DLCD Certificate of Mailing.
- b. Written notice may also be conducted electronically through Plan Amendments (PAPA) online through DLCD.
- c. At least 20 days, but not more than 40 days, before the date of the first hearing on an ordinance, a notice shall be prepared in conformance with ORS 227.175 and mailed to:
 - i. Each owner whose property would be directly affected by the proposal;
 - ii. Any affected governmental agency;
 - iii. Any person who requests notice in writing.
- d. At least 10 days before the scheduled City Council public hearing date, public notice shall be published in a newspaper of general circulation in the city.
- e. For each mailing and publication of notice, the City Planning Official shall keep an affidavit of mailing/publication in the record.

C. A staff report shall be issued prior to Final Decision by the Council.

D. The decision made by Council shall be in writing

18.00.00 Initiation Procedures

Initiation Procedures shall apply to annexation proposals.

A. An annexation proposal may be initiated by the City of Rainier through the Council, on its own motion, as set forth in this section. The Council may terminate proceedings under this section at any time.

B. An annexation proposal may be initiated pursuant to the state law Health Hazard Abatement annexation process.

C. An annexation proposal may be initiated pursuant to the state law Island annexation process.

D. An annexation proposal may be initiated by submission of city forms of property owner(s) of the area to be annexed as set forth in this section.

a. When all of the owners of land in the territory to be annexed ~~and not less than 50% of the electors, if any, residing in the territory to be annexed,~~ consent in writing to the annexation of their land in the territory and file a statement of their consent with the City.

~~b. When a majority of the electors registered in the territory proposed to be annexed consent in writing to the annexation and the owners of more than half of the land in the territory consent in writing to the annexation of their land in the territory and file a statement of their consent with the City.~~

c. A pre-application conference is strongly encouraged prior to the submittal of an annexation partition.

18.00.00 Annexation Procedures

A. A proposal shall be considered by the City Council without a public hearing and may be placed on the Council consent agenda. The Council decision on the proposal shall be considered the "Final Decision."

B. The petition requirements for expedited applications must be accompanied by the written consent of 100% of the property owners ~~and at least 50% of the electors, if any,~~ within the affected territory.

- C. Notice of petition for an expedited process must be provided a minimum of 20 days prior to the final decision and shall follow the notification procedures as required for Type IV Comprehensive Plan amendments.
- D. A brief staff report shall be issued at least seven days prior to the decision date.
- E. An expedited process cannot be used if a necessary party gives written notice to contest the decision.

18.00.00 Submittal Requirements

An applicant for annexation shall submit six copies of the application materials. The City may require additional copies if deemed necessary. The application materials shall include:

- A. A complete and signed annexation application packet of forms provided to the City.
- B. A petition, on City forms, completed by property owners ~~and/or electors~~ residing in the affected territory that meets the minimum petition requirements set forth by the City.
- C. A metes and bounds legal description of the territory to be annexed, meeting the relevant requirements of ORS 308.225. A lot and block description may be substituted if the area is platted. If the legal description contains any deed or book and page references, legible copies of these shall be submitted with the legal description.
- D. A map showing the affected territory, any public streets to be annexed and parcels within 300 feet of the affected territory including any public streets. The affected territory shall be identified on the map. The map shall be submitted on an 11 x 17-inch map and shall show scale and a north arrow.
- E. A narrative which addresses the approval criteria.
- F. A request for an expedited procedure if desired by the applicant.
- G. The applicant is responsible for all fees related to the annexation process.

18.00.00 Approval Criteria

The City Council shall approve or deny an annexation proposal based on findings and conclusions addressing the following criteria:

- A. Findings conducted by the City Planning Official or other City staff.
- B. The affected territory must be located within the City's Urban Growth Boundary.
- C. The affected territory is contiguous to the existing city limits.

- D. The city will attempt to apply zoning which is most like the county zone. Try to avoid nonconforming uses.
- E. A City of Rainier Covenant of Waiver of Rights and Remedies City form has been executed by all owners of the property to be annexed and all owners of any interest in the property to be annexed regarding waiver of any statutory or constitutional regulatory provisions, including but not limited to, Ballot Measure 37 (effective December 2, 2004) as amended by Ballot Measure 49. This section only applies to those property owners who have consented in writing to annexation.
- F. That either:
 - a. That funding mechanisms required to construct transportation, wastewater, water, stormwater and park facilities consistent with adopted Public Facility or Utility Master Plans, Parks and/or Transportation System Plans are in place or;
 - b. In lieu, a Public Facilities, Parks, and Transportation Agreement is executed that funding will be in place prior to or concurrent with a development permit application.
- G. That the public interest would be furthered by the annexation.

18.00.00 Fiscal Impact Statement

The City shall prepare a fiscal impact statement, which shall estimate the fiscal impact that the proposed annexation would have on the City's general fund. The fiscal impact information shall be utilized in the determination of whether the public interest would be furthered by the approval of the annexation.

18.00.00 Appeals

The City Council decision may be appealed according to state law.

ORDINANCE NO. 1084

**AN ORDINANCE OF THE CITY OF RAINIER
REPEALING ORDINANCE 1055**

WHEREAS, on November 17, 2010, the City of Rainier adopted Ordinance No. 1055 Adopting Amendments to the City of Rainier Comprehensive Plan and Zoning Ordinance, and

WHEREAS, Ordinance No. 1055 was codified as Chapter 18.120 of the Rainier Municipal Code, and

WHEREAS, city staff has consulted with officials from the Oregon Department of Land Conservation and Development (DLCD) about updating the City's flood plain regulations, and

WHEREAS, the Rainier Planning Commission voted unanimously to recommend council passage of Ordinance 1082 to update the City's flood plain regulations, and

WHEREAS, upon council's adoption of Ordinance 1082, it will be the most recent update to the City's flood plain regulations, and

WHEREAS, upon the adoption of Ordinance 1082, Ordinance 1055 will be outdated, and

WHEREAS, based on the input from DLCD, city staff has decided that Ordinance 1055 should be repealed, as it is outdated and no longer serving its intended purpose;

WHEREAS, it appears to the City of Rainier council that the public interest will best be served by repealing this ordinance.

NOW, THEREFORE, the City of Rainier ordains as follows: Ordinance No. 1055, adopted on November 17, 2010, is hereby repealed.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2022.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

ORDINANCE NO. 1085

**AN ORDINANCE OF THE CITY OF RAINIER
TO AMEND THE RAINIER ZONING CODE TEXT: CHAPTER 18.50.050, SECTIONS
C 2(a) AND D 2(a)--QUALITY OF MATERIALS**

WHEREAS, city staff received an inquiry as to the allowable building materials in the Waterfront Mixed Use Zone in Rainier, and

WHEREAS, building materials have evolved since the time that the existing code was adopted, and

WHEREAS, it was determined by city staff that amending the code text to update the changes in building material quality would be in the City's best interest, and

WHEREAS, the City Planning Commission held a duly notified meeting on January 19, 2022 at 6 p.m. in the Rainier City Hall, and

WHEREAS, the City of Rainier forwarded Notice of Proposed Changes to the Oregon State Department of Land Conservation and Development (DLCD) on November 5, 2021, in compliance with the 35-day notice requirement; and

WHEREAS, the City of Rainier Planning Commission held a duly notified meeting on January 19, 2022 and concluded to recommend approval of the text amendment to the Rainier City Council; and

WHEREAS, the Rainier City Council held a duly noticed public hearing on May 2, 2022 and found that after due consideration of all the evidence in the record, that they agreed with the recommendation forwarded by the Rainier Planning Commission; and

WHEREAS, the Rainier City Council has considered findings of compliance criteria and law applicable to the proposal;

NOW, THEREFORE, the City of Rainier ordains as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The City of Rainier Zoning Code Text is amended for Chapter 18.50.050, Sections C 2 (a) and D 2 (a)—Quality of Materials.
3. In support of the above amendments to the Zoning Code Text, the Rainier City Council hereby adopts the Findings of Facts and Conclusions of Law in the City Staff Report, together with its attached addendums and correspondences, dated ----
4. The effective date of this Ordinance shall be thirty (30) dates after approval, in accordance with the City Charter and other applicable laws.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2022.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

**BEFORE THE CITY COUNCIL OF
THE CITY OF RAINIER**

**RESOLUTIONS RELATED TO ADOPTION)
OF THE 2022-23 BUDGET)**

RESOLUTION NO 22-06-01

WHEREAS, the Budget Committee on May 16, 2022 approved a City Budget,

RESOLUTION ADOPTING THE 2022-23 BUDGET

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Rainier does hereby adopt the budget for fiscal year 2022-23 in the sum of \$14,335,974 now on file at the City Hall.

RESOLUTION MAKING APPROPRIATIONS

IT IS FURTHER RESOLVED that the amounts for the Fiscal Year beginning July 1, 2022 are hereby appropriated as follows:

GENERAL FUND

General Government	\$91,143
City Building Maintenance	\$17,500
Land Use and Development	\$30,058
Library	\$73,960
Attorney	\$9,600
Finance & Administration	\$49,731
Municipal Court	\$62,585
Public Properties	\$179,432
Police Department	\$926,361
Amounts not allocated to a Program/Org. Unit:	
Transfers Total	\$382,553
Operating Contingency	<u>\$60,000</u>
TOTAL GENERAL FUND	\$1,882,914

DEBT SERVICE FUND

Debt Service	<u>\$940,629</u>
TOTAL DEBT SERVICE FUND	\$940,629

SEWER FUND

Sewer Operations	\$774,296
Amounts not allocated to a Program/Org. Unit:	
Transfers	\$955,740
Contingencies	<u>\$48,000</u>
TOTAL SEWER FUND	\$1,778,036

WATER FUND

Water Operations	\$706,155
Amounts not allocated to a Program/Org. Unit:	
Transfers	\$462,336
Contingencies	<u>\$9,000</u>
TOTAL WATER FUND	\$1,177,491

TIMBER FUND

Timber Operations	\$104,300
Amounts not allocated to a Program/Org. Unit:	
Contingencies	<u>\$50,000</u>
TOTAL TIMBER FUND	\$154,300

STREET FUND

Street Operations	\$201,726
Amounts not allocated to a Program/Org. Unit:	
Transfers	\$224,829
Contingencies	<u>\$27,000</u>
TOTAL STREET FUND	\$453,555

SPECIAL PROJECTS FUND

Special Projects	<u>\$759,000</u>
TOTAL SPECIAL PROJECTS FUND	\$759,000

SEWER CAPITAL IMPROVEMENT FUND

Capital Outlay	\$1,217,584
TOTAL SEWER CAPITAL IMPROVEMENT FUND	\$1,217,584

WATER CAPITAL IMPROVEMENT FUND

Capital Outlay	\$928,071
TOTAL WATER CAPITAL IMPROVEMENT FUND	\$928,071

TRANSPORTATION CAPITAL IMPROVEMENT FUND

Capital Outlay	\$880,696
TOTAL TRANS CAPITAL IMPROVEMENT FUND	\$880,696

LIBRARY TRUST FUND

Materials and Services	<u>\$7,500</u>
TOTAL LIBRARY TRUST FUND	\$7,500

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2022-2023:

- (1) At the rate of \$ 5.2045 per \$1000 of assessed value for permanent rate tax; and
- (2) In the amount of \$501,047 for debt service on general obligation bonds.

RESOLUTION CATEGORIZING THE TAX

Subject to the General Government Limitation

Permanent Rate Tax..... \$ 5.2045/\$1,000

Excluded from Limitation

General Obligation Bond Debt Service..... \$ 501,047

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this day of June 6, 2022.

ATTEST:

Jerry Cole
Mayor for the City of Rainier

W. Scott Jorgensen
City Administrator

**BEFORE THE CITY COUNCIL OF
THE CITY OF RAINIER**

RESOLUTION TO RECEIVE STATE)	
REVENUE SHARING MONEY FOR)	RESOLUTION NO 22-06-02
FISCAL YEAR 2022-2023)	

WHEREAS, the City of Rainier includes State Revenue Sharing Funds as a vital part of its budget;

NOW, THEREFORE, be it resolved that the Common Council of the City of Rainier, Oregon, pursuant to ORS 221.770, hereby elects to receive State revenues for fiscal year 2022-2023. Also pursuant to ORS 221.770 having gone through the budget hearing process a public hearing was held on June 6, 2022.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this 6th day of June, 2022.

Jerry Cole
Mayor for the City of Rainier

Attested:

W. Scott Jorgensen
City Administrator

ORDINANCE NO. 1087

AN ORDINANCE OF THE CITY OF RAINIER ESTABLISHING RULES AND REGULATIONS FOR RECREATIONAL VEHICLES

Section 1. Purpose.

The purpose of this ordinance is to limit the use of camper vehicles and other nonpermanent structures for permanent human habitation because it is the determination of the city council that their use in the city for permanent habitation is deleterious to the health, safety and welfare not only of the persons residing therein, but, additionally, of the public at large. Portable heating devices, nonstandard electrical connections, a lack of approved sanitary facilities including, but not limited to, bathrooms with toilets, sinks or showers or bathtubs and standard kitchen facilities, among other facilities associated with safe places or permanent human habitation, all lend themselves to unhealthful, unsanitary and hazardous living conditions, if utilized for extended periods of time, occasioned in part because camper vehicles and other nonpermanent structures are not intended for use as places of permanent human habitation and do not adequately provide for the needs associated with human habitation.

Notwithstanding the foregoing, this ordinance shall make allowances for safe, comfortable and sanitary use of camper vehicles and other nonpermanent structures for short-term, temporary use for human habitation purposes.

Section 2. Bus, camper, motor home recreational vehicle and boat restrictions.

A. No person shall at any time park or leave standing a camper, house trailer, motor bus, motor truck, motor home, boat trailer, vehicle with camper or recreational vehicle, whether attended or unattended, on any public highway, public street or other public way within the city limits, for a period greater than thirty (30) minutes, between the hours of 12:01 a.m. and 6 a.m.

B. A recreational vehicle, house trailer or motor home may be parked on a public street longer than the period allowed in Section 2 (A) if;

1. It is owned by the resident or guest of the resident of the property in front of which it is parked, and
2. It is parked on the public street no longer than fourteen (14) days in any calendar year, and
3. Such vehicle is parked in a manner, which does not interfere with traffic or create a hazard by obstructing the view of drivers.

Section 3. Occupying recreational vehicles.

It is unlawful for any recreational vehicle to be occupied, lived in or otherwise used as a residence within the city, unless such use is specifically approved by the city, except a private, residentially zoned property is permitted to use a recreational vehicle to house guests no more than a total of fourteen (14) days in a calendar year.

- A. Recreational vehicles shall be mobile and fully operable, on inflated wheels, and licensed with the Department of Motor Vehicles at all times.
- B. Recreational vehicles may be brought to a lot by guests and for no more than a total of fourteen (14) days in a calendar year.
- C. Porches and awnings and related structural projections may not be constructed adjacent or attached to a recreational vehicle.
- D. Temporary siting and occupancy may be allowed at the discretion of city staff. Any temporary use must comply with the provisions of section 18.153 of the Rainier Municipal Code with lawful connection to city water and sewer services in a manner approved by the public works director. A denial of a temporary use by staff may be appealed to the city council.

Section 4. Penalties.

- A. Any person adjudged to have violation any of the provisions, except in cases where a different punishment is prescribed by any ordinance of the city, shall pay a penalty of not less than \$250 per violation, unless superseded by state law.
- B. Each and every day during any portion of which any violation of any provision of the ordinance is committed, continued or permitted by any person shall constitute a separate violation.
- C. The penalty or fine for a third or any subsequent separate judgment of violation of the same offense by the same person shall be no less than \$1,000, unless superseded by state law.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2022.

Attested:

BY: _____

Jerry Cole, Mayor

BY: _____

Scott Jorgensen, City Administrator

Fox Creek Project Grant Timelines and Processes

Point of Contact: Kate Trudeau, Regional Mitigation and Recovery Coordinator, Oregon Office of Emergency Management (OEM)

OEM acts as a pass-through entity for the Federal Emergency Management Agency (FEMA)

Notice of Funding—end of August, September

Briefing—scoring, eligibility, Flood Mitigation Assistance (FMA) grant

Letter of Intent:

- proposal
- project
- needs

The feasibility study will inform this, and should be done right around the time that the grant funding opens up

Pre-Application—November or December

OEM Selections Projects

Application

Grant Award

Outstanding Items:

- Timeline for grant award
- Is it a reimbursement grant?

CITY OF RAINIER
CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
3/1/2022-3/28/2022

ACCOUNT REGISTER SUMMARY		CKS/DEBITS	DEP/CREDITS	
Ending Balance	386,112.46			
PERS Deposits -				
New Ending Balance	386,112.46	0.00	0.00	386,112.46

BANK STATEMENT SUMMARY		CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,336.19				
Ending Balance SHCU 760072-2	402,821.54				
Deposits not Shown on Statement			12,226.35		
Outstanding Cks and Other Debits		42,867.35			
PERS Outstanding		20,404.27			
PERS Adjustment					
Ending Balance	437,157.73	63,271.62	12,226.35	386,112.46	0.00

LGIP STATEMENT SUMMARY					
Beginning Balance	7,409,515.76				
Deposits			32,366.77		
Withdrawals					
Interest			3,166.86		
S/C		0.10			
Ending Balance	7,409,515.76	0.10	35,533.63	7,445,049.29	

TOTAL CASH **7,831,161.75**

GENERAL LEDGER RECONCILIATION
3/1/2022-3/28/2022

	02/01/22				02/28/22	
Fund	Beginning Balance	Total Revenue	Total Expense	Liabilities	Ending Balance	
10 General	2,612,810.85	226,549.84	190,020.80		2,649,339.89	
20 Debt	364,096.00	0.00	0.00		364,096.00	
30 Sewer	423,304.83	78,355.82	48,100.33		453,560.32	
40 Water	273,984.95	74,086.22	50,836.59		297,234.58	
50 Timber	1,726,534.45	0.00	5,773.19		1,720,761.26	
60 Street	269,784.88	11,804.50	55,150.55		226,438.83	
65	0.00				0.00	
70	0.00				0.00	
81 Special Projects	341,410.40	0.00	21,137.11		320,273.29	
83 Sewer Capital	971,657.76	0.00	0.00		971,657.76	
84 Water Capital	386,929.28	5,580.23	11,160.46		381,349.05	
85 Transportation Capital	363,181.73	0.00	6,358.97		356,822.76	
90 Library Trust	90,193.53	52.11	617.63		89,628.01	
General Ledger Total	7,823,888.66				7,831,161.75	0.00

Completed by: _____ Date: _____ Approved by: _____ Date: _____

City of Rainier
 2021/2022 Budget Year
 3/31/2022

Budget Compared to Actual-Major Funds

Income/Expense

	2021/2022	3/31/2022	3/31/2022
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	1,480,338	94.69%
Expenditures	1,778,290	961,447	54.07%

	2021/2022	3/31/2022	3/31/2022
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	1,340,888	91.28%
Expenditures	1,732,561	1,461,513	84.36%

	2021/2022	3/31/2022	3/31/2022
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	729,234	76.20%
Expenditures	1,235,198	989,442	80.10%

	2021/2022	3/31/2022	3/31/2022
Timber Fund		YTD Actual	YTD % Variance
*Revenue	180,000	514,494	285.83%
Expenditures	520,512	50,591	9.72%

	2021/2022	3/31/2022	3/31/2022
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	231,224	93.09%
Expenditures	333,065	266,290	79.95%

*Excludes Beginning Balance

City of Rainier
2020/2021 Budget Year
3/31/2022
Budget Compared to Actual-Major Funds
Budget Variance by Appropriation

	2021/2022	3/31/2022	3/31/2022
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	1,480,338	94.69%
Expenditures			
10 General Government	388,638	162,316	41.77%
20 City Building Maintenance	13,500	4,906	36.34%
30 Land Use & Development	27,425	16,415	59.85%
50 Library	68,800	7,129	10.36%
60 Attorney	7,500	7,196	95.95%
70 Finance & Administration	56,117	34,388	61.28%
80 Municipal Court	61,084	41,601	68.10%
90 Public Properties	189,483	117,662	62.10%
100 Police Department	965,743	569,834	59.00%
	2021/2022	3/31/2022	3/31/2022
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	1,340,888	91.28%
Expenditures			
Personnel Services	454,307	318,162	70.03%
Material & Services	278,000	214,118	77.02%
Capital Outlay	0	0	0.00%
Transfers	956,944	929,233	97.10%
Contingencies	43,310	0	0.00%
	2021/2022	3/31/2022	3/31/2022
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	729,234	76.20%
Expenditures			
Personnel Services	488,346	344,251	70.49%
Material & Services	192,320	132,810	69.06%
Capital Outlay	0	0	0.00%
Transfers	512,382	512,381	100.00%
Contingencies	42,150	0	0.00%
	2021/2022	3/31/2022	3/31/2022
Timber Fund	Budget	YTD Actual	YTD % Variance
*Revenue	180,000	514,494	285.83%
Expenditures			
Material & Services	80,400	44,998	55.97%
Capital Outlay	65,000	5,593	8.60%
Contingencies	300,000	0	0.00%
Property Purchase Reserve	75,112	0	0.00%
	2021/2022	3/31/2022	3/31/2022
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	231,224	93.09%
Expenditures			
Personnel Services	66,643	52,590	78.91%
Material & Services	118,150	67,571	57.19%
Capital Outlay	0	0	0.00%
Contingencies	2,144	0	0.00%
Transfers	146,128	146,128	100.00%

*Excludes Beginning Balance

Accounts Payable

Checks by Date - Summary by Check Date

User: elisha
Printed: 5/3/2022 12:01 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
11007	2232	Advanced Electrical Tech., Inc.	03/10/2022	6,358.97
11008	3000	ALS Group USA, Corp.	03/10/2022	453.00
11009	2220	Baker & Taylor	03/10/2022	309.16
11010	520	BCX, Inc.	03/10/2022	200.00
11011	978	Bud Clary	03/10/2022	226.85
11012	3795	Calibre Press	03/10/2022	199.00
11013	673	Cintas Corporation	03/10/2022	116.82
11014	3094	Clatskanie Rifle Club	03/10/2022	10.00
11015	097	Columbia County Treasurer	03/10/2022	131.20
11016	044	Columbia River PUD	03/10/2022	306.52
11017	3514	Core & Main LP	03/10/2022	413.28
11018	2167	Country Media Inc.	03/10/2022	12.60
11019	043	Cowlitz Clean Sweep Inc	03/10/2022	1,872.20
11020	3521	Cowlitz County Public Works	03/10/2022	1,752.06
11021	303	Galls, LLC-DBA Blumenthal Uniform	03/10/2022	497.46
11022	778	Kenneth Holly	03/10/2022	117.56
11023	581	Home Depot Credit Services	03/10/2022	74.56
11024	2113	Hudson Garbage Service	03/10/2022	203.00
11025	3660	Illinois Library Assoc.	03/10/2022	223.66
11026	3545	InRoads Credit Union	03/10/2022	1,220.18
11027	1060	J.L. Storedahl	03/10/2022	28.10
11028	3332	KRP Data Systems	03/10/2022	240.00
11029	3332	KRP Data Systems	03/10/2022	240.00
11030	020	Lakeside Industries	03/10/2022	50.85
11031	3633	LAS Truck Repair LLC	03/10/2022	1,130.40
11032	3658	LCD Excavation, LLC	03/10/2022	8,020.95
11033	155	League of Oregon Cities	03/10/2022	20.00
11034	1026	Modern Marketing	03/10/2022	251.86
11035	3644	More Power Computers, Inc.	03/10/2022	2,385.06
11036	19	Oregon Assoc. Chief of Police	03/10/2022	660.00
11037	996	Oregon Department of Revenue	03/10/2022	354.00
11038	224	Oregon Dept. of State Lands	03/10/2022	851.31
11039	766	Payne Reforestation	03/10/2022	5,616.00
11040	3794	PBS Engineering and Environmental Inc.	03/10/2022	3,200.00
11041	382	Postmaster	03/10/2022	384.25
11042	029	Quill Corporation	03/10/2022	106.63
11043	096	Rainier Police Department	03/10/2022	290.00
11044	3080	Ricoh USA, Inc.	03/10/2022	148.00
11045	3664	SAIF	03/10/2022	1,911.63
11046	022	Stephen D. Petersen, LLC	03/10/2022	200.00
11047	3418	Sun Life Financial	03/10/2022	102.18
11048	211	Superior Tire Services	03/10/2022	527.25
11049	311	Traffic Safety Supply Co., Inc.	03/10/2022	2,043.24
11050	3470	Tribeca Transport LLC	03/10/2022	1,268.52
11051	030	True Value	03/10/2022	39.38
11052	3088	U.S. Postal Service	03/10/2022	312.00
11053	188	United Rentals	03/10/2022	2,338.46

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11054	089	USA Blue Book	03/10/2022	391.70
11055	101	V O Printers, Inc	03/10/2022	146.39
11056	3512	Verizon	03/10/2022	345.98
11057	306	Waite Specialty Machine, Inc.	03/10/2022	300.00
11058	3577	Wasco County Landfill, Inc.	03/10/2022	2,013.65
11059	2158	Waterhouse Environmental Services	03/10/2022	5,336.00
11060	078	Watkins Tractor & Supply Co	03/10/2022	1,271.95
11061	3653	West Yost & Associates, Inc.	03/10/2022	3,133.89
11062	085	Wilco	03/10/2022	755.62
11063	035	Wilcox & Flegel	03/10/2022	195.02
11064	035	Wilcox & Flegel	03/10/2022	619.68
Total for 3/10/2022:				61,928.03
11065	3793	Glenn Boss	03/11/2022	12,362.50
Total for 3/11/2022:				12,362.50
11066	ORSGP	Oregon Savings Growth Plan	03/22/2022	2,400.00
Total for 3/22/2022:				2,400.00
11067	3000	ALS Group USA, Corp.	03/23/2022	559.00
11068	2220	Baker & Taylor	03/23/2022	424.61
11069	2262	Christina Ishii	03/23/2022	160.00
11070	673	Cintas Corporation	03/23/2022	564.69
11071	3490	City Fire Protection & Alarm	03/23/2022	362.50
11072	3669	Comcast Business	03/23/2022	421.33
11073	3574	Correct Equipment, Inc.	03/23/2022	1,060.00
11074	094	Cowlitz Wahkiakum Government	03/23/2022	689.04
11075	3796	Dike Marine Service & Storage LLC	03/23/2022	2,700.00
11076	3796	Dike Marine Service & Storage LLC	03/23/2022	212.50
11077	3021	Marlin Business Bank	03/23/2022	178.98
11078	UB*00026	MOLLY MANOR LLC	03/23/2022	1,909.79
11079	3025	Northstar Chemical, Inc.	03/23/2022	737.80
11080	182	NW Natural	03/23/2022	196.31
11081	029	Quill Corporation	03/23/2022	65.96
11082	389	Secretary of State	03/23/2022	250.00
11083	069	Sierra Springs	03/23/2022	9.95
11084	1064	The Western Agency DBA: Boek Inc.	03/23/2022	400.00
11085	3470	Tribeca Transport LLC	03/23/2022	1,162.27
11086	089	USA Blue Book	03/23/2022	344.53
11087	3512	Verizon	03/23/2022	208.89
11088	3577	Wasco County Landfill, Inc.	03/23/2022	979.37
11089	035	Wilcox & Flegel	03/23/2022	696.87
11090	035	Wilcox & Flegel	03/23/2022	647.79
Total for 3/23/2022:				14,942.18
11091	3512	Verizon	03/24/2022	208.85
11092	3512	Verizon	03/24/2022	137.13
Total for 3/24/2022:				345.98
ACH	1123	OR DEPT OF JUSTICE	03/30/2022	627.00
ACH	FED TX	EFT Federal tax dep	03/30/2022	8,563.45

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	FICA	EFT EE/ER FICA	03/30/2022	11,251.44
ACH	Medicare	EFT EE/ER Medicare	03/30/2022	2,631.40
ACH	OR ST Tx	EFT Employee Oregon St Tx	03/30/2022	5,858.53
ACH	PERSEE	EFT PERS Employee /Employer Pa	03/30/2022	5,440.48
ACH	PERSER	EFT PERS Employer Paid	03/30/2022	14,961.31
ACH	PERU	EFT PERS Units	03/30/2022	2.48
11093	985	AFLAC	03/30/2022	308.59
11094	077	CIS Trust	03/30/2022	249.62
11095	3618	Office of the Trustee	03/30/2022	950.00
11098	995	Teamsters Local No. 58	03/30/2022	846.00
911096	ORSGP	Oregon Savings Growth Plan	03/30/2022	2,400.00
991097	079	Oregon Teamster Employer Trust	03/30/2022	25,467.45
Total for 3/30/2022:				79,557.75
Report Total (100 checks):				171,536.44

City Administrator Report
June 4, 2022 Rainier Council Meeting

Mayor Cole and Members of the Council,

I conducted the first round of contract negotiations with Teamsters Local 58 on the morning of April 27. The following day, I met with Rainier School District Superintendent Joseph Hattrick about the library IGA and did a facility walkthrough with More Power Technology Group.

On April 28, I finalized the arrangements for the May 29 bridge dedication event. I also spoke with a representative from U.S. Senator Jeff Merkley's office about upcoming potential federal grant opportunities for the Veterans Way project. I followed up with that by attending a webinar May 2 about the available grant programs.

Along with Police Chief Gregg Griffith and Police Clerk Susan Sullivan, I attended the mayor's prayer breakfast the morning of May 5. Mayor Cole and I went to meet the new operations manager at Carper One right afterward. I spent the rest of the day finalizing the budget. It was released May 6, three days ahead of schedule.

I went and introduced myself to the owners of a new business, Marvelous Mosaic, on May 11. The following day, I represented the city's interests on the Col-Pac board and met with the county emergency manager, representatives of the RDIC and the Oregon Office of Emergency Management. Sue and I met with representatives of the Lower Columbia Estuary Partnership about the mitigation project planned for C Street. Also, Mayor Cole and I did a photo op with the volunteers at the Rainier Oregon Historical Museum and attended the Chamber of Commerce meeting that featured Sheriff Brian Pixley and District Attorney Jeff Auxier.

On May 13, Sue and I did a virtual meeting with a company that provides security cameras.

I conducted election duties on the evening of May 17. The following day, Sue and I met with representatives from Business Oregon about funding for the water master plan update.

I'm pleased to report that negotiations with Teamsters Local 58 were concluded successfully on May 19. Mayor Cole and I met with Hattrick that afternoon.

On May 25, I released an announcement about the council positions that will be up for the November general election and submitted a letter of support for a project that Columbia Economic Team is hoping to bring to Rainier. I also met with Kate Trudeau, the regional mitigation and recovery coordinator from the Oregon Office of Emergency Management, about potential grant funding opportunities for the Fox Creek mitigation project.

Lastly, I happily served as emcee for the Riverfront Bridge Dedication event on May 29.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator



Oregon

Kate Brown, Governor

Department of Transportation

Region 2 Tech Center

455 Airport Road SE, Building

Salem, Oregon 97301-5395

Telephone (503) 986-2990

Fax (503) 986-2839

February 23rd, 2022

Ref: OR47/OR8/US30 Curb Ramps

Dear Local Area Property Owner/Resident:

The Oregon Department of Transportation (ODOT) is planning to make improvements to the Curb Ramps along US30 in Rainier. This proposed project is currently in its initial planning and design phase.

ODOT survey crews will be working in your area over the next few months in support of this project and may at times require limited access to your property to locate topographic/utility features and/or mark proposed construction features. This work generally involves setting wooden lath, hubs or paint dots to mark features at the proposed ramp locations. The crews will carry copies of this letter as identification. At all times the survey crews will show full respect for your property. Please see ORS 672.047 for more information regarding Right of Entry for land surveyors.

Please be aware that as the project progresses, and after the initial surveying work has been completed, there may be future occasions over the next year when the crews will need to re-visit your property to verify or collect additional survey data. Thank you for your time and consideration.

If you have any questions or concerns about the project, please contact the Project Leader, Matthew Johnson, at (503) 440-5572.

If you have any questions or concerns about the surveying work, please contact the Project Surveyor, Ciara Chertude at (503) 986-2668.

Sincerely,

Ciara Chertude, PLS
Project Surveyor
ODOT Region 2 Tech Center
455 Airport Rd. SE, Bldg. A
Salem, OR 97301



PROJECT INFORMATION

About:

We are committed to providing the best accessibility possible to all people using the transportation system.

One of the ways we are doing this is by bringing curb ramps along our highways up to current ADA accessibility standards. We're also exploring ways to design and construct these ramps more efficiently.

This project will construct 270 curb ramps along OR 47 and US 30.

Project Limits:

Forest Grove	OR47 Milepost 88.04 - 90.43
Forest Grove	OR47 Milepost 17.88 - 21.58
Gaston	OR47 Milepost 25.37 - 26.54
Vernonia	OR47 Milepost 60.88 - 62.77
Rainier	US30 Milepost 46.73 - 47.38

PHASE Design

SUMMARY

We are rebuilding curb ramps to meet current accessibility standards in Forest Grove, Gaston, Vernonia, and Rainier.

LOCATION See Project Information

BUDGET Design: \$2,194,772

SCHEDULE Design: 2022 - 2023
Construction: Fall 2023

CONTACT

Matt Johnson
ODOT Project Manager
503-440-5572
Matthew.R.Johnson@odot.oregon.gov

PROJECT # 22435

Visit www.oregon.gov/ODOT/Projects and type the project number into the search field in the Project List section.

Last Updated: 2/24/2022

Access for pedestrians, including those with disabilities, will be available and identified through or around the work zones.

This can be made available in alternate format on request by calling 503-373-7093 or via the Oregon Telecommunications Relay System: 7-1-1 or e-mail: ODOTee@ODOT.state.or.us.



Be in the know with TripCheck.com and...

Give yourself
more time.



Try a new way of getting there.



CARPPOOL



BUS



WALK



BIKE

Take a
different route.

