



**Willamina City Council  
Regular Meeting  
Tuesday, August 8, 2023 at 6:00 p.m.**

West Valley Fire Station  
825 NE Main Street  
Willamina, OR 97396

In-person attendance is allowed at the City Council meeting. The City also provides access via the Zoom platform. Zoom access information is available at the end of this Agenda.

**AGENDA**

CALL TO ORDER

ROLL CALL

FLAG SALUTE

AGENDA ADDITIONS, DELETIONS, AND CORRECTIONS

PUBLIC INPUT – BUSINESS FOR THE AUDIENCE

Public Input: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the City Recorder prior to the meeting.

**CORRESPONDENCE – None**

**PRESENTATIONS –**

1. Finance Manager, Scott Clark  
Financial reports are now available in the City Council Financial Reports binder which will be present at each City Council meeting. Financial Reports will also be available via email upon request from Deputy City Recorder Krystal Stevens.

**CONSENT AGENDA**

("A listing of routine business items, which are adopted with one motion, without discussion. However, any Councilor may request that an item be pulled from the Consent Agenda for discussion and separate action. The item is then not considered after the Consent Agenda items have been voted upon.")

1. Minutes from the July 11, 2023 City Council Regular Meeting.
2. Minutes from the July 25, 2023 City Council Work Session – Will be dispersed via email and presented at the council meeting on August 8, 2023.

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## **REGULAR AGENDA**

1. Rules of Council Procedures
2. Letter of Engagement – Fiscal Year Audit 2022-2023
3. First Amendment – Meneley Agreement
4. HB 3115 – work session follow up discussion

## **INFORMATIONAL REPORTS (Items that require no Council action)**

1. Chamber Liaison – Mayor Skyberg
2. Yamhill County Transit Authority Board Member – Councilor Johnson
3. Library Board Liaison – Councilor Hernandez

## **MAYOR'S REPORT**

### **INFORMATIONAL REPORTS FROM CITY OFFICERS**

1. City Manager – ODOT Small City Allotments Program
2. Library Director
3. Public Works Director
4. Sheriff's Report (provided in Agenda packet)
5. Code Enforcement (provided in Agenda packet)

## **COUNCIL COMMENTS**

## **ADJOURN**

### Next Council Meeting

City Council Regular Meeting on September 12, 2023 at 6:00 p.m.

Information regarding the above meeting(s) and Zoom access information can be found on the City of Willamina website at <https://www.willamina.oregon.gov>

Persons with hearing, visual or manual impairments who wish to participate in the meeting should contact the City of Willamina at least 48 hours prior to the meeting date in order that appropriate communication assistance can be arranged. The City of Willamina Council meetings are accessible to the disabled. Please let us know if you need any special accommodations to attend this meeting.

### **Join Zoom Meeting**

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<https://us02web.zoom.us/j/87104542492?pwd=d0NuTEJIUTZ4eGc1M0ZOeVk2QzRTUT09>

Meeting ID: 871 0454 2492

Passcode: 198002

Find your local number: <https://us02web.zoom.us/j/87104542492?pwd=d0NuTEJIUTZ4eGc1M0ZOeVk2QzRTUT09>

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# Consent Agenda



**Willamina City Council  
Regular Meeting  
Meeting Minutes  
Tuesday, July 11, 2023 at 6:00 p.m.**

Minutes taken by Deputy City Recorder Krystal Stevens

**Location of Meeting:**

West Valley Fire Station  
825 NE Main Street  
Willamina, OR 97396

**Present at Meeting:**

Mayor Ila Skyberg  
Council President Rita Baller  
Councilor Vickie Hernandez  
Councilor Barry Wilson  
Councilor Craig Johnson  
Councilor Jennifer Pederson  
Councilor Karl Klym  
Public Works Director Jeff Brown  
City Manager Bridget Meneley  
Deputy City Recorder Krystal Stevens

**Absent from the Meeting:**

Library Director Sarah Frost excused absence  
Finance Manager Scott Clark excused absence

**Guests Not Limited to:**

Paul Daquilante News Register  
Community Members Greg & Debbie Poupard  
Community Member Jim York

Mayor Skyberg called the meeting of the City of Willamina City Council to order at 6:02 p.m. on July 11, 2023.

Deputy City Recorder Stevens took the roll and quorum was present.

Flag Salute

**AGENDA ADDITIONS, DELETIONS, AND CORRECTIONS - None**

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**PUBLIC INPUT - None**

**CORRESPONDENCE- None**

**PRESENTATIONS –**

1. **Finance Manager, Scott Clark-** Due to Scott's absence, City Manager Meneley briefly reported that Scott said things are going well and on target.

**CONSENT AGENDA**

Mayor Skyberg called for a motion to approve the items on the Consent Agenda.

**MOTION:** Council President Baller moved to approve the Meeting Minutes from the May 25, 2023 City Council Special Meeting, the Meeting Minutes from the June 13, 2023 City Council Regular Meeting, and the Meeting Minutes from the June 20, 2023 City Council Special Meeting. Councilor Hernandez seconded the motion. Motion carried with a unanimous vote.

**REGULAR AGENDA**

**1. Backflow Procedures**

City Manager Meneley read aloud from the staff report. She explained the backflow letter and Contractor Test Option Form. Both documents were drafted by the city's legal team. The city has been out of compliance on backflow testing for a substantial amount of time and the Oregon Health Authority (OHA) has been over gracious with allowing the city to extend the time frame to move into compliance. The city is currently on a corrective action plan to move into compliance. If the OHA were to withdraw this plan the city would receive fines of \$100 per day per violation.

Public Works Director Jeff Brown explained that the city charter states that annual testing of backflow devices is a requirement or water service will be shut off. The OHA reported that the city has been testing exceptionally well and this is the only thing lacking. City Manager Meneley said it is because the city has been testing so outstandingly that it has not been moved into noncompliance and received fines.

There was discussion about residents who need a device installed, the city has some for purchase. There was discussion about if public works employees could be trained to test the devices themselves. Public Works Director Brown said no it is not possible, there is not enough manpower and they don't have the legal right to touch residents water systems beyond the meters. The council would like to see the door hangers when they are ready.

Discussion took place prior to a motion.

**MOTION:** Councilor Hernandez moved to authorize the City Staff to modify the backflow device communication and process to the proposed plan as discussed. Council President Baller seconded the motion. Motion carried with unanimous vote.

## **2. Rules of Council Procedures**

Deputy City Recorder Stevens explained the process that she undertook of editing and revising the Council Rules of Procedure from the City of Sheridan, tailoring them to fit Willamina city council. No corrections or suggestions were found by any of the council. She will present the next portion at the next regular meeting of the city council.

## **3. Schedule House Bill 3115 Work Session**

City Manager Meneley explained that the council needs to have a separate work session dedicated specifically to discussing the Senate House Bill 3115. People from Encompass Yamhill Valley and a representative from the city's legal team will be present at the work session. City Manager Meneley suggested meeting at 5:00 p.m. and dinner being served due to this work session being longer than the usual meetings. There was discussion held and it was decided that the work session would be held Tuesday July 25, 2023 at 5:00 p.m.

## **4. National Night Out**

City Manager Meneley discussed the two flyers for the event included in the packet and details of the event. She said the city still needs volunteers if any councilors want to volunteer their time. The event is from 6:00 p.m. until 8:00 p.m. on the evening of August 1, 2023.

## **INFORMATIONAL REPORTS**

### **1. Chamber Liaison – Mayor Skyberg**

Mayor Skyberg reported that she had attended an EID meeting on July 5, 2023. She said the Willamina businesses signs purchased by the Chamber had been installed and they are beautiful. The posts for the signs were found to be rotting at the time of installation so the sign maker will return to replace the posts supporting those signs.

### **2. Yamhill County Transit Authority Board Member – Councilor Johnson**

Councilor Johnson had nothing new to report, the next meeting of the Board will be in August.

### **3. Library Board Liaison – Councilor Hernandez**

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Councilor Hernandez had nothing to report because the Library Board is not meeting for the summer months.

City Manager Meneley said Library Director Frost had asked her to report that sixty three people attended the summer reading event in the park on July 11, 2023. After the event the library was busy and several families came in to sign up for new library cards and to participate in the summer reading program. On July 15, 2023 there is a stargazing event and July 16, 2023 the movie "Jungle Cruise" will be shown at the library.

## **MAYOR'S REPORT**

Mayor Skyberg reported that the Willamina Fourth of July event was wonderful. She offered thanks to Public Works Director Jeff Brown and his crew for all their work on the event. She suggested the council sends a thank you card to the Fourth of July Committee and to the pyrotech that put on the fireworks display.

Firefighter Jennifer Colton who oversaw the fireworks display was brought down from the upstairs of the fire station to see the council. She was applauded and thanked for all her hard work with the display. She said if anyone wants to see a video recording of the fireworks display it is available on YouTube. She also offered if any of the councilors want to be down with her team during the fireworks display next year, they are welcome to be there.

## **INFORMATIONAL REPORTS FROM CITY OFFICERS**

### **1. City Manager**

City Manager Meneley reported that one of the city's office staff has resigned due to her family moving out of the area. She thanked the council for their questions surrounding the backflow procedure because it caused her to reach out and she has made some great connections with both the OHA and DEQ. She discussed the progress of the implementation of Aktivov, the city's new asset management software company. She has also been working on updating all staff's job descriptions.

City Manager Meneley gave an update on grants. The Small City Allotment (SCA) grant is due July 31, 2023. She also had a meeting with Business Oregon, Keller Associates engineers and Public Works Director Brown to discuss the grants for the lift stations and Huddelston Pond levy.

Public Works Director Brown specified that the SCA grant funds will be used to improve Hill Drive and to provide ADA compliant sidewalks and ramps in town including the intersection of 3<sup>rd</sup> Street and Oaken Hills Drive.

### **2. Library Director – Library Director Frost excused absence**

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### **3. Public Works Director**

Public Works Director Brown reported that the water intake project is moving forward. The dates for in-water work will be from July 15, 2023 through September 15, 2023. There has been a lot of bank work done, brush clearing, clearing a road to the water treatment plant, and most of the pipe for the project has been received. The pipe is called C900, it is a special kind that is welded together instead of using fittings. There was discussion about tours, and he specified that anyone going on a tour will be provided with proper safety gear including a hard hat and safety vest. There will be at least four large signs printed and posted with details and a map showing the plans for the project. These will be put in key areas around town where the public can view them and get information about the project.

Public Works Director Brown gave details on the progress of the Oaken Hills pump track. Contracts have been signed with American Ramp Company and they will begin work on the outer ring of the pump track in September. The inner ring will be constructed in the spring with projected completion in June of 2024. Three solar lights have been installed in the park. These lights start bright at dark and after three or four hours they dim to twenty percent power. They have been installed for safety in the park after dark. The intention is to provide dim lighting that will not disturb the residents living near the park. He said the bathrooms are progressing, the concrete and block work is done and has gone through inspection. There was discussion concerning the moisture that collects in that part of the park during the wet season. Part of the construction process will address drainage for that portion of the park. The trail to the track will be kept out of the moisture.

### **4. Sheriff's Report (provided in Agenda packet)**

### **5. Code Enforcement (provided in Agenda packet)**

## **COUNCIL COMMENTS**

### **1. Councilor Klym- Railroad Petition**

Councilor Klym asked the council if they would be in support of drafting up a letter and all signing it to send to ODOT regarding the Willamina downtown railroad crossing. In addition, he would like to make a petition for community members to sign and have a table to collect signatures at the National Night Out event (NNO).

Council President Baller said it was a great idea and offered thanks to Councilor Klym for bringing this suggestion to the council. She suggested putting a notice on the city website about the petition and sending a letter to Hampton asking for their cooperation and signatures for the petition.

City Manager Meneley specified that she had cleared this idea with the city attorney and it is fine. Councilor Hernandez mentioned the website where a citizen can lodge a complaint about the railroad crossing. Public Works Director gave the website as

ask.odot.gov and specified the location of the crossing as Highway 157 and mile post 2.5 and Willamina Creek Road. It was discussed that flyers should be handed out with that information on them at the petition table during the NNO.

**MOTION:** Councilor Klym moved “that the council write a letter to ODOT, council members in favor sign the letter, and that the council has a table at the National Night Out event to collect community member signatures on a petition to be sent to ODOT regarding the Willamina railroad crossing.” Councilor Pederson seconded the motion. Motion carried with a unanimous vote.

Councilor Klym asked if there was anything else that the city could use to help the algae in the pond instead of chemicals. He suggested doing more research into possible options.

Public Works Director Brown stated he sent samples to Portland State and it has been determined to be a kind of an aquarium algae. He said cutting it has only made it flourish more. The only way he knows to control it is to block off it's light.

There was discussion about other possibilities such as sterile carp or cutting the seaweed multiple times.

**MOTION:** Councilor Klym moved that the city research alternative options for controlling the algae in the pond. Council President Baller seconded the motion. Motion carried with a unanimous vote.

## **ADJOURN**

**MOTION:** Councilor Hernandez moved to adjourn the meeting at 7:27 p.m. Councilor Klym seconded the motion. Motion carried with a unanimous vote.

The meeting was adjourned by Mayor Skyberg at 7:27 p.m.

## **Time and Date of Next Council Meeting**

The next City Council Regular Meeting will be held on Tuesday August 8, 2023 at 6:00 p.m.  
West Valley Fire Station  
825 NE Main Street  
Willamina, OR 97396

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Minutes submitted by Deputy City Recorder Krystal Stevens

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Minutes approved by Mayor Ila Skyberg

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# Regular Agenda



**Mayor Ila Skyberg**

**Council Members:**

Rita Baller, Council President  
Craig Johnson  
Barry Wilson  
Vickie Hernandez  
Karl Klym  
Jennifer Pederson

**City Management:**

City Manager: *Bridget Meneley*  
Finance Manager: *Scott Clark*  
Public Works Director: *Jeff Brown*  
Library Director: *Sarah Frost*

## Attention Councilors-

This is an updated draft of chapters 4-6 of the previously presented City of Sheridan Council Rules of Procedure, adapted and personalized for Willamina. It has been edited, taken away from and added to in order to fit our own procedures.

Land Use Hearings are not held very often and there was quite a bit of research done to make sure the information presented is correct for Willamina's procedures.

Please read it thoroughly and bring any comments, additions or corrections to share at the council meeting on August 8, 2023.

## CHAPTER 4 – Land Use Hearings

### I. General Conduct of Hearings.

- A. Any party may speak in person or through an attorney to present the party's case.
- B. A copy of any written testimony or physical evidence which a party desires to have introduced into the record at the time of hearing shall be submitted to the deputy city recorder at the time the party makes his or her presentation. If the testimony or evidence is not submitted to the deputy city recorder, it shall not be included in the record for the proceeding.
- C. No person may speak more than once without obtaining permission from the presiding officer.
- D. Upon being recognized by the presiding officer, any member of the council, the city manager, planning director or the city attorney may question any person who testifies.
- E. Testimony shall be directed towards the applicable standards and criteria which apply to the proposal before the council.
- F. The presiding officer may exclude or limit cumulative, repetitious, or immaterial testimony. To expedite hearings, the presiding officer may call for those in favor and those in opposition to rise, and the deputy city recorder shall note the numbers of such persons for the record in the minutes.

### II. Quasi-Judicial Land Use Matters.

- A. Scope of Review. All appeals and council-initiated review in quasi-judicial land use proceedings shall be confined to the record of the planning commission's proceeding, subject to the council's option to review a matter de novo, as outlined in the Willamina Development Code 3.204.
- B. Conflicts of Interest.
  - 1. A member of the council shall not participate in a discussion or vote in a quasi-judicial land use proceeding if:
    - a. The member has an actual conflict of interest as defined by the Oregon Revised Statutes or the city charter.
    - b. The member was not present during the public hearing; provided, however, the member may participate if they have reviewed the evidence, including recordings of the hearing, and declared such fact for the record.
  - 2. Members of the council shall reveal any ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding.

If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.

- C. Burden of Proof. The proponent has the burden of proof on all elements of the proposal, and the proposal must be supported by proof that it conforms to all applicable standards and criteria.
1. The decision of the council shall be based on the applicable standards and criteria as set forth in the city's development code, the city's comprehensive plan, and, if applicable, any other land use standards imposed by state law or administrative rule.
  2. The proponent, any opponents, and/or city staff may submit to the council a set of written findings or statements of factual information which are intended to demonstrate the proposal complies or fails to comply with any or all applicable standards and criteria.
- D. Hearing Procedures. The order of hearings in quasi-judicial land use matters shall be:
1. Land Use Hearing Disclosure Statement. The presiding officer or a designated member of city staff shall read the land use hearing disclosure statement, which shall include:
    - a. A list of the applicable criteria;
    - b. A statement that testimony, arguments and evidence must be directed toward the applicable criteria or other criteria in the plan or land use regulation which the person believes to apply to the decision;
    - c. A statement that failure to raise an issue accompanied by statements or evidence sufficient to afford the council and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue; and
    - d. If applicable, a statement that a failure to raise constitutional issues relating to proposed conditions of approval precludes an action for damages in circuit court.
  2. Call for ex parte contacts. The presiding officer shall inquire whether any member of the council has had ex parte contacts. Any member of the council announcing an ex parte contact shall state for the record the nature and content of the contact.
  3. Call for abstentions. The presiding officer shall inquire whether any member of the council must abstain from participating in the hearing due to an actual conflict of interest. Any member of the council announcing an actual conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding.
  4. Staff summary. Planning staff shall present a summary and recommendation concerning the proposal.
  5. Presentation of the Case.

- a. Proponent's case. Twenty minutes total.
  - b. Persons in favor. Five minutes per person.
  - c. Persons opposed. Five minutes per person.
  - d. Other interested persons. Five minutes per person.
  - e. Rebuttal. Ten minutes total. Rebuttal may be presented by the proponent. The scope of rebuttal is limited to matters which were introduced during the hearing.
6. Close of hearing. No further information shall be received after the close of the hearing, except for specific questions directed to staff. If the response to any such questions requires the introduction of additional factual evidence, all parties shall be afforded an opportunity for simultaneous written rebuttal.
  7. Deliberations. Deliberations shall immediately follow the hearing. The council may delay deliberations to a subsequent certain date and time.
  8. Findings and Order. The council may approve or reject the proposal.
    - a. The council shall adopt findings to support its decision.
    - b. The council may incorporate findings proposed by the proponent, the opponent or staff in its decision.
- E. Continuances. Only one continuance, requested at an initial evidentiary hearing, is available by right. However, nothing in this section shall restrict the council, in its discretion, from granting additional continuances. Any continuance shall result in a corresponding extension of the 120-day time limitations imposed by the Oregon Revised Statutes when requested or agreed to by the applicant. All other continuances shall be subject to the 120-day time limitations imposed by the Oregon Revised Statutes.

### **III. Legislative Land Use Matters.**

- A. Hearings Procedures. The order of procedures for hearings on legislative land use matters shall be:
  1. Call for abstentions. Inquire whether any member of the council wishes to abstain from participation in the hearing. Any member announcing an abstention shall identify the reason therefor and shall not participate in the proceedings.
  2. Staff summary. Staff shall present a statement of the applicable criteria, and a summary and recommendation concerning the proposal.
  3. Presentation of the Case.
    - a. Proponent's case. Twenty minutes total.
    - b. Persons in favor. Five minutes per person.
    - c. Persons opposed. Five minutes per person.



- d. Other interested persons. Five minutes per person.
- 4. Close of hearing. No further information shall be received after the close of the hearing, except for responses to specific questions directed to staff.
- 5. Deliberations. Deliberations shall immediately follow the hearing. The council may delay deliberations to a subsequent certain date and time.
- 6. Reopening hearing. Prior to second reading of an ordinance relating to a legislative land use matter, and upon majority vote of the council, a hearing may be reopened to receive additional testimony, evidence or argument. The same notice requirements shall be met for the reopened hearing as were required previously.

## CHAPTER 5 – Motions, Debate, and Voting

- I. Motions.** All motions shall be distinctly worded.
- A. The following rules shall apply to motions:
1. If a motion does not receive a second, it dies.
  2. The council will discuss a motion only after the motion has been moved and seconded. Nothing in this section prevents general discussion or expression of opinions before a motion is made. If there is discussion prior to a motion being made this will be reflected in the minutes.
  3. Any motion shall be reduced to writing if requested by a member of the council.
  4. A motion to amend can be made to a motion that is on the floor and has been seconded.
  5. No motion shall be received when a question is under debate except for the following:
    - a. To lay the matter on the table;
    - b. To call for the previous question;
    - c. To postpone;
    - d. To refer; or
    - e. To amend.
  6. A motion may be withdrawn by the mover at any time without the consent of the council.
  7. Amendments are voted on first, then the main motion if voted on as amended.
  8. A member of the council may have a motion which contains several elements divided, but the mover shall have the right to designate which element will be voted on first.
  9. A call for the question is intended to close the debate on the main motion; a second is required.
    - a. A call for the question fails without a majority vote.
    - b. Debate on the main subject resumes if the vote fails.
  10. A motion that receives a tie vote fails.
  11. The presiding officer shall repeat the motion prior to a vote.
  12. A motion to adjourn cannot be amended.

B. Motion to Reconsider. A motion to reconsider may only be made by a member of the prevailing side. Any member may second the motion. The motion shall be made before the final adjournment of the meeting when the item goes out of possession of the council.

**II. Debate.** The following rules shall govern the debate of any item being discussed by the council:

A. The presiding officer shall inquire whether members desire to speak, and, upon recognition by the presiding officer, the member shall confine him/herself to the question under debate, at all times acting and speaking in a respectful manner.

B. A member, once recognized, shall not be interrupted when speaking unless it is to be called to order, or as herein otherwise provided.

C. The presiding officer shall have the privilege of closing the debate.

**III. Voting.** The following rules shall apply to voting on matters before the council, unless amended in the manner outlined in [Chapter 4](#) of these Rules. All votes shall be recorded in the minutes.

A majority of a quorum shall be required to approve the following items:

A. Consent Agendas

B. Resolutions

C. Ordinances

D. Emergency Ordinances

E. Budgets

F. Granting a Franchise

G. Reports - A majority of a quorum shall be required to approve or accept a report. However, no vote is required if the report is only for informational purposes.

H. Suspension of Rules - A two-thirds vote of all members of the council present shall be required to suspend a rule contained in these rules of procedure.

I. Ties - In the event of a tie vote, the mayor shall cast the deciding vote.

**IV. Effective date.**

1. A resolution shall become effective upon adoption unless otherwise stated in the resolution.

2. An emergency ordinance shall take effect immediately upon its passage, or as otherwise stated in the ordinance.

3. All ordinances passed by the legislative body requiring publication shall take effect from and after the due publication

thereof, unless otherwise expressly provided. Ordinances not requiring publication shall take effect from their passage, unless otherwise expressly provided.

4. The timely filing of a valid referendum petition shall suspend the effective date of an ordinance.

## CHAPTER 6 – Minutes

### **I. Generally.**

- A. All minutes shall be in written form, with an electronic copy of the meeting maintained by the deputy city recorder in accordance with the appropriate record retention schedule.
- B. The minutes shall contain the following information:
  - 1. The date, time, and place of the meeting;
  - 2. The members present;
  - 3. The motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
  - 4. The results of all votes;
  - 5. The substance of any discussion on any matter; and
  - 6. A reference to any document discussed at the meeting.

### **II. Approval.** The council shall approve all minutes of any meeting.

- A. All minutes shall be approved within a reasonable time after the meeting has occurred.
- B. The draft minutes shall be submitted to the council as part of the council's packet prior to the meeting where they will be discussed.
- C. Any member of the council may request an amendment or correction of the minutes prior to a final vote being taken on the minutes.



**DOUGALL CONRADIE LLC**  
CERTIFIED PUBLIC ACCOUNTANTS

Geoffrey Dougall, CPA  
Heather Jackson, CPA  
Lee Owen, CPA  
Richard Winkel, CPA  
Members of AICPA & OSCPA

July 15, 2023

To City Council and Management

City of Willamina, Oregon

We are pleased to confirm our understanding of the services we are to provide City of Willamina for the year ended June 30, 2023. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Willamina as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Willamina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Willamina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of net pension liability

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

- 1) Combining and individual fund statements
- 2) Schedules of budget and actual by fund

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and will include tests of the accounting records of City of Willamina and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Willamina's financial statements. Our report will be addressed to the City Council of City of Willamina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is

necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures—Compliance**

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

### **Other Services**

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

## **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the modified cash basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the cash basis of accounting. Those disclosures will include (1) a description of the cash basis of accounting, including a summary of significant accounting policies, and how the cash basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.



You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

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

The audit documentation for this engagement is the property of Dougall Conradie LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the state of Oregon or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dougall Conradie LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

Richard Winkel is the engagement partner and is responsible for supervising the engagement and signing the reports.

We expect that our fee for these services will not exceed \$15,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,



Richard Winkel, Partner  
Dougall Conradie LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Willamina.

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Signed

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Printed Name and Title

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Signed

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Printed Name and Title

**City Of Willamina  
Staff Report  
FOR THE CITY COUNCIL MEETING OF AUGUST 8, 2023**

**TO: MAYOR AND CITY COUNCIL  
FROM: ASHLEY DRISCOLL, CITY ATTORNEY  
SUBJECT: AUTHORIZE MAYOR SKYBERG TO ENTER INTO THE FIRST AMENDMENT TO CITY  
MANAGER MENELEY'S EMPLOYMENT AGREEMENT**

**ISSUE**

Shall City Council authorize Mayor Skyberg to amend City Manager Meneley's employment agreement to include annual cost of living adjustments?

**SUMMARY AND BACKGROUND**

In November 2022 the City entered into an employment agreement with Meneley (Agreement). The Agreement provided for a salary of \$99,000, which has since been adjusted to \$100,000. The Agreement also provides for an annual salary adjustment until she is paid at the top of the established range for the city manager position. The Agreement does not provide for annual cost of living adjustments (COLA). The proposed amendment includes automatic COLA based on the adjustment given to regular non-represented staff. Past city manager contracts have included automatic COLAs.

Exhibits: A – First Amendment to Meneley's Employment Agreement  
B – Meneley's Employment Agreement

**FIRST AMENDMENT  
EMPLOYMENT AGREEMENT**

This agreement is made and entered into this 8th day of August 2023, by and between the City of Willamina, Oregon, ("CITY") and Bridget Ann Meneley ("EMPLOYEE").

**Recitals**

- A. CITY and EMPLOYEE entered into an Employment Agreement on November 2, 2022 ("Agreement").
- B. CITY and EMPLOYEE wish to clarify that EMPLOYEE's salary is adjusted annually based on the cost-of-living adjustment ("COLA") approved by City Council for all regular non-represented employees.
- C. CITY and EMPLOYEE desire for the clarification to be retroactive to allow EMPLOYEE to receive the COLA provided to non-represented employees on July 1, 2023.

**Agreement**

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

**Section 1.** Section 4 Salary of the Agreement shall be adjusted as described below.

CITY agrees to pay EMPLOYEE an annual base salary of ninety-nine thousand dollars (\$99,000) commencing December 14, 2022, payable in installments at the same time as other city employees are paid. The first installment shall be prorated to reflect actual days worked in the "pay period" as established by the city's employee handbook. **The parties agree that EMPLOYEE'S compensation will be adjusted from year-to-year based on the cost-of-living adjustments approved by City Council for all regular non-represented employees.**

At the six-month employment mark, May 2023, and then annually, on or before the anniversary date of this employment agreement, the mayor, with council's approval, and EMPLOYEE shall conduct a performance evaluation and define goals, performance objectives, and priorities which they determine necessary for the proper operation of CITY and attainment of the city council's policy objectives. The initial review is the probationary review to determine whether EMPLOYEE has met the expectations of the city council to continue as city administrator. As a result of that evaluation, the council may either 1) terminate EMPLOYEE'S service if performance is not satisfactory, or 2) determine that EMPLOYEE has met established standards, successfully passed probation to be classified as a regular employee, and eligible for an increase in base salary in an amount the council, in its sole discretion, deems appropriate. At each future evaluation, when EMPLOYEE is being paid less than the top of the established salary range, she will be eligible for a potential increase in base salary, subject to city council's sole discretion.

**Section 2.** The amendment to Section 4 Salary shall be retroactive to July 1, 2023.

**Section 3.** All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this employment agreement voluntarily and upon proper authority, in quadruplicate on this 8th day of August, 2023.

EMPLOYEE

CITY OF WILLAMINA, OREGON

\_\_\_\_\_  
Bridget Ann Meneley, Employee

\_\_\_\_\_  
Ila Skyberg, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City Of Willamina  
Staff Report  
FOR THE CITY COUNCIL MEETING OF AUGUST 8, 2023**

**TO: MAYOR AND CITY COUNCIL  
FROM: BRIDGET MENELEY, CITY MANAGER  
SUBJECT: AUTHORIZE EXTENTIONS OF THE PORTLAND GENERAL ELECTRIC  
FRANCHISE AGREEMENT**

**ISSUE**

Shall City Council authorize the signature of the updated Portland General Electric Franchise Agreement?

**SUMMARY AND BACKGROUND**

1. The City's franchise with Portland General Electric (PGE) will expire expired on August 11, 2023.
2. The original draft was provided in May 2023, amendments were made and provided on August 8, 2023.
3. PGE Executives, nor the City Attorney have reviewed the revised document.
4. The agreement may not be finalized by the expiration date, the franchise agreement will need to be extended until, at minimum, the next City Council Meeting in September 2023.

**FACTS AND FINDINGS**

5. This ordinance must be adopted in one meeting since the franchise agreement extension actually expires the day before the Council meeting. Chapter VIII, Section 30, of the City Charter provides two options:
  - a. **Option 1** The Council may adopt an ordinance at a single meeting by the express unanimous vote of all Council members present, provided the ordinance is read first in full and then by title only. *We did not meet this deadline.*
  - b. **Option 2:**  
An ordinance may be read by title only if:
    - 1) No Council member present at the meeting requests that the ordinance be read in full, or
    - 2) At least one (1) week before the meeting:
      - a) A copy of the ordinance is provided for each Council member;
      - b) Three copies of the ordinance are available for inspection at the office of the custodian of city records; and
      - c) Notice of their availability is given by written notice posted at the City Hall and two other public places in the City.

**Action Requested**

The City Council approves to extend the PGE Franchise Agreement which will be presented as an updated Ordinance upon approval of PGE Executives and City Legal Staff.

Exhibits:       A – Proposed Franchise Agreement

1 **FRANCHISE AGREEMENT**

2 This Franchise Agreement grants Portland General Electric Company (“Grantee”) a non-  
3 exclusive franchise for ten years to erect, construct, maintain, repair, update and operate  
4 an electric light and power system within the City of Willamina (“City”), sets the terms  
5 and conditions of the franchise and provides an effective date.

6 **WHEREAS**, Grantee has been providing electric light and power service within  
7 the City; and

8 **WHEREAS**, Grantee is duly authorized by the Oregon Public Utility  
9 Commission (“OPUC”) to supply electric light and power within the City; and

10 **WHEREAS**, the City has the authority to regulate the use of the Public ROW (as  
11 defined below) within the City and to receive compensation for the use of the Public  
12 ROW; and

13 **WHEREAS**, the City and Grantee both desire Grantee to continue to be able to  
14 provide electrical service within the City and to establish the terms by which Grantee  
15 shall use and occupy the Public ROW;

16 **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

17 **SECTION 1. NATURE AND TERM OF FRANCHISE.**

18 (A) The City hereby grants to Grantee and its successors and assigns, subject to the terms  
19 and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair,  
20 maintain, upgrade and operate an electric light and power system within the City as it  
21 now exists or may be extended in the future, including related **Communication**  
22 **Equipment** and Grantee Facilities (as defined below). This Franchise includes the  
23 privilege to install, repair, maintain, upgrade and operate Facilities necessary for the  
24 operation of Grantee’s Electric Light and Power System (as defined below) upon, over,  
25 along, and across the surface of and the space above and below the streets, alleys, roads,  
26 highways, sidewalks, bridges and other public ways over which the City has jurisdiction  
27 (collectively, “Public ROW”), as well as Public Utility Easements (“PUEs”) on third  
28 party property on which a preliminary subdivision plat has been approved by the City,



1 use of the Public ROW for such provision, including entering into a separate franchise  
2 with the City and paying a separate franchise fee to the City.

3 **SECTION 2. TERM AND EFFECTIVE DATE.**

4 **(A) Effective Date.** The effective date of this Franchise shall be August 10, 2023  
5 (“Effective Date”).

6 **(B) Duration of Franchise.** The term of this Franchise (“Term”) shall commence on the  
7 Effective Date and all rights and obligations pertaining thereto shall expire 10 years after  
8 the Effective Date, unless renegotiated or terminated as provided herein.

9 **(C) Charter and General Ordinances to Apply.** To the extent authorized by law, this  
10 Franchise is subject to the Charter of the City of Willamina and general City ordinance  
11 provisions, and state statutes and regulations existing during the Term. Nothing in this  
12 Franchise shall be deemed to waive the requirements of the various codes and ordinances  
13 of the City regarding permits, fees to be paid that are generally applicable to other similar  
14 businesses operating within the City, or the manner of construction.

15 **SECTION 3. DEFINITIONS.**

16 **(A) Captions.** Throughout this Franchise, captions to sections are intended solely to  
17 facilitate reading and to reference the provisions of this Franchise. The captions shall not  
18 affect the meaning and interpretation of this Franchise.

19 **(B) Definitions.** For purposes of this Franchise, the following terms, phrases, and their  
20 derivations shall have the meanings given below unless the context indicates otherwise.  
21 When not inconsistent with the context, words used in the present tense include the future  
22 tense, words in the plural number include the singular number, and words in the singular  
23 number include the plural number. The word "shall" is always mandatory and not merely  
24 directory.

25 **(1) "City"** means the City of Willamina, Oregon, a municipal corporation, and all of the  
26 territory within its corporate boundaries, as such may change from time to time.

27 **(2) "City Council"** means the Council of the City.

28 **(3) "City Engineer"** means the City Engineer of the City.

1 right to attach wires, cable or other facilities or equipment to Grantee's poles or place  
2 them in Grantee's conduits.

3 (12) "NESC" means the National Electrical Safety Code.

4 (13) "OPUC" means the Oregon Public Utility Commission.

5 (14) "Term" shall have the meaning described in Section 2(B).

6 (15) "person" means any individual, sole proprietorship, partnership, association,  
7 corporation, cooperative, People's Utility District, or other form of organization  
8 authorized to do business in the State of Oregon, and includes any natural person.

9 (16) "Public ROW" shall have the meaning described in Section 1(A).

10 (17) "PUE" shall have the meaning described in Section 1(A).

11 (18) "year," "annual," or "annually" means the period consisting of a full calendar year,  
12 beginning January 1 and ending December 31, unless otherwise provided in this  
13 Franchise.

14 (19) "Communication Equipment" means wires, fiber, antennas, and related equipment to  
15 deliver business and energy information within Grantee's information network, and to  
16 monitor and control facilities and equipment, in order to ensure operational performance,  
17 including but not limited to the receipt and delivery of data from and to Automated Meter  
18 Infrastructure (AMI) meters.

19 **SECTION 4. CONSTRUCTION**

20 (A) **Construction.** Grantee's Electric Light and Power System shall be constructed and  
21 maintained in accordance with the NESC and in such manner as not to interfere with  
22 sewers, water pipes, or any other property of the City, or with any other pipes, wires,  
23 conduits or other facilities that may have been laid in the Public ROW by or under the  
24 City's authority. Grantee shall comply with all applicable City requirements prior to  
25 commencing any construction in the Public ROW; provided that in the event there be a  
26 conflict between the City's policies, standards and specifications, and either PGE's  
27 construction standards as provided to the OPUC or NESC, or both, it shall not be a  
28 violation of this franchise for PGE to follow such PGE construction standards and the

1 **(D) Reasonable Care.** All work completed by Grantee within the Public ROW shall  
2 be conducted with reasonable care and with the goal of minimizing the risk to those using  
3 the Public ROW and to minimize the risk of damage to public and third party property.  
4 All work shall be performed in accordance with all applicable laws and regulations,  
5 including but not limited to the NESC, Grantee's construction standards as provided to  
6 the OPUC, any written conditions required by the City that are not inconsistent with the  
7 terms of this Franchise, and generally applicable written and accessible City standards.  
8 Any work completed by Grantee within the Public ROW may be inspected by the City to  
9 determine whether it complies with City regulations and requirements. If work has been  
10 completed by Grantee in the Public ROW and the City determines such work was not  
11 completed in a City approved location or as required by the City, the City shall notify  
12 Grantee and provide Grantee with sixty (60) days to reperform the work in a City  
13 approved location or as otherwise required by the City.

14 **(E) Cooperation between Grantee and City.** In accordance with ORS 758.025,  
15 Grantee and City shall work together during any design process affecting the Public  
16 ROW to establish suitable locations for Grantee's Facilities and cooperate to minimize  
17 the economic impact associated with any relocation of Grantee Facilities. The Grantee  
18 and City shall meet at least annually to forecast potential construction, relocation and  
19 other activities which may be subject to this franchise.

20 **SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to  
21 the location of Grantee Facilities on file at its corporate offices or at an office in Oregon.  
22 After providing Grantee with twenty-four (24) hours prior notice, the City may inspect  
23 the maps and Grantee Facility data (excluding Grantee proprietary information) at any  
24 time during Grantee's business hours. Upon request of the City and without charge,  
25 Grantee shall furnish current maps and Grantee Facility data to the City by electronic data  
26 in read-only format showing the general location of Grantee Facilities, excluding  
27 Grantee's confidential or proprietary information. Unless required by law, the City will  
28 not sell or provide Grantee prepared maps or data to third parties without written

1 the excavation, install sidewalk panels or curbs that did not exist prior to the excavation,  
2 or construct additional improvements in the Public ROW that did not exist prior to the  
3 excavation. If Grantee fails to restore the Public ROW to at least the same condition that  
4 it was in prior to the excavation, in accordance with generally applicable written and  
5 accessible City standards and any permit issued by the City, the City shall give Grantee  
6 written notice and provide Grantee a reasonable period of time, not to exceed thirty (30)  
7 days, to restore the Public ROW. If the work of Grantee creates a public safety hazard as  
8 determined by the City Engineer, Grantee may be required to repair or restore the Public  
9 ROW within twenty-four (24) hours notice from the City, or such time as agreed between  
10 the City Engineer and Grantee, taking into consideration weather and other relevant  
11 factors. Should Grantee fail to make such repairs or restorations within the  
12 aforementioned time frames, the City may, after providing notice to Grantee and a  
13 reasonable opportunity to cure, refill or repave (as applicable) any opening made by  
14 Grantee in the Public ROW and the expense thereof shall be paid by Grantee. The City  
15 reserves the right, after providing notice to Grantee, to remove or repair any work  
16 completed by Grantee, which, in the determination of the City Engineer is inadequate,  
17 using a qualified contractor in accordance with applicable state and federal safety laws  
18 and regulations, and Grantee's construction standards as provided to the OPUC. The cost  
19 thereof, including the cost of inspection and supervision, shall be paid by Grantee. In the  
20 event that Grantee's work is coordinated with other construction work in the Public  
21 ROW, the City Engineer may excuse Grantee from restoring the surface of the Public  
22 ROW, providing that as part of the coordinated work, the Public ROW is restored to good  
23 order and condition.

24 **SECTION 8. RELOCATION.**

25 **(A) Permanent Relocation Required by City** – This subsection (A) covers permanent  
26 relocation of overhead Grantee Facilities that will remain overhead, and underground  
27 Grantee Facilities that will remain underground. The City shall have the right to require  
28 Grantee to change the location of Grantee's Electric Light and Power System located in

1 **(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to  
2 conversions of Grantee Facilities from overhead to underground pursuant to OAR 860-  
3 022-0046. In accordance with any applicable law or administrative rule, the City may  
4 require Grantee to convert any overhead Grantee Facilities to underground Grantee  
5 Facilities at the same or different locations, subject to the NESC and Grantee's  
6 engineering and safety standards. This subsection shall not apply to Grantee Facilities  
7 used for or in connection with the transmission of electric energy at nominal voltages in  
8 excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. Any  
9 such underground relocation shall be consistent with applicable development plans or  
10 projects of the City, or as approved by the City. The expense of such a conversion shall  
11 be paid by Grantee, and Grantee may recover its costs from its customers in accordance  
12 with state law, administrative rule, or regulation. The City agrees to assist the Grantee to  
13 find a suitable location in the Public ROW, as mutually agreed, that meets the Grantee's  
14 construction standards as provided to the OPUC, NESC requirements and generally  
15 applicable written and accessible City standards. Nothing in this subsection prevents the  
16 City and Grantee from agreeing to a different form of cost recovery on a case-by-case  
17 basis consistent with applicable statutes, administrative rules, or regulations.

18 **(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary  
19 relocation of overhead Grantee Facilities that will remain overhead, as well as  
20 underground Grantee Facilities that will remain underground. The City may require  
21 Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60) days  
22 notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location  
23 in the Public ROW, as mutually agreed, or a temporary construction easement that meets  
24 the Grantee's construction standards as provided to the OPUC, NESC requirements, and  
25 generally applicable City standards that allows the Grantee to place its Facilities on the  
26 easement in order to maintain sufficient service until such time as the Grantee moves its  
27 Facilities to their permanent location. The cost of temporary removal or relocation of  
28 Grantee Facilities that is necessary or convenient for public projects and public

1 other object or from the temporary relocation of Grantee Facilities; and (5) be  
2 accompanied by a cash deposit or other security acceptable to Grantee for the costs of  
3 relocation. Grantee in its sole discretion may waive the security obligation. The cash  
4 deposit or other security shall be in an amount reasonably calculated by Grantee to cover  
5 Grantee's costs of temporary relocation and restoration. All temporary relocations under  
6 this subsection shall comply with ORS 757.805.

7 **SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW  
8 used by Grantee is vacated by the City during the Term, and if reasonably possible, the  
9 City shall either condition the approval of the vacation on the reservation of an easement  
10 for Grantee Facilities in their then-current location that prohibits any use of the vacated  
11 property that interferes with Grantee's full enjoyment and use of its easement, or permit  
12 Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible,  
13 Grantee shall, after notice from the City and without expense to the City, remove Grantee  
14 Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW  
15 where such removal has occurred in accordance with Section 7. In the event of failure,  
16 neglect or refusal of Grantee, after providing Grantee with sixty (60) days prior written  
17 notice, to repair, restore, or reconstruct such Public ROW, the City may complete such  
18 work or cause it to be completed by a qualified contractor in accordance with applicable  
19 state and federal safety laws and regulations, and the cost thereof shall be borne by the  
20 Grantee. Upon request, the City will cooperate with Grantee to identify alternative  
21 locations within the Public ROW for Grantee Facilities if they are not permitted to remain  
22 in the vacated area.

23 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this  
24 Franchise shall be construed in any way to prevent the City from excavating, grading,  
25 paving, planking, repairing, widening, altering, constructing, maintaining or completing  
26 any work that may be needed or convenient in the Public ROW.

27 **SECTION 11. USE OF GRANTEE FACILITIES.** Prior to the City stringing wires on  
28 Grantee's poles or running wires in Grantee's trenches or conduits or attaching any

1 **(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge  
2 a privilege tax based on a percentage of the Gross Revenue in addition to the payment  
3 amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90)  
4 days notice prior to any privilege tax or increase in privilege tax becoming effective.  
5 Grantee shall follow state regulations regarding the inclusion of such privilege tax as an  
6 itemized charge on the electricity bills of its customers within the City.

7 **(D) Remittance of Payment.** Grantee shall remit to the City on or before the first (1st)  
8 day of April of each year, the annual 3 ½% franchise fee payment, as well as payment of  
9 any additional privilege tax, to be made in such year. Payment must be made in  
10 immediately available federal funds. No later than the date of the annual payment,  
11 Grantee shall provide the City a statement, under oath, showing the Gross Revenue for  
12 the preceding year.

13 **(E) Acceptance of Payment.** Acceptance by the City of any payment due under this  
14 Section shall not be a waiver by the City of any breach of this Franchise occurring prior  
15 to the acceptance, nor shall the acceptance by the City preclude the City from later  
16 establishing that a larger amount was actually due, or from collecting the balance due to  
17 the City.

18 **(F) Late Payments.** Interest on late payments shall accrue from the due date based on  
19 Grantee's cost of debt as approved by the OPUC as of the due date, and shall be  
20 computed based on the actual number of days elapsed from the due date until payment.  
21 Interest shall accrue without regard to whether the City has provided notice of  
22 delinquency.

23 **(G) No Exemption from Other Fees or Taxes.** Payment of the amounts described in  
24 this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or  
25 charge on the business, occupation, property or income of Grantee that may be lawfully  
26 imposed by the City or any other taxing authority, except as may otherwise be provided  
27 in the ordinance or laws imposing such other license fee, tax or charge.

1 Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay  
2 interest based on Grantee's cost of debt as approved by the OPUC plus 100 basis points  
3 (1.0%), but not penalties, as specified in this Franchise, from the original due date. In the  
4 event the City's audit shows that Grantee's calculation of Gross Revenue resulted in an  
5 overpayment to the City by five percent (5%) or more in any one year, the Grantee may  
6 deduct such overpayment from the next annual franchise fee payment. If the City's audit  
7 shows that the amounts due to the City based on the Grantee's calculation of Gross  
8 Revenue deviated by five percent (5%) or more in any one year from the City's  
9 calculation during the audit, Grantee shall reimburse the City for the incremental cost  
10 associated with the audit, not to exceed one percent (1%) of the total annual franchise fee  
11 payment for the applicable audit period.

12 **SECTION 14. TERMINATION AND REMEDIES.**

13 **(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance  
14 with the maintenance commitments outlined in the Service Quality Measures Review  
15 filed with the OPUC, and this causes an increase in the risk to the public of personal  
16 injury or property damage, the City shall notify Grantee and Grantee shall have thirty  
17 (30) days after the date of the notice to eliminate such risk or, if such risk cannot be  
18 eliminated within thirty (30) days, such reasonable time period as is required to eliminate  
19 such risk and Grantee shall bear all costs related to remedying the risk. If Grantee does  
20 not eliminate the risk in accordance with the preceding sentence, the City may then  
21 terminate this Franchise by providing Grantee written notice of termination.

22 **(B) By City if City Will Provide Service.** The City may terminate this Franchise upon  
23 one year's written notice to Grantee in the event that the City decides to engage in public  
24 ownership of the electric facilities located in the Public ROW and the public distribution  
25 of electric energy to customers throughout the City in accordance with ORS 758.470.

26 **(C) City Reserves Right to Terminate.** In addition to any other rights provided for in  
27 this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to  
28 terminate this Franchise in the event that:



1 undertake and/or maintain efforts satisfactory to the City to remedy the basis for  
2 termination within the thirty (30) day notice period, then the City Council may impose  
3 any or all of the remedies available under this Section 14.

4 **(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall  
5 consider the nature of the violation, the person or persons burdened by the violation, the  
6 nature of the remedy required in order to prevent further such violations, and any other  
7 matters the City deems appropriate.

8 **(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as  
9 well as its rights under the City Code or other law, the City reserves the right at its sole  
10 option to impose a financial penalty of up to \$500.00 per day per material violation of a  
11 material provision of this Franchise when the opportunity to cure has passed.

12 **SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign,  
13 transfer, or convey this Franchise to a third party without the City Council giving its  
14 consent by resolution. Upon obtaining such consent, this Franchise shall inure to and  
15 bind such third party. Grantee shall not sell or assign this Franchise to an entity that is  
16 not authorized by the OPUC to provide electric service to retail consumers in the City or  
17 is not otherwise authorized to provide electric service to retail consumers under Oregon  
18 law. Prior to any proposed transfer, Grantee shall be in full compliance with this  
19 Franchise and the proposed transferee shall agree in writing to be bound by this  
20 Franchise. In the event Grantee is purchased by or merged into another entity and  
21 Grantee survives such purchase or merger as a public utility, Grantee shall provide notice  
22 to the City of such purchase or merger, but shall have no obligation under this Franchise  
23 to obtain the consent of the City Council for such purchase or merger.

24 **SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or  
25 expires on its own terms and is not replaced by a new franchise agreement or similar  
26 authorization, the City may determine whether Grantee Facilities are to be removed from  
27 the Public ROW or remain in place. The City shall provide written notice of any  
28 requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to

1 Contractors Liability coverage, in an amount not less than Two Million Dollars  
2 (\$2,000,000.00) per occurrence and in the aggregate.

3 **(B) Business Automobile Liability** insurance to cover any vehicles used in connection  
4 with its activities under this Franchise, with a combined single limit not less than One  
5 Million Dollars (\$1,000,000.00) per accident.

6 **(C) Workers' Compensation** coverage as required by law and Employer's Liability  
7 Insurance with limits of \$1,000,000. With the exception of Workers' Compensation and  
8 Employers Liability coverage, Grantee shall name the City as an additional insured on all  
9 applicable policies. All insurance policies shall provide that they shall not be canceled or  
10 modified unless thirty (30) days prior written notice is provided to the City. Grantee shall  
11 provide the City with a certificate of insurance evidencing such coverage as a condition  
12 of this Franchise and shall provide updated certificates upon request.

13 **(D) In Lieu of Insurance.** In lieu of the insurance policies required by this  
14 Section 19, Grantee shall have the right to self-insure any and all of the coverage  
15 outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at  
16 least equal to the coverage requirements of this Section 19 in a form acceptable to  
17 the City. Grantee shall provide proof of self-insurance to the City before this  
18 Franchise takes effect and thereafter upon request by the City.

19 **SECTION 20. LIMITATION ON PRIVILEGES.** All rights and authority  
20 granted to Grantee by the City under this Franchise are conditioned on the  
21 understanding and agreement that the privileges in the Public ROW shall not be  
22 an enhancement of Grantee's properties or an asset or item of ownership of  
23 Grantee.

24 **SECTION 21. FRANCHISE NOT EXCLUSIVE.** This Franchise is not  
25 exclusive and shall not be construed to limit the City from granting rights,  
26 privileges and authority to other persons similar to or different from those set  
27 forth in this Franchise.

1 If Grantee files a rejection or fails to file its unconditional acceptance, this  
2 Franchise shall be null and void.

3 **SECTION 25. NOTICE.** Any notice provided for under this Franchise shall be  
4 sufficient if in writing and (1) delivered personally to the following addressee, (2)  
5 deposited in the United States mail, postage prepaid, certified mail, return receipt  
6 requested, (3) sent by overnight or commercial air courier (such as Federal  
7 Express or UPS), or (4) sent by facsimile transmission with verification of receipt,  
8 addressed as follows, or to such other address as the receiving party hereafter  
9 shall specify in writing:

10 **If to the City: City Manager, City of Willamina, Oregon**

11 **PO Box 629**

12 **Willamina OR 97396-0629**

13 **FAX # (503) 876-1121**

14 **With a copy to: City Attorney**

15 **City of Willamina, Oregon**

16 **Beery, Elsner & Hammond LLP**

17 **1750 SW Harbor Way Suite 380**

18 **Portland OR 97201-5106**

19 **FAX # (503) 226-2348**

20 **If to the Grantee: Government Affairs**

21 **Portland General Electric Company**

22 **121 SW Salmon St, 1WTC03**

23 **Portland, Oregon 97204**

24 **FAX: (503) 464-2354**

25 **With a copy to: Portland General Electric Company**

26 **Attn: General Counsel**

27 **One World Trade Center, 17<sup>th</sup> Floor**

28 **121 SW Salmon Street**

## Krystal Grace Stevens

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**From:** Bridget Meneley  
**Sent:** Monday, July 31, 2023 4:02 PM  
**To:** Krystal Grace Stevens  
**Subject:** FW: 2023 Small City Allotment Grant Application - Bridget Meneley  
**Attachments:** 2023 Small City Allotment Grant Application - 26.pdf

Hello 😊

Can we please add this to the packet... not the agenda tho, I don't think?

**From:** ODOT Small City Allotments Program <notifications@cognitofirms.com>  
**Sent:** Monday, July 31, 2023 4:00 PM  
**To:** Bridget Meneley <MeneleyB@ci.willamina.or.us>  
**Subject:** 2023 Small City Allotment Grant Application - Bridget Meneley

## ODOT Small City Allotments Program

### 2023 Small City Allotment Grant Application

Thank you for filling out the 2022 Small City Allotments Application. Your submission data is attached and listed below. Please save this information for your records. If you wish to make changes to your application after it has been submitted, please email [SmallCityAllotments@odot.state.or.us](mailto:SmallCityAllotments@odot.state.or.us) and we will send you a link to access it.

[Open Form](#)

## Entry Details

### Applicant Contact Information

CONTACT PERSON NAME	Bridget Meneley
TITLE	City Manager
NAME OF CITY	Willamina

PHONE	(503) 857-3553
EMAIL	<a href="mailto:meneleyb@ci.willamina.or.us">meneleyb@ci.willamina.or.us</a>
APPLICANT MAILING ADDRESS	PO Box 629, Willamina, Oregon 97396
PROJECT NAME	WILLAMINA 2023 SCA - SW HILL DR PAVING AND OAKEN HILLS ADA
TOTAL PROJECT LENGTH (FEET)	1077
SCA FUNDING REQUEST AMOUNT	\$250,000.00
ESTIMATED TOTAL PROJECT COST	\$260,000.00

## Match

WILL FUNDING BE USED TO MEET THE MATCH REQUIREMENTS OF AN EXISTING STATE OR FEDERALLY FUNDED PROJECT? TO BE ELIGIBLE, THE CITY MUST HAVE AN EXECUTED FUNDING AGREEMENT IN PLACE FOR THE PRIMARY PROJECT.

No

## Project Locations

### Location 1

NAME OF STREET, OR ROAD ON WHICH THE PROJECT IS LOCATED. INCLUDE BEGINNING AND ENDING POINTS. EXAMPLE: (MAIN STREET FROM THIRD AVENUE TO SIXTH AVENUE.)

SW Hill Dr from 505 ft east of its intersection with Cherry to 410 ft west of the Cherry St intersection.

PROJECT LENGTH IN FEET:

915

ESTIMATED PROJECT COST

\$129,000.00

SELECT ALL THAT APPLY.

City Street

## Problem Statement

DESCRIBE EXISTING CONDITIONS AND HOW THEY PRESENT EITHER A SAFETY OR CAPACITY ISSUE.

SW Hill Drive is a collector street connecting the neighborhood to Main St (OR18). Along the project length, severe transverse cracks, longitudinal cracks, alligator cracks, and potholes exist. Additionally, noticeable spalling and raveling is present in the pavement. This street is shared by motorists and pedestrians and current conditions make it unsafe for both. Motorists swerve to avoid potholes and rough pavement sections and experience an overall poor ride quality. The potholes and poor quality pavement along the project length are a tripping hazard for pedestrians walking along this section of Hill Drive and make it difficult for wheelchair and mobility device users to navigate.

## Project Description

DESCRIBE THE PROPOSED PROJECT AND HOW IT WILL ADDRESS THE ISSUES DESCRIBED ABOVE.

Prior projects have rehabilitated the western stretch of Hill Drive and the length of Hill Drive that connects to Main Street. The project aims to rehabilitate the pavement between the two prior projects of Hill Drive. This would complete the pavement rehabilitation of SW Hill Drive. The proposed pavement rehabilitation consists of full depth spot repairs where potholes exist and cold plane removal of the other sections of the pavement and repaving back to existing grade. The spot repairs combined with the milling and replacement of the existing pavement will address structural deficiencies from the potholes, create a smoother ride, and prolong the useful life of the pavement. No ADA or drainage improvements are proposed at this site.

## Project Details

### Project Elements

BASE REPAIRS	Yes
RESURFACING	Yes
STORM SEWER	No
BIKE LANES	No

CURB	No
MULTI-USE PATHS	No
OUTLETS	No
BRIDGE	No
WALKWAYS	No
RIGHT OF WAY	No
CURB RAMP	No
OTHER	No

## Base Repairs

PROVIDE A BRIEF DESCRIPTION OF THE INTENDED BASE REPAIRS. Pavement has failed in several locations and will need full depth reconstruction spot repairs to preserve the pavement life span.

LOCATION (IF PROVIDE BEGINNING AND ENDING POINTS) Spot repair one location is approximately 402' east of Hill Dr and Cherry St, spot repair two is located approximately 209' east of Hill Dr and Cherry St, spot repair three is located approximately 58 feet east of Hill Dr and Cherry St, and spot repair four is located approximately 398' west of Hill Dr and Cherry St.

EXISTING WIDTH AND LENGTH 48.6 yd x 2.8 yd

PROPOSED WIDTH AND LENGTH 48.6 yd x 2.8 yd

## Resurfacing

EXISTING SURFACE TYPE (CONCRETE, CURB SEAL, ASPHALT, ETC) Asphalt

LOCATION (PROVIDE COORDINATE AND ENDING POINTS)	The stretch of SW Hills Dr 505ft east of the Cherry St intersection to 410ft west of the Cherry St intersection.
EXISTING WIDTH AND LENGTH	915 ft x 20 ft
PROPOSED WIDTH AND LENGTH	915 ft x 20 ft

## Location 2

PLACE OF STREET OR ROAD ON WHICH THE PROJECT IS LOCATED. INCLUDE BEGINNING AND ENDING POINTS. EXAMPLE: (MAIN STREET FROM THIRD AVENUE TO SEVEN AVENUE)	ADA curb ramps located at the NE Oaken Hills Dr intersections with NE 3rd St and NE 4th Pl.
PROJECT LENGTH IN FEET:	174
ESTIMATED PROJECT COST	\$131,000.00
SELECT ALL THAT APPLY:	City Street

## Problem Statement

DESCRIBE EXISTING CONDITIONS AND HOW THEY PRESENT EITHER A SAFETY OR CAPACITY ISSUE.	NE Oaken Hills Drive is a collector street that is the only street and sidewalk route connecting students and pedestrians to the elementary, middle, and high schools. It is the primary route to Oaken Hills Memorial Park, and is the main route to a planned park at NE 4th Pl and Oaken Hills Drive. The road intersects two residential streets, NE 3rd Street and NE 4th Place at T-intersections where the current sidewalk curb ramps are deficient. These deficiencies include but are not limited to excessive ramp run slopes, cross slopes, and counter slopes, missing truncated dome warning surfaces, and tripping hazards at the throat of the ramps.
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## Project Description

DESCRIBE THE PROPOSED PROJECT AND HOW IT WILL	From the 2022 Willamina Transportation System Plan, 22.6% of Willamina's population have disabilities and are significantly impacted by the
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ADDRESS THE ISSUES DESCRIBED ABOVE.

lack of Americans with Disabilities Act (ADA) compliant facilities. This project seeks to retrofit the existing sidewalk curb ramps at these intersections by constructing parallel curb ramps designed to meet ADA and ODOT standards to the maximum extent feasible. The curb ramp retrofit at Oaken Hills and NE 4th PI was identified as a pedestrian improvement project in the Transportation System Plan. The retrofitted curb ramps will make the pedestrian access route to the schools, existing park, and future park from the surrounding neighborhoods more accessible to all members of the community.

## Project Details

### Project Elements

BASE REPAIRS	No
RESURFACING	No
STORM SEWER	No
BIKE LANES	No
CURBS	Yes
MULTI-USE PATHS	No
GUTTERS	No
BRIDGE	No
WALKWAYS	No
RIGHT OF WAY	No
CURB RAMP	Yes
OTHER	No

## Curbs

LOCATION  
Corners of NE Oaken Hills Dr that intersect with 3rd St and 4th Pl.

## Curb Ramp

### Item 1

LOCATION (IF MULTIPLE LOCATIONS CLICK +ADD ITEM BELOW)  
NE Oaken Hills Dr and 3rd St

NW CORNER  
Reconstructed Curb Ramp

NE CORNER

SW CORNER  
Reconstructed Curb Ramp

SE CORNER

### Item 2

LOCATION (IF MULTIPLE LOCATIONS CLICK +ADD ITEM BELOW)  
NE Oaken Hills Dr and 4th Pl

NW CORNER  
Reconstructed Curb Ramp

NE CORNER

SW CORNER  
Reconstructed Curb Ramp

SE CORNER

I UNDERSTAND THAT IF I AM GRANTED THIS AWARD ONLY THE ELIGIBLE COSTS EXPENDED AFTER THE NOTICE TO PROCEED ARE ELIGIBLE FOR REIMBURSEMENT

Yes

AUTHORIZED SIGNATURE

Captured

APPLICANT NAME

Bridget Meneley

TITLE

City Manager

MAP OF PROPOSED PROJECT AREA, PERMITS START AND END POINTS

OAKEN HILLS ADA.pdf  
HILL DR PAVING.pdf

PHOTOS IDENTIFYING CURRENT CONDITIONS, PIPELINES OR OTHER UTILITIES WILL BE REQUIRED AT SUBJECT PROPERTY.

- 02\_Oaken Hills and 3rd\_NW Corner 2.jpg
- 01\_Oaken Hills and 3rd\_NW Corner 1.jpg
- 03\_Oaken Hills and 3rd\_SW Corner.jpg
- 04\_Oaken Hills and 3rd\_SW Corner RR2.jpg
- 05\_Oaken Hills and 3rd\_SW Corner RR3.jpg
- 06\_Oaken Hills and 4th\_NW Corner 1.jpg
- 07\_Oaken Hills and 4th\_SW Corner 2.jpg
- 10\_Oaken Hills and 4th\_SW Corner 3.jpg
- 09\_Oaken Hills and 4th\_SW Corner 2.jpg
- 08\_Oaken Hills and 4th\_SW Corner 1.jpg
- 3\_SW Hill Drive Extg Conditions Potholes.jpg
- 4\_SW Hill Drive Extg Conditions Transverse Cracks.jpg
- 6\_SW Hill Drive Extg Conditions Longitudinal Crack.jpg
- 1\_SW Hill Drive Extg Conditions Raveling.jpg
- 8\_SW Hill Drive Extg Conditions Alligator Cracking.jpg
- 7\_SW Hill Drive Extg Conditions Alligator Cracking.jpg
- 2\_SW Hill Drive Extg Conditions Potholes.jpg
- 5\_SW Hill Drive Extg Conditions Potholes.jpg
- 9\_SW Hill Drive Extg Conditions Alligator Cracking and Pothole.jpg

PROOF OF SECURED STATE AND/OR FEDERAL FUNDING IF GRANT WILL BE USED AS MATCH FOR AN ENDING PROJECT.

FINISHED COST ESTIMATE

2023-07-28  
Willamina 2023 SCA Opinion of Construction Cost.pdf

**Library June 2023 Monthly Report, Sarah Frost, Library Director**

July was very busy with lots of programs to keep our families and community members engaged. We held 14 Library Programs, hosted a Parent Workshop, and offered 5 different passive activities that kids could do in the library or take home with them. We more than doubled our program attendance from June to July.

We also submitted a Letter of Interest to Oregon Community Foundation for a Community Grant. We are seeking funding for our Library Internet and Technology Accessibility Improvement Project

I welcome any feedback or questions. If there is library information you would like to see more regularly, please let me know.

**Library Patron Visits: 682**

\*this does not include programs held outside operational hours and/or that are held off-site

**Programs/Events Held:**

Book Club

Performer @ Tina Miller Park: Alex Zerbee, Zaniac

Performer @ Tina Miller Park: Angel Ocasio Comedy

Ready for Kinder! Parent Workshop

Summer Splash Series (x5)

TTRPG (Table-top Roleplaying Game)

Zine Club

Ancestry

Stargazing

Movie: Jungle Cruise

Movie: The Croods

Journal Craft

Acts of Kindness Activity

Animal Voices Activity

Library Scavenger Hunt

**Program Attendance:**

Youth: 338

Teens: 36

Adults: 116

**Circulation: 1356**

\*number of item checkouts

**Hold Item Pull: 1018**

\*number of items pulled from our shelves to fill holds within CCRLS

\*CCRLS: Chemeketa Cooperative Library Service

**Library Board:**

The next board meeting will be held September 19, 6:00 PM via Zook and in-Person.

Tyler Crook, Chair

Jennifer Eckels, Co-Chair

**Current Library Board:**

NAME	Appointment	Current Term Start	Term End	Current Term
Tyler Crook	Full 2021	September 2021	September 2025	1st
Tracy Dillon	Full 2017	September 2021	September 2025	2nd
Jennifer Eckels	Partial 2023	September 2020	September 2024	partial
Katherine Ljungqvist	Partial 2023	September 2020	September 2024	partial
Kepola Napoleon	Partial 2019	September 2021	September 2025	1st
Emily Sims	Full 2021	September 2021	September 2025	1st
Willamina School District	Partial 2021	September 2022	September 2026	N/A

**Friends of the Library, Love our Library**

Kepola Napoleon is working with volunteers to re-establish the Friends of the Library 501c3.

The next committee meeting is Sunday, October 8, 2:00PM.

Current Fundraiser: Summer Raffle Basket

Next Fundraiser: Art Tour, November



**Yamhill County Sheriff's Office  
Crime Summary for WILLAMINA  
From 7/1/2023 to 7/31/2023**

City	UCR Description	7/1/2022 to 7/31/2022	7/1/2023 to 7/31/2023	Percentage Change	YTD	Prior Year
<b>WILLAMINA</b>						
Part 1						
	Aggravated Assault	1	0		1	7
	Arson	0	1		1	1
	Burglary-Business	0	0			4
	Burglary-Residence	0	1		1	5
	Larceny	3	1	-66.67 %	17	37
	Motor Vehicle Theft-Auto	0	0		1	10
	Rape	0	0		1	
	Robbery	0	0		1	1
	<b>Part 1 Total</b>	<b>4</b>	<b>3</b>	<b>-25.00 %</b>	<b>23</b>	<b>65</b>
Part 2						
	All Other	0	1		11	19
	Animal Problems	0	0		2	1
	Disorderly Conduct	1	1		2	8
	Drug Laws	3	1	-66.67 %	22	66
	DUII	3	0		2	23
	Forgery	0	1		2	1
	Fraud	0	0		2	5
	Sex Offenses	0	1		4	6
	Simple Assault	0	3		12	21
	Stolen Property	0	0			5
	Trespass/Prowler	0	0		6	17
	Vandalism	2	2		7	25
	Weapons	0	1		5	17
	<b>Part 2 Total</b>	<b>9</b>	<b>11</b>	<b>22.22 %</b>	<b>77</b>	<b>214</b>
Part 3						
	All Other	10	2	-80.00 %	43	144
	Non-Reportable Offenses	10	11	10.00 %	70	131
	<b>Part 3 Total</b>	<b>20</b>	<b>13</b>	<b>-35.00 %</b>	<b>113</b>	<b>275</b>
	<b>Total For WILLAMINA</b>	<b>33</b>	<b>27</b>	<b>-18.18 %</b>	<b>213</b>	<b>554</b>

July 2023 Code Enforcement Daily Log

Date	Location	Code Enforcement	Complain	Correction	Follow-up
7/5/23	SW OAK ST		HELPED WITH CLEAN UP OF 4TH JULY STUFF WITH JEFF ILLEGAL FIREWORKS ON 4TH BEING LET OFF		I CALLED AND TALKED TO THE CONCERNED RESIDENT ABOUT THE ILLEGAL FIREWORKS BEING LET OFF IN THE CITY LIMITS BY OTHER RESIDENTS AND HER NEIGHBOR. I LET HER KNOW SHE NEEDS TO CALL NON EMERGENCY TO REPORT THEM BECAUSE OUR DEPUTIES CAN TAKE CARE OF THAT FOR HER. I DON'T HAVE THE ABILITY TO DO ANYTHING LIKE THEY CAN.
7/5/23	SW BARBER		THIS IS STILL ONGOING FROM APRIL COMPLAINT		PHILIP CAME BY FOR COURT HOWEVER WE RESCHEDULED IT FOR 8/23/23 @ 3:30PM. HE SAID HE NEVER GOT A RESCHEDULE PAPER AND THOMAS MAILED THEM OUT ON 6/22/23. HE HANDED ME A PAPER IN THE PARKING LOT AND IT IS A CARPORT THAT IS TO BIG FOR THE AREA THE TRUCK IS SITTING IN. HE WAS MAD THAT THE PLANNING DEPARTMENT NEVER GOT A HOLD OF HIM BUT I TOLD HIM HE NEVER GOT A HOLD OF US ABOUT THE RAILROAD YES HE SAID HE WAS GOING TO PUT IN HE SAID THAT THE WASNT GOING TO PUT THEM IN BECAUSE IT WAS TO EXPENSIVE. HE WAS MAD AT ME AND HIM AND HIS WIFE CURSED ME OUT IN THE PARKING LOT HERE DOWN AT THE CITY. HE ALSO TOLD ME THEY NEVER GOT THE RESHEDULE SO I TOOK THEM UP TO THEM AND HE DIDNT WANT TO LISTEN TO ME AND TOLD ME HE WAS GOING TO LISTEN TO HIS FRIENDS ADVICE AND TOLD ME TO GET THE "F" OUT OF THERE. SO THATS WHAT HE DID TOLD ME TO GET THE "F" OFF HIS PROPERTY. I LEFT THEM YELLING AT ME.
7/5/23	SW MAIN ST.	CODE ENFORCEMENT	DEBRIS IN YARD AND SURROUNDING PROPERTY		THIS IS A FOLLOW UP FROM JULY AND THERE HASNT BEEN ANY IMPROVEMENT SO I TALKED TO THE RESIDENCE FROM UNIT A AND THEY TOLD ME THEY WOULD START ON PICKING THINGS UP ON 7/5/23. I WILL DO ANOTHER FOLLOW UP ON 7/10/23. I WENT BY ON 7/13/23 @7:00AM AND HAVE BEEN SEEN SOME IMPROVEMENT OF THE PROPERTY SOME CLEAN UP HAS BEEN MADE AND THE STICKERBUSHES AND GRASS HAS BEEN MOVED. ALSO THE TRASH AND THE RECYCLE HAS BEEN PICKED UP. TOOK NEW PICTURES TO REFERENCE. WILL GO BY ON 7/20/23 TO DO ANOTHER CHECKUP ON PROGRESS.
7/6/23	NE 3RD ST		BARKING DOGS	I WENT TO TALK TO THE PROPERTY OWNER ABOUT THE DOGS BARKING. HE HAS 5 HUSKIES AND THEY WHINE WHEN THEY LEAVE FOR WORK. THEY ARE INSIDE DOGS AND THEY LEAVE THEM INSIDE WHEN THEY GO TO WORK. HE LETS THEM OUT AT 3AM AND THAT THE COMPLAINT I GOT WAS THEM WHINING AND BARKING AT THIS TIME. HE WAS REALLY NICE AND I GAVE HIM A WARNING DOORHANGER AND OUR ORDINANCE 90:01 (5) PUBLIC NUISANCE (5) DISTURBS ANY PERSON BY UNREASONABLY FREQUENT OR PROLONGED NOISES. HOPEFULLY THEY WILL KEEP THE DOGS FROM DISTURBING OTHERS.	THE DOGS FROM BARKING SO MUCH.
7/6/23	OAK ST		BASKETBALL HOOP AND VEHICLE PARKED WRONG WAY AND BEING WORKED ON IN THE ROAD AREA	TALKED TO THE PROPERTY OWNER AND HE WAS SUPER NICE ABOUT MOVING HIS BASKETBALL HOOP OUT OF THE ROAD A LITTLE BIT SO THAT CARS AND RV'S CAN GET THROUGH. ALSO I HAD HIM MOVE THE TRUCK IN THE CORRECT POSITION AND JUST ASKED THAT HE NOT WORK ON IT IN THE ROADWAY. HE MOVED EVERYTHING RIGHT AWAY.	NOTHING FURTHER

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7/10/23	MAIN ST		PARKING FOR HIS CUSTOMERS	THE RESTURANT OWNER WAS CONCERNED ABOUT THE PARKING AREA OUTSIDE HIS BUSINESS AND HIS GUEST NEED A SPACE TO PARK. THE RESIDENT THAT IS RENTING THE HOUSE NEXT TO THE BUSINESS IS UPSET PEOPLE ARE PARKING ON THE PROPERTY AND HE IS HARRASSING THE PATRONS VISITING AND PARKING IN THAT AREA.	I ADVISED THE RESTURANT OWNER TO GET AHOLD OF THE PROPERTY OWNER TO DISCUSS PARKING IN THAT AREA AND MAYBE THEY COULD COME TO AN AGREEMENT ON PARKING AND THEY WOULD ALLOW AND EASEMENT FOR HIS GUESTS AND THAN TALK TO THE RENTER ABOUT THAT AGREEMENT TO END THE FUED ON PARKING.
7/11/23	LOWER END OF PIONEER DR		THIS IS STILL ONGOING FROM JUNE COMPLAINT... TALL GRASS AND WEEDS NEED TO BE MOWED	THE PROPERTY OWNER NEEDS TO FIX THE FENCE SO IT ISNT LEANING OUT INTO HER DRIVEWAY. I CALLED AND LEFT A MESSAGE WITH PROPERTY OWNER AND JUST WAITING FOR A CALL BACK FROM HIM.	THIS IS AN ONGOING ISSUE FROM 6/7/23. THE PROPERTY OWNER HAD TOLD ME SHE NEEDED 2 WEEKS EXTRA TO FINISH A PROJECT THEY WERE WORKING ON AND THEY STILL HAVENT CONTACTED ME AND THAT WAS BACK ON 6/7/23. I CALLED TWO NUMBERS THAT I HAVE FOR HER AND LEFT A MESSAGE ON 7/11/23 @ 8:49AM. PATRICIA AND ED CAME BY 7/11/23 AND HAD A HUGE ARGUMENT WITH ME ABOUT THE PROERTY THAT NEEDS TO BE MOWED. ED REQUESTED A SOMETHING IN WRITING SINCE PATRICIA AND I ONLY HAD A VERBAL CONVERSATION SO I SAID I WOULD SEND OUT A CERTIFIED LETTER. WILL DO THAT TODAY 7/13/23. PATRICIA CAME BY ON 7/12/23 AND HER AND I HAD A CONVERSATION ABOUT THE PROPERTY AND SHE SAID SHE IS PART OWNER OF THE PROPERTY AND SHE REALLY DIDNT WANT TO SAY WHO THE OTHER PERSON WAS BECAUSE HE IS VERY SICK AND SHE SAID HE IN WHEELCHAIR AND ON OXYGEN. AFTER A LITTLE WHILE INTO OUR CONVERSATION SHE SAID IT WAS ROBERT BECK. ON 7/18/23 I SENT BOTH OWNERS OF THE PROPERTY CERTIFIED LETTERS AND ALSO SENT OUT REGULAR MAIL ALSO.
7/11/23	3RD ST		THE FENCE IS FALLING TOWARD HER DRIVE WAY THAT RUNS FROM 3RD ST. TO HER HOUSE WHICH IS ON WILLAMINA DR. SHE PARKS BACK THERE.	THE OWNER IS GOING TO TRY AND MOVE IT. SHE HAD IT TOWED THERE BECAUSE IT BROKE DOWN. I GAVE HER TILL MONDAY 7/17/23 TO MOVE IT OR I WAS GOING TO TAG IT FOR TOW.	DO FOLLOW UP ON MONDAY 7/17/23. ON 7/18/23 WENT BY TO CHECK ON THE VEHICLE AND IT HAS BEEN MOVED OFF THE ROAD AND INTO THE DRIVEWAY AREA.
7/11/23	NW CHURCHMAN ST	CODE ENFORCEMENT@ 10:25AM	WHITE TOYOTA CAMRY PARKED THE WRONG WAY ON THE STREET WILLAMINA DR. THE CAR IS BROKEN DOWN AND WAS TOWED AND DROPPED OFF BY OK TOWING. ONE LIC # 416 NKH	SPOKE TO THE OWNER OF THE FORD AND SHE SAID SHE IS A CARE GIVER FOR THE RESIDENT AND ONLY COMES 2 DAYS A WEEK. I ASKED HER TO PLEASE MOVE HER CAR THAT SHE WAS PARKED IN A NO PARKING THIS SIDE OF THE STREET AREA AND THAT SHE WAS MORE THAN WELCOME TO PARK IN THEIR DRIVEWAY OR THE OTHER SIDE OF THE STREET.	NOTHING FURTHER SHE HAD MOVED CAR.
7/11/23	WILLAMINA DR	CODE ENFORCEMENT @ 10:37AM	WHITE FORD TAURUS OR LIC # 110 JUX PARKED ON THE WRONG SIDE OF THE ROAD WITH A NO PARKING SIGN NOTICE ON THE RIGHT HAND SIDE OF WILLAMINA DR	THE PROPERTY OWNER HAS SOLD HIS PIECE OF LAND AND NEEDS THE PEOPLE WHO HAVE ALL OF THEIR STUFF ON HIS PROPERTY TO REMOVE IT. LOTS OF DEBRIS, CARS, TIRES,	THE PROPERTY OWNER CAME IN AND TALKED TO ME ABOUT THE PROPERTY WE WILL GET A GAME PLAN NEXT WEEK ON CLEAN UP OF THE PROPERTY AND FIND OUT WHEN THE TIME LINE IT ALL NEEDS TO BE TAKEN CARE OF. SHE WILL CALL ME NEXT WEEK 7/17/23 ONCE SHE FINDS OUT HER DAYS OFF WILL BE OWNER OF THE PROPERTY CAME BY TODAY AND WE WENT UP AND THEY HAVE MOVED THEIR SHEDS BACK AND JUST A LITTLE BIT FROM THE PROPERTY LINE. I SENT PICTURES TO THE OWNER OF THE PROPERTY AND HE SAID OK.
7/11/23	5TH ST		RECAUTION DEBRIS FOR REMOVAL		



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7/11/23	NE YAMHILL ST	CODE ENFORCEMENT	LOTS OF ANNOXIOUS WEEDS AND YARD A MESS WITH STUFF EVERYWHERE	THEY NEED TO CLEAN UP THE YARD AND THE BACK YARD WITH ALL THE STICKERBUSSHES.	THIS IS A ONGOING PROPERTY FROM JUNE. I PUT A DOOR HANGER ON 6/22/23 AND HAD NO CONTACT FROM PROPERTY OWNER. I WENT BY ON 6/30/23 AND THERE WAS LITTLE PROGRESS ON CLEAN UP. MADE CONTACT WITH THE RESIDENT TODAY AND SHE INFORMED ME SHE IS A VETERAN AND HAS MS. SHE HAS ASKED IF SHE COULD GET SOME HELP ON THE CLEAN UP SO I TOLD HER I WOULD GET A HOLD OF PASTOR JIM TO SEE IF HE COULD OFFER SOME ASSISTANCE ON THIS. TALKED TO PASTOR JIM TODAY 7/13/23 @ 1:50PM ABOUT HELPING ON CLEAN UP AND HE SAID HE WILL TALK TO THE MENS GROUP AND I WILL CALL HIM MONDAY ON AN UPDATE WHEN THEY WOULD BE AVAILBLE TO HELP CALLED ON 7/31/23 TO GET UPDATE ON HELP AND EVERYONE HAS BEEN SUPER BUSY. HE SAID HE WOULD TALK TO THEM AGAIN AND GET BACK WITH ME. THE TRAILER THAT WAS PARKED OUT ON THE ROAD HAS BEEN REMOVED SO THAT IS A POSITIVE.
7/11/23	1ST ST	CODE ENFORCEMENT @ 4:42PM	YARD IS A COMPLETE MESS	CHRISTINE AND I WENT TO THE FIRE DEPT AND THE HIGHSCHOOL TO SEE AND GET INFORMATION ABOUT THE EMERGENCY OPERATIONS PLAN THAT WAS HAPPING WITH THE TRIBE DHS. LINCOLN COUNTY. THEY WERE SETTING UP A CRISIS SCENARIO ON WILDLAND FIRE UP ON FIREHALL AND WAS DOING EVACUATION AND COMMAND CENTER.	WENT BY ON 7/17/23 AND THE YARD IS CLEANED UP AND THE CHILDRENS BIKES ARE LINED UP ALONG THE TREE LINE. THE BACK YARD AND SIDE STILL NEED TO BE MOWED. THIS WAS A FUN EXPERIENCE TO GO SEE AND GET INVOLVED WITH.
7/12/23				DEPUTY INGHAM CAME IN TO SEE ME @ 9:13AM ABOUT COMPLAINT ON BARKING DOG. HE WENT TO SEE THE LADY WHO LIVES THERE AND SHE SAID IT WASNT HER DOG. DEPUTY SAID IT WAS HER DOG HE COULD HEAR IT BARKING. DEPUTY SAID HE WOULD REFER ALL DOG BARKING COMPLAINTS TO ME.	THE LADY CALLED ME TODAY 7/19/23 AND LET ME KNOW THAT SHE WAS THERE TO PICK UP THE PALLETS THAT WAS PUT ON OUR DEBRIS PILE.
7/17/23	OAKEN HILLS	DEPUTY INGHAM	DOG BARKING	HAD A LADY CLEANING UP AT A WILLAMINA RESIDENCE UP ON HILL DR AND SHE DISCARDED PALLETS ONTO OUR BURN PILE. THIS IS NOT ALLOWED. SHE WILL GO BACK ON 7/19/23 @ 11:00AM TO PICK UP THE ILLEGAL DUMP OF THE PALLETS.	TALKED TO THE LADY AT THIS RESIDENCE AND SHE SAID SHE WOULD GO CLEAN UP THE DOG MESS AND THAT SHE WOULD CLEAN UP IN THE FUTURE.
7/17/23	ADAMS ST		DUMPING PALLETS AT OUR SHOPS FOR DEBRIS	IM GOING TO ISSUE A WARNING TO THE OWNER OF THE DOG. IM GIVING THEM OUR ORDINANCE 676 ( 9006) OFFENSIVE LITTERING BY AN ANIMAL. THE NEXT OFFENSE WILL BE A \$250.00 FINE. ISSUED THE WARNING @ 2:17PM	7/31/23 TALKED TO BRIDGET ABOUT THE TREES AND SHE WANTED TO LOOK AT THE TREES TO SEE WHAT THE NEXT STEP WOULD BE IF THEY NEED TO BE CUT DOWN
7/17/23	5th ST		DOG POOPING AND OWNER NOT PICKING IT UP		
7/17/23	SW BRANSON ST		CEMETARY TREES ARE HANGING ON THEIR SHOP AND THE ROOTS ARE COMING THROUGH GROUND AND MOVING THE FENCE	THE PROPERTY OWNERS CAME DOWN TO CITY HALL WITH A LETTER ABOUT THE TREES IN THE CEMETARY THAT ARE TOUCHING THEIR SHOP. CREATING A MESS WITH PINE NEEDLES. THE ROOTS ARE SHOWING ON THEIR SIDE OF THE FENCE AND THE TREES ARE LEANING AND THE FENCE IS MOVING. THEY ARE CONCERNED ABOUT THE SAFETY OF THE TREES AND COMING DOWN ONTO THEIR PROPERTY. WILL SUBMIT THIS TO BRIDGET OUR CITY MANAGER. WILL GET UPDATE ON 7/31/23 WITH A PLAN.	

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7/20/23 7/21/23- 7/30/23		ON VACATION :)				WENT TO THE MEETING WITH ODOT. JEFF BROWN, MAYOR SKYBERG, JEFF BLACKWELL TO LOOK AT THE RAILROAD CROSSINGS. HOPEFULLY GET A GAME PLAN TOGETHER TO GET THEM FIXED FOR THE COMMUNITY. LOTS OF COMPLAINTS ABOUT THEM BEING HORRIBLE.
7/31/23	WILLAMINA DR			(3 SHEEP, 1 PIG, AND CHICKENS) SMELLS AWFUL. THE KIDS ARE DOING FFA SO THEY HAVE THEM IN THEIR BACK YARD	IN OUR ORDINANCE IT DOESN'T SAY THAT THEY CAN'T HAVE THE FARM ANIMALS, HOWEVER THERE IS AN ORDINANCE FOR PUBLIC NUISANCES AFFECTING PUBLIC HEALTH (6) ODOR AND 93.04 (A) 150 FEET IN DISTANCE FROM ALL DWELLINGS OR STRUCTURES OTHER THAN THE PERSONS OWN STRUCTURE UNLESS THEY HAVE WRITTEN CONSENT OF THE OTHER DWELLING 93.08 (2) ACCUMULATION OF MANURE ON PRIVATELY OWNED REAL PROPERTY	