

**CANYONVILLE CITY COUNCIL MEETING
REGULAR SESSION 7:00 P.M.
MONDAY AUGUST 21, 2023
COUNCIL CHAMBERS**

Christine Morgan, Mayor (12-31-2024)
Louise Barton, Council President (12-31-2024)
Alan Freeman, Councilor (12-31-2024)
Jerry O'Sullivan, Councilor (12-31-2024)
Andrew Mather, Councilor (12-31-2026)

Stephen Morgan, Councilor (12-31-2026)
Luke Suhr, Councilor (12-31-2026)
Suzie Rogers, Finance Deputy Recorder
Dawn Bennett, Administrator/Recorder

AGENDA

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE:

II. ROLL CALL

III. AGENDA REVIEW AND ADDITIONS:

IV. CONSENT CALENDAR:

1. Minutes for Regular Meeting on July 17, 2023

V. REPORTS

1. Sheriff's Office
2. City Administrator
3. Mayor's Report
4. Main Street Report

VI. UNFINISHED COUNCIL BUSINESS:

1. Canyonville Library - City Hall Renovation Project 2023-2024
2. Public Improvement Projects Status
3. Current abatements

VII. NEW COUNCIL BUSINESS:

1. Amending the Homeless Camping Ordinance No. 661
2. South County Community Center Lease Contract Renewal
3. Ordinance No. 662 – Avista Utilities Franchise Agreement
4. Bee Keeping Ordinance No. 660
5. Water Plant security camera quote
6. O'Shea Raw Water Line Repair
7. Intergovernmental Agreement with Douglas County for RV storage

VIII. QUESTIONS AND COMMENTS FROM THE AUDIENCE:

At this time, anyone wishing to address the City Council concerning items of interest not included on the agenda may do so. The person addressing the Council shall proceed to the podium and, when recognized by the Mayor, give his/her name and address for the record. All remarks shall be directed to the whole City Council.

X. ANNOUNCEMENTS

Planning Commission, September 13, 2023
Council Meeting, September 18, 2023

XI. MOTION TO ADJOURNMENT

**CANYONVILLE CITY COUNCIL
MEETING MINUTES
REGULAR SESSION 7:00 P.M.
MONDAY, JULY 17, 2023**

REGULAR SESSION

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE:

Mayor Morgan called the meeting to order at 7:00 p.m. and all joined in prayer and the Pledge of Allegiance.

II. ROLL CALL:

COUNCIL PRESENT: Mayor Morgan, Councilors Barton, Freeman, Morgan, Mather, O’Sullivan, and Suhr.

COUNCIL ABSENT: None.

STAFF PRESENT: Administrator/Recorder Bennett and Finance Deputy Recorder Rogers.

STAFF ABSENT: None.

III. AGENDA REVIEW AND/OR ADDITIONS:

Additions: None

Corrections: Minutes for the June 20, 2023, Council Meeting, in Chapter 9.36.020 Prohibited Camping A. 3. Add the following areas: Harrison St. and NE Canyon Ave.

IV. CONSENT CALENDAR:

Minutes for Regular Council Meeting: **Stand approved with corrections.**

V. REPORTS

1. Sheriff’s office report.

No Sheriff Report

2. City Administrator Report

The last day for Optimum staff at the sewer plant was July 9, 2023, City staff are now running the sewer plant. Administrator Bennett is requiring an update twice a month detailing the scheduled maintenance and testing completed.

NexCam will be providing an estimate for 5 additional cameras at the water plant.

The Public Works crew asked Administrator Bennett to attend their safety meeting and go over procedures to deal with the homeless under the new homeless ordinance in town.

3. Mayor’s Report

Mayor Morgan met with Administrator Bennett to discuss her annual job performance review set for the September council meeting. Other topics discussed were putting the Parks Board back in place, property abatement procedure, operations at the sewer plant and the need for removal of the two vehicles and boat at the sewer plant. Mayor Morgan received scholarships to attend the Oregon Mayors Conference in Hood River in August.

4. Main Street Report

Mike Kelley spoke, he thanked Bruce for volunteering his time and Dazey’s Hardware for donating flowers. The Main Street Committee and the Chamber of Commerce are working on an Adopt a Block program as well as looking into purchasing new garbage cans.

VI. UNFINISHED COUNCIL BUSINESS

1. Canyonville Library – City Hall Renovation Project 2023-2024

No update available.

2. Public Improvement Project Status

The engineers have devised a new solution for the Canyonville Riddle Rd water leak project, an inserta value will be made, it takes approximately three weeks and Ferguson Waterworks will do the installation.

The City engineers are creating an estimate for the project cost for the Safe Routes to School project. The estimate should be ready in time for the August meeting.

3. Current Abatements

The owners of 167 Phillips have been given an extension to finish moving the vehicles. The owners of 230 Sunset were sent another letter, they responded and said they would move the trailer as soon as they get a locksmith to install a new ignition. The food truck at Fry’s has not been back since the letter was sent. The Indian Taste restaurant was sent a letter to get a dumpster or garbage cans with lids. A letter has been mailed to 744 Hamlin Dr about garbage and old vehicles. Administrator Bennett will call Bill’s Towing for an estimate to tow the van on 5th St to Azalea. A letter has been sent to Huffman and Wright regarding a tall grass complaint we received.

IX. NEW COUNCIL BUSINESS

Mayor Morgan suggested that the entire agenda be posted to the City website, currently the City posts the agenda outline only. Administrator Bennett added that the City is in the process of looking at different website companies in order to update and streamline the City website.

1. Amending the Homeless Camping Ordinance No. 659

The City attorney informed Administrator Bennett that the word **Spanish** must be added back into section 9.36.040 B (1). The second item to be added is the specific width requirement in section 9.36.020A(2) **width of less than four feet**. Also, section 9.36.20 B change dusk to dawn with **sunrise to sunset**.

Change the title of 9.36.030 to **Camping on private property**. Strike 9.36.030 A. and A. 3, 4, 7, and 8, strike the word **public** from number A.1 and 9.

Councilor Suhr moved, and Councilor O’Sullivan seconded a motion to approve changes to Homeless Camping Ordinance No. 659. Mayor Morgan, Councilors Barton, Freeman, Morgan, Mather, O’Sullivan, and Suhr voted “yes.” No “nays.” The motion carried.

2. Beekeeping Ordinance review

Administrator Bennett was asked to consider deleting the beekeeping Ordinance Chapter 8.08 which would allow beekeeping within the City limits without any restrictions or add a section into the current Nuisance Ordinance to allow beekeeping with restrictions.

Councilor Freeman moved, and Councilor Suhr seconded a motion to advise the City Administrator to amend the current beekeeping ordinance chapter 8.04 to allow residential beekeeping with restrictions and bring it back to August 2023 Council Meeting for approval. Mayor Morgan, Councilors Barton, Mather, Freeman, Morgan, O’Sullivan, and Suhr voted “yes.” No “nays.” The motion carried.

3. Pioneer Days Event Permit with Alcohol

Approval of the Pioneer Days Event Permit will need to be conditioned upon the following.

1. Submission of the bouncy house vendor insurance certificate naming the city as a certificate holder, this will need to be submitted prior to the event.
2. Submission of an approved OLCC permit for the event from the Taphouse

Councilor Barton moved, and Councilor Freeman seconded a motion to approve the Pioneer Days Event permit subject to the conditions listed above. Mayor Morgan, Councilors

Barton, Freeman, Mather, Morgan, O’Sullivan, and Suhr voted “yes.” No “nays.” The motion carried.

X. QUESTION AND COMMENTS FROM THE AUDIENCE

Bruce Knowlton handed out packets to Councilors containing 21 complaint forms with several photos of various areas on Main St and 1St Street. Brad Taylor voiced his concerns about the lack of maintenance on Reed St and the missing Reed St road sign.

XI. ANNOUNCEMENT

Council Meeting August 21, 2023
Planning Commission August 8, 2023

XII. ADJOURNMENT

Councilor Barton moved, and Councilor O’Sullivan seconded a motion to adjourn the meeting at 8:35 pm. Mayor Morgan, Councilors Barton, Mather, Freeman, Morgan, O’Sullivan, and Suhr voted “yes.” No “nays.” The motion carried.
Meeting adjourned at 8:35 pm

ATTEST:

Christine Morgan, Mayor

Dawn Bennett, City Administrator/Recorder

Memo

To: Mayor and City Council
From: Dawn Bennett, City Administrator/Recorder
Date: August 15, 2023
Re: Administrator Report

My administrator report will be completed by the meeting. I will either bring it to the meeting or email it to everyone. There have been a few things that have come up in the last few days that I want to cover in the report for Council.

Memo

To: City Council
From: Christine Morgan, Mayor
Date: August 21, 2023
Re: MAYOR'S REPORT

- City Administrator/Recorder Dawn and I met for our monthly Agenda Review meeting on August 7. Also, at this meeting Dawn and I talk about other City issues. The following is a summary of topics discussed and status of requests:
1. Budget Committee meeting of May 8, committee members requested more information on the lease agreement with Family Development Center of our property on Sabbath Way (on the agenda); asphalt cutter rental (was later determined the City owns a cutter); janitorial services breakdown of hours, etc. Dawn will have this information for our September 18 Council meeting.
 2. I have requested a final report for the City Council on the Sewer Plant repair/clean-up./maintenance. This final report to include Optimum's report to the City and a complete breakdown of costs associated with getting the plant back into shape. Examples of cost breakdowns include but are not limited to Dyer Engineering, materials and supplies, overtime pay to City Staff, payment to Douglas County for dump trucks, , Kubota, Optimum, etc. ALL costs associated so the Council and others have knowledge and a clear understanding of this recent problem.
 3. Update on the employee-owned car, truck and boat that have been stored at the sewer plant for some time and are a liability to the City per our insurance agent: Dawn reported the car has been removed and I asked for her to give a final date of removal to the employee for the truck and boat.
 4. Council agreed an update of our City's website is needed and Dawn reported she's been in contact with Donald of Computer Solutions to make that happen. Dawn will have an update in her Administrator Report.
 5. Ordinance updates/creations discussed at our Goal Setting meeting: September is the month Council is to receive a draft ordinance on the rewrite of how our current ordinance handles derelict vehicles. Other ordinances needed is a sidewalk ordinance (per CIS) and a Derelict Building ordinance.
 6. Water plant upgrades: Dawn will have a report prepared for the September Council meeting concerning first steps.
 7. Dawn and I have discussed the need to place all the various policies and procedures the City uses into one easily accessible manual. We agree this one manual will improve Staff's ability to find needed information quickly.
 8. Per my request and concurrence from Dawn, she has a call into our city attorney concerning what city documents I as mayor have access to, for example, employee job performance reviews, time sheets, etc. and clarification of the City's employee handbook concerning alcohol and drug abuse testing.
 9. Dawn's job performance evaluation is on hold; I'm asking several other towns our size on how they do their review and am still sorting through this information. We want to do it right and I have a copy of one Dawn has provided to me from her file as well.

- I was unable to attend last week's Chamber of Commerce meeting due to the Oregon Mayor's Conference but was in attendance at the July 26th Main Street meeting. The OMA Conference was extremely valuable as mayors talked about prohibited camping ordinances; presentation on the role of the National Guard; how to forge relationship with state leaders to better our community; and award presentations to three student age groups on the "If I Were Mayor..." contest, and much more! There was value in attending this conference and money was raised from a silent auction (each mayor brought a basket full of goodies) for the scholarship fund that allows mayor's to attend from the smaller towns, such as Canyonville. This year, of the 85 mayors in attendance, 18 were there on scholarship, including myself. This means OMA paid for my registration and two nights lodging; that's approximately \$800.
- The City Hall Exterior & Grounds Improvement Committee is still active; waiting to receive grants. The Nandina has been dug out and the dead tree removed from the planters. Volunteers are needed to dig out the existing dirt and Nandina roots so new soil and plants can be placed.
- I'd like to give a big thank you to our newest employee, Jay, and for Dawn for giving the go ahead, and at least one volunteer that I know of, to making our two giant planting strips on either side of our north and south City Hall property in great shape once again; it's been a while. Trees and bushes are trimmed, blackberry vines are removed and bark mulch has been spread. Again, kudos to Jay for working diligently on this project.
- City Staff and volunteers were busy all last week power washing sidewalks on Main Street, sweeping the streets, vacuuming debris and painting curbs, crosswalks, etc. in preparation for Pioneer Days. Pioneer Park looks good. It was discovered the Applegate Trail kiosk is rotten and will be coming down. More information to follow!



Memo

To: Mayor and City Council
From: Dawn Bennett, Administrator/Recorder Interim
Date: August 15, 2023
Re: Current Abatement Status

Signs at 315 S. Main (Pioneer Market) have been taken down.

The owner of 167 Phillips has someone that will be taking the two vehicles that are left and will also clean up the junk.

The motorhome is gone from 230 Sunset Drive.

The Indian Taste business has not piled trash outside the back of the building since the letters went out to them. A letter has been sent that they need a trash can with a secure lid for the business.

287 James owner has removed the rooster from the property. They still must go into City Hall to get a permit to keep the animals.

670 Main Street staff talked to Raymond Brown about the tall grass and vehicles. He said he would take care of it. This is his 99-year-old mother's place. I talked to Ray because I did not want to get her upset.

613 Main Street second letter was mailed.

The Corner of Byron/Canyonville Riddle Road grass is all cut. 609 & 651 Canyonville-Riddle Road grass is all cut.

Canyonville School cut the grass inside the fence but still has the weeds on first street to get to.

Janelle wrote a letter to Fry's to get all the car parts behind the building and they tarped the truck. When the owner of the truck is able to make a payment, he then works on the truck until another payment is required.

I have been in contact with the county code enforcement person, and she said until they can identify the person that is actually living in the apartment, they cannot cite anyone. The garbage has been removed.

A second letter has been sent to 495 W 1st Street to finish trimming the shrubs and remove the awning.

Comp #	Date	Location	Nature of Complaint	Action	1st letter DATE	letter 2 CERT	Council Mtg	Hearing Date	Completion Date
				COMPLAINT LOG 2023					
17/52	1/26/2023	325 N Main House across from OR Sunshine	Junkyard, running 4-wheelers up and down street,	Letter sent regarding junk yard and other problems. City Administrator talked with owners and they are working on cleaning it and trying to get a fence built. Have to send another letter to make sure they are working on cleaning up. Drive by on 5/5/23 found to be working in the yard.	1/31/2023	4/14/2023			
17/48	2/1/2023	271 Sunset (REOPEN)	Vehicle, manhole w/ potholes, broken hydrant	Letter was sent to property owner about vehicle, public works has been notified about the other issues and started work 2/2/23 on fire hydrant repair work - completed on 2/10/23	2/1/2023	N/A	N/A	N/A	2/10/2023
17/53	2/1/2023	Phillips St	Potholes	This St was found to be a private drive and there is nothing the city can do.	N/A	N/A	N/A	N/A	2/1/2023
17/54	1/17/2023	Johnson St	Potholes	Memo was sent to public works 1/18 and the holes have been filled.	N/A	N/A	N/A	N/A	1/20/2023
17/55	1/21/2023	430 Mont St	Drainage from neighbor going into their yard	Public works was notified and redug the ditch to the drain	N/A	N/A	N/A	N/A	1/26/2023
17/56	2/6/2023	5th & S Main	Red jeep jacked up w/ only 1 wheel attached	Contacted Sheriff's office and had vehicle towed	N/A	N/A	N/A	N/A	2/7/2023
17/57	2/7/2023	251 Sunset	Rooster Crowing	Letter send regarding city policy of no roosters in town and license for chicken keeping. Mr Potter killed the rooster.	2/8/2023	N/A	N/A	N/A	2/10/2023
17/58	2/15/2023	325 S Main St (Monkey Business)	Motorcycle parked on sidewalk	Letter sent to Monkey Business with the ordinance asking him to park off the sidewalk	2/16/2023	N/A	N/A	N/A	3/7/2023
17/59	2/15/2023	315 S Main (Pioneer Market)	Exceeds number of allowable signs	Janelle sent a letter for them to take down all signs except for the business name sign. Sending a certified letter with the penalty for not taking the signs down. 5/5/23 No changes to signage. Attorney said enforcement would have to go to court. Signs have been taken down from the front of the building	2/16/2023	4/14/2023		enforcement will have to go through the court	
17/60	2/21/2023	200 Berthel Av	Grey/black water dumping on ground from camp trailer in driveway	Took both home and trailer a DEQ informational flyer. If not stopped city will contact DEQ and report. I have a complaint in to DEQ. Waiting to hear from them. DEQ said to have sheriff continue to cite them. Sheriff said in process of moving.	2/21/2023	3/9/2023	3/14/2023	Sheriff Deputy said he would visit the trailer	Seargent Scrivens called-they cited them
17/61	3/10/2023	221 2nd Street	oil/gas leaking from vehicles	phone call made to property owner 3-10-23. Inspected vehicles and area 4-3-2023. Leaks fixed		N/A	N/A	N/A	4/3/2023
17/62	3/11/2023	167 Phillips	3 complaints about RV's and vehicles blocking the street, garbage in cars, mess can't see the house	Sent letter requesting abatement of nuisance. owner called 5/26/23 and asked for a 2 week extension on deadline for cleanup. She now has until 6/14, 2023. All but a car & truck are gone. She will clean up junk.	4/18/2023	5/12/2023			

Comp #	Date	Location	Nature of Complaint	Action	1st letter DATE	Letter 2 CERT	Council Mtg	Hearing Date	Completion Date
17/63	3/14/2023	315 S. Main (Pioneer Mkt)	Garbage piling up behind the building	Letter sent. Trash has been cleaned up.	4/10/2023	N/A	N/A	N/A	4/14/2023
17/64	3/31/2023	600 NW 1st Street	Junk vehicles in pieces	Owner has restored services to the address and is working on renovating the home and cleaning up the yard	4/18/2023	N/A	N/A	N/A	5/31/2023
17/65	4/17/2023	441 SW 4th Place	Trash piling up creating a rat problem	Sent letter requesting abatement of garbage. Residence was rechecked and found to have cleaned up the garbage	4/18/2023	N/A	N/A	N/A	5/5/2023
17/66	4/18/2023	482 4th Street	Trash piling up creating a rat problem	Sent letter requesting abatement of garbage. Rechecked on 5-5-2023 and found that the garbage had been removed	4/18/2023	N/A	N/A	N/A	5/5/2023
17/67	4/18/2023	412 S Main (Indian Taste)	Trash piling up creating a rat problem	Sent letter requesting abatement of garbage. Rechecked on 5/5/2023 and found the garbage had been cleaned up.	4/18/2023	N/A	N/A	N/A	5/5/2023
17/68	5/4/2023	561 Stagecoach Rd	People living in RV's next to residence	Two RV's found on property; both RV's appeared to be connected to water and power on 5/5/2023.	6/1/2023	N/A	N/A	N/A	7/30/2023
17/69	5/4/2023	230 Sunset Dr	People living in RV in driveway of residence	Large RV found parked in driveway hooked to water and power. There were two cars in disrepair parked in the grass on 5/5/2023. Deadline extended to July 15th. Called her 8/14/2023 to have it gone this week.	6/1/2023	N/A	N/A	N/A	8/15/2023
17/70	5/22/2023	521 Mill St	Overgrown brush and debris on roofs creating a fire hazard	Copy of complaint given to Fire Chief Brown 6-7-2023	N/A	N/A	N/A	N/A	6/7/2023
17/71	5/26/2023	301 S Main (J Mann Realty)	Homeless sleeping in front of business	Was given copy of homeless rules from Salem and invited to attend the town hall meeting.	N/A	N/A	N/A	N/A	5/26/2023
17/72	6/9/2023	302 S Main (Fry's Auto Body)	Hosting food trucks in front of business	Letter sent by city planner explaining committees decision to NOT have food trucks within the city limits	6/12/2023	N/A	N/A	N/A	6/12/2023
17/73	6/13/2023	412 S Main St (Indian Taste)	Garbage piling up behind the building creating rat problems for neighboring businesses	Letter, pictures, and ordinances hand delivered to owner and mailed. No garbage piling up. Sent letter to get garbage can.	6/13/2023	N/A	N/A	N/A	
17/74	6/27/2023	744 Hamlin Drive	Garbage, old cars, and dead animals on property	Determined to be outside of city limits. We sent a letter regarding the garbage with hopes that it might work to get it cleaned up. Will be citing into court.	6/29/2023	7/21/2023			
17/75	6/28/2023	5th & Main street	Van setting up a household	Homeless situation- called sheriff's office and requested that they make contact and talk to them. He talked to them 6/28/23.	6/28/2023	N/A	N/A	N/A	7/??/2023
17/76	7/3/2023	Huffman & Wright	Tall grass on property affecting the ability of neighboring properties to acquire insurance	Meeting with Deputy Schwen about the van. 72 hr notice posted	7/5/2023	N/A	N/A	N/A	7/15/2023
17/77	7/3/2023	5th & Main street	Van with mess around it	Sent letter regarding weed ordinance Homeless situation- Will contact Sheriff's office again regarding citizen concerns	7/5/2023	N/A	N/A	N/A	7/21/2023

Comp #	Date	Location	Nature of Complaint	Action	1st letter DATE	letter 2 CERT	Council Mtg	Hearing Date	Completion Date
17/78	7/19/2023	287 James Street	Keeping goats, chickens, and rooster	Sent letter regarding municipal code 8.04.020 and permit required for keeping of animals. Also let them know that roosters are not allowed within city limits. Rooster gone but they have to come in for a permit for animals.	7/5/2023				
17/79	7/19/2023	123 Pruden Hill	MESS! And fire Hazzard	Had meeting with Deputy Schwen about citing the owner. Deputy will visit residence	Cited				
17/80	7/21/2023	670 Main Street	Debris, weeds, junk cars	Dawn spoke to Ray 7/25/2023 about his mothers property as Lillian is 99 and not able to do the work.					
17/81	7/21/2023	613 Main St	trashpiled in yard, cars and motorhome	Abatement letter written to property owner. Letter was returned from USPS; hand delivered by public works employee 7/28/2023	7/21/2023				
17/82	7/21/2023	520 Main St	weeds & noxious growth next to road- Fire hazzard	letter written to home owner requesting abatement by Aug 4th	7/21/2023				
17/83	7/21/2023	Reed Street	untagged car on property	spoke to property owner and the car was tagged with a 72hr notice for towing. Car moved & property maintained 7-26-23	7/20/2023	N/A	N/A	N/A	7/26/2023
17/84	7/21/2023	250 Main St	trees are overgrown, not maintained in ornamental fashion	Public Works crew was made aware and will work on this when time permits	7/25/2023	N/A	N/A	N/A	8/10/2023
17/85	7/21/2023	250 Main St	bird poop on the plaza	Public Works crew was made aware and will work on this when time permits	7/25/2023	N/A	N/A	N/A	8/??/2023
17/86	7/21/2023	Canyonville School	tall grass/ fire hazzard	A letter was written to the school district informing them of this complaint and complaint 17/87	7/21/2023	N/A	N/A	N/A	7/31/2023
17/87	7/21/2023	Canyonville School	Weeds in rocks on the street side	A letter was written to the school district informing them of this complaint and complaint 17/86	7/21/2023				
17/88	7/21/2023	Fry's Auto Body	Broken down car and various objects around the property	Janelle will address the issue with their conditional use permit	7/28/2023				
17/90	7/21/2023	Bead Mecca 423 Main St	Trash and inventory stacked in building- fire hazzard	Made a phone call to Ms. Landell 7/27/2023 regarding complaint she is going to take care of it					
17/91	7/21/2023	"brown building" (430 S Main)	Parking trailer in spots in front of building	Upon inspection there was no parking violations to report to the sheriffs office. Complaint Unfounded	N/A	N/A	N/A	N/A	N/A
17/92	7/21/2023	"brown building" (430 S Main)	debris and garbage all over the property	Letter sent to both occupants and building owner	7/25/2023	8/4/2023			
17/93	7/21/2023	495 W 1st St (Emmert Forest Glen)	Weeds, overgrown bushes & trees, broken signage	letter written to owner requesting abatement by Aug 4th	7/21/2023				
17/94	7/21/2023	corner of Byron & Canyonville Riddle Rd	tall grass next to road (maybe right of way)	letter written to home owner requesting abatement by Aug 4th	7/21/2023				
17/95	7/21/2023	609 Canyonville-Riddle Road	tall grass next to road (maybe right of way)	letter written to home owner requesting abatement by Aug 4th. Owner was out of state but will take care of grass.	7/21/2023				
17/96	7/21/2023	651 Canyonville-Riddle Road	tall grass next to road (maybe right of way)	letter written to home owner requesting abatement by Aug 4th	7/21/2023				

City of Canyonville

City of Canyonville
250 N. Main Street
P.O. Box 765
Canyonville, OR 97417

Phone 541 839 4258
Fax 541 839 4680

Memo

To: Mayor and City Council
From: Dawn Bennett, City Administrator
Date: August 21, 2023
Re: Amending Homeless Camping Ordinance No. 661

BACKGROUND:

We are once again amending the Homeless Camping Ordinance. We have found that one of our homeless people is camping at the Bergin College campus on Main Street which is not within the area of downtown that is off limits to camping. She is next to the Bergin school and across the street from the Canyonville Junior High School. To protect our school children from any profanity, aggression, illegal activities, or obscene gestures we need to add this 500-foot distance from the schools in this ordinance. There was also a request to make camping along Canyon Creek off limits to camping.

I have added a line under Section 9.36.020 Prohibited Camping number A5 that states, "PLACE: Except as expressly authorized by the City of Canyonville Municipal Code, it shall be unlawful for any persons to establish or occupy a campsite at any time on the following Public Property:

A5. All public property located within 500 feet of a school.

A6. Within 50 feet of the nearest edge of Canyon Creek.

There are some additions to Section 9.36.030 Camping on private property that Mayor Morgan would like included in the Camping Ordinance. These additions are highlighted in yellow on page 3 of 6 of this Ordinance No. 661.

1. Adopt Ordinance No. 661 amending Chapter 9.36 with the following additions:
Section 9.36.020 **adding A5 All property located within 500 feet of a school**, and
Section 9.36.030 **add lines 6, 7, 8, and 9** to the Canyonville Municipal Code.
2. Adopt Ordinance No. 661 amending Chapter 9.36 with only the one addition:
Add **A5 All public property located within 500 feet of a school**.
3. Adopt Ordinance No. 661 amending Chapter 9.36 with the following additions:
A5 All public property located within 500 feet of a school and
A6 Within 50 feet of the nearest edge of Canyon Creek.
4. Decline adopting Ordinance No. 661 amending Chapter 9.36 Sections 9.36.020 and 9.36.030.

ORDINANCE NO. 661

AN ORDINANCE AMENDING CHAPTER 9.36 OF THE CANYONVILLE MUNICIPAL CODE

WHEREAS, the City of Canyonville finds that each community member of Canyonville is entitled to a basic level of dignity, respect, and wellness, regardless of whether they are housed or unhoused; and

WHEREAS, the City of Canyonville recognizes the social nature of the problem of homelessness that has contributed to individuals sheltering on publicly owned property in the City of Canyonville; and

WHEREAS, the City of Canyonville recognizes that people experiencing homelessness need a place to sleep, sit, lie, shelter themselves, keep warm and dry, and store their belongings; and

WHEREAS, the City of Canyonville is committed to ensuring the most humane treatment of persons experiencing homelessness in regards to the removal of persons experiencing homelessness from campsites on publicly owned property in City of Canyonville; and

WHEREAS, the City of Canyonville is committed to ensuring the safety and security of all people within the City, including people experiencing homelessness, property owners, and the general public, while protecting all people in the City from unsafe and dangerous conditions; and

WHEREAS, it is the official policy of the City of Canyonville that, in accordance with ORS 195.500 and ORS 195.510, its responses to homelessness and the removal of campsites shall be undertaken in accordance with these principles; and

WHEREAS, the Eighth Amendment to the United States Constitution prohibits cities from criminalizing the acts of sitting, lying, sleeping, and keeping warm and dry outdoors on public property that is open to the public by individuals who have no alternative adequate shelter; and

WHEREAS, ORS 195.530 requires that any regulations that regulate the acts of sitting, lying, sleeping, and keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner as applied to persons experiencing homelessness; and

WHEREAS, the City of Canyonville recognizes that there are persons experiencing homelessness within the City that do not have alternative adequate shelter but must still sit, lie, sleep, shelter, store their belongings, and keep warm and dry; and

WHEREAS, due to the City of Canyonville's small size, persons experiencing homelessness seeking a place to sit, lie, sleep, and keep warm and dry within the City have, to date, been transitory, resulting in few persons experiencing homelessness within the City at any given time; and

WHEREAS, the public rights-of-way within the City of Canyonville were designed and intended for travel, transportation, the provision of utility services, and other uses and were not designed or intended for use as campsites; and

WHEREAS, the City of Canyonville's park was designed for recreational uses and outdoor activities and was not designed or intended for use as a campsite; and

WHEREAS, due to the City of Canyonville's public rights-of-way and park not being designed or intended for use as campsites, persons experiencing homelessness camping in those locations often lack access to safe and sanitary hygiene facilities and trash facilities, resulting in unsanitary conditions that are harmful to persons experiencing homelessness and the general public; and

WHEREAS, due to the City of Canyonville's public rights-of-way not being designed or intended for use as campsites, the acts of sitting, lying, sleeping, and keeping warm and dry may be dangerous to persons experiencing homelessness and other users of the public rights-of-way due to the potential congestion of the public rights-of-way and due to the proximity to vehicles, bicycles, and pedestrians; and

WHEREAS, the City of Canyonville has a responsibility to ensure that the City's rights-of-way and park are safe, passable, accessible, and in sanitary condition and to otherwise act to avoid death and injury to all users of the public rights-of-way and park, including persons experiencing homelessness; and

WHEREAS, City Council and City staff have identified all City-owned public lands that are open to the public, including the City's park, recreational spaces, and public rights-of-way; and

WHEREAS, in accordance with the Eighth Amendment to the United States Constitution and ORS 195.530, the City of Canyonville intends to enact regulations that are reasonable as applied to persons experiencing homelessness in order to regulate the acts of sitting, lying, sleeping, and keeping warm and dry outdoors on City-owned public property that is open to the public in the City of Canyonville for individuals who have no alternate adequate shelter; and

WHEREAS, the City of Canyonville intends that the above-described regulations be as compatible as possible with the needs of all community members of Canyonville to be healthy, safe, and to have access to public places; and

WHEREAS, the City of Canyonville intends that the above-described regulations address issues such as fire risk, environmental degradation, unsafe vehicle or pedestrian travel, unsanitary conditions, trash, and health and public safety hazards to people sitting, lying, sleeping and keeping warm and dry, to neighboring businesses, and to community members in a manner that is objectively reasonable in regards to persons experiencing homelessness; and

WHEREAS, the City Council held a meeting on May 31, 2023, at which members of the public were invited to provide comment on the subject of homelessness in the City of Canyonville; and

WHEREAS, the City Council considered the proposed amendments at its June 20, 2023, meeting and July 17, 2023, meeting and August 21, 2023; and

WHEREAS, this Ordinance is the result of the City Council's consideration of the City's legal obligations, the needs of persons experiencing homelessness within the City of Canyonville, the needs of other community members within the City of Canyonville, the public comment received at the May 31, 2023 Council meeting, and the City's duty to protect the health, safety, and welfare of all its community members.

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

SECTION 1. The findings in the above recitals are adopted in support of this code amendment.

SECTION 2. Chapter 9.36 of the Canyonville Municipal Code shall be amended as shown in Exhibit A to this Ordinance, which is attached hereto and incorporated herein by this reference.

SECTION 3. Continued Effect. All unamended provisions of the City of Canyonville Municipal Code shall remain unchanged and in full force and effect.

SECTION 4. Severability. The sections, subsections, paragraphs, and clauses of this ordinance and the attached Code provisions are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs, and clauses.

SECTION 5. Codification. Provisions of this Ordinance shall be incorporated into the City of Canyonville Municipal Code, and the words "ordinance" or "section" may be changed to "code," "article," "chapter," "division," or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however that any recital clause and boilerplate provisions of this Ordinance need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 6. Effective Date. This Ordinance will go into full force and effect on the 30th day after City Council enactment.

Signed by the Mayor on this **21st** day of **August 2023**.

Christine Morgan, Mayor

ATTEST: _____
Dawn Bennett, City Administrator/Recorder

EXHIBIT A

Canyonville Municipal Code Chapter 9.36 is amended as follows:

Chapter 9.36 PROHIBITED CAMPING

9.36.010 DEFINITIONS.

As used in this Ordinance, the following terms and phrases shall have the meaning set forth herein:

"Camp" or "Camping" means to pitch, erect, create, set, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

"Campsite" means any place where one or more persons have established temporary sleeping accommodations by use of camp facilities and/or camp paraphernalia.

"Camp Facilities" include, but are not limited to, tents, bivouacs, huts, other temporary or portable shelters, and vehicles or recreation vehicles.

"Camp Paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or other sleeping matter, or non-city designated cooking facilities and similar equipment.

"Parking Lot" means a developed location that is designated for parking motor vehicles, whether developed with asphalt, concrete, gravel, or other materials.

"Public Property" means any real property or structure owned, leased, or managed by the City of Canyonville, including public rights-of-way and utility easements.

"Store" or "Storage" means to put aside or accumulate for use when needed, to put for safekeeping, to place, or leave in a location.

"Public Parks" means all recreational properties owned and controlled by the City of Canyonville, Oregon.

9.36.020 PROHIBITED CAMPING.

This section's regulations shall only apply to public property within the City of Canyonville and shall not apply to private property.

- A. PLACE: Except as expressly authorized by the City of Canyonville Municipal Code, it shall be unlawful for any persons to establish or occupy a campsite at any time on the following public property:

1. All areas in Pioneer Park.

EXHIBIT A

2. On any sidewalk, walkway, multi-use pathway, alleyway, or right-of-way owned by the City in a manner that reduces pedestrians' clear and continuous access to the sidewalk, walkway, multi-use pathway, alleyway, or right-of-way to a width of less than four (4) feet.
3. On public property in the following area: Beginning at the intersection of SE Main Street and E 1st Street, proceeding southeast to the SE Main Street bridge, proceeding northeast to SE Canyon Avenue, proceeding to the end of NW Harrison, E 1st Street from SE Canyon Avenue, and proceeding southwest to SE Main Street.
4. At City Hall, City Water Plant property, Wastewater Plant property, and Community Center property on Sabbath Way.
5. All public property located within 500 feet of a school.
6. Within 50 feet of the nearest edge of Canyon Creek.

B. TIME: It shall be unlawful for any person or persons to camp or maintain a campsite or camp facility and/or store personal property, including camp facilities and camp paraphernalia, on any public property from sunset to sunrise.

C. MANNER:

1. Those experiencing homelessness may use small tents or other temporary means of portable shelter that must be fully removed daily as required by 9.36.020(B) without damaging, impacting, or altering the property on which the tent or other temporary means of portable shelter was placed.
2. Those experiencing homelessness may sleep in vehicles parked on public property for no more than 72-hour periods and in compliance with Chapter 10.04, Chapter 10.32, and Chapter 10.36.

9.36.030 Camping on private property.

1. The private entity registers the subject location with the city;
2. Such accommodations are made free of charge;
3. The length of stay is limited to 72 hours;

EXHIBIT A

2. Such accommodations are made free of charge;
3. The length of stay is limited to 72 hours;
4. Generators shall not be used between the hours 10:00 PM and 7:00 AM;
5. The private entity that allows camping pursuant to this section may revoke camping permission at any time and for any reason.
6. The camping vehicle or RV unit are self-contained.
7. The area designated for overnight use is amenable to such use and does not create a traffic hazard.
8. The owner of the property where the overnight parking occurs has obtained the necessary permits or licenses, if any are required, from other governmental agencies.
9. Notwithstanding the foregoing, if any camping use undertaken pursuant to the provisions of this chapter are deemed by the appropriate city staff official to be unworkable, dangerous, or a nuisance covered under an existing city ordinance, the city may, in its discretion direct that the offending camping use be discontinued forthwith and may take whatever action it deems necessary and appropriate to enforce the said directive.

9.36.040 Camping on religious institutions property.

- A. Pursuant to ORS 203.082 any political subdivision in this state may allow churches, synagogues, and similar religious institutions to offer overnight camping space on institution property to homeless persons living in vehicles.
- B. In addition to the conditions and limitations imposed in Section 9.36.020 of this chapter, a religious institution located within the political subdivision and offering camping space describe under subsection A of this section must:
 1. Limit camping space at the institution site to three or fewer vehicles at the same time; and
 2. Provide campers with access to sanitary facilities, including, but not limited to, toilet, hand washing and trash disposal facilities.

EXHIBIT A

- A. The City may cause the removal of campsites or camp facilities, regardless of location, if the campsites or camp facilities pose a safety or health risk to the public or environment. These circumstances include, but are not limited to, the following:
1. Violation of the Canyonville Municipal Code.
 2. To ensure the safety of people camping and other users of the roadway, including pedestrians.
 3. To abate debris and personal property left in the right-of-way or on public properties.
 4. To prevent adverse environmental impacts caused by campsites or camp facilities.
 5. To prevent the construction or erection of unpermitted structures in the right-of-way.
 6. To prevent a campsite from blocking vehicle or bicycle travel lanes or reducing the clear, continuous sidewalk width to less than four (4) feet.
- B. The City shall cause the removal of campsites according to the following policy and applicable state law:
1. At least 72 hours before removing persons experiencing homelessness from a campsite, the City shall cause notice, written in English and Spanish, to be posted at all entrances to the campsite to the extent that the entrances can be reasonably identified. The written notice shall contain the following information:
 - i. Where unclaimed personal property will be stored;
 - ii. A phone number that can be called to find out where the personal property will be stored; or
 - iii. If a permanent storage location has not yet been determined, the address and phone number of an agency that will have the information when it becomes available.

EXHIBIT A

2. When the 72-hour notice is posted, the City shall inform any local agency that delivers social services to persons experiencing homelessness as to where the notice has been posted.
 3. The 72-hour notice requirement shall not apply:
 - i. When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring at the campsite.
 - ii. In the event of an exceptional emergency at a campsite, including, but not limited to, possible site contamination by hazardous materials, a public health emergency, or other immediate danger to human life or safety.
- C. All personal property recovered from the campsite that remains unclaimed after the campsite is removed shall be given to the City.
1. The personal property shall be stored for a minimum of 30 days, during which it shall be reasonably available to any individual claiming ownership. Personal property that remains unclaimed after 30 days may be disposed of or donated to a corporation described in section 501(c)(3) of the Internal Revenue Code.
 2. The personal property shall be stored in an orderly fashion, keeping items that belong to the same individual together to the extent that ownership can reasonably be determined.
 3. Personal property that has no apparent value or utility or that is in an unsanitary condition will not be stored and will be immediately discarded.
 4. Weapons, controlled substances other than prescription medication, and items that appear to be either stolen or evidence of a crime shall be given to the Douglas County Sheriff's Department.

9.36.060 Penalty for Violations.

Any person violating this chapter shall be subject to a penalty not to exceed \$100.00. Each day's violation of this chapter shall constitute a separate offense. Additionally, violations of this chapter may result in removal under section 9.36.040 of this chapter.

EXHIBIT A

9.36.070 Severability.

If any court of competent jurisdiction declares any section of this chapter invalid, such decision shall be deemed to apply to that section only and shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

City of Canyonville

City of Canyonville
250 N. Main Street
P.O. Box 765
Canyonville, OR 97417

Phone 541 839 4258
Fax 541 839 4680

Memo

To: Mayor and City Council
From: Dawn Bennett, City Administrator/Recorder
Date: August 16, 2023
Re: South County Community Center Lease

BACKGROUND:

We have 2 different organizations that have been leasing the South County Community Center building. The first is Umpqua Athletics directed by Shelley Martinez and Paige Powers. The second is Family Development Center/Douglas County Relief Nursery run by Executive Director Marsha La Verne. Umpqua Athletics is primarily using the gymnasium, while Family Development is using the kitchen and classrooms.

With office staff changing positions in 2022 and both organizations not realizing they needed to send a letter requesting to extend the lease agreement, we do not have a lease agreement signed by all parties for FY2022-23. The current lease terms are \$1.00 a year plus \$1,000.00 for minor repairs.

Both organizations have very worthy goals, and they benefit the citizens of Canyonville as well as citizens in the outlying areas of the south county. It was the previous Council's desire to provide these services to the Citizens of Canyonville for a nominal cost. The organizations do pay for all the utilities, cleaning, maintenance, and upkeep of the inside of the building. In the past when the building was empty the city had to deal with vandalism.

It is the organization's hope that Council will lease the building with the same terms.

Options:

1. Approve a one-year lease agreement with Umpqua Athletics and the Family Development Center/Douglas County Relief Nursery for a rental fee of \$1.00 plus \$1,000.00 fee for minor repair.
2. Approve a one-year lease agreement with Umpqua Athletics and the Family Development Center/Douglas County Relief Nursery for a rental fee of \$_____ plus \$1,000.00 fee for minor repair.

August 8, 2023

Umpqua Athletics

PO Box 376

Riddle, Oregon 97469

775-815-9660

RE: property at 330 Sabbath Way

Dear City of Canyonville,


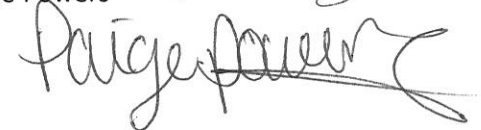
Umpqua Athletics would like to extend our lease of the property located at 330 Sabbath way.

We have been using the facilities since July 2021 and have served over 100 athletes and families from all over Douglas County. We have begun to build a program that includes Cheerleading and tumbling that far exceeds any one Cheer program in all of Douglas County.

While using the facility we have maintained the building and have complied with any and all requests from the City of Canyonville. We have also requested that at any time if the city would like to sell the property and building, we would be interested in purchasing it.

Sincerely,

Shelley Martinez


Paige Powers


LEASE AGREEMENT

BETWEEN: City of Canyonville, an Oregon Municipal Corporation, (“City”),

AND: Family Development Center and Umpqua Athletics, (“Tenant”),

DATED: July 22, 2023

AGREEMENT

1. **Description of Premises.** In consideration of the rents, covenants, agreements, and conditions contained herein on the part of Tenant to be paid, kept, and performed, City leases to Tenant, the South County Community Center located at 330 Sabbath Way in the City of Canyonville.
2. **Term.** This lease is for a term of one (1) year, commencing on August 1, 2023.
3. **Purpose.** Tenant shall use and occupy the leased premises for educational and recreational purposes.
4. **Restrictions on Use.** In connection with use of the premises, Tenant shall:
 - 4.1 Tenant may make any temporary alterations to the configuration of the building necessary to accommodate their use of the building at their expense.
 - 4.2 Tenant shall submit plans for any permanent remodeling, interior building modifications, ADA upgrades or other leasehold improvements for review and approval by the City prior to application for a building permit.
 - 4.3 Maintain its tax-exempt status and use the premises only for public service activities. Should Tenant fail to maintain its tax-exempt status, so that property taxes become due on the leasehold, City may charge Tenant additional rent to cover those taxes. Such rent shall be payable by Tenant on demand.
 - 4.4 Conform to all applicable laws and regulations of any public authority affecting the lease premises and their use and correct, at Tenant’s own expense, any failure of compliance created through Tenant’s fault or by reason of Tenant’s use.
 - 4.5 Refrain from any use which would be reasonably offensive to other tenants or owners or owners of neighboring premises or which would tend to create a nuisance or damage the reputation of the premises. No alcohol shall be used on the premises.
5. **Rental.** The rent amount for the first and any subsequent terms of this lease is to be paid by Tenant in the amount of one dollar (\$1.00) plus a deposit of \$1,000.00 per lease year to be utilized by the City for miscellaneous expenses not covered in this contract. The tenant agrees to accept the building and property in its current condition.

6. **Utilities.** Tenant shall pay for all utilities, including electricity, gas, water, sewer, garbage disposal, telephone, cable and/or satellite service and internet service, if any.
7. **Maintenance.** The tenants will be responsible for the maintenance and cleaning of the building interior. The City will maintain the building grounds.
8. **Repairs:**
 - 8.1 City's Obligations. The following shall be the responsibility of the City:
 - 8.1.1 Major repairs of the roof, exterior walls, structural members, foundation and heating and air conditioning systems.
 - 8.1.2 Repair of sidewalks, driveways, curbs and parking areas.
 - 8.1.3 Repair and maintenance of exterior water, sewer, gas and electrical services up to the point of entry into the building.
 - 8.1.4 The obligations contained in this paragraph 8.1 are subject to availability of funds in the City Community Center Fund.
 - 8.2.0 Tenant's Obligations. The following shall be the responsibility of the Tenant:
 - 8.2.1 Repair of interior walls, ceilings, doors and windows and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry into the building.
 - 8.2.2 Any repairs necessitated by the negligence of Tenant, its agents, employees and its invitees.
 - 8.2.3 Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 4 hereof.
9. **Liability.**
 - 9.1 **Indemnification.** Tenant shall indemnify City and defend the City from any claim, loss or liability arising out of or related to any negligent activity of Tenant on the premises.
 - 9.2 **Public Liability Insurance.** Tenant shall obtain and continuously maintain during the lease term and any extension thereof comprehensive public liability insurance in a form and with an insurer satisfactory to the City, naming both City and Tenant as insureds against all liability for damages to persons and property arising out of Tenant's activities on, or any condition of, the lease premises with limits of at least \$200,000 for injury to one person, \$500,000 for injuries arising out of any one occurrence, and \$200,000 for property damage, provided, a single limit policy for \$500,000 shall be deemed to comply with the foregoing. The policy shall contain a clause that the insurer will not cancel or change the insurance without giving City ten (10) days prior notice. Tenant shall deliver to City a certificate of insurance within ten (10) days of the execution of this agreement and thereafter within ten (10) days prior to each policy renewal.

10. **Fire and Other Insurance.** The City shall keep the premises insured at the City's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. The policy shall contain a clause that the insurer will not cancel or change the insurance without giving City ten (10) days prior notice. Tenant shall deliver to City a certificate of insurance within ten (10) days of the execution of this agreement and thereafter within ten (10) days prior to each policy renewal.
11. **Assignment and Sublease.** No part of the lease premises may be assigned, mortgaged or sublet by Tenant, nor may a right of use of any portion of the lease premises be conferred on any person voluntarily or involuntarily by any other means, without the prior written consent of City. An assignment, sublease, transfer or other matter or transaction in violation of this paragraph shall be void and shall constitute a default by Tenant and a breach of this lease. Consent by City to one assignment or sublease shall not destroy or waive this provision; all later assignments or subleases shall likewise require City's prior written consent. Any subtenant or assignee shall become liable directly to the City for all obligations of Tenant hereunder, without relieving Tenant's liability, therefore.
12. **Events of Default.** The failure of the Tenant to comply with any term or fulfil any obligation of this lease within thirty (30) days after written notice by City specifying the nature of the default with reasonable particularity, shall constitute a default of this lease. Additionally, if Tenant with reasonable cooperation by the City, is unable to raise the amounts necessary to complete needed repairs and maintenance within a reasonable time, and City determines such delay will cause or is likely to cause unacceptable deterioration and/or diminution in value of the premises, City reserves the right to declare a default of this lease.
13. **Remedies Upon Default.** Upon the occurrence of any event of default, City may exercise any one or more of the following remedies:
 - 13.1 The City may elect to terminate this lease by Sixty (60) days' notice in writing to Tenant.
 - 13.2 Upon City's termination, Tenant shall vacate the lease premises immediately, remove any property of Tenant and perform any clean-up, alterations or other work required to the lease premises in the condition required at the end of the lease term.
 - 13.3 The City may recover as damages the reasonable costs of re-entry, including, without limitation, the cost of any clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expenses occasioned by Tenant's failure to quit the lease premises upon termination and to leave the lease premises in the required condition, attorney fees and court costs.
 - 13.4 The above remedies are exclusive.
14. **Termination.** If the Tenant should fail to renew this lease pursuant to Section 25.2, this lease shall terminate no later than one (1) year following notice by either City or Tenant. If the city is unable to fund its obligation of Section 8.1, tenant may elect to terminate this lease by Sixty (60) days notice in writing to the City.

15. **Waiver.** Failure of either of the parties to insist upon the strict performance of the terms, covenants, agreements and conditions in this lease contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of any right to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Severability.** The provisions of this lease are severable. If any term or its application to any person or circumstances shall be invalid or unenforceable, the application of such terms to persons or circumstances other than those to which it is held invalid or unenforceable and the remainder of this lease shall not be affected thereby.
17. **Entire Agreement.** This lease constitutes the entire agreement between the parties and may be amended or modified only by an agreement in writing between the parties.
18. **Attorney's Fees.** In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this lease, the prevailing party in such proceeding shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.
19. **Notice.** Any notice permitted or required under this lease may be delivered and served personally, or alternatively, may be deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the parties shown on the first page of this lease. Such notice shall be deemed delivered upon the second (2nd) day following the date postmarked.
20. **Surrender at Expiration.**
 - 20.1 Condition of Premises. Upon expiration of the lease term or earlier termination by either party as provided in this lease document, Tenant shall deliver all keys to City and surrender the lease premises in first-class condition and broom clean. Alterations constructed by Tenant, with permission from City shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Tenant shall not be required to compensate City for depreciation and normal wear resulting from ordinary use for the purpose for which Tenant is responsible.
 - 20.2 Option to Renew. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for nine (9) successive terms of one (1) year each, up to a maximum of nine (9) renewals. Each of the renewal terms shall commence on the day following expiration of the preceding term. The terms and conditions of the lease for each renewal term shall be identical with the original terms, unless the parties shall have amended or modified the terms as set forth in Section 20 hereof. The option may be exercised by written notice to the City given not less than sixty (60) days prior to the last day of the expiring term.
21. **Tenant's Access to Premises.** Upon execution of this lease agreement, Tenant shall be permitted prompt and reasonable access to the premises.

22. **Ownership of Improvements.** Tenant's restorations, improvements and alterations shall become a part of the real property and shall belong to City upon expiration or termination of this lease.
23. **Applicable Law.** This agreement shall be administered and interpreted in accordance with the laws of the State of Oregon.

CITY OF CANYONVILLE

TENANT:

Christine Morgan, Mayor

By: _____
Family Development

By: _____
Umpqua Athletics

Memo

To: Mayor and City Council

From: Dawn Bennett, City Administrator/Recorder

Date: August 15, 2023

Re: Ordinance No. 662 -Avista Utilities Extension of Natural Gas Franchise Agreement

The natural gas franchise agreement with Avista Utilities will be expiring on October 1, 2023. In 2013 the city and Avista agreed to an increase in the franchise fee from 3% to 5% which brought them up to what other franchisees were paying.

The franchise grants the utility the right, power, privilege, and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the franchise area to locate, construct, operate and maintain it facilities for the purpose of controlling, transmitting and distributing gas to customers in the franchise area.

Avista Utilities is asking the Council to approve an extension of their natural gas franchise agreement for a second ten-year term expiring on October 1, 2033.

Steve Vincent from Avista will be present to answer any questions that the Council may have.

It is the staff's recommendation that the Council approve Ordinance No. 662 approving a second ten-year extension of the Avista natural gas franchise agreement.

Option:

1. Approve Ordinance No. 662 approving a second ten-year extension of the natural gas franchise agreement with Avista Utilities.
2. Decline approving Ordinance No. 662 approving a second ten-year extension of the natural gas franchise agreement with Avista Utilities.

ORDINANCE NO. 662
AN ORDINANCE APPROVING THE EXTENSION OF NATURAL GAS FRANCHISE
AGREEMENT WITH AVISTA UTILITIES

WHEREAS, the existing natural gas franchise agreement ordinance between the City of Canyonville and Avista Utilities was executed via Ordinance No. 623 on October 7, 2013; and

WHEREAS, the existing franchise agreement expires on Oct 1, 2023; and

WHEREAS, Section 2.3 – Terms of the franchise agreement provides for a ten year extension of the agreement with approval of both parties; and

WHEREAS, the staff is satisfied with the existing franchise agreement; and

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

SECTION 1. That the existing natural gas franchise agreement with Avista Utilities approved by Council with the passage of Ordinance No. 623 is hereby extended consistent with the terms described in Section 2.3 of the ordinance.

SECTION 2. That the extension becomes effective October 1, 2023, extending the agreement for a second ten-year term expiring October 1, 2033.

SECTION 3. All other terms, conditions, and agreements contained within the agreement remain unaffected by this extension.

Signed by the Mayor on this **21st** day of **August 2023**.

Christine Morgan, Mayor

ATTEST: _____
Dawn Bennett, City Administrator/Recorder

CITY OF CANYONVILLE, OREGON
ORDINANCE NO. 623

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, which is authorized to do business within the state of Oregon has filed with the City of Canyonville, State of Oregon (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF CANYONVILLE DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Canyonville, a municipal corporation of the State of Oregon, and its respective successors and assigns.

Commission: means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

Days: means business days.

Effective Date: means 30 days after adoption of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

Facilities: means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, regulators, valves, meters, meter-reading devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all rights-of-way for: public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways of the City, as laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

State: means the State of Oregon.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service to customers within the Franchise Area.

2.2 Effective Date

This Ordinance will be effective 30 days after the date of approval.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of 10 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 10-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

Both parties may agree to the option of one successive 10 year renewal of this Franchise. No fewer than 30 days prior to expiration of this Franchise, either Party shall notify the other Party in writing a request to continue to operate under this existing Franchise. If both Parties are in agreement, the renewal date shall commence the day immediately following the expiration date of the current term, and all terms and conditions of the Franchise shall remain the same.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Payment of Franchise Fees

2.7.1 In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City five percent (5%) of Avista's gross revenues derived from service to customers located within City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. Except as otherwise provided in OAR 860-022-0040, "gross revenue(s)" means revenues received from utility operations within City, less related net uncollectables. Gross revenues of an energy utility

shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer, or revenue from joint pole use.

2.7.2 Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise.

2.7.3 Inspection of Books and Records.

On ten (10) days' advance written notice to Avista, City may review such Avista books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Avista's compliance with this Franchise. Avista will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Avista will keep all its books, records, documentation, and/or information at its Spokane, Washington headquarters.

2.7.4 Equality of Franchise Fees and Costs.

In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with Avista. In the event that City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with Avista, the City will charge Avista the fee imposed upon Avista prior to the increase until all franchisee(s) doing the same business as or competing with Avista are charged the same.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty

days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management –Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit the growth of vegetation which encroaches upon its Gas transmission and distribution corridors within the Franchise Area.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation to its original condition. In case any obstruction caused by Avista shall remain longer than seven (7) Days after notice to remove it, or in case of neglect by Avista to safeguard any dangerous places, City may remove such obstruction or safeguard such dangerous places at the expense of Avista.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than ten (10) business days' notice of said work, and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of operating and maintaining Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated by the City for such purpose. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than 120 calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the City. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. The relocation of Avista's facilities shall be at the sole expense of Avista unless the improvement was for the primary benefit of a third party in accordance with Section 5.2 below.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall make a reasonable effort to accommodate said relocation on alternative Right(s) of Way. If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds

do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not af-

fect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control. In the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise.


Avista shall, within 30 days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.9 Franchise Effective Date


The Effective Date of this Franchise shall be 30 days after adoption provided that it has been duly accepted by Avista as specified above.

Passed by the Canyonville City Council this 19th day of August 2013.

Signed by the Mayor this 20th day of August 2013.


Robert A. Deaton, Mayor

ATTEST:


Janelle Evans, City Administrator/Recorder

Letter of Acceptance by Avista

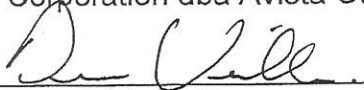
HONORABLE MAYOR AND CITY COUNCIL
CITY OF CANYONVILLE, COUNTY OF DOUGLAS COUNTY, OREGON

IN RE: City of CANYONVILLE Ordinance No. 623

“Granting a Franchise to Avista Corporation for the Construction, Operation and Maintenance of Natural Gas Facilities Within the City.”

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of CANYONVILLE. This acceptance is executed on OCTOBER 7, 2013.

Avista Corporation dba Avista Utilities

By: 
Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Canyonville

On: _____

By: _____

City Representative - Name



Memo

To: Mayor and City Council
From: Dawn Bennett, City Administrator/Recorder
Date: August 21, 2023
Re: Beekeeping Ordinance No. 660

At the last Council meeting Council advised staff to create an amended ordinance for allowing beekeeping inside the city limits with restrictions. Ordinance No. 660 is a collaboration between several of the small and large cities beekeeping ordinances and the League of Oregon Cities model residential beekeeping ordinance.

Ordinance No. 660 is amending Chapter 8.04 by adding Section 8.04.035 for beekeeping, which covers all the requirements that must be met by the homeowner to be able to have hives in the residential zoning area of the city. You will find Section 8.04.035 highlighted on pages 4 & 5 in Ordinance No. 660.

Chapter 8.08 is also being rescinded in Ordinance No. 660.

Options:

1. Adopt Ordinance No. 660 amending Chapter 8.04 with the addition of Section 8.04.035 Keeping of Bees For Personal Use and rescind Chapter 8.08.
2. Decline adopting Ordinance No. 660 amending Chapter 8.04 and direct staff to amend Chapter 8.08 for the keeping of bees for personal use.

**CITY OF CANYONVILLE
ORDINANCE NO. 660**

**AN ORDINANCE REPEALING CHAPTER 8.08 AND AMENDING CHAPTER
8.04 OF THE CANYONVILLE MUNICIPAL CODE**

WHEREAS, the Mayor requested that the City of Canyonville ease the restrictions on the keeping of bees for domestic purposes; and

WHEREAS, on July 17, 2023, the City Council discussed allowing limited, responsible, keeping of bees within the city limits and directed staff to prepare an ordinance amendment allowing for the keeping of bees for personal use; and

WHEREAS, several cities have eased restrictions on the keeping of bees for domestic purpose; and

WHEREAS, bees pollinate various plants and trees and produce honey; and

WHEREAS, this Ordinance is the result of the City Council's consideration to repeal Chapter 8.08 and add a section into Chapter 8.04 for the proposed regulations to allowing the keeping of bees in the City of Canyonville; and

**NOW, THEREFORE, THE CITY OF CANYONVILLE, OREGON, ORDAINS AS
FOLLOWS:**

SECTION 1. The findings in the above recitals are adopted in support of this code amendment.

SECTION 2. Chapter 8.04 of the Canyonville Municipal Code shall be amended as shown in Exhibit A to this Ordinance, which is attached hereto and incorporated herein by this reference.

SECTION 3. Chapter 8.08 of the Canyonville Municipal Code shall be repealed in full.

SECTION 4. Continued Effect. All unamended provisions of the City of Canyonville Municipal Code shall remain unchanged and in full force and effect.

SECTION 5. Severability. The sections, subsections, paragraphs, and clauses of this ordinance and the attached Code provisions are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs, and clauses.

SECTION 6. Codification. Provisions of this Ordinance shall be incorporated into the City of Canyonville Municipal Code, and the words "ordinance" or "section" may be changed to "code," "article," "chapter," "division," or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however that any recital clause and boilerplate provisions of this Ordinance need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 7. Effective Date. This Ordinance will go into full force and effect on the 30th day after City Council enactment.

Signed by the Mayor on this **21st** day of **August 2023**.

Christine Morgan, Mayor

ATTEST:

Dawn Bennett, City Administrator/Recorder

Exhibit A

Chapter 8.04 NUISANCES

Sections:

8.04.010 Definitions.

As used in this chapter, except where the context indicates otherwise, the following shall mean:

"Agent in charge of property" means any lessee, contract purchaser, or person, other than the owner, having the possession or control of property.

"City" means the city of Canyonville.

"Council" means the governing body of the city.

"Nuisance" means any act prohibited by this chapter or the omission or failure to perform any act required to be performed by this chapter.

"Person" means every natural person, firm, partnership, association or corporation.

As used in this chapter, the singular includes the plural and the masculine includes the feminine.

(Ord. 230 § 1, 1959)

8.04.020 Keeping of certain animals and poultry.

- A. Excepting for the purposes of commercial transportation, no person shall keep or have in his possession within the city any animals, poultry or reptiles without first securing a permit therefore to be issued by the city. Exempted from this provision are the keeping of domesticated dogs and/or cats, lizards, turtles, caged birds, and other small animals, to the extent they are of a type normally kept purely as pets and do not exceed three in number. (See Section 8.04.030.)
- B. No permit shall be issued until and unless the city shall:
 1. Receive a written application therefor signed by the applicant upon forms to be provided by the city and in detail supplying the information required by the forms or to be required by the city.
 2. Inspect the premises where the livestock or poultry are to be kept and determine that the same are kept in a sanitary condition.
 3. Determine that the premises on which the animals or poultry are to be kept and that the facilities for housing the same are not located within twenty-five feet of any dwelling, church, school, or other building designated, designed and used for human occupancy, excepting that of the owner.

4. Determine that the enclosures provided are adequate to prevent such animals or poultry from running at large.
 5. Roosters are considered a nuisance and strictly prohibited within the city limits even with an approved animal permit.
- C. A qualified applicant for a permit shall be granted a permit by the city conditioned upon the right of any city official to inspect the premises in the event of emergency, upon the applicant's continued compliance with the standards set forth in this section, and upon payment of the fee of ten dollars.
- D. A permit may be revoked:
1. Upon failure of the permittee to maintain proper standards of housing and sanitation or upon failure of the permittee to keep the premises reasonably free of accumulations of manure and debris.
 2. Upon failure of the permittee to carry out any reasonable orders which may be issued by the city and which in its judgment may be required for proper sanitation and nuisance prevention.
 3. Upon failure to permit inspection of the premises by any city official in the event of emergency.
- E. Upon revocation of a permit the permittee shall be allowed seven days in which to dispose of such animals or poultry.
- F. Upon revocation of a permit, the permittee shall have the right to appeal to the council provided that such appeal is filed within five days from the revocation by the filing of a petition with the city recorder. Pending the hearing of the appeal by the council, the revocation shall be held in abeyance.

(Ord. 568 § 1 (part), 2004; Ord. 453 § 1, 1990; Ord. 404 §§ (1—4), 1986; Ord. 230 § 2, 1959)

(Ord. No. 612, § 1, 1-17-2012; Ord. No. 642, 2-16-2016)

8.04.035 Keeping of Bees For Personal Use

- A. Registration with the city is required to keep beehives within the city limits and the City Administrator shall provide a beekeeping registration process.
1. The city may grant a permit pursuant to this section only after the applicant has met all requirements provided in this ordinance.
 2. The city may deny or revoke a permit upon finding that:
 - a. The applicant or permittee fails to comply with the standards of care provided in this ordinance.

- b. The applicant has provided false or misleading material information or has omitted disclosure of a material fact on the application, related material, or permit.
 - c. The permitted activity would endanger property or the public health or safety.
 - d. The permitted activity is determined to be a nuisance pursuant to law.
- B. No more than three (3) non-Africanized bee colonies shall be kept or maintained on property within the city limits.
- 1. Exception: a beekeeper who picks up a swarm of bees may hold them for a period of not more than two (2) weeks.
- C. Colonies shall be maintained in hives with removable frames, which shall be kept in sound and usable condition.
- D. Adequate space shall be maintained in the hives to prevent overcrowding and swarming.
- E. Colonies shall be requeened with a young hybrid queen annually, or as often as necessary to prevent any swarming or aggressive behavior.
- F. A constant supply of fresh water shall be provided for the colonies on site within fifteen (15) of each hive.
- G. Hives shall not be located within twenty-five (25) feet of any property line.
- H. Each beekeeper shall ensure that the grounds around the beehives are kept clear of bee comb, wax, or other materials that might entice predators into the property.
- I. Beekeepers are required to respond immediately to remediate nuisance conditions including but not limited to hive placement or bee movement that interferes with pedestrian traffic or persons residing on or adjacent to the apiary premises.

8.04.030 Exceptions.

Excepting as to the provisions of Section 8.04.050, this chapter does not apply to dogs, and the same does not apply to horses or mules, which are being ridden or driven under proper control upon public streets of the city.

(Ord. 568 § 1 (part), 2004: Ord. 453 § 2, 1990: Ord. 230 § 3, 1959)

8.04.031 Cats.

This chapter shall not apply to domestic cats, which by their nature are wanderers and cannot reasonably be contained. Unrestrained cats, however, may constitute a "nuisance" in the event their numbers, activities, or the conditions under which they are kept shall otherwise be deemed objectionable by the city.

(Ord. 568 § 1 (part), 2004)

8.04.040 Communicable disease.

- A. Any animal or bird afflicted with a communicable disease, which is dangerous to the public health may be summarily seized by the city and, after certification by a licensed veterinarian that such animal is incurable and dangerous, the city may dispose of such animal in a humane manner; provided, however, that any animal afflicted with such disease but determined to be curable by a licensed veterinarian shall, upon request of the owner or person controlling such animal, be kept by the veterinarian at the owner's expense until such time as the animal is found to be free of such disease.
- B. Any expense incurred by the city in keeping such animals, including but not limited to veterinarian's fees, food, medicines and housing, shall be charged to the owner or persons controlling such animal and shall be collected by the city prior to the release of such animal. All monies so collected shall be deposited with the city recorder.

(Ord. 568 § 1 (part), 2004: Ord. 453 § 3, 1990: Ord. 230 § 4, 1959)

8.04.050 Animals running at large.

No person shall permit any animal or bird owned or controlled by him to run at large within the city except as provided in Section 8.04.031.

(Ord. 568 § 1 (part), 2004: Ord. 453 § 4, 1990: Ord. 269 § 1, 1968: Ord. 230 § 5, 1959)

8.04.060 Removal of animal carcasses.

No person shall permit any animal carcass owned by him or under his control to remain upon the public streets or places for a period of time longer than is reasonably necessary to remove such carcass.

(Ord. 453 § 5, 1990: Ord. 230 § 6, 1959)

8.04.070 Nuisances affecting public health.

The following are declared to be nuisances affecting the public health and may be abated in the manner prescribed by Sections 8.04.120 and 8.04.130:

- A. Privies. Any open vault or privy maintained within the city, except those privies used in connection with construction projects and constructed in accordance with the directions of the building inspector of the city.
- B. Debris on Private Property. All accumulations of debris, rubbish, garbage, manure and other refuse located on private property and which has not been removed within a reasonable time and which affects the health, safety or welfare of the city.

- C. Stagnant Water. Any pool of water which is without a proper inlet or outlet and which, if not controlled, will be a breeding place for mosquitoes and other similar insects.
- D. Water Pollution. The pollution of any body of water or stream or river by sewage, industrial wastes or other substances placed in or near such water in a manner that will cause harmful material to pollute the water.
- E. Food. All decayed or unwholesome food which is offered for human consumption.

(Ord. 435 § 6, 1990: Ord. 230 § 7, 1959)

8.04.075 Garbage containers.

Any person in charge of property where domestic garbage accumulates shall place such garbage into appropriate containers and remove it from the premises at reasonable intervals. Garbage containers shall be sturdy, watertight and rodent proof and shall be kept tightly closed.

(Ord. 568 § 1 (part), 2004)

8.04.080 Abandoned ice boxes.

No person shall place, leave or discard any abandoned, unattended or discarded ice box, refrigerator or similar container which has an airtight snap lock in any place accessible to children without first removing such airtight snap lock or the door or doors from the ice box, refrigerator or similar container.

(Ord. 453 § 7, 1990: Ord. 230 § 8, 1959)

8.04.090 Weeds.

- A. No person, as owner, occupant or agent in charge of, shall permit on any real property, improved or unimproved, or upon any sidewalk abutting such property, any weeds, grass or other noxious growth over a height of twelve inches; provided, however, that nothing in this section shall be construed to prohibit bushes, trees, grass and other shrubbery grown or maintained for ornamental purposes nor shall it prohibit the growth or maintenance of any vegetation designed for food or fuel purposes.
- B. Weeds, grass and other noxious growth as set forth in this section are declared to be a nuisance and may be abated as provided in Sections 8.04.120 and 8.04.130.

(Ord. 453 § 8, 1990: Ord. 230 § 9, 1959)

(Ord. No. 607, § 1, eff. 9-14-2011)

8.04.100 Unnecessary noise.

- A. No person shall make, assist in making or permit any loud, disturbing or unnecessary noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others.
- B. The following acts are declared to be loud, disturbing and unnecessary noises in violation of this section, but the enumeration shall not be considered exclusive:
1. The keeping of any bird or animal which by causing frequent or long-continued noise shall disturb the comfort and repose of any person in the vicinity;
 2. The attaching of any bell to any animal or allowing a bell to remain on any animal which is disturbing to any person in the immediate vicinity;
 3. The use of any vehicle or engine, either stationary or moving, so operated as to create any loud or unnecessary grating, grinding, rattling or other noise. The use of a compression braking system (jake brakes) shall be prohibited within the Canyonville city limits;
 4. The sounding of any horn or signaling device on any vehicle on any street, public or private place, except as a necessary warning of danger;
 5. The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of danger, or upon request of proper city authorities;
 6. The use of any mechanical device operated by compressed air, steam or otherwise, unless the noise thereby created is effectively muffled;
 7. The erection, including excavation, demolition, alteration or repair of any building in residential districts, other than between the hours of seven a.m. and ten p.m. daily except on Sundays and holidays the hours shall be ten a.m. to eight p.m. except in case of urgent necessity in the interest of the public welfare and safety, and then only with a permit granted by the building inspector for a period not to exceed two days. Such permit may be renewed for periods of two days while such emergency continues to exist. Provided further, that if the building inspector shall determine that the public health, safety and welfare will not be impaired by the erection, demolition, alteration or repair of any building between the hours of ten p.m. and seven a.m. and if he shall further determine that loss or inconvenience would result to any person unless such work were permitted within those hours, he may grant permission for such work to be done within the hours of ten p.m. to seven a.m. upon application therefor being made at the time permit for the work is awarded or during the progress of the work;
 8. The use of any gong or siren upon any vehicle, other than police, fire or other emergency vehicle;
 9. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court of justice while the same are in use, or adjacent to any hospital or institution for the care of the sick or the infirm, which unreasonably interferes with the operation of such institution or which disturbs or unduly annoys patients;
 10. The discharge in the open air of the exhaust of any steam engine, internal combustion engine, motorboat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke;

11. The use of sound-producing or reproducing equipment to create sound that is plainly audible within a dwelling unit that is not the source of the sound, and the use of such equipment on public property or on a public right-of-way to create sound that is plainly audible fifty feet or more from the source of the sound;
12. The making of any noise by crying, calling or shouting or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument or other device for the purpose of advertising good, wares or merchandise or of attracting attention or of inviting patronage of any person to any business whatsoever or for the solicitation of alms; provided, that newsboys may sell newspapers and magazines by public outcry;
13. The conducting, operating or maintaining of any garage within one hundred feet of any private residence, apartment, rooming house, or hotel in such manner as to cause loud or offensive noises to be emitted therefrom between the hours of eight p.m. and seven a.m.;
14. The operation or use of any device not specifically mentioned in this chapter that may cause multiple complaints to the city and/or which the city determines are unwarranted disturbances.

(Ord. 568 § 1 (part), 2004; Ord. 453 § 9, 1990: Ord. 230 § 10, 1959)

8.04.110 Notices and advertisements.

No person shall affix any placard, bill, advertisement or poster upon any real or personal property, public or private, without first securing permission from the owner or person in control of the property. This section shall not be construed as an amendment to or a repeal of any regulation now or hereafter adopted by the city regulating the use of and the location of signs and advertising.

(Ord. 568 § 1 (part), 2004: Ord. 453 § 10, 1990: Ord. 230 § 11, 1959)

8.04.120 Abatement notice.

- A. Upon determination by the city that a nuisance as defined in this chapter exists, the city recorder shall send a notice to abate by certified mail, return receipt requested, postage prepaid, to the owner or agent in charge of the property at the last known address of such owner or agent.
- B. The notice to abate shall contain:
 1. A description of the real property, by street address and/or tax account number, or otherwise, such as tax lot number, on which such nuisance exists;
 2. A description of the nuisance;
 3. A direction to remove the nuisance within fifteen days from the date of the notice;
 4. A statement that unless such nuisance is removed, the city shall pursue all available legal remedies;

5. A statement of the owner or agent in charge of the property may contest the notice to abate by delivery to the city administrator/recorder written notice of a request for hearing within ten days from the date of the notice to abate.

C. An error in the name or address of the owner or agent shall not make the notice void.

(Ord. 568 § 1 (part), 2004; Ord. 547 § 1, 1998; Ord. 453 § 11, 1990; Ord. 404 § 5, 1986; Ord. 230 § 12, 1959)

8.04.130 Abatement by owner.

A. Within fifteen days after the posting after mailing of the notice to abate, the owner or agent in charge of the property shall remove and abate the nuisance unless a request for hearing has been delivered.

B. If a request for hearing is timely delivered, the city recorder shall set a time for hearing to determine whether a nuisance in fact exists. The city recorder shall give the owner or agent in charge of the property and the complaining parties, if any, at least five days' notice of the hearing date.

C. At the time set for hearing the owner or agent, and the complaining parties, if any, may appear and be heard by the council and the council shall thereupon determine whether a nuisance in fact exists and such determination shall be entered in the official minutes of the council.

D. Upon council determination that a nuisance does in fact exist, the owner or agent shall within ten days after such council determination, remove or abate such nuisance.

(Ord. 568 § 1 (part), 2004; Ord. 474 § 1, 1993; Ord. 453 § 12, 1990; Ord. 230 § 14, 1959)

8.04.140 Abatement by city.

A. If within the time fixed, as provided in this chapter, the nuisance has not been abated by the owner or agent in charge of the property, the city may pursue all remedies available under state or city law, including, without limitations, the citing of the offending party or owner into the municipal court where such fine or other resolution as the court shall see fit may be levied or imposed.

B. In addition to and not in lieu of other available remedies, the city may itself abate the nuisance and assess the total cost thereof, including administrative overhead, to the property as provided in this chapter.

(Ord. 568 § 1 (part), 2004; Ord. 453 § 13, 1990; Ord. 230 § 15, 1959)

8.04.150 Assessment of cost.

A. A notice of the assessment shall be forwarded by registered mail, postage prepaid, to the owner or agent in charge of the property by the city recorder. The notice shall contain:

1. The total cost, including the administrative overhead, of the abatement;

2. A statement that the cost as indicated will become a lien against the property unless paid within thirty days;

3. A statement that if the owner or agent in charge of the property objects to the cost of the abatement as indicated, he may file a notice of objection with the city recorder within ten days from the notice.
- B. Upon the expiration of ten days after the date of the notice, objections to the proposed assessment shall be heard and determined by the council in its regular course of business.
- C. An assessment for the cost of the abatement as determined by the council shall be made by resolution of the council and shall thereupon be entered in the docket of city liens, and upon such entry being made, it shall constitute a lien against the property from which the nuisance was removed or abated.
- D. The lien shall be collected in the same manner as liens for street improvements are collected, and shall bear interest at the rate of six percent per year. Such interest shall commence to run immediately upon the entry of the lien in the lien docket.
- E. An error in the name of the owner or agent in charge of the property shall not void the assessment nor will a failure to receive the notice of the assessment render the assessment void, but it shall remain a valid lien against the property.

(Ord. 453 § 14, 1990: Ord. 230 § 16, 1959)

8.04.160 Violation—Penalty.

Any person violating any of the provisions of this chapter shall, upon conviction thereof, pay a fine not to exceed three hundred dollars.

(Ord. 453 § 15, 1990: Ord. 230 § 17, 1959)

8.04.170 Separate violations.

- A. Each day's violation of a provision of this chapter shall constitute a separate offense.
- B. The abatement of a nuisance as provided in this chapter shall not constitute a penalty for the violation of this chapter, but shall be in addition to any penalty imposed for the violation of this chapter.
- C. The institution of any abatement proceedings under this chapter shall not be a bar to the filing or prosecution of any complaint in the municipal court of the city for a violation of any of the provisions of this chapter. Any such complaint may be filed and prosecuted before, during the pendency of, or after the conclusion of any such abatement proceedings.

(Ord. 453 § 16, 1990: Ord. 230 § 18, 1959)



Jim Sperlich
Ph: 541-464-4000
Fax: 541-537-5033
Jim@NexcomNetworks.com

July 16, 2023

***** Quote *****
City of Canyonville
(Water Plant Camera System)

Scope of Work:

Install video surveillance system at Water Plant

- *Vivotek 8 channel recorder with 8TB Hard Drive for storage*
- *(5) 5MP Dome Cameras with 103 degree viewing angle*
- *Install cabling to 5 camera locations on perimeter of building per walk through*
- *Install recorder and monitor in office on north end of counter*
- *Mount and Aim (5) 5MP dome cameras*
- *Configuration and setup of new recorder and cameras*

Total..... \$5,305.24

******Note: Above pricing includes recorder, monitor, cameras and installation costs.***

Offer by:

NEXCom Networks

Signature

Jim Sperlich, Project Manager/Estimator

Printed Name

Date

Accepted by:

City of Canyonville

Signature

Printed Name

Date

City of Canyonville

City of Canyonville
250 N. Main Street
P.O. Box 765
Canyonville, OR 97417

Phone 541 839 4258
Fax 541 839 4680

Memo

To: Mayor and City Council
From: Janelle Evans
Date: August 16, 2023
Re: O'Shea water line leak

BACKGROUND:

The City utilizes O'Shea Creek as a supplement to the City's water supply in the summer. The O'Shea transmission line was built in the 1940's. The line is approximately 2 miles long and was constructed across mostly farm and forest land. The City obtained an easement from J B Saylor to cross his undeveloped land. The easement was very generic and didn't exactly specify how wide it was. The verbiage states: *The use of so much land on either side of said pipe line as is necessary to the laying down, maintenance, operation, repairing, removing of said pipes and also the right to enter into and upon said lands for the purpose of laying and maintaining said pipes and mains and also at all time in the future for the purpose of repairing, inspecting, maintaining or remove said pipe.*

In 2015 the property was sold and a new manufactured home was placed on the property. Sometime after the manufactured home was placed on the property the owners built a massive rock wall. In 2016 when the line began leaking staff discovered that the water line was right on the edge of the rock wall and it was very difficult to repair. Now there is a new leak at the other end of the property where the wall curves out and the line is under the wall in this section.

According to the property owners they say the contractor called for a locate on the water line before the wall was built and they also talked with someone in Public Works. My guess would be that they talked with Tony Lakey, the Public Works Superintendent. However, I have no way to know for sure he never mentioned it to me.

In order to fix this leak and make the line easily accessible for future repairs the line will need to be rerouted 260 feet around the developed property. This is not a cheap fix but it is necessary since it will be placed within a graveled driveway. The engineer's estimate of the project is \$90,776.00 the good news is that we can cover it under the ARPA grant because it is a major transmission line and the City's only alternate source of water.

It is important to note that the City received \$436,333.00 under the American Rescue Plan Act and including this project we have spent \$293,378.75 on water projects.

OPTIONS:

1. Approve the project and the use of the ARPA money.
2. Approve the project and decline to use the ARPA money
3. Authorize the use of the money in the Water Capital Improvement fund for the project.

Janelle Evans

From: Aaron Speakman <aspeakman@dverpart.com>
Sent: Monday, July 24, 2023 5:44 PM
To: Dawn Beebe; Janelle Evans
Cc: T Molatore
Subject: FW: 180.00 - O'SHEA PRELIM
Attachments: 180.00 - OSHEA-PRELIMIN PLAN.pdf

Dawn and Janelle,

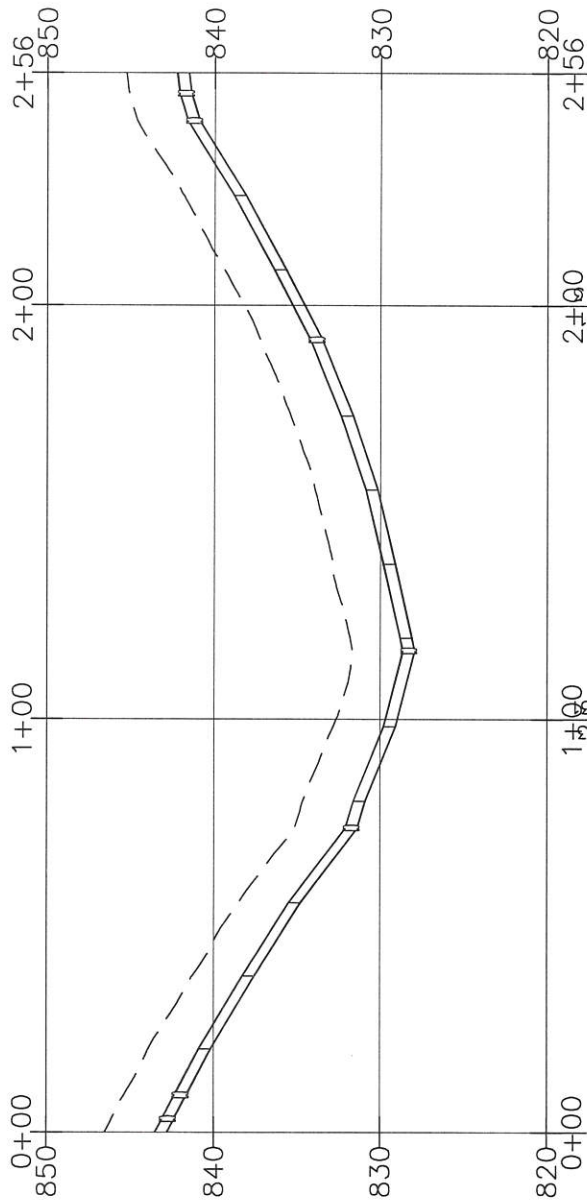
Attached is the preliminary O'Shea Raw Water line Reroute plan and the preliminary cost estimate is below.

City of Canyonville							6/21/2023
O'Shea Raw Water Line Re-Route							
Preliminary Cost Estimate							
No.	Item	Quantity	Unit	Unit Price (\$)	Total Price (\$)		
1	Construction Facilities & Temporary Controls	1	LS	6,612.50	\$ 6,613		
2	Demolition & Site Preparation, Tree Removal	1	LS	3,967.50	\$ 3,968		
3	Foundation Stabilization	10	CY	100.00	\$ 1,000		
4	8" Water Line - Class B Backfill	260	LF	165.00	\$ 42,900		
5	8" Restrained Joint Transition Coupling	2	EA	750.00	\$ 1,500		
6	8" 22.5 Degree Elbow	1	EA	800.00	\$ 800		
7	8" 45 Degree Elbow	1	EA	1,000.00	\$ 1,000		
8	Air Relief Valve (ARV If Required)	1	EA	3,200.00	\$ 3,200		
9	Landscaping (Gravel Surfacing)	1	LS	2,500.00	\$ 2,500		
				Total Construction Cost	\$ 63,480		
				Engineering (20%)	\$12,696.00		
				Contingency (20%)	\$12,696.00		
				Legal & Administration (3%)	\$1,904.40		
				Total Project Cost Estimate	\$90,776		

Note: Costs do not include additional ROW/Easement Costs

new line

old line



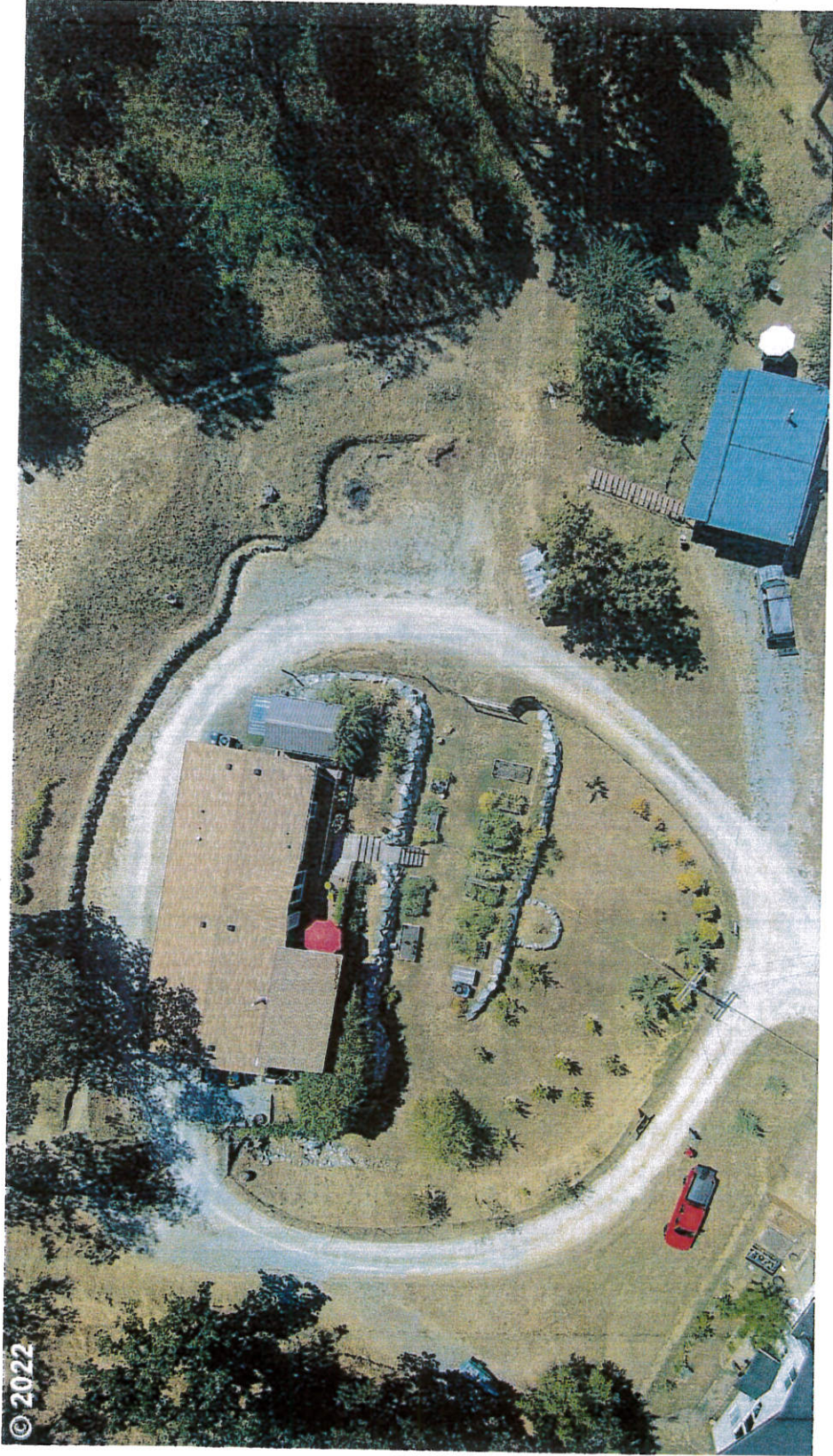
PRELIMINARY - NOT FOR CONSTRUCTION

DESIGNED: ATS	DRAWN: ATS	REVISIONS	THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC. 1500 N. WASHINGTON AVENUE CORVALLIS, OREGON 97330 PHONE: (541) 268-0732 www.dyerpart.com	PROJECT NO. 180.00	DRAWING NO. 1
APPROVED BY:	DATE:	REVISIONS	LINE IS 1 INCH SCALE AS SHOWN	DATE JULY 2023	SHEET NO. 1 OF 1
			O'SHEA WATERLINE CITY OF CANYONVILLE		
			PRELIMINARY 8" WL REPLACEMENT		



© 2023

© 2022



© 2023

Memo

To: Mayor and City Council

From: Dawn Bennett, City Administrator/Recorder

Date: August 15, 2023

Re: Intergovernmental Agreement between Douglas County and City of Canyonville

With the adoption of the new camping ordinance, I have had to figure out how we can get a motorhome or trailers towed after a 72-hour notice and where it can be towed to for storage. With the hazardous waste in these vehicles the tow companies do not want to tow them to their lots. It was suggested to me to enter into an agreement with Douglas County Public Works to have the vehicles towed to the land fill to be held for 30 days and after the 30 days the County will then dispose of them.

I have provided in this packet the Intergovernmental Agreement between Douglas County and the City of Canyonville. The cost to the City will be the tow bill cost which can range between \$220.00 and \$300.00 depending on what company and how much they charge and \$10.00 per day storage for the 30-day hold.

We did have a trailer park at the Water Plant for a few days, but I gave them a 72-hour notice to move or be towed and they did finally move. We really have not had much trouble with motorhomes or trailers. Although, we do need to have a place set up to hold these vehicles for 30 days and then dispose of them for us.

It is the staff's recommendation that the Council approve the Intergovernmental Agreement with Douglas County.

Option:

1. Approve the Intergovernmental Agreement between Douglas County and the City of Canyonville.
2. Decline approving the Intergovernmental Agreement between Douglas County and the City of Canyonville.

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement is entered into on this ____ day of _____, 2023, by and between the CITY OF CANYONVILLE, a municipal corporation (CITY) and DOUGLAS COUNTY, a political subdivision of the State of Oregon (COUNTY).

RECITALS

WHEREAS ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers or agents have the authority to perform;

WHEREAS CITY desires to contract with COUNTY to have COUNTY store on County owned property Recreational Vehicles (RVs) towed by CITY; and to have COUNTY dispose of such RVs upon request by CITY; and

WHEREAS COUNTY has the capacity and desire to provide such services to CITY on a contractual basis.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

AGREEMENT

1. SCOPE OF SERVICES. For RVs that were towed pursuant to the Canyonville Municipal Code at the direction of CITY (hereinafter "City Towed RVs"), COUNTY agrees to provide CITY with the following services:

1.1 Storage: COUNTY agrees that CITY may store City Towed RVs at the Douglas County Landfill, located at 384 McLain West Avenue, Roseburg, OR 97471 ("Storage Location"), in the location depicted on Exhibit A.

1.1.1 COUNTY reserves the right to decline to store any City Towed RV at its sole discretion.

1.1.2 COUNTY grants CITY permission to access the Storage Location for the duration of the storage process.

1.2 Disposal: COUNTY agrees to dispose of any City Towed RV upon the request and direction of CITY. CITY shall have full responsibility for determining the lawful disposition of such RVs, and CITY shall provide all necessary direction to COUNTY as to when COUNTY shall dispose of any City Towed RV. COUNTY shall have no involvement in or responsibility or liability for determining the lawful disposition of any RV.

1.3 This Agreement is limited to the following types of RVs: bumper pull travel trailers; fifth wheel trailers; and motor homes.

1.4 The parties shall work out the details of the above-services as necessary.

2. **COMPENSATION.**

2.1 **Storage:** CITY shall pay COUNTY \$10.00 per day per RV.

2.2 **Disposal:** CITY shall pay COUNTY the actual costs incurred by COUNTY for disposal of each RV. CITY acknowledges that the actual costs will vary for each RV.

2.3 Any request for a change in the compensation shall be set forth in writing and shall explain the reason for the requested change. If a change in the rate of compensation is agreed upon, such change shall be documented by a written amendment to this Agreement signed by both Parties; and the new rate of compensation shall be in effect the first day of the following month.

3. **TERM.** The initial term of this Agreement shall be one year, effective upon the date this Agreement has been signed by both parties.

4. **TERMINATION.**

4.1 Upon thirty (30) days' prior written notice delivered to the person designated in Section 12 of this Agreement, either party may, without cause, terminate this Agreement.

4.2 CITY shall remove any City Towed RVs from COUNTY property prior to the expiration or earlier termination of this Agreement.

5. **AMENDMENTS.** This Agreement may be modified or extended only by written amendment signed by both parties.

6. **INDEMNIFICATION.**

6.1 Subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution, CITY shall indemnify, defend, and hold harmless COUNTY and COUNTY's officers, employees, and agents from all claims, suits, actions and expenses of any nature resulting from, arising out of, or regarding:

6.1.1 The negligence, or wrongful errors or omissions of CITY, and CITY's officers, employees and agents, acting pursuant to the terms of this Agreement;

6.1.2 Any actual, alleged, or implied failure of CITY or COUNTY, or of the officers, employees, or agents of either CITY or COUNTY, to lawfully determine the disposition of a City Towed RV, except when COUNTY performs an act clearly contrary to the direction provided by CITY.

6.2 Except as provided in Subsection 6.1.2, and subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY shall indemnify, defend and hold harmless CITY and CITY's officers, employees, and agents from all claims, suits, actions and expenses of any nature resulting from, arising out of, or regarding the negligence or wrongful errors or omissions of COUNTY and COUNTY's officers, employees, and agents acting pursuant to the terms of this Agreement.

7. INSURANCE.

7.1 Worker's Compensation: Each party working under this Agreement is a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers.

7.2 Liability Insurance: For as long as this Agreement remains in effect, each party shall continuously keep in force either commercial general liability and commercial automobile liability insurance policies or a program of self-insurance sufficient to pay third-party claims that may be made in connection with the performance of this Agreement. If a party to this Agreement fulfills the latter requirement by maintaining commercial general liability and commercial automobile insurance policies rather than by maintaining a program of self-insurance, that party shall make the other party and its officers, employees, and agents additional insured by endorsement on said policies and shall provide certificates of insurance and copies of applicable endorsements to the other party.

8. ASSIGNMENT. Neither party shall assign this Agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.

9. COMPLIANCE WITH LAWS. CITY and COUNTY shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times in performing this Agreement.

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10. NOTICES. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed as noted below to the representative designated herein. Either party may change its address by notice given to the other in accordance with this section.

CITY OF CANYONVILLE
ATTN: City Administrator
PO Box 765, 250 N. Main Street
Canyonville, OR 97417

DOUGLAS COUNTY
ATTN: Solid Waste Director
1036 SE Douglas Ave.
Roseburg, OR 97470

11. DEFAULT.

11.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten days after the other party gives notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten day period and proceeds to cure the breach as soon as practicable.

11.2 Notwithstanding Subsection 11.1, any party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party intentionally or repeatedly, materially breaches the terms of this Agreement.

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

11.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation will be conducted in the Circuit Court of the State of Oregon for Douglas County.

12. CONTRACT ADMINISTRATION. Each party designates the following as its representative for purposes of administering this Agreement:

12.1 COUNTY: Nick Frisinger, Solid Waste Director

12.2 CITY: Dawn Bennett, City Administrator

13. INTEGRATION. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties concerning the subject matter of this Agreement.

14. **INTERPRETATION.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.

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

16. **NO THIRD-PARTY RIGHTS.** No third-party rights are created by this Agreement, and only the parties to it may enforce its terms and conditions.

17. **SEVERABILITY.** If any provision of this Agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this Agreement.

18. **COUNTY OFFICERS, AGENTS, AND EMPLOYEES.** County officers, employees, and agents are prohibited from receiving any pecuniary or material benefit from CITY in violation of ORS Chapter 244 or the County's policy on employee ethics set forth in the County Personnel Rule 20.2. CITY shall not confer any appreciable pecuniary or material benefit on any officer, employee, or agent of the County during the term of this Agreement.

CITY OF CANYONVILLE

By _____
City Manager
Date _____

ATTEST:

By _____
City Recorder
Date _____

**BOARD OF COUNTY
COMMISSIONERS
DOUGLAS COUNTY**

By _____
Chair
By _____
Commissioner
By _____
Commissioner
Date _____

REVIEWED AS TO CONTENT

By _____
County Department Head
Date _____
Coding _____

REVIEWED AS TO FORM

By _____
Office of County Counsel
Date _____