

TALENT CITY COUNCIL REGULAR MEETING AGENDA

- HELD AT TOWN HALL & VIA ZOOM -

206 E. Main Street

April 3rd, 2024 - 6:45 PM

To attend to the meeting via Zoom, please visit the City's website at www.cityoftalent.org for the link information.

All Council meetings are digitally recorded and will be available on the City website: www.cityoftalent.org. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, x6.

The City Council reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting.

1.	Call	to	Order /	Roll	Call
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2. Additions / Corrections to Agenda

3. Appointment of New Council Member

	3.1	Applicant Selection Process	
	3.2	Interview of Applicants	
	3.3	Selection of New Councilors	
4.	Swe	aring in of New Councilor	
	4.1	Oath of Office	
5.	Com	munity Announcements	
6.		akers Heard on Non-Agenda Items ed to 5 minutes or less per Mayoral discretion.	
7.	Depa	artments Report	
	7.1	Departments Reports	
8.	Com	mittee and Commission Member Appointments	
	8.1	Appointment of Member to Together for Talent Committee	
9.	The	sent Calendar consent calendar consists of items of a repeating or routine nature that are considered under a single action. Ar ncilor may have an item on the consent agenda removed and considered separately on request.	ıy
	9.1	Acknowledgement of Liquor License: The Grotto Pizzeria	
	9.2	Acknowledgement of Together for Talent Committee minutes, October 3 rd , 202324	
	9.3	Acknowledgement of Urban Forestry Committee minutes, January 24th, 2024	
	9.4	Acknowledgement of Urban Forestry Committee minutes, March 7 th , 2024	
	9.5	Acknowledgement of Urban Forestry Committee minutes, March 13 th , 2024	

	9.6	Approval of Check Register, February 2024	. 34
	9.7	Approval of Check Register, March 2024	. 37
	9.8	Approval of January 2024 Financial Packet	. 40
	9.9	Approval of February 2024 Financial Packet	. 53
10.	Unfin	nished Business ished business consists of outstanding items from previous meetings. These items will be handled in the per as regular agenda items.	same
11.	Spear report	Business kers will be provided the opportunity to offer comments on action items after staff members have given to ts and, if there is an applicant, after the applicant has had the opportunity to speak. Action items are exp sult in motions, resolutions, orders, or ordinances.	
	11.1	Formation of Jackson County Animal Control Services District	. 66
	11.2	Update from Talent Business Alliance	.74
	11.3	Intergovernmental Agreement with Rogue Valley Council of Governments for Planning, Grant Management and Human Resources Services	. 91
	11.4	Urban Forestry Committee Recommendations on Public Tree Managements	. 97
	11.5	Jackson County Community – Long Term Recovery Group Agreement Presentation on Long Term Recover Plan	
		Jackson County Community – Long Term Recovery Group Resolution Adopting Recovery Plan	
		Jackson County Community – Long Term Recovery Group Agreement Extension for use of Depot Building	

12. Other Business and Future Agenda Items

13. Written Communications

This item is for written communications that have been submitted to the entire Council and where a request has been made that the item be included in the record. It will contain the communications only, and not additional attachments or Internet repostings. Those items may be e-mailed directly to Council members or may be distributed in person via the City Recorder at Council meetings following an oral communication to Council. There will not be any Council discussion or public comment on this agenda item.

14. Adjournment

Upcoming Council Meetings

April 17 th	6:00 pm -	TURA Regular Meeting
April 17 th	6:45 pm -	Regular Council Meeting
May 1 st	6:45 pm -	Regular Council Meeting



City Council Agenda Report

Meeting Date: April 3, 2024 Staff Contact: Gary Milliman

Department: Administration **E-Mail**: gmilliman@cityoftalent.org

Staff Recommendation: Informational **Estimated Time**: 15 mins.

ISSUE BEFORE THE COUNCIL

Appointment of New Council Member

BACKGROUND

The City Charter designates the City Council as consisting of six city councilors (Chap. III, Sect. 7). The Council currently consists of only five members, due to a resignation in September 2021. The City Charter calls for Council vacancies to be filled by appointment by a majority of the remaining council members (Chap. IV, Sect. 21).

Throughout February and March, the city posted notice of the vacancies on the city's website, reached out to local media, and sent the notice to the standard city council noticing email distribution list. The standard criteria limits eligibility to those living within the city limits, or those that are registered voters in Talent with the intent to return to living within the City limits. Four qualified applications were received by the adjusted March 29, 2024, deadline.

Candidates

The three candidates to be interviewed are:

- Collay, Daniel
- Hodgdon, Russell
- Jordan-Zirkle, Cindy

Note: a fourth application was received by city staff, however, it was determined that the applicant did not meet qualifying requirements for candidacy due to an incomplete form. Their application is on file with the City Recorder.

Selection Process

Each candidate will have up to 30 minutes to answer the following questions:

- 1. What goals would you like to achieve during your service as a City Councilor?
- 2. What do you consider as our City's greatest challenges in continuing to recover from the Almeda fire?
- 3. How can the City support a healthy and successful downtown?
- 4. What growth potential do you see for Talent?
- 5. Briefly describe your understanding of the role of a City Councilor.
- 6. Describe how you have been active in the community. Have you served as a member of a City Commission or Committee?
- 7. What can the City Council do to make community involvement more inclusive?

After the interviews, the current City Councilors will have a chance to discuss and ask follow-up questions. Once discussion is complete, councilors will submit their ranked choice voting of the

candidates to the City Recorder. The City Recorder will tally the scores for each candidate. The candidate with the highest score will be appointed to seat 6 of City Council. A definition of ranked choice voting is provided below.

Ranked Choice Voting (RCV) – shows your preference order by ranking the candidates in
order of preference. There is only one round of voting. Each ranking is assigned a value, and
all the values are added up with the winner(s) decided based on who scores the highest (or
lowest if you add the ranking as the value). RCV is becoming an increasingly popular method
nationwide and in Oregon; Benton County used RCV in 2020. RCV helps identify the most
preferred candidates.

Appointment Process

After a candidate is selected, the candidate will take the Oath of Office and will assume their position on the Talent City Council.

RELATED COUNCIL POLICIES

None

POTENTIAL MOTIONS

None

ATTACHMENTS

- Submitted Applications
- Rank Choice Voting Ballot

For Office Use Only
Date Received:

City of Talent

110 East Main Street • P.O. Box 445 • Talent, OR 97540 Phone: (541) 535-1566 • Fax: (541) 535-7423

Application for City Council

Position Applied For:_	City Councilor		Date:	3/13/24
Name: Daniel Colla				
Address:				
_{City:} Talent	state: OR Zip: 9	7540		
Mailing Address (if diff	erent):			
Contact Phone:				
Current Occupation:(If retired or unemployed, s	Director of Opera	,	Ranch	1
	ed in Talent?5 year ve inside the city limits or urba		view the	official zoning map at
How long have you live	ed in Jackson County?_	12 years		
1. Be a resident of Ta	ndidates must meet the alent (for a minimum of 3 ter (i.e., a qualified electo	0 days)		
	of the City of Talent, an o	•	erving ir	•
If yes, please de	scribe:			
I believe that I am qua	lified for and should be c	onsidered for the abov	e positio	on(s) for the

I believe that I am qualified for and should be considered for the above position(s) for the following reasons (attach additional sheet if necessary):

(Continue application on next page)

See attached document		

By signing this application, electronically or otherwise, I affirm that all information included is true and accurate to the best of my knowledge.

Signature:		Date:	3/13/24
J			
Deadlines			

Applications are due by 5:00 p.m. on Wednesday, March 13th, 2024. Candidate interviews will take place during the City Council's regular meeting on Wednesday, March 20th, 2024 at 6:45pm at Town Hall.

How to Submit:

- By email to City Recorder cityrecorder@cityoftalent.org.
- In-person at Talent City Hall, 110 East Main Street, Monday through Friday, 8:30 a.m. to 5:00 p.m.

Questions:

Please direct all questions to the City Recorder's Office at (541) 535-1566 x6 or send an email to the City Recorder, cityrecorder@cityoftalent.org.

Talent City Council,

I first moved to Southern Oregon from Eugene to pursue my Bachelor's in Environmental Studies at SOU. I've lived in the Rogue Valley ever since, and in Talent for the past five years, where I now own a home. After college, I began my career in natural resources, eventually becoming the Director of Operations at Willow-Witt Ranch. Volunteering and service are important to me, and I currently serve as the Board Chair of The Friends of Cascade-Siskiyou National Monument and as the secretary of the Talent Urban Forestry Committee.

I consider myself an informed citizen, actively participating in public meetings, staying updated on public issues, and engaging in public forums and elections. I've always felt connected to the places I live and am eager to help steward my community. My collection of personal and professional experiences makes me believe that serving on the city council would be a great fit.

Thank you for your time and consideration Daniel Collay

For Office Use Only Date Received:

City of Talent

110 East Main Street • P.O. Box 445 • Talent, OR 97540 Phone: (541) 535-1566 • Fax: (541) 535-7423

Application for City Council

Position Applied For: City Council Seat	Date: <u>3/28/2024</u>
Name: Russell Ronald Hodgdon	
Address	
City: Talent State: OR Zip: 97540	
Mailing Address (if different):	
Contact PhoneE-mail:	
Current Occupation: Headwear Designer / Director of Innova (If retired or unemployed, state your general or past profession)	ation, Sunday Afternoons, Inc.
How long have you lived in Talent? Since 1989 (If you do not know if you live inside the city limits or urban growth boundary City Hall.)	r, please view the official zoning map at
How long have you lived in Jackson County? Since 1989	
Selection criteria – Candidates must meet the following:	
Be a resident of Talent (for a minimum of 30 days)	
2. Be a registered voter (i.e., a qualified elector in the City of	Talent)
Are you an employee of the City of Talent, an occasional or po you have any other real or potential conflict of interest in worki	
	☐ Yes 区 No
If yes, please describe:	
I believe that I am qualified for and should be considered for th following reasons (attach additional sheet if necessary):	e above position(s) for the

1 of 2

(Continue application on next page)

As a long time resident, property owner, small business owner, founding member of the Talent Chamber of Commerce and parent of a child that has gone all the way through TES and TMS I know that I have a good feel for what Talent citizens hope for out of their city government. My many contacts and friendships among business owners, property owners, Talent natives, teachers and international business colleagues has taught me to see difficult situations from many different points of view and perspectives. I am well versed at creating cross-functional teams and promoting collaboration between seemingly adverse teams and interested parties. In my corporate career I've managed teams of more than 100 people and understand how to find compromise in even the most delicate situations.

I'm interested in public service because I see how decisions affect my fellow citizins and would like the opportunity to assist the mayor and council in creating a future for Talent that will benefit the entire town, especially in light of the massive rebuilding effort underway. City government has a huge role to play in the rebuilding and future growth of this beautiful town. Living here for so long has allowed me to see Talent grow from a town with limited sidewalks and infrastructure to a city with successful businesses, great schools and more and more young families that are invigorating the local economy and neighborhoods. I appreciate the opportunity to meet you in person and am available to talk at your convenience.

By signing this application, electronically or otherwise, I affirm that all information included is true and accurate to the best of my knowledge.

Signature:_		Date:	3/28/2024
-			

Deadlines:

Applications are due by 5:00 p.m. on Wednesday, March 13th, 2024. Candidate interviews will take place during the City Council's regular meeting on Wednesday, March 20th, 2024 at 6:45pm at Town Hall.

How to Submit:

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- In-person at Talent City Hall, 110 East Main Street, Monday through Friday, 8:30 a.m. to 5:00 p.m.

Questions:

Please direct all questions to the City Recorder's Office at (541) 535-1566 x6 or send an email to the City Recorder, cityrecorder@cityoftalent.org.

For Office Use Only Date Received:

City of Talent

110 East Main Street • P.O. Box 445 • Talent, OR 97540
Phone: (541) 535-1566 • Fax: (541) 535-7423

Application for City Council

Position Applied For: City Council Date: 3-11+2004
Name: Cincy Jordan Zircle
Address:
City: Tale: OR Zip: 97540
Mailing Address (if different):
Contact Phone:E-mail:_
Current Occupation: Refined - Account ant Business Such Such (If retired or unemployed, state your general or past profession)
How long have you lived in Talent? 15 months
(If you do not know if you live inside the city limits or urban growth boundary, please view the official zoning map at City Hall.)
How long have you lived in Jackson County? 15 months
Selection criteria – Candidates must meet the following:
1. Be a resident of Talent (for a minimum of 30 days)
2. Be a registered voter (i.e., a qualified elector in the City of Talent)
Are you an employee of the City of Talent, an occasional or potential contract employee, or do you have any other real or potential conflict of interest in working or serving in this capacity?
□ Yes 💢 No
If yes, please describe:
I believe that I am qualified for and should be considered for the above position(s) for the following reasons (attach additional sheet if necessary):
(Continue application on next page)
1 of 2
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Barra (xwiley)
The 2 cities du very
Simplar in Population & Size - now that Elim retired of would like to got
From contract of mome .
flusson the Asussony Committee
Greyes very strong budget of madel
back ground + nove alor to offer talls
Un volved - El was on the Ravissorry Commfor borto yes - back ground + Nove alot to offer talls City of talent

By signing this application, electronically or otherwise, I affirm that all information included is true and accurate to the best of my knowledge.

			~ ·	\hookrightarrow -	-71	1
Signature:		Date: _	$\mathcal{O}^{\mathbb{Z}}$	۱ ८	-26	1
						100

Deadlines:

Applications are due by 5:00 p.m. on Wednesday, March 13th, 2024. Candidate interviews will take place during the City Council's regular meeting on Wednesday, March 20th, 2024 at 6:45pm at Town Hall.

How to Submit:

- By email to City Recorder cityrecorder@cityoftalent.org.
- In-person at Talent City Hall, 110 East Main Street, Monday through Friday, 8:30 a.m. to 5:00 p.m.

Questions:

Please direct all questions to the City Recorder's Office at (541) 535-1566 x6 or send an email to the City Recorder, cityrecorder@cityoftalent.org.

City Council - Selection Ballot - Council Seat 6						
City Councilor:						
Rank up to 3 candidates. Mark no more than1 oval in	1st	2nd	3rd			
Collay, Daniel	(O)	(O)	(O)			
Hodgdon, Russell	(O)	(O)	(O)			
Jordan-Zirkle, Cindy	(O)	(O)	(O)			

Once your selection has been made, please submit to the City Recorder for tabulation.

CITY COUNCIL CANDIDATE QUESTIONS

- 1. What goals would you like to achieve during your service as a City Councilor?
- 2. What do you consider as our City's greatest challenges in continuing to recover from the Almeda fire?
- 3. How can the City support a healthy and successful downtown?
- 4. What growth potential do you see for Talent?
- 5. Briefly describe your understanding of the role of a City Councilor.
- 6. Describe how you have been active in the community. Have you served as a member of a City Commission or Committee?
- 7. What can the City Council do to make community involvement more inclusive?

City Council - Selection Ballot - Council Seat 6						
City Councilor:						
Rank up to 3 candidates. Mark no more than1 oval in	1st	2nd	3rd			
Collay, Daniel	(O)	(O)	(O)			
Hodgdon, Russell	(O)	(O)	(O)			
Jordan-Zirkle, Cindy	(O)	(O)	(O)			

Once your selection has been made, please submit to the City Recorder for tabulation.



City Council Agenda Report

Meeting Date: April 3, 2024 Staff Contact: Gary Milliman

Department: Administration E-Mail: gmilliman@cityoftalent.org

Staff Recommendation: Estimated Time: 5 mins.

ISSUE BEFORE THE COUNCIL

Oath of Office for council seat 6

BACKGROUND

Pursuant to the Talent Municipal Code, newly-elected or appointed officers must take an oath at the time they are seated on Council. The oath taker should raise their right hand and repeat after the City Recorder, or their representative, who administers the oath.

The oath of office for the City of Talent is:

I, [insert name of oath taker], do solemnly swear or affirm that I will support the Constitution and laws of the United States and of the State of Oregon, and the Charter, Ordinances, and Rules of Procedures for the City of Talent, and that I will faithfully, honorably, and ethically perform the duties of the office of City Councilor for the City of Talent that I am about to assume.

RELATED COUNCIL POLICIES

None

POTENTIAL MOTIONS

None

ATTACHMENTS

None



City Council Agenda Report

Meeting Date: April 3, 2024 Staff Contact: Gary Milliman

Department: Administration **E-Mail**: gmilliman@cityoftalent.org

Staff Recommendation: Appointment Estimated Time: 5 mins.

ISSUE BEFORE THE COUNCIL

The appointment of a member to the Talent Together for Talent Committee.

BACKGROUND

Section 22 of the City Charter states:

The Mayor and Council shall appoint:

- (1) Members of committees and commissions established by Council, and
- (2) Other persons required by the Council to act in an advisory capacity to the Council or its appointed committees and commissions.

The City's Commission and Committee Appointment Policy, adopted by the Council on July 3, 2018, includes the following:

Staff will send completed applications to the Mayor and to the applicable Commission/ Committee for review. Applicants will be interviewed by the Mayor and the Commission/ Committee. The Commission/Committee will make a recommendation to the Mayor, who will, if so desired, then make an affirmative recommendation to appoint at the Council meeting. Mayor appointments, including the term of the appointment(s), will be placed on the Consent Agenda for Council. Re-appointments to a Commission or Committee will be made by the Mayor with approval from Council without the need for Mayor or Commission/Committee interviews.

The Together for Talent Committee consists of seven to eleven members. There are currently several vacancies for member seats on this committee. Candidate Lynne Likens was interviewed by the current Together for Talent committee members and recommended for appointment to the seat.

POTENTIAL MOTIONS

I Move to affirm the Mayoral appointment of Nancy McKinnis as a member of the City of Talent Together for Talent Committee for a two-year term beginning April 3, 2024.

ATTACHMENTS

Application for McKinnis, Nancy

For Office Use Only Date received:

City of Talent

110 East Main Street • P.O. Box 445 • Talent, OR 97540 Phone: (541) 535-1566 • Fax: (541) 535-7423

Application for Commission or Committee

Position Applied For:	Date:	01/17/24
Name: Nancy Castillo McKinnis		
Address:		
City: Talent State: OR Zip: 97	7540	
Mailing Address (if different):		
Contact Phone:		
Current Occupation: Field Coordinator		
(If retired or unemployed, state your general or past profession) How long have you lived in Talent?	ve years	
(If you do not know if you live inside the city limits or urban growt City Hall.)	h boundary, please view the o	official zoning map at
How long have you lived in Jackson County?	34 years	
Are you an employee of the City of Talent, an occasion	•	• •
	☐ Yes ☒ No	
If yes, please describe:		
I believe that I am qualified for and should be consident following reasons (attach additional sheet if necessar	•	n(s) for the
Dear Council Liaison Eleanor Ponomareff,		
I am writing to express my sincere interest in joining the Communit my skills and passion towards preserving and enhancing the quality community, promoting sustainability, and encouraging participation resonates with my values and commitment to community service.	of life in Talent. The committee	's focus on building
My qualifications for participating in this committee include:		
Diversity and Inclusivity: I am a firm believer in the strength that div (bilingual and bicultural) and professional life, I have actively sough backgrounds. My ability to appreciate and value diverse perspectiv celebrating inclusivity.	t out opportunities to engage wit	h individuals from various

Community Engagement: I have a proven track record of actively participating in community initiatives. Whether through volunteering, organizing events, or collaborating with wide range of local organizations, I understand the importance of fostering a sense of community and encouraging active involvement.

Effective Communication: My background in community engagement and my bilingual skills equips me with the necessary skills to effectively communicate the committee's mission and goals to the community. I am confident in my ability to convey ideas in a clear and inclusive manner for our diverse Talent population.

Commitment to Service: Joining this committee is not just an opportunity for me; it is a labor of love. I am driven by the satisfaction that comes from serving my community and contributing to its well-being. I am ready to invest the time and effort required to make a meaningful impact.

I am excited about the prospect of working with like-minded individuals who share a passion for community enhancement. My commitment to the values of diversity, inclusivity, and sustainability aligns seamlessly with the goals of the Community Enhancement Committee. I look forward to the opportunity to discuss how my skills and experiences can contribute to the committee's success.

Thank you for considering my application. I am eager to contribute to the positive growth of Talent and its vibrant community.

In service, Nancy Castillo McKinnis

By signing this application, electronically or otherwise, I affirm that all information included is true and accurate to the best of my knowledge.

Signature: Nancy Castillo McKinnis Date: 01/17/24	
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How to Submit:

- By email to <u>cityrecorder@cityoftalent.org</u>
- In person at Talent City Hall, 110 East Main Street, Monday through Friday, 8:30 a.m. to 5:00 p.m.

Questions?

Call City Hall at (541) 535-1566 x 1012 or send an email to City Recorder, at cityrecorder@cityoftalent.org

Instructions

- 1. Complete and sign this application.
- 2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city's limits, the local government is the city.
 - If the premises street address is not within a city's limits, the local government is the county.
- 3. You can submit the application to the OLCC if:
 - 1. You have WRITTEN documentation showing the date the local government received the application or;
 - 2. The local government has provided you their recommendation.

ALL forms and documents must be a PDF attachment

- 4. Email the PDF application that contains the local government recommendation or proof of submission to: OLCC.LiquorLicenseApplication@oregon.gov.
- 5. Do not include any license fees with your application packet (fees will be collected at a later time).

 When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

<u>License Request</u> Options - Please see the general definitions of the license request options below:

- New Outlet: The licensing of a business that does not currently hold an active liquor license.
- Change of Ownership: The request to completely change the licensee of record at a licensed business.
- Greater Privilege: The request to change from an Off-Premises to a Limited or Full On-Premises Sales license OR
 from a Limited to Full On-Premises Sales license.
- Additional Privilege: The licensee currently holds an active liquor license at the premises and that same licensee
 would like to request to add an additional different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review OAR 845-006-0301 for the definitions of "applicant" and "licensee" and OAR 845-005-0311 to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

 Complete the <u>Authorized Representative Form</u> designating a person/entity to act on your behalf and submit with the application.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

☐ Wholesale Malt Beverage and Wine

Page 1 of 4 **Check** the appropriate license request option: □ New Outlet | ☑ Change of Ownership | □ Greater Privilege | □ Additional Privilege Select the license type you are applying for. More information about all license types is available online. LOCAL GOVERNMENT USE ONLY **Full On-Premises** LOCAL GOVERNMENT After providing your recommendation, return this □ Caterer form to the applicant WITH the recommendation marked below □ Public Passenger Carrier Name of City OR County (not both) ☐ Other Public Location ☐ For Profit Private Club Please make sure the name of the Local Government is printed legibly or stamped below ☐ Nonprofit Private Club Winery Date application received: ☐ Primary location Optional: Date Stamp Received Below Additional locations: □2nd □3rd □4th □5th **Brewery** ☐ Primary location RECEIVED Additional locations: □2nd □3rd MAR 1 8 2024 **Brewery-Public House** ☐ Primary location Additional locations: □2nd □3rd **Grower Sales Privilege** ☐ Recommend this license be granted ☐ Primary location □ Recommend this license be denied Additional locations: □2nd □3rd □ No Recommendation/Neutral Distillery □ Primary location **Printed Name** Date Additional tasting locations: (Use the DISTT form HERE) ☐ Limited On-Premises ☐ Off Premises Signature □ Warehouse

Trade Name

Page 2 of 4

APPLICANT INFORMATION			
Identify the applicants apply	ing for the license.	This is the entity (exam	nple: corporation or LLC)
or individual(s) applying for			
Name of entity or individual			r individual applicant #2:
PATEL, KAUSHA		Name of autity o	r individual applicant #4:
Name of entity or individual	applicant #3:	Name of entity o	i iliulviuual applicatic #4.
BUSINESS INFORMATION			
Trade Name of the Business	(name customers will see)	:	
The Grotto Pizz	Price		ALI SERIES CONTRACTOR
Premises street address (The	physical location of the bu	isiness and where the liquor li	cense will be posted):
302 6 mata/ ST			
302 E MAJN 51. City:	Zip Code:		County:
TALENT	97540		JACKSON
Business phone number:	A	Business email:	
541-535-3813	Aille		
Business mailing address (w	here we will send an	y items by mail as desc	ribed in <u>OAR 845-004-0065[1].</u>):
302 E. MAZN ST.			
City:	State:	AND I THESE	Zip Code:
TALENT	OREGO	~/	97540
Does the business address co			s address currently have an OLCC
liquor license?		marijuana license	? 🔲 Yes 🔀 No
APPLICATION CONTACT INFO	ORMATON - Provide	the point of contact for this	s application. If this individual is <u>no</u> t
an applicant or licensee, the Author	orized Representative Fo	orm must be completed and	d submitted with this application.
Application Contact Name:			
PATEL, LAUSHA		mail:	
Phone number:		iiiaii.	

Please note: liquor license applications are public records.

Page 3 of 4

TERMS

- "Real property" means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- "Common area" is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area's designation as a "common area" is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-005-0311 and attests that:
- At least one applicant listed in the "Application Information" section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
- 2. No person not listed as an applicant in the "Application Information" section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
- 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance
 with liquor laws within and in the immediate vicinity of the licensed premises, including in
 portions of the premises that are situated in "common areas" and that this requirement
 applies at all times, even when the business is closed.
- 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

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Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:
- 1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
- 2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

LAUSHA BATEL Applicant name	Signature	3/18/24 Date
Applicant name	Signature	Date
Applilcant name	Signature	Date
Applicant name	Signature	Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the **Authorized Representative Form**. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



TOGETHER FOR TALENT

REGULAR MEETING MINUTES October 3, 2023 at 4:00 PM

REGULAR COMMITTEE MEETING - 4:00 p.m.

1. Call to Order/Roll Call

Members Present:	Members Absent
Charles Roome	
David Spinney	
Hector Zaragoza	
Also Present:	
Eleanor Ponomareff, City Council Liaison	

- 1. Lynne Likens has decided to resign from the committee citing multiple other interests and limited time. Lynne will follow our activities with interest and be happy to volunteer for other projects.
- 2. Recycle Roundup Review: Overall everyone stated it was a success, in spite of the wildfire smoke requiring volunteers to wear masks because the air quality was so poor. The City of Talent's help was immeasurable with Hector Flores contacting and following through with vendors, making signs and copies of flier handouts, arranging for traffic cones, vests and work gloves for volunteers, and providing other items throughout the day. Hector also coordinated with Public Works to make sure parking spaces were not used by city staff and others from Friday afternoon to Saturday afternoon. Between 9 a.m. and 4 p.m. we roughly estimated that 140 vehicles from the community dropped off goods to be recycled. All the vendors present were more than pleased about the amount of material collected. The Salvation Army filled 2 medium commercial trucks (15 foot in length) and a pickup truck with bicycles, select household goods, clothing, and assorted recyclable materials. Goodwill arrived late, but filled 7 pallet sized boxes. The Radius metal container (30 feet long) was filled with ferrous and nonferrous metals. AfterBits collected about 8 pallets of electrical and electronic items including TV monitors, radios, computers, laptops, and other electrical items. (AfterBits took some items not on their list in the effort to speed things along.)

There were 21 volunteers signed up and 13 to 15 present at various times during the day. A letter has been emailed to all volunteers to thank them for their help.

Planning for the Next Recycle Event: Next year's event is currently planned for the late May 2024 time frame. The next recycling effort will begin around January with announcements in local publications and media including the *Talent News and Review*. Next year's recycling event needs a new name, as "Recycle Roundup" was considered too close to the name of a chemical weedkiller. A title reflecting a more positive concept, such as "Talent Spring Clean-Up", will be used.

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and is not recyclable can be posted online as early as possible.

David Spinney will work with Hector Flores to make a sub-page for the listing of recyclables available on the Together for Talent portion of the city web page. David will also work with Hector Zaragoza to create videos in English and Spanish about the May Recycling Event.

Charles will talk to Hector Flores about costs of things like sign printing, flier handouts, and refreshments for volunteers for next year's budget.

3. Activities for 2024 T4T

David Spinney suggested Together for Talent take up issues such as Social Justice and Climate Justice in various ways to help everyone in the Talent community.

Hector Zaragoza suggested organizing a 'Children's Day' and a 'Roots of Wellness Day'. The Children's Day would help children be aware of important environmental and mental health topics as well as ways everyone can support these issues in this community. These events might also incorporate informal multicultural music education and appreciation. *Roots of Wellness* or Raices de Bienestar https://raicesdebienestar.org/. (Hector Z will follow up on how bringing the agency to Talent might look).

Eleanor introduced the idea of the "Circles of Care" for seniors and other members of the community who need help with garden maintenance and other activities in and around their homes. Eleanor will contact Luis Ibáñez Dalponte at <u>Age Plus Circles of Care</u> organization and get more information about training, background checks and requirements for volunteers.

Hector Zaragoza brought up the need of many people in the community for transportation on Sundays. He suggested that a small van could help people move around the area on Sundays when RVTD is shut down. After discussing these activities, all members agreed that more information is needed, for example what routes would be useful to most people. Hector will look into this more.

Adjournment: 5:45 p.m.

Charles Roome.

Interim Secretary

The City of Talent is a n Equal Opportunity Provider

Note: These minutes and the entire agenda packet, including staff report and referenced documents are reposted on

the City of Talent website (www.cityoftalent.org) after each meeting. The minutes are not a verbatim record: the narrative has been condensed and paraphrased to reflect the discussions and decisions made.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact TTY phone number 1-800-735-2900 for English and for Spanish please contact TTY phone number 1-800-735-3896.

Together for Talent Regular Meeting Minutes | October 3, 2023 2023

Talent Urban Forestry Committee

General Meeting

Minutes





6:30 PM, January 24, 2024

Location: Community Center, Room D

Call to Order: 6:35

Roll Call

Members: Daniel Collay, Julie Spelletich, Jane Ellen, Payson Collins, Em Wing, Derek

Volkart (left at 7:30, before vote on arbor day)

Councilor: Jason Clark

Staff: Gary Milliman, Hector Flores Community Members: Mike Oxendine

1. Announcements from Committee

- a. Jason: Meeting scheduled with ODOT next week to talk plantings
- b. Mike: Attending meeting for grant with Ashland community health foundation to plant trees at schools
- c. Derek: site plan review project for 210 Hwy 99, will consult with TUFC on tree planting
- d. Daniel: finished AGE+ building on 99 and Suncrest needs more trees, very limited planting so far
- 2. Public Comments on non-Agenda Items

- 3. Approval of Minutes Dec. 27, 2023 & Jan. 10, 2024
 - a. Daniel moves to approve the December 27th and January 10th with the discussed corrections.
- 4. Elect Chair, Vice Chair and Secretary
 - a. Daniel moves to nominate Julie as chair of TUFC, Em seconds, motion passes unanimously
 - Julie moves to elect Jane Hardgrove as vice chair, Daniel seconds, motion
 passes unanimously
 - c. Payson moves to nominate Daniel Collay as the secretary Em seconds, motion passes unanimously
- 5. Arbor Day 2024
 - a. Location: Arnos near Talent Mobile estates, safety concern with people walking in the road during people, could close the street for the day
 - b. Proposed date- Sunday, April 14th
 - c. Viewed design, discussed planting list, pollinator plants,
 - Daniel moves to recommend to council that we host Arbor Day on Arnos Street Sunday April 14 10-2. We would like to fully or partially close the street and host an inviting, safe, community beautification event. TUFC is happy to engage in community outreach with residents regarding tree species or other needs. See plan attached

Julie seconds, motion passes unanimously

6. Follow up for Master Plan mapping exercise

- a. Update on things to do from last meeting, Jason will work on history of the committee
- 7. FCVP quote for still rendering images
 - a. \$20,000-22,000 for 3 images
 - b. Jason will explore other options, talk to Jane about drawings, Payson looking as well
- 8. Tree Ordinance Quotes
 - a. City staff looking into it
 - b. Planit Geo, Community Forest Solutions
- 9. Summer Place Wetlands
 - a. Took a walk with local resident to discuss idea, talked about community meeting

Juli 200 3-19-24

- 10. Agenda Items for Feb. 14th meeting
 - a. Arbor day tree species list
 - b. Master plan, goals, list of other pieces
 - c. West street planting project
- 11. Adjournment 8:30

Talent Urban Forestry Committee

Special Meeting

Minutes





4:00 PM Thursday, March 7, 2024

Location: Lynn Newbry Park

Call to Order: 4PM

Roll Call:

Members: Daniel Collay, Julie Spelletich, Jane Hardgrove, Em Wing

Councilor:

Staff: Robert Slayton

Community Members: Mike Oxendine, Dave Bish

- 1. Visit Sites for Arbor Day Celebration
 - a. Visited Lynn Newbry Park, decided to not use this site as it's part of OWEB and will be planted
 - b. Visited Chuck Roberts Park, decided to use this site (Rogue River Parkway) as it needs trees and would be a great benefit. Plant Oregon will donate trees.
 Discussion of whether or not Little League will want to have trees on the leases portion, Jane will make a plan for the city park portion to present to parks.

- c. Daniel moves to have arbor day on April 13th 2024 at Chuck Roberts Park. We will present a design to the parks commission at their next meeting March 13th. Jane seconds, no discussion motion passes unanimously.
- d. Discussion of whether to ask for discretionary funds for tree nursery at public works, staff mentioned some infrastructure is still there and willingness to work with committee on this.

Juli Spilo 3-19-24

2. Adjournment 5:15pm

Talent Urban Forestry Committee

General Meeting

Minutes





6:30 PM, March 13, 2024

Location: Community Center, Room D

Call to Order: 6:35

Roll Call

Members: Daniel Collay, Julie Spelletich, Payson Collins, Em wing and Jane Hardgrove joined at 6:45 and were present for the motions regarding public trees

Councilor:

Staff: Tessa Deline, city finance director Community Members: Jason Clark

- 1. Announcements from Committee
 - a. None
- 2. Public Comments on non-Agenda Items
 - a. Tessa Deline, see reports
 - i. Request for information about the citizen science projects
 - ii. Please identify where all records for 100 trees for talent grant were completed
 - iii. Other grants aside from OWEB and 100 trees need to be known about
- 3. Approval of Minutes Feb. 28th, March 7th

a. Daniel moves to approve the minutes with no additions or corrections, Payson seconds motion passes unanimously

4. Current Projects

- 4.1 Arbor Day
- Meet with Parks with plan, Jane and Em

 Discussion of plan with committee
- Brainstorm on ways to promote event
- Time and date (April 13th), plan of events

Make up flyer, potentially present to schools and encourage families to come plant. Print shirts at TMC on 11th at 4:30 TBD?

Daniel moves to recommend to city council that they approve the plan as presented to the parks commission by TUFC to host arbor day at Chuck Roberts Park on April 13th from 10-2, Em seconds motion passes unanimously.

4.2 Rays Food Place Tree Preservation and Enhancement Plan

City council met to discuss planting plans as presented and took no action.

There is concern that the city is removing public right of way trees which are an asset to the community. Discussion of motions regarding the removal of public trees.

-Em moves that we recommend to council that TUFC be consulted prior to the removal of any public trees. Payson seconds motion passes unanimously -Em moves to recommend that city council adopt a policy that all public street tree locations shall be preserved as suitable tree planting sites. Payson seconds motion passes unanimously

- 4.3 Recommended Street Tree List -format for public use
 - 4.3.1 Discussion of publicly available flyer and website. Jane and Payson will meet regarding tree list brochure
- 4.4 Kamerin Springs Park
 - 4.4.1 Wetland area needs to be taken care of and planted with shrubs at some point, discussion on how that may happen or who will do that
- 4.5 Master Plan mapping exercise
 - 4.5.1 Discussion on state of the master plan
- 4.6 Citizen Science Project
 - 4.6.1 recommendation for grant to pay for sensors
 - 4.6.2 recommendation of UFC ownership and maintenance of devices
 - 4.6.3 inform CC of the \$1,000 grant we received for sensors from AGU
- 5. New Business
 - 5.1 Nursery at public works discretionary funds
- 6. Agenda Items for March 27th meeting, bring list of trees for approved list brochure

Julie Speller 3-19-24



City of Talent, OR

Check Report

By Check Number

Date Range: 02/01/2024 - 02/29/2024

1910						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-AP - PO	OOL					
SUPPL001	911 SUPPLY LLC	02/08/2024	Regular	0.00	121.60	19284
BUTLE001	BUTLER FORD INC.	02/08/2024	Regular	0.00	77.92	19285
COURI001	COURIER PUBLISHING CO INC	02/08/2024	Regular	0.00	148.08	19286
HUNTE001	HUNTER COMMUNICATIONS INC	02/08/2024	Regular	0.00	1,549.15	19287
JCPLA001	JACKSON COUNTY PLANNING AND DEVELOPME	02/08/2024	Regular	0.00	17,375.96	19288
LEAGU001	LEAGUE OF OREGON CITIES	02/08/2024	Regular	0.00	20.00	19289
LESSC002	LES SCHWAB INC.	02/08/2024	Regular	0.00	203.96	19290
LEXIP001	LEXIPOL LLC	02/08/2024	Regular	0.00	5,302.25	19291
OFFID001	OFFICE DEPOT INC.	02/08/2024	Regular	0.00	423.64	19292
	Void	02/08/2024	Regular	0.00	0.00	19293
ORCON001	OREGON DEPT OF CONSUMER & BUSINESS SER		Regular	0.00	3,200.06	19294
PHOEN002	PHOENIX-TALENT SCHOOL DISTRICT	02/08/2024	Regular	0.00	1,069.05	
PITNE001	PITNEY BOWES - LEASE	02/08/2024	Regular	0.00	210.00	
ROGUE005	ROGUE VALLEY COUNCIL OF GOVERNMENTS	02/08/2024	Regular	0.00	356.39	
ROGUE003	ROGUE VALLEY SEWER SERVICES	02/08/2024	Regular	0.00	464.22	
BNYME001	THE BANK OF NEW YORK MELLON TRUST CO. N		Regular	0.00	-39,215.00	
BNYME001	THE BANK OF NEW YORK MELLON TRUST CO. N		Regular	0.00	39,215.00	
TYLERO01		02/08/2024	=	0.00	21,409.31	
	TYLER TECHNOLOGIES		Regular		•	
VERIZO01	VERIZON WIRELESS	02/08/2024	Regular	0.00	966.46	
HRAVE001	HRA VEBA TRUST	02/15/2024	Regular	0.00	2,975.00	
NATIO004	NATIONWIDE RETIREMENT SOLUTION	02/15/2024	Regular	0.00		19308
TEAMS001	TEAMSTERS LOCAL 223	02/15/2024	Regular	0.00	1,024.00	
VANTA001	VANTAGEPOINT TRANSFER AGENTS 306560	02/15/2024	Regular	0.00	1,360.00	
ORSAV001	VOYA-STATE OF OREGON PLAN	02/15/2024	Regular	0.00	1,425.00	
AAFFO001	A AFFORDABLE ROYAL FLUSH	02/15/2024	Regular	0.00	8,500.00	
ALLIN001	ALL IN ONE RENTAL	02/15/2024	Regular	0.00	137.73	19313
CINTAS001	CINTAS	02/15/2024	Regular	0.00	90.13	19314
COURI001	COURIER PUBLISHING CO INC	02/15/2024	Regular	0.00	152.55	19315
DONSL001	DONS LOCK LLC	02/15/2024	Regular	0.00	95.00	19316
FDJEN001	FDJ ENTERPRISES INC. DBA BUDGET BLINDS OF	02/15/2024	Regular	0.00	222.00	19317
JCROA001	JACKSON COUNTY ROADS	02/15/2024	Regular	0.00	2,399.47	19318
LESSC002	LES SCHWAB INC.	02/15/2024	Regular	0.00	1,285.46	19319
METRO001	METRO PRESORT INC.	02/15/2024	Regular	0.00	25.00	19320
PILOT001	PILOT ROCK EXCAVATION INC.	02/15/2024	Regular	0.00	1,271.68	19321
RECOL001	RECOLOGY ASHLAND SANITARY SERVICE INC.	02/15/2024	Regular	0.00	640.70	19322
ROGUE005	ROGUE VALLEY COUNCIL OF GOVERNMENTS	02/15/2024	Regular	0.00	25,763.77	19323
SCOTT003	SCOTT BRADLEY LLC	02/15/2024	Regular	0.00	30.00	19324
SECUR002	SECURITAS TECHNOLOGY CORPORATION	02/15/2024	Regular	0.00	220.70	19325
SNEAK001	SNEAK PREVIEW NEWS & REVIEW LLC	02/15/2024	Regular	0.00	500.00	19326
HUMPT001	THOMAS F HUMPHREY	02/15/2024	Regular	0.00	1,312.50	19327
VERIZ001	VERIZON WIRELESS	02/15/2024	Regular	0.00	445.89	
WILSO001	WILSON & ASSOCIATES CONSULTING, LLC	02/15/2024	Regular	0.00	180.00	
CHART001	CHARTER COMMUNICATIONS	02/22/2024	Regular	0.00	119.98	
CINTAS001	CINTAS	02/22/2024	Regular	0.00		19331
CITYO019	CITY OF MEDFORD	02/22/2024	Regular	0.00	1,341.01	
CODEP001	CODE PUBLISHING COMPANY	02/22/2024	Regular	0.00	680.00	
DONSLO01	DONS LOCK LLC	02/22/2024	Regular	0.00	123.00	
			=			
DMVSE001	DRIVER AND MOTOR VEHICLE SERVICES	02/22/2024	Regular	0.00		19335
AYALA001	EZRA MARCOS AYALA	02/22/2024	Regular	0.00	150.00	
FERGU001	FERGUSON WATERWORKS INC.	02/22/2024	Regular	0.00	769.23	
OFFID001	OFFICE DEPOT INC.	02/22/2024	Regular	0.00	140.06	
RECOL001	RECOLOGY ASHLAND SANITARY SERVICE INC.	02/22/2024	Regular	0.00		19339
AFLAC001	AFLAC	02/28/2024	Regular	0.00	296.68	
NATIO004	NATIONWIDE RETIREMENT SOLUTION	02/28/2024	Regular	0.00	32.31	19341

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Check Report Date Range: 02/01/2024 - 02/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
STAND001	STANDARD INSURANCE CO	02/28/2024	Regular	0.00	1,307.10	19342
VANTA001	VANTAGEPOINT TRANSFER AGENTS 306560	02/28/2024	Regular	0.00	1,360.00	19343
ORSAV001	VOYA-STATE OF OREGON PLAN	02/28/2024	Regular	0.00	1,425.00	19344
AVIST001	AVISTA UTILITIES	02/28/2024	Regular	0.00	1,475.48	19345
COURI001	COURIER PUBLISHING CO INC	02/28/2024	Regular	0.00	71.80	19346
LOHMD001	DAVID H. LOHMAN	02/28/2024	Regular	0.00	7,500.00	19347
EOMED001	EAST OREGONIAN PUBLISHING COMPANY	02/28/2024	Regular	0.00	22.00	19348
LOCKW001	LOCKWOODS AUTOMOTIVE	02/28/2024	Regular	0.00	144.90	19349
HOISM001	Mary Hoisington, LMFT LLC	02/28/2024	Regular	0.00	640.00	19350
MEDFO002	MEDFORD WATER COMMISSION	02/28/2024	Regular	0.00	1,698.41	19351
METRO001	METRO PRESORT INC.	02/28/2024	Regular	0.00	1,134.19	19352
OFFID001	OFFICE DEPOT INC.	02/28/2024	Regular	0.00	518.91	19353
	Void	02/28/2024	Regular	0.00	0.00	19354
PITNE002	PITNEY BOWES - POSTAGE	02/28/2024	Regular	0.00	1,500.00	19355
REATH001	REATH INVESTMENTS, LLC	02/28/2024	Regular	0.00	14,224.50	19356
MAKER001	TALENT MAKER CITY	02/28/2024	Regular	0.00	4,520.00	19357
USBAN004	US BANK (CREDIT CARD)	02/28/2024	Regular	0.00	4,549.34	19358
	Void	02/28/2024	Regular	0.00	0.00	19359
VERIZ001	VERIZON WIRELESS	02/28/2024	Regular	0.00	475.34	19360
OTEAM001	OREGON TEAMSTERS EMPLOYERS TRUST	02/15/2024	Bank Draft	0.00	749.70	DFT0002327
OTEAM001	OREGON TEAMSTERS EMPLOYERS TRUST	02/15/2024	Bank Draft	0.00	544.10	DFT0002328
OTEAM001	OREGON TEAMSTERS EMPLOYERS TRUST	02/15/2024	Bank Draft	0.00	28,488.06	DFT0002329
OTEAM001	OREGON TEAMSTERS EMPLOYERS TRUST	02/15/2024	Bank Draft	0.00	20,674.90	DFT0002330
ORPUB003	OREGON PUBLIC EMPLOYEES RETIREMENT SYS	02/15/2024	Bank Draft	0.00	23,834.76	DFT0002331
UNITE002	UNITED STATES TREASURY PR TAX EFT	02/15/2024	Bank Draft	0.00	23,671.48	DFT0002332
ORREV002	OREGON DEPARTMENT OF REVENUE	02/15/2024	Bank Draft	0.00	9,138.34	DFT0002333
OTEAM001	OREGON TEAMSTERS EMPLOYERS TRUST	02/23/2024	Bank Draft	0.00	54.41	DFT0002341
UNITE002	UNITED STATES TREASURY PR TAX EFT	02/23/2024	Bank Draft	0.00	4,713.71	DFT0002343
ORREV002	OREGON DEPARTMENT OF REVENUE	02/23/2024	Bank Draft	0.00	1,547.78	DFT0002344
OTEAM001	OREGON TEAMSTERS EMPLOYERS TRUST	02/29/2024	Bank Draft	0.00	749.70	DFT0002345
OTEAM001	OREGON TEAMSTERS EMPLOYERS TRUST	02/29/2024	Bank Draft	0.00	489.69	DFT0002346
ORPUB003	OREGON PUBLIC EMPLOYEES RETIREMENT SYS	02/29/2024	Bank Draft	0.00	23,613.69	DFT0002347
UNITE002	UNITED STATES TREASURY PR TAX EFT	02/29/2024	Bank Draft	0.00	22,148.55	DFT0002348
ORREV002	OREGON DEPARTMENT OF REVENUE	02/29/2024	Bank Draft	0.00	8,459.55	DFT0002349

Bank Code AP Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	105	69	0.00	188,546.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-39,215.00
Bank Drafts	15	15	0.00	168,878.42
EFT's	0	0	0.00	0.00
	120	88	0.00	318,210.16

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All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	105	69	0.00	188,546.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-39,215.00
Bank Drafts	15	15	0.00	168,878.42
EFT's	0	0	0.00	0.00
	120	88	0.00	318.210.16

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	2/2024	318,210.16
			318 210 16

3/29/2024 8:40:34 AM Page 3 of 3



City of Talent, OR

Check Report

By Check Number

Date Range: 03/01/2024 - 03/31/2024

1910						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-AP - PC	OOL					
SUPPL001	911 SUPPLY LLC	03/07/2024	Regular	0.00	1,183.51	19361
CARNL001	CARNIGHAN LENCIN	03/07/2024	Regular	0.00	58.00	19362
CINTAS001	CINTAS	03/07/2024	Regular	0.00	183.54	19363
CITYO019	CITY OF MEDFORD	03/07/2024	Regular	0.00	2,404.54	19364
ENGINI0001	ENGINEERING SUPPORT SERVICES	03/07/2024	Regular	0.00	1,111.24	19365
EWING001	EWING	03/07/2024	Regular	0.00	7.22	19366
FEDEX001	FEDEX	03/07/2024	Regular	0.00	14.50	19367
FERGU001	FERGUSON WATERWORKS INC.	03/07/2024	Regular	0.00	4,215.00	19368
NEILG001	GLYNNIS NEILSON	03/07/2024	Regular	0.00	150.00	19369
HDFOW001	HD FOWLER COMPANY INC.	03/07/2024	Regular	0.00	336.54	19370
HDREN001	HDR ENGINEERING, INC	03/07/2024	Regular	0.00	13,158.88	19371
LESSC002	LES SCHWAB INC.	03/07/2024	Regular	0.00	203.96	19372
NEILS001	NEILSON RESEARCH CORP.	03/07/2024	Regular	0.00	315.00	19373
PACIF001	PACIFIC POWER	03/07/2024	Regular	0.00	9,441.80	19374
C&SFI001	POTTER STEVEN	03/07/2024	Regular	0.00	203.91	19375
PRESS001	PRESSURE POINT ROOFING, INC.	03/07/2024	Regular	0.00	375.00	19376
RECOL001	RECOLOGY ASHLAND SANITARY SERVICE INC.	03/07/2024	Regular	0.00	641.30	
REDAR001	RED ARROW PDR LLC	03/07/2024	Regular	0.00	2,100.00	
ROGUZ001	ROGUE SHRED LLC	03/07/2024	Regular	0.00	•	19379
ROGUE003	ROGUE VALLEY SEWER SERVICES	03/07/2024	Regular	0.00	472.55	
SOSAL001	SOS ALARM INC	03/07/2024	Regular	0.00	344.85	
TALEN008	TALENT IRRIGATION DISTRICT	03/07/2024	Regular	0.00	222.60	
BNYME001	THE BANK OF NEW YORK MELLON TRUST CO. N		Regular	0.00	39,215.00	
TYLER001	TYLER TECHNOLOGIES	03/07/2024	Regular	0.00	150.00	
TYREE001	TYREE OIL, INC	03/07/2024	Regular	0.00	473.57	
WCPSO001	WCP SOLUTIONS INC	03/07/2024	Regular	0.00	330.00	
WELLB001	WELBURN ELECTRIC INC.	03/07/2024	Regular	0.00	581.83	
HRAVE001	HRA VEBA TRUST	03/07/2024	Regular	0.00	2,875.00	
NATIO004	NATIONWIDE RETIREMENT SOLUTION	03/14/2024	Regular	0.00	•	19392
TEAMS001		03/14/2024	=	0.00	1,024.00	
	TEAMSTERS LOCAL 223	1. 1.	Regular	0.00	1,360.00	
VANTA001 ORSAV001	VANTAGEPOINT TRANSFER AGENTS 306560	03/14/2024	Regular		•	
	VOYA-STATE OF OREGON PLAN	03/14/2024	Regular	0.00	1,425.00	
BAROA001	ANTHONY S. BARON	03/14/2024	Regular	0.00 0.00	2,932.50	
ASANTO02	ASANTE PHYSICIAN PARTNERS	03/14/2024	Regular		988.00	
TASER001	AXON ENTERPRISE, INC.	03/14/2024	Regular	0.00	1,806.40	
BURNI001	BURNING DIODE, OUTER NEBULA	03/14/2024	Regular	0.00	3,728.70	
	Void	03/14/2024	Regular	0.00		19401
	Void	03/14/2024	Regular	0.00		19402
CITYOOAO	**Void**	03/14/2024	Regular	0.00	0.00	19403
CITYO018	CITY OF ASHLAND	03/14/2024	Regular	0.00	750.00	
DMVSE001	DRIVER AND MOTOR VEHICLE SERVICES	03/14/2024	Regular	0.00		19405
FEDEX001	FEDEX	03/14/2024	Regular	0.00		19406
GLOCK001	GLOCK PROFESSIONAL, INC.	03/14/2024	Regular	0.00	250.00	
HDFOW001	HD FOWLER COMPANY INC.	03/14/2024	Regular	0.00	336.54	
HUNTE001	HUNTER COMMUNICATIONS INC	03/14/2024	Regular	0.00	1,551.29	
JACMP001	JACKSON COUNTY MOTORPOOL	03/14/2024	Regular	0.00		19410
JCROA001	JACKSON COUNTY ROADS	03/14/2024	Regular	0.00	2,300.55	
LESSC002	LES SCHWAB INC.	03/14/2024	Regular	0.00	983.93	
LITHIA002	LITHIA ARTISANS MARKET OF ASHLAND	03/14/2024	Regular	0.00	100.00	
LOCKW001	LOCKWOODS AUTOMOTIVE	03/14/2024	Regular	0.00	163.23	
OFFID001	OFFICE DEPOT INC.	03/14/2024	Regular	0.00	510.37	
ORCON001	OREGON DEPT OF CONSUMER & BUSINESS SER	03/14/2024	Regular	0.00	4,908.77	
PACIF007	PACIFIC OFFICE AUTOMATION, INC.	03/14/2024	Regular	0.00	4,404.00	
RECOL001	RECOLOGY ASHLAND SANITARY SERVICE INC.	03/14/2024	Regular	0.00	39.42	19418

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Check Report Date Range: 03/01/2024 - 03/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
REDAR001	RED ARROW PDR LLC	03/14/2024	Regular	0.00	393.75	19419
RHENG001	RH2 ENGINEERING INC.	03/14/2024	Regular	0.00	15,672.16	19420
ROGUEB09	ROGUE BASIN PARTNERSHIP	03/14/2024	Regular	0.00	100.00	19421
LOHMD001	DAVID H. LOHMAN	03/21/2024	Regular	0.00	7,500.00	19422
HDFOW001	HD FOWLER COMPANY INC.	03/21/2024	Regular	0.00	17.80	19423
HDREN001	HDR ENGINEERING, INC	03/21/2024	Regular	0.00	4,106.65	19424
JCPLA001	JACKSON COUNTY PLANNING AND DEVELOPME	03/21/2024	Regular	0.00	26,279.40	19425
KINGO001	KING OFFICE EQUIPMENT, INC.	03/21/2024	Regular	0.00	1,299.00	19426
LOCKW001	LOCKWOODS AUTOMOTIVE	03/21/2024	Regular	0.00	1,039.87	19427
METRO001	METRO PRESORT INC.	03/21/2024	Regular	0.00	1,150.56	19428
OFFID001	OFFICE DEPOT INC.	03/21/2024	Regular	0.00	303.92	19429
SECUR002	SECURITAS TECHNOLOGY CORPORATION	03/21/2024	Regular	0.00	217.18	19430
WILSO001	WILSON & ASSOCIATES CONSULTING, LLC	03/21/2024	Regular	0.00	60.00	19431
ORPUB003	OREGON PUBLIC EMPLOYEES RETIREMENT SYS	03/15/2024	Bank Draft	0.00	22,725.56	DFT0002359
UNITE002	UNITED STATES TREASURY PR TAX EFT	03/15/2024	Bank Draft	0.00	21,804.30	DFT0002360
ORREV002	OREGON DEPARTMENT OF REVENUE	03/15/2024	Bank Draft	0.00	8,366.84	DFT0002361

Bank Code AP Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	99	64	0.00	168,685.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	3	3	0.00	52,896.70
EFT's	0	0	0.00	0.00
_	102	70	0.00	221.582.25

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All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	99	64	0.00	168,685.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	3	3	0.00	52,896.70
EFT's	0	0	0.00	0.00
	102	70	0.00	221.582.25

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH FUND	3/2024	221,582.25
			221 582 25

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Memorandum

To: Gary Milliman – City Manager
From: Tessa DeLine – Finance Director

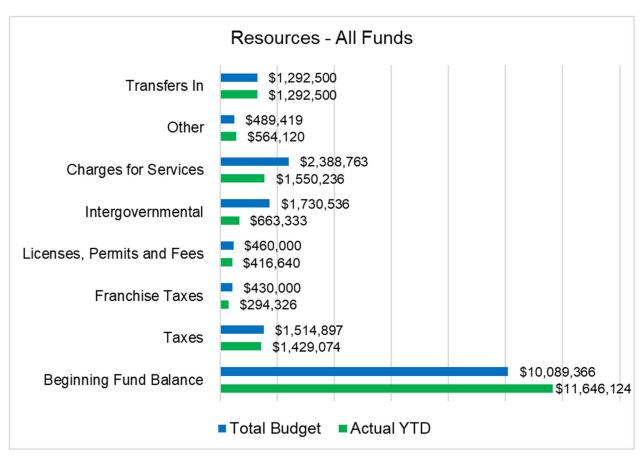
Talent City Council

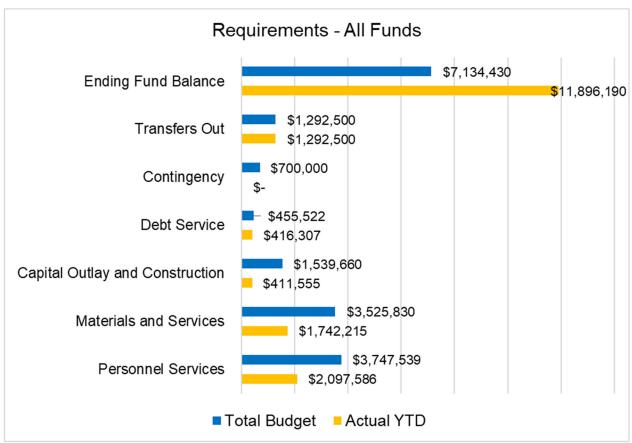
Date: March 29, 2024

Re: January 2024 Financial Packet

Budget Analysis Summary – All Funds

		City of Ta					
		All Fund	_	14			
		January 31	, 202	24			
				Total	Т	otal Budget	%
RESOURCES (2023-2024)	С	urrent YTD		Budget		Variance	Remaining
Taxes		1,429,074		1,514,897		(85,823)	-6%
Franchise Taxes		294,326		430,000		(135,674)	-32%
Licenses, Permits and Fees		416,640		460,000		(43,360)	-9%
Intergovernmental		663,333		1,730,536		(1,067,203)	-62%
Charges for Services		1,550,236		2,388,763		(838,527)	-35%
Fines and Forfeitures		26,820		46,000		(19,180)	-42%
Interest		309,670		291,900		17,770	6%
Miscellaneous		227,630		151,519		76,111	50%
Total Resources from Operations	\$	4,917,729	\$	7,013,615	\$	(2,095,886)	
Beginning Fund Balances		11,646,124		10,089,366		1,556,758	15%
Transfers In		1,292,500		1,292,500		-	0%
Total Other Resources	\$	12,938,624	\$	11,381,866	\$	1,556,758	
TOTAL RESOURCES	\$	17,856,352	\$	18,395,481	\$	(539,129)	-3%
REQUIREMENTS (2023-2024)							
Personnel Services		2,097,586		3,747,539		1,649,953	44%
Materials and Services		1,742,215		3,525,830		1,783,615	51%
Capital Outlay and Construction		411,555		1,539,660		1,128,105	73%
Debt Service		416,307		455,522		39,215	9%
Total Operating Expenses	\$	4,667,662	\$	9,268,551	\$	4,600,889	
Transfers Out		1,292,500		1,292,500		-	0%
Contingency		-		700,000		700,000	100%
Estimated Ending Fund Balances		11,896,190		7,134,430		(4,761,760)	-67%
Total Other Requirements	\$	13,188,690	\$	9,126,930	\$	(4,061,760)	
TOTAL REQUIREMENTS	\$	17,856,352	\$	18,395,481	\$	539,129	3%





		City of Tal	ent				
		General F	und	I			
		January 31,	202	24			
					1	Total Budget	%
RESOURCES (2023-2024)	С	urrent YTD	T	otal Budget		Variance	Remaining
Taxes		1,428,422		1,512,897		(84,475)	-6%
Franchise Taxes		294,326		430,000		(135,674)	-32%
Licenses, Permits and Fees		415,658		460,000		(44,342)	-10%
Intergovernmental		370,345		1,200,936		(830,591)	-69%
Charges for Services		91,734		164,963		(73,229)	-44%
Fines and Forfeitures		26,820		46,000		(19,180)	-42%
Interest		138,584		152,000		(13,416)	-9%
Miscellaneous		202,756		77,600		125,156	161%
Total Resources from Operations	\$	2,968,644	\$	4,044,396	\$	(1,075,752)	-27%
Beginning Fund Balance		6,381,582		5,418,127		963,455	18%
Total Other Resources		6,381,582		5,418,127		963,455	
TOTAL RESOURCES	\$	9,350,226	\$	9,462,523	\$	(112,297)	-1%
REQUIREMENTS (2023-2024)							
Personnel Services		1,545,264		2,808,224		1,262,960	45%
Materials and Services		1,139,284		2,247,695		1,108,411	49%
Capital Outlay and Construction		31,894		31,000		(894)	-3%
Total Operating Expenses	\$	2,716,442	\$	5,086,919	\$	2,370,477	
Transfers Out		1,200,000		1,200,000		-	0%
Contingency		-		250,000		250,000	100%
Estimated Ending Fund Balance		5,433,786		2,925,604		(2,508,182)	-86%
Total Other Requirements		6,633,786		4,375,604		(2,258,182)	
TOTAL REQUIREMENTS	\$	9,350,226	\$	9,462,523	\$	112,297	1%

The largest resource collected to date is Tax Revenue in the amount of \$1.4M. The bulk of the Tax Revenue is collected in November with smaller amounts occurring throughout the year. Intergovernmental Revenue has an unfavorable variance of \$831K. Interest Revenue is higher than anticipated due to steadily increasing rates in the Local Government Investment Pool. The Beginning Fund Balance has a favorable \$1M variance. This is likely due to a conservative estimate during the budget process.

Total Operating Expense is under budget YTD by \$2.3M. Higher than expected pay increases for union negotiations, payroll-related expenditures, and staff turnover in the General Fund will likely trigger the preparation of a supplemental budget in the late spring of 2024. Budgeted transfers in the amount of \$1.2M were made in July. The estimated ending fund Balance currently has a \$2.5M favorable variance.

	City of Talent Parks Fund											
		January 31,	20	24								
						Total Budget	%					
RESOURCES (2023-2024)	(Current YTD	7	Total Budget		Variance	Remaining					
Taxes		652		2,000		(1,348)	0%					
Intergovernmental		26,601		24,600		2,001	8%					
Charges for Services		166,376		240,000		(73,624)	-31%					
Interest		10,036		8,000		2,036	25%					
Miscellaneous		-		8,213		(8,213)	-100%					
Total Resources from Operations	\$	203,665	\$	282,813	\$	(79,148)						
Beginning Fund Balance		362,999		327,217		35,782	11%					
Total Other Resources		362,999		327,217		35,782						
TOTAL RESOURCES	\$	566,664	\$	610,030	\$	(43,366)	-7%					
REQUIREMENTS (2023-2024)												
Personnel Services		79,521		197,364		117,843	60%					
Materials and Services		29,908		84,635		54,727	65%					
Capital Outlay and Construction		1,502		4,645		3,144	68%					
Total Operating Expenses		110,930		286,644		175,714						
Transfers		-		-		-	0%					
Contingency		-		50,000		50,000	100%					
Estimated Ending Fund Balance		455,733		273,386		(182,347)	-67%					
Total Other Requirements		455,733		323,386		(132,347)						
TOTAL REQUIREMENTS	\$	566,664	\$	610,030	\$	43,366	7%					

Parks Fees (Charges for Services) in the amount of \$166K make up the bulk of resources in the Parks Fund. These fees are included in the monthly utility bill. Intergovernmental revenue of \$27K is from marijuana and state highway taxes.

Requirements

Total Operating Expense is under budget to date by \$176K. Contingency of \$50K remains untouched, and the Estimated Ending Fund Balance of \$456K has a favorable variance of \$182K.

		City of Tal	en	t			
		Street Fu	nd				
		January 31,	20	24			
					-	Total Budget	%
RESOURCES (2023-2024)	C	Current YTD	7	Total Budget		Variance	Remaining
Licenses, Permits and Fees		982		-		982	0%
Intergovernmental		266,386		450,000		(183,614)	-41%
Charges for Services		122,813		216,800		(93,987)	-43%
Interest		29,823		26,000		3,823	15%
Miscellaneous		24,761		32,853		(8,092)	-25%
Total Resources from Operations	\$	444,766	\$	725,653	\$	(280,887)	
Beginning Fund Balance		1,110,230		988,774		121,456	12%
Total Other Resources		1,110,230		988,774		121,456	
TOTAL RESOURCES	\$	1,554,996	\$	1,714,427	\$	(159,431)	-9%
REQUIREMENTS (2023-2024)							
Personnel Services		155,366		286,389		131,023	46%
Materials and Services		119,906		391,950		272,044	69%
Capital Outlay and Construction		8,331		-		(8,331)	0%
Total Operating Expenses		283,602		678,339		394,737	
Transfers		92,500		92,500		-	0%
Contingency		-		250,000		250,000	100%
Estimated Ending Fund Balance		1,178,893		693,588		(485,305)	-70%
Total Other Requirements		1,271,393		1,036,088		(235,305)	
TOTAL REQUIREMENTS	\$	1,554,996	<u>\$</u>	1,714,427	<u>\$</u>	159,431	9%

The largest number of Resources collected to date is from Intergovernmental Revenues in the amount of \$266K for state highway gas taxes. The next source of revenue is for Charges for Services in the amount of \$123K. This is mostly from Street Utility Fees that are part of the monthly utility bills.

Requirements

Total Operating Expenses of \$284K has a favorable variance of \$395K. The \$250K Contingency remained unspent. Budgeted Transfers in the amount of \$93K were completed in the month of July. Currently, the Estimating Ending Fund Balance of \$1.2M has a favorable variance of \$485K.

City of Talent												
		SDC Fur										
January 31, 2024												
					-	Total Budget	%					
RESOURCES (2023-2024)	(Current YTD	Т	otal Budget		Variance	Remaining					
Charges for Services		131,227		155,000		(23,773)	-15%					
Interest		42,050		39,900		2,150	5%					
Total Resources from Operations	\$	173,277	\$	194,900	\$	(21,623)						
Beginning Fund Balance		1,461,188		1,163,249		297,939	26%					
Total Other Resources	\$	1,461,188	\$	1,163,249	\$	297,939						
TOTAL RESOURCES	\$	1,634,465	\$	1,358,149	\$	276,316	20%					
REQUIREMENTS (2023-2024)												
Transfers Out		-		-		-						
Estimated Ending Fund Balance		1,634,465		1,358,149		(276,316)	-20%					
Total Other Requirements	\$	1,634,465	\$	1,358,149	\$	(276,316)	-20%					
TOTAL REQUIREMENTS	\$	1,634,465	\$	1,358,149	\$	(276,316)	-20%					

The largest amount of Resources collected to date is from Charges for Services (Systems Development Charges) in the amount of \$131K. Interest Revenue has steadily increased due to the rising yields for investments in the Local Government Investment Pool. It is anticipated that there will be a slowdown in the collection of SDC's in the 2023-2024 fiscal year. The anticipated slowdown will likely be contributed to the increased cost of building materials and increases in lending/home mortgage rates.

Requirements

There were no budgeted transfers from the SDC fund in the 2023-24 fiscal year. The Estimated Ending Fund Balance of \$1.6M has a \$276K favorable variance.

		City of Ta	ent				
Ca	pital l	mprovement					
		January 31,	2024	1			
					1	otal Budget	%
RESOURCES (2023-2024)	C	urrent YTD	To	tal Budget		Variance	Remaining
Intergovernmental		-		15,000		(15,000)	-100%
Interest		79,781		57,000		22,781	40%
Miscellaneous		-		-		-	0%
Total Resources from Operations	\$	79,781	\$	72,000	\$	7,781	
 Beginning Fund Balance		1,914,005		1,833,886		80,119	4%
Transfers In		1,292,500		1,292,500		-	0%
Total Other Resources	\$	3,206,505	\$	3,126,386	\$	80,119	
TOTAL RESOURCES	\$	3,286,286	\$	3,198,386	\$	87,900	3%
REQUIREMENTS (2023-2024)							
Miscellaneous		-				-	-
Capital Outlay and Construction		365,779		1,500,115		1,134,336	75.6%
Total Capital Expenses	\$	365,779	\$	1,500,115	\$	1,134,336	
Estimated Ending Fund Balance		2,920,507		1,698,271		(1,222,236)	-72%
Total Other Requirements	\$	2,920,507	\$	1,698,271	\$	(1,222,236)	
TOTAL REQUIREMENTS	\$	3,286,286	\$	3,198,386	\$	(87,900)	-3%

The largest number of Resources collected to date is the \$1.3M in interfund transfers. In addition, \$80K of Interest was earned in the Local Government Investment Pool.

Requirements

\$365K was paid out in Capital Outlay and Construction since July 1st. Total Capital Expense has a \$1.3M favorable variance. Active projects include the Kamerin Springs Restroom, Police Car purchase, and the West Valley View Road Reprofile. The Chuck Roberts Tennis Court Relocation Project has been placed on the backburner to redirect ARPA grant funding to the system wide replacement of water meters in the 2024-25 fiscal year. The ARPA Transfers for the Old Town Skate Park Improvements and for the permanent solution for Foss Road will be redirected to the system wide replacement of water meters. Temporary repairs to Foss Road are expected to begin in the spring of 2024 and those repairs will be funded through the Street Fund.

	City of Talent Fiscal Year 2023-24 Capital Improvement Project List										
Project Number	Project Description	Beginning Balance 2023-24		TD Interfund Transfers	YTD Revenue	s E	YTD Expenditures		Ending Balance		
General Pro											
G0000	General Projects Reserve	45,337		-	-		-		45,337		
G0001 G0002	HVAC - City Hall Maintenance Public Works - Generator	-		-	-		- 53,945		(53,945)		
10001	Interest Tracking	_		_	79,7	81	33,943		79,781		
10001	General Projects YTD Actual	\$ 45,337	\$	-		81 \$	53,945	\$	71,173		
	General Projects Total Budget	\$ 45,337	\$	-		00 9		\$	72,337		
	General Projects Variance	\$ -	\$	-	\$ 22,7	81 \$	(23,945)	\$	(1,164)		
Parks Proje											
P0000	Parks Projects Reserve	16,613		-	-		-		16,613		
P0001	Chuck Roberts Splash Pad	190,776							190,776		
P0002	Lynn Newbry Park Improvements Old Town Park (Skate Park) Improvements ***	30,000		440.000	-		-		30,000		
P0003 P0004	Chuck Roberts Tennis Court Relocation ***	-		440,000 385,000	•		-		440,000 385,000		
P0004	Creekside Park (Creekside Way & Talent Avenue)	5,000		303,000			-		5,000		
P0008	Kamerin Springs Restroom	160,000		_	-		127,218		32,782		
	Parks Projects YTD Actual	\$ 402,389	\$	825,000	\$ -			\$	1,100,171		
	Parks Projects Total Budget	\$ 402,389	\$	825,000	\$ -	,	1,010,265	\$	217,124		
	Parks Projects Variance	\$ -	\$	-	\$ -	,	883,047	\$	883,047		
Stormwater											
S0000	Storm Water Projects Reserve	-		-	-		-		-		
S0001	First Street Storm Drain Rehabilitation	150,000		-			-	_	150,000		
	Stormwater Projects YTD Actual		\$	-	\$ -			\$	150,000		
	Stormwater Projects Total Budget		\$	-	\$ -			\$	150,000		
Transports	Stormwater Projects Variance	\$ -	\$		\$ -		-	\$	-		
TREES	tion Projects Tree Planting Irrigation			25,000			_		25,000		
T0000	Transportation Projects Reserve	166,067		25,000					166,067		
T0001B	Wagner Str Wagner Creek Road to First Str.	-		50,000			_		50,000		
T0001C	Wagner Str Railroad Crossing to John Str.	-		17,500			-		17,500		
T0002	Foss Road - Wagner Creek Road to City Limits ***	-		375,000			-		375,000		
	Transportation Projects YTD Actual	\$ 166,067	\$	467,500	\$ -	,	-	\$	633,567		
	Transportation Projects Total Budget	\$ 166,067		467,500		00 5		\$	648,567		
	Transportation Projects Variance	\$ -	\$	-	\$ (15,0	00) \$	·	\$	(15,000)		
Flact Valsia	les and Farrings of										
F00PD	les and Equipment Police Fleet Reserve	_		_					_		
F00PW	Public Works Fleet Reserve	37,034		-			-		37,034		
F0001	Police Car	75,000		_			74,769		231		
F0002	Police Car	26,750		_	-		-		26,750		
F0003	Public Works Truck	60,000		-	-		89,750		(29,750)		
	Fleet Vehicles and Equipment Projects YTD Actual	\$ 198,784	\$	-	\$ -	,	164,519	\$	34,265		
	Fleet Vehicles and Equipment Projects Total Budget	\$ 198,784	\$	-	\$ -		- ,	\$	37,034		
	Fleet Vehicles and Equipment Projects Variance	\$ -	\$	<u> </u>	\$ -		(2,769)	\$	(2,769)		
Water Proje		000 000 00							000.000		
W0000	Water Projects Reserve	203,388.00		-			-		203,388		
045 W0001	West Valley View Reprofile Asbestos Concrete Line Replacement	244 924		-	-		4,009		(4,009)		
W0001 W0002	West Valley View Road Transmission Main	244,821 60,000		•			- 12,714		244,821 47,286		
W0002 W0003	Large Meter Replacement	25,000					14,714		25,000		
W0003	Update Scada System	100,000					3,376		96,624		
W0005	TAP System Telemetry Summary Report	5,000		_			-		5,000		
W0006	TAP Distribution - Regional BPS Programming Updates	11,700		-			-		11,700		
W0007	TAP Distribution - Regional BPS Short-Term Expansion	17,000		-			-		17,000		
W0008	Talent BPS Small Pump Installation	17,000		-			-		17,000		
W0009	Talent BPS Programming Updates	8,400		-			-		8,400		
W0010	Talent BPS Generator Upgrade	175,000		-			-		175,000		
W0011	Talent BPS Additional Hydraulic Analysis	4,000	_	-	•			•	4,000		
	Water Projects YTD Actual Water Projects Total Budget			-	\$ - \$ -			\$ \$	851,211 573,209		
	Water Projects Total Budget Water Projects Variance	\$ 871,309	\$	<u> </u>	\$ -			» \$	278,002		
	Tracer Projects Variance		پ		•	•	210,002	-	210,002		
	TOTAL PROJECTS YTD ACTUAL	\$ 1,833,886	\$	1,292,500	\$ 79,7	81 \$	365,779	\$	2,840,388		
	TOTAL PROJECTS BUDGET			1,292,500		00 9			1,698,271		
	TOTAL VARIANCE	-	\$	-	\$ 7,7	81 \$	1,134,336	\$	1,142,117		

^{***} Current balance expected to be reclassed to the water meter replacement project in 2024-25

		City of Ta					
		Water Fu		24			
		January 31,	202	24			
					٦	Total Budget	%
RESOURCES (2023-2024)	(Current YTD	T	otal Budget		Variance	Remaining
Intergovernmental		-		40,000		(40,000)	-100%
Charges for Services		1,038,086		1,612,000		(573,914)	-36%
Interest		9,396		9,000		396	4%
Miscellaneous		113		32,853		(32,740)	-100%
Total Resources from Operations	\$	1,047,595	\$	1,693,853	\$	(646,258)	
Beginning Fund Balance		384,215		358,113		26,102	7%
Total Other Resources	\$	384,215	\$	358,113	\$	26,102	
TOTAL RESOURCES	\$	1,431,810	\$	2,051,966	\$	(620,156)	-30%
REQUIREMENTS (2023-2024)							
Personnel Services		317,436		455,562		138,126	30%
Materials and Services		453,116		801,550		348,434	43%
Capital Outlay and Construction		4,050		3,900		(150)	-4%
Debt Service		416,307		455,522		39,215	9%
Total Operating Expenses	\$	1,190,908	\$	1,716,534	\$	525,626	
Transfers		-		-		-	0%
Contingency		-		150,000		150,000	100%
Estimated Ending Fund Balance		240,902		185,432		(55,470)	-30%
Total Other Requirements	\$	240,902	\$	335,432	\$	94,530	
TOTAL REQUIREMENTS	\$	1,431,810	\$	2,051,966	\$	620,156	30%

The largest number of Resources collected to date is from Charges for Services in the amount of \$1M. This is from water revenue and new water service connections.

Requirements

Total Operating Expenses of \$1.2M has a \$525K favorable variance. Contingency remains untouched at \$150K. The Estimated Ending Fund Balance of \$241K is at the lowest level in a decade. It is expected to decrease in the next few months due to the seasonality of charges for water service. Staff will have to watch to make sure that the Water Fund does not incur a negative fund balance. If this was to occur, it would likely be in the months of February through March. Plans to address this possible issue have been formulated.

		City of Ta	ent				
		Go Bond F	und				
		January 31,	2024				
					То	tal Budget	%
RESOURCES (2023-2024)	Cui	rrent YTD	Tota	l Budget	1	/ariance	Remaining
Taxes		-		-		-	0%
Interest		-		-		-	0%
Total Resources from Operations	\$	-	\$	-	\$	-	
Beginning Fund Balance		31,905		_		31,905	0%
Total Other Resources	\$	31,905	\$	-	\$	31,905	
TOTAL RESOURCES	\$	31,905	\$		\$	31,905	0%
REQUIREMENTS (2023-2024)							
Transfers Out		-		-		-	0%
Estimated Ending Fund Balance		31,905		-		(31,905)	0%
Total Other Requirements	\$	31,905	\$	-	\$	(31,905)	0%
TOTAL REQUIREMENTS	\$	31,905	\$		\$	(31,905)	0%

The only resource in the Go Bond Fund is a Beginning Fund Balance of \$32K. This amount will be transferred to the Water Fund when a supplemental budget is adopted in the 2023-24 fiscal year.

Requirements

The only requirement is the Estimated Ending Fund Balance of \$32K.

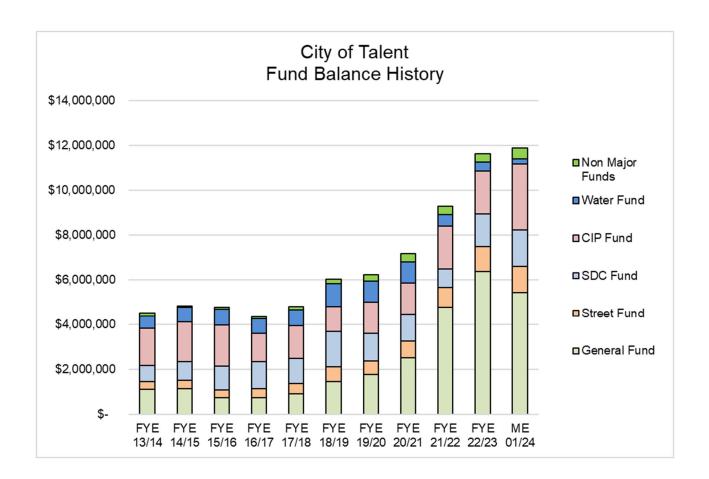
City of Tale Cash, Investments, and De January 31, 2	bt		vice Reca	р		
Cash and Investments						
Checking Accounts Local Government Investment Pool Total Cash and Investments				\$ \$	3alance 561,452.69 11,528,126.02 12,089,578.71	Interest Rate 0.01% 5.00%
Debt Service						
LOCAP COP 2013B-Talent (Consolidation of 4 bond issua Principal amount as of 9/15/13 Principal paid Balance as of 1/31/24	nce	es)			3,525,000.00 (1,280,000.00) 2,245,000.00	Aggregate Interest Rate 3.45%
Semiannual payments March & September until 9/15/29 Semiannual payments thereafter until 2035 Prepayment #1 due 9/15/30	\$ \$ \$		39,215.00 18,900.00 95,000.00			
Prepayment #2 due 9/15/35			50,000.00			
OCED Safe Drinking Water Loan - TAP Intertie Principal amount as of 12/29/20 Principal paid			·	_	2,000,000.00 (1,279,344.00)	Interest Rate 1%
Balance as of 1/31/24 Annual payments on 12/1 until 12/1/31	\$		84,129.75	\$	720,656.00	
S18005 - Safe Drinking Water Loan - New Reservoir Principal amount as of 12/29/20 Principal paid Balance as of 1/31/24				\$	3,609,000.00 (205,627.00) 3,403,373.00	Interest Rate 1%
Annual payments on 12/1 until 12/1/50	\$	5 1	39,961.78			
Total Loans owed by the City of Talent				\$	6,369,029.00	

Cash and Investments

The interest rate in the Local Government Investment Pool is earning 5%, the highest rate of return in several years.

Debt Service

It is important to note that there are two - \$1.1M balloon payments scheduled to be due in the years 2030 and 2035. Staff will be looking to budget and pay larger debt payments in future years to avoid the impact of those sizable balloon payments.



	Fund Balance History														
	Ge	neral Fund	S	treet Fund		SDC Fund		CIP Fund	W	ater Fund	Non	Major Funds	Т	otal Funds	
FYE 13/14	\$	1,106,467	\$	348,472	\$	705,292	\$	1,681,001	\$	533,789	\$	142,261	\$	4,517,282	
FYE 14/15	\$	1,127,454	\$	384,574	\$	837,994	\$	1,772,646	\$	650,864	\$	66,161	\$	4,839,693	
FYE 15/16	\$	727,783	\$	366,205	\$	1,045,487	\$	1,826,313	\$	718,783	\$	76,395	\$	4,760,966	
FYE 16/17	\$	748,009	\$	391,560	\$	1,195,072	\$	1,276,786	\$	650,372	\$	86,648	\$	4,348,447	
FYE 17/18	\$	910,262	\$	460,380	\$	1,128,906	\$	1,431,544	\$	741,911	\$	126,871	\$	4,799,874	
FYE 18/19	\$	1,466,303	\$	644,987	\$	1,581,921	\$	1,094,762	\$	1,040,380	\$	192,582	\$	6,020,935	
FYE 19/20	\$	1,774,210	\$	594,654	\$	1,240,762	\$	1,379,143	\$	970,818	\$	258,567	\$	6,218,154	
FYE 20/21	\$	2,522,154	\$	729,627	\$	1,198,872	\$	1,415,376	\$	951,720	\$	351,955	\$	7,169,704	
FYE 21/22	\$	4,776,616	\$	896,658	\$	824,248	\$	1,920,484	\$	502,400	\$	380,381	\$	9,300,787	
FYE 22/23	\$	6,381,582	\$	1,110,230	\$	1,461,188	\$	1,914,005	\$	384,215	\$	394,904	\$	11,646,124	
ME 01/24	\$	5,433,786	\$	1,178,893	\$	1,634,465	\$	2,920,507	\$	240,902	\$	487,638	\$	11,896,191	

Glossary

Assessments – Revenues derived from late fees.

Capital Outlay and Construction – Expenses for items that cost more than \$5,000. Includes items such as buildings, vehicles, equipment, water mains, streets, and land.

Charges for Services – Revenues derived from items such as systems development charges and water utility billings.

Contingency – A provision set aside for an unforeseen event or circumstance.

Fines and Forfeitures – Revenues derived from penalties such as traffic tickets or code enforcement.

Franchise Taxes – Taxes charged by the City of Talent to other organizations or utilities to do business in the City of Talent. Examples of organizations that pay franchise fees include: Recology, Avista, Pacific Power, and Roque Valley Sewer Service.

Fund Balance – The difference between a fund's assets and its liabilities. For cash basis accounting it is generally cash and investments on hand.

Interest – Interest revenues from the Local Government Investment Pool (LGIP) and bank accounts.

Intergovernmental – Revenues derived from items such as intergovernmental grants (Federal and State), FEMA reimbursements, and other miscellaneous reimbursements.

Licenses Permits and Fees – Revenues derived from items such as business licenses, building permits, and fees.

Materials and Services – Includes expenses such as contract services, materials, supplies, utilities, gas, tools, and many other items.

Operating Expense – Expenses incurred through the normal course of business operations.

Personnel Services – Expenses associated with payroll and payroll related activities. It includes expenses such as salaries, social security, Medicare, workers compensation, health and dental Insurance, PERS retirement, and life insurance.

Requirements – Total of any anticipated expenses, transfers out and ending fund balance.

Resources – Total of beginning fund balance plus any anticipated revenues or monies to be received.

Taxes - The amount of property taxes collected by the City of Talent. Most property taxes are collected in November of every year. Delinquent taxes are collected monthly.



Memorandum

To: Gary Milliman – City Manager
From: Tessa DeLine – Finance Director

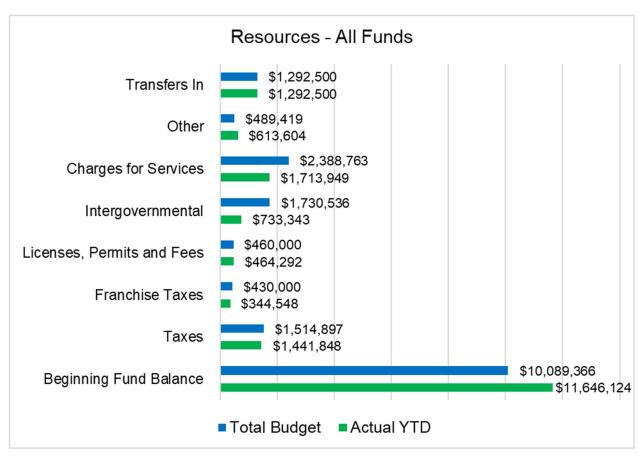
Talent City Council

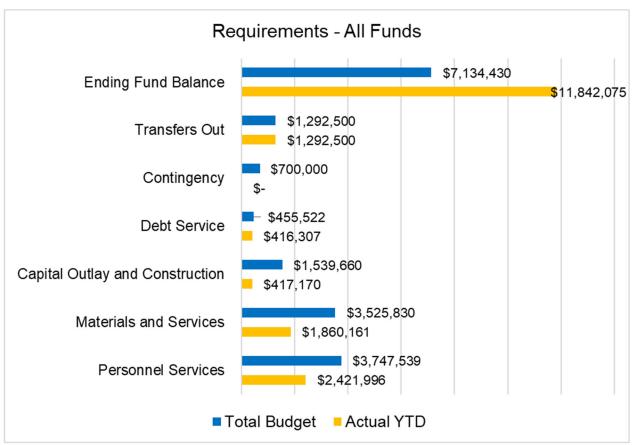
Date: March 29, 2024

Re: February 2024 Financial Packet

Budget Analysis Summary – All Funds

		City of Ta				
		All Fund February 29	24			
			Total	T	otal Budget	%
RESOURCES (2023-2024)	С	urrent YTD	Budget		Variance	Remaining
Taxes		1,441,848	1,514,897		(73,049)	-5%
Franchise Taxes		344,548	430,000		(85,452)	-20%
Licenses, Permits and Fees		464,292	460,000		4,292	1%
Intergovernmental		733,343	1,730,536		(997, 193)	-58%
Charges for Services		1,713,949	2,388,763		(674,814)	-28%
Fines and Forfeitures		31,448	46,000		(14,552)	-32%
Interest		356,195	291,900		64,295	22%
Miscellaneous		225,961	151,519		74,442	49%
Total Resources from Operations	\$	5,311,585	\$ 7,013,615	\$	(1,702,030)	
Beginning Fund Balances		11,646,124	10,089,366		1,556,758	15%
Transfers In		1,292,500	1,292,500		-	0%
Total Other Resources	\$	12,938,624	\$ 11,381,866	\$	1,556,758	
TOTAL RESOURCES	<u>\$</u>	18,250,208	\$ 18,395,481	\$	(145,273)	-1%
REQUIREMENTS (2023-2024)						
Personnel Services		2,421,996	3,747,539		1,325,543	35%
Materials and Services		1,860,161	3,525,830		1,665,669	47%
Capital Outlay and Construction		417,170	1,539,660		1,122,490	73%
Debt Service		416,307	455,522		39,215	9%
Total Operating Expenses	\$	5,115,633	\$ 9,268,551	\$	4,152,918	
Transfers Out		1,292,500	1,292,500		_	0%
Contingency		-	700,000		700,000	100%
Estimated Ending Fund Balances		11,842,075	7,134,430		(4,707,645)	-66%
Total Other Requirements	\$	13,134,575	\$ 9,126,930	\$	(4,007,645)	
TOTAL REQUIREMENTS	\$	18,250,208	\$ 18,395,481	\$	145,273	1%





		City of Tal	len	t			
		General F	und	d			
		February 29	, 20	024			
					-	Total Budget	%
RESOURCES (2023-2024)	С	urrent YTD	-	Total Budget		Variance	Remaining
Taxes		1,441,188		1,512,897		(71,709)	-5%
Franchise Taxes		344,548		430,000		(85,452)	-20%
Licenses, Permits and Fees		462,822		460,000		2,822	1%
Intergovernmental		404,810		1,200,936		(796, 126)	-66%
Charges for Services		104,903		164,963		(60,060)	-36%
Fines and Forfeitures		31,448		46,000		(14,552)	-32%
Interest		160,223		152,000		8,223	5%
Miscellaneous		226,608		77,600		149,008	192%
Total Resources from Operations	\$	3,176,549	\$	4,044,396	\$	(867,847)	-21%
Beginning Fund Balance		6,381,582		5,418,127		963,455	18%
Total Other Resources		6,381,582		5,418,127		963,455	
TOTAL RESOURCES	\$	9,558,131	\$	9,462,523	\$	95,608	1%
REQUIREMENTS (2023-2024)							
Personnel Services		1,802,822		2,808,224		1,005,402	36%
Materials and Services		1,197,040		2,247,695		1,050,655	47%
Capital Outlay and Construction		32,989		31,000		(1,989)	-6%
Total Operating Expenses	\$	3,032,850	\$	5,086,919	\$	2,054,069	
Transfers Out		1,200,000		1,200,000		-	0%
Contingency		-		250,000		250,000	100%
Estimated Ending Fund Balance		5,325,283		2,925,604		(2,399,679)	-82%
Total Other Requirements		6,525,283		4,375,604		(2,149,679)	
TOTAL REQUIREMENTS	\$	9,558,131	\$	9,462,523	\$	(95,608)	-1%

The largest resource collected to date is Tax Revenue in the amount of \$1.4M. The bulk of the Tax Revenue is collected in November with smaller amounts occurring throughout the year. Intergovernmental Revenue has an unfavorable variance of \$831K. Interest Revenue is higher than anticipated due to steadily increasing rates in the Local Government Investment Pool. The Beginning Fund Balance has a favorable \$1M variance. This is likely due to a conservative estimate during the budget process.

Total Operating Expense is under budget YTD by \$2.1M. Higher than expected pay increases for union negotiations, payroll-related expenditures, and staff turnover in the General Fund will likely trigger the preparation of a supplemental budget in the late spring of 2024. Budgeted transfers in the amount of \$1.2M were made in July. The estimated ending fund Balance currently has a \$2.4M favorable variance.

		City of Tal	len	it			
		Parks Fu	nd				
		February 29	, 2	024			
					-	Total Budget	%
RESOURCES (2023-2024)	(Current YTD		Total Budget		Variance	Remaining
Taxes		661		2,000		(1,339)	0%
Intergovernmental		26,957		24,600		2,357	10%
Charges for Services		193,197		240,000		(46,803)	-20%
Interest		11,836		8,000		3,836	48%
Miscellaneous		-		8,213		(8,213)	-100%
Total Resources from Operations	\$	232,651	\$	282,813	\$	(50,162)	
Beginning Fund Balance		362,999		327,217		35,782	11%
Total Other Resources		362,999		327,217		35,782	
TOTAL RESOURCES	\$	595,650	\$	610,030	\$	(14,380)	-2%
REQUIREMENTS (2023-2024)							
Personnel Services		91,234		197,364		106,130	54%
Materials and Services		38,135		84,635		46,500	55%
Capital Outlay and Construction		6,022		4,645		(1,377)	-30%
Total Operating Expenses		135,390		286,644		151,254	
Transfers		-		-		-	0%
Contingency		-		50,000		50,000	100%
Estimated Ending Fund Balance		460,258		273,386		(186,872)	-68%
Total Other Requirements		460,258		323,386		(136,872)	
TOTAL REQUIREMENTS	\$	595,650	\$	610,030	\$	14,380	2%

Parks Fees (Charges for Services) in the amount of \$193K make up the bulk of resources in the Parks Fund. These fees are included in the monthly utility bill. Intergovernmental revenue of \$27K is from marijuana and state highway taxes.

Requirements

Total Operating Expense is under budget to date by \$151K. Contingency of \$50K remains untouched, and the Estimated Ending Fund Balance of \$460K has a favorable variance of \$187K.

		City of Tal	len	t			
		Street Fu	nd				
		February 29	, 20	024			
					-	Total Budget	%
RESOURCES (2023-2024)	(Current YTD	•	Total Budget		Variance	Remaining
Licenses, Permits and Fees		1,470		-		1,470	0%
Intergovernmental		301,576		450,000		(148,424)	-33%
Charges for Services		141,659		216,800		(75,141)	-35%
Interest		34,479		26,000		8,479	33%
Miscellaneous		-		32,853		(32,853)	-100%
Total Resources from Operations	\$	479,184	\$	725,653	\$	(246,469)	
Beginning Fund Balance		1,110,230		988,774		121,456	12%
Total Other Resources		1,110,230		988,774		121,456	
TOTAL RESOURCES	\$	1,589,414	<u>\$</u>	1,714,427	\$	(125,013)	-7%
REQUIREMENTS (2023-2024)							
Personnel Services		172,275		286,389		114,114	40%
Materials and Services		136,377		391,950		255,573	65%
Capital Outlay and Construction		8,331		-		(8,331)	0%
Total Operating Expenses		316,983		678,339		361,356	
Transfers		92,500		92,500		-	0%
Contingency		-		250,000		250,000	100%
Estimated Ending Fund Balance		1,179,931		693,588		(486,343)	-70%
Total Other Requirements		1,272,431		1,036,088		(236,343)	
TOTAL REQUIREMENTS	\$	1,589,414	\$	1,714,427	\$	125,013	7%

The largest number of Resources collected to date is from Intergovernmental Revenues in the amount of \$302K for state highway gas taxes. The next source of revenue is for Charges for Services in the amount of \$142K. This is mostly from Street Utility Fees that are part of the monthly utility bills.

Requirements

Total Operating Expenses of \$317K has a favorable variance of \$361K. The \$250K in Contingency remains unspent. Budgeted Transfers in the amount of \$93K were completed in the month of July. Currently, the Estimating Ending Fund Balance of \$1.2M has a favorable variance of \$486K.

		City of Tal	ent				
		SDC Fur					
		February 29	, 202	24			
					1	Γotal Budget	%
RESOURCES (2023-2024)	C	Current YTD	T	otal Budget		Variance	Remaining
Charges for Services		131,227		155,000		(23,773)	-15%
Interest		48,006		39,900		8,106	20%
Total Resources from Operations	\$	179,233	\$	194,900	\$	(15,667)	
Beginning Fund Balance		1,461,188		1,163,249		297,939	26%
Total Other Resources	\$	1,461,188	\$	1,163,249	\$	297,939	
TOTAL RESOURCES	\$	1,640,421	\$	1,358,149	\$	282,272	21%
REQUIREMENTS (2023-2024)							
Transfers Out		-		-			
Estimated Ending Fund Balance		1,640,421		1,358,149		(282,272)	-21%
Total Other Requirements	\$	1,640,421	\$	1,358,149	\$	(282,272)	-21%
TOTAL REQUIREMENTS	\$	1,640,421	\$	1,358,149	\$	(282,272)	-21%

The largest amount of Resources collected to date is from Charges for Services (Systems Development Charges) in the amount of \$131K. No SDC's were collected in the month of February. Interest Revenue has steadily increased due to the rising yields for investments in the Local Government Investment Pool. It is anticipated that there will be a slowdown in the collection of SDC's in the 2023-2024 fiscal year. The anticipated slowdown will likely be contributed to the increased cost of building materials and increases in lending/home mortgage rates.

Requirements

There were no budgeted transfers from the SDC fund in the 2023-24 fiscal year. The Estimated Ending Fund Balance of \$1.6M has a \$282K favorable variance.

		City of Ta	ent				
Ca	pital I	mprovement	Proj	ects Fund			
		February 29	, 202	4			
					7	otal Budget	%
RESOURCES (2023-2024)	C	urrent YTD	To	tal Budget		Variance	Remaining
Intergovernmental		-		15,000		(15,000)	-100%
Interest		91,314		57,000		34,314	60%
Miscellaneous		-		-		-	0%
Total Resources from Operations	\$	91,314	\$	72,000	\$	19,314	
Beginning Fund Balance		1,914,005		1,833,886		80,119	4%
Transfers In		1,292,500		1,292,500		· -	0%
Total Other Resources	\$	3,206,505	\$	3,126,386	\$	80,119	
TOTAL RESOURCES	\$	3,297,819	\$	3,198,386	\$	99,433	3%
REQUIREMENTS (2023-2024)							
Miscellaneous		-				-	-
Capital Outlay and Construction		365,779		1,500,115		1,134,336	75.6%
Total Capital Expenses	\$	365,779	\$	1,500,115	\$	1,134,336	
Estimated Ending Fund Balance		2,932,040		1,698,271		(1,233,769)	-73%
Total Other Requirements	\$	2,932,040	\$	1,698,271	\$	(1,233,769)	
TOTAL REQUIREMENTS	\$	3,297,819	\$	3,198,386	\$	(99,433)	-3%

The largest number of Resources collected to date is the \$1.3M in interfund transfers. In addition, \$91K of Interest was earned in the Local Government Investment Pool.

Requirements

\$366K was paid out in Capital Outlay and Construction since July 1st. Total Capital Expense has a \$1.1M favorable variance. There have been no active projects during the month of February. The Chuck Roberts Tennis Court Relocation Project has been placed on the backburner to redirect ARPA grant funding to the system wide replacement of water meters in the 2024-25 fiscal year. The ARPA Transfers for the Old Town Skate Park Improvements and for the permanent solution for Foss Road will be redirected to the system wide replacement of water meters. Alternative funding for Chuck Robers Tennis Courts and the Skate Park will be sought. Temporary repairs to Foss Road are expected to begin in the spring of 2024 and those repairs will be funded through the Street Fund.

		City of Talent cal Year 2023-2	4							
	Capital Im	provement Pro	jec	t List						
Project Number	Project Description	Beginning Balance 2023-24	Y	TD Interfund Transfers	Re	YTD venues	Exp	YTD penditures		Ending Balance
General Pro										
G0000	General Projects Reserve	45,337		-		-		-		45,337
G0001 G0002	HVAC - City Hall Maintenance Public Works - Generator	-		-		-		- 53,945		(53,945)
10001	Interest Tracking	_		-		91,314		-		91,314
	General Projects YTD Actual	\$ 45,337	\$	-	\$	91,314	\$	53,945	\$	82,706
	General Projects Total Budget	\$ 45,337	\$	-	\$	57,000		30,000	•	72,337
	General Projects Variance	\$ -	\$		\$	34,314	\$	(23,945)	\$	10,369
Parks Proje	Parks Projects Reserve	16,613								16,613
P0000 P0001	Chuck Roberts Splash Pad	190,776		-		-		•		190,776
P0002	Lynn Newbry Park Improvements	30,000		-		-		-		30,000
P0003	Old Town Park (Skate Park) Improvements ***	· -		440,000		-		-		440,000
P0004	Chuck Roberts Tennis Court Relocation ***	-		385,000		-		-		385,000
P0006	Creekside Park (Creekside Way & Talent Avenue)	5,000		-		-		-		5,000
P0008	Kamerin Springs Restroom Parks Projects YTD Actual	160,000 \$ 402,389	•	825,000	•	-	\$	127,218 127,218	¢	32,782 1,100,171
	Parks Projects Total Budget	\$ 402,389 \$ 402,389	\$ \$	825,000 825,000	\$ \$	-	\$ \$, -	\$ \$	217,124
	Parks Projects Total Budget Parks Projects Variance	\$ 402,369	<u>φ</u> \$	-	\$		\$		ў \$	883,047
Stormwater		<u> </u>	Ť		Ť		Ť	000,041	<u> </u>	000,041
S0000	Storm Water Projects Reserve	-		-		-		-		-
S0001	First Street Storm Drain Rehabilitation	150,000		-		-		-		150,000
	Stormwater Projects YTD Actual		\$	-	\$	-	\$		\$	150,000
	Stormwater Projects Total Budget		\$	-	\$	-	\$		\$	150,000
	Stormwater Projects Variance	\$ -	\$	-	\$	-	\$		\$	-
Transportat	Tree Planting Prigation			25,000						25,000
T0000	Tree Planting Irrigation Transportation Projects Reserve	166,067		25,000				-		166,067
T0001B	Wagner Str Wagner Creek Road to First Str.	-		50,000		_		_		50,000
T0001C	Wagner Str Railroad Crossing to John Str.	-		17,500		-		-		17,500
T0002	Foss Road - Wagner Creek Road to City Limits ***	-		375,000		-		-		375,000
	Transportation Projects YTD Actual	\$ 166,067	\$	467,500	\$	-	\$		\$	633,567
	Transportation Projects Total Budget	\$ 166,067	\$	467,500	\$	15,000	\$		\$	648,567
	Transportation Projects Variance	\$ -	\$		\$	(15,000)	Þ		\$	(15,000)
Fleet Vehic	es and Equipment									
F00PD	Police Fleet Reserve	-		-		-		-		-
F00PW	Public Works Fleet Reserve	37,034		-		-		-		37,034
F0001	Police Car	75,000		-		-		74,769		231
F0002	Police Car	26,750		-		-		-		26,750
F0003	Public Works Truck	60,000	_	-	•	-	_	89,750	•	(29,750)
	Fleet Vehicles and Equipment Projects YTD Actual Fleet Vehicles and Equipment Projects Total Budget	\$ 198,784 \$ 198,784	\$ \$	-	\$ \$	-	\$ \$	164,519 161,750	ֆ \$	34,265 37,034
	Fleet Vehicles and Equipment Projects Variance	\$ 190,704	\$	<u>-</u>	\$	<u>:</u>	\$	(2,769)	•	(2,769)
Water Proje		*	Ť		_		Ť	(=,100)	7	(2,, 55)
W0000	Water Projects Reserve	203,388.00		-		-		-		203,388
045	West Valley View Reprofile	-		-		-		4,009		(4,009)
W0001	Asbestos Concrete Line Replacement	244,821		-		-		-		244,821
W0002	West Valley View Road Transmission Main	60,000		-		-		12,714		47,286
W0003	Large Meter Replacement	25,000		-		-		- 0.70		25,000
W0004 W0005	Update Scada System TAP System Telemetry Summary Report	100,000 5,000		-		-		3,376		96,624 5,000
W0005 W0006	TAP System Telemetry Summary Report TAP Distribution - Regional BPS Programming Updates	11,700								11,700
W0007	TAP Distribution - Regional BPS Short-Term Expansion	17,000		-		-		-		17,000
W0008	Talent BPS Small Pump Installation	17,000		-		-		-		17,000
W0009	Talent BPS Programming Updates	8,400		-		-		-		8,400
W0010	Talent BPS Generator Upgrade	175,000		-		-		-		175,000
W0011	Talent BPS Additional Hydraulic Analysis	4,000 \$ 974,300	•	-	•	-	•	20.000	¢	4,000
	Water Projects YTD Actual Water Projects Total Budget	\$ 871,309 \$ 871,309	\$ \$	•	\$ \$	-	\$ \$	20,098 298,100	\$ \$	851,211 573,209
	Water Projects Total Budget Water Projects Variance	÷ 071,309	\$		\$	-	\$		ў \$	278,002
	Tracor Fojosio furidino		Ť		Ť		Ť	,	-	5,002
	TOTAL PROJECTS YTD ACTUAL	\$ 1,833,886	\$	1,292,500	\$	91,314	\$	365,779	\$	2,851,921
	TOTAL PROJECTS BUDGET			1,292,500	\$	72,000	\$	1,500,115	\$	1,698,271
	TOTAL VARIANCE	\$ -	\$	-	\$	19,314	\$	1,134,336	\$	1,153,650

^{***} Current balance expected to be reclassed to the water meter replacement project in 2024-25

		City of Ta	lent				
		Water Fu	ınd				
		February 29	, 20	24			
					7	Total Budget	%
RESOURCES (2023-2024)	С	urrent YTD	Т	otal Budget		Variance	Remaining
Intergovernmental		-		40,000		(40,000)	-100%
Charges for Services		1,142,964		1,612,000		(469,036)	-29%
Interest		10,338		9,000		1,338	15%
Miscellaneous		(647)		32,853		(33,500)	-102%
Total Resources from Operations	\$	1,152,655	\$	1,693,853	\$	(541,198)	
Beginning Fund Balance		384,215		358,113		26,102	7%
Total Other Resources	\$	384,215	\$	358,113	\$	26,102	
TOTAL RESOURCES	\$	1,536,870	\$	2,051,966	\$	(515,096)	-25%
REQUIREMENTS (2023-2024)							
Personnel Services		355,665		455,562		99,897	22%
Materials and Services		488,610		801,550		312,940	39%
Capital Outlay and Construction		4,050		3,900		(150)	-4%
Debt Service		416,307		455,522		39,215	9%
Total Operating Expenses	\$	1,264,631	\$	1,716,534	\$	451,903	
Transfers		-		-		-	0%
Contingency		-		150,000		150,000	100%
Estimated Ending Fund Balance		272,238		185,432		(86,806)	-47%
Total Other Requirements	\$	272,238	\$	335,432	\$	63,194	
TOTAL REQUIREMENTS	\$	1,536,870	\$	2,051,966	\$	515,096	25%

The largest number of Resources collected to date is from Charges for Services in the amount of \$1.1M. This is from water revenue and new water service connections.

Requirements

Total Operating Expenses of \$1.3M has a \$452K favorable variance. Contingency remains untouched at \$150K. The Estimated Ending Fund Balance of \$272K is slightly higher than last month. The Estimated Ending Fund Balance will be of immediate concern until new water rates are implemented and the reserves begin to build back up to safer levels.

City of Talent Go Bond Fund														
February 29, 2024														
						otal Budget	%							
RESOURCES (2023-2024)	Cu	rrent YTD	Tota	al Budget		Variance	Remaining							
Taxes		-		-		-	0%							
Interest		-		-		-	0%							
Total Resources from Operations	\$	-	\$	-	\$	-								
Beginning Fund Balance		31,905		-		31,905	0%							
Total Other Resources	\$	31,905	\$	-	\$	31,905								
TOTAL RESOURCES	\$	31,905	\$		\$	31,905	0%							
REQUIREMENTS (2023-2024)														
Transfers Out		-		-		-	0%							
Estimated Ending Fund Balance		31,905		-		(31,905)	0%							
Total Other Requirements	\$	31,905	\$	-	\$	(31,905)	0%							
TOTAL REQUIREMENTS	<u>\$</u>	31,905	<u>\$</u>		\$	(31,905)	0%							

The only resource in the Go Bond Fund is a Beginning Fund Balance of \$32K. This amount will be transferred to the Water Fund when a supplemental budget is adopted in the 2023-24 fiscal year.

Requirements

The only requirement is the Estimated Ending Fund Balance of \$32K.

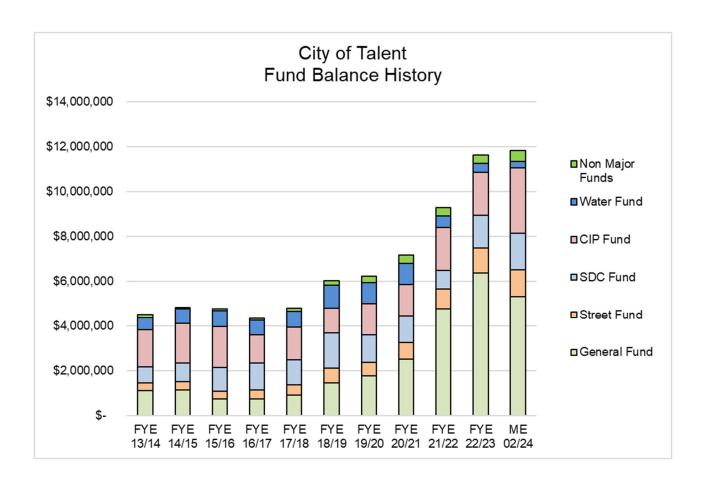
City of Talent Cash, Investments, and Debt Service Recap February 29, 2024													
Cash and Investments													
	_	Balance	Interest Rate										
Checking Accounts	\$	569,075.58	0.01%										
Local Government Investment Pool					11,362,827.42	5.00%							
Total Cash and Investments				_	311,931,903.00	=							
Debt Service													
						Aggregate							
LOCAP COP 2013B-Talent (Consolidation of 4 bond issua		Φ	2 525 000 00	Interest Rate									
Principal amount as of 9/15/13 Principal paid				Ф	3,525,000.00	3.45%							
Balance as of 2/29/24				<u>¢</u>	(1,280,000.00) 2,245,000.00	-							
				φ	2,245,000.00								
Semiannual payments March & September until 9/15/29	\$		39,215.00										
Semiannual payments thereafter until 2035	\$		18,900.00										
Prepayment #1 due 9/15/30	\$	1,	195,000.00										
Prepayment #2 due 9/15/35	\$	1,	050,000.00										
OCED Safe Drinking Water Loan - TAP Intertie						Interest Rate							
Principal amount as of 12/29/20				\$	2,000,000.00	1%							
Principal paid					(1,279,344.00)	_							
Balance as of 2/29/24				\$	720,656.00								
Annual payments on 12/1 until 12/1/31	\$		84,129.75										
S18005 - Safe Drinking Water Loan - New Reservoir						Interest Rate							
Principal amount as of 12/29/20				\$	3,609,000.00	1%							
Principal paid					(205,627.00)	_							
Balance as of 2/29/24				\$	3,403,373.00								
Annual payments on 12/1 until 12/1/50	\$		139,961.78										
Total Loans owed by the City of Talent				\$	6,369,029.00	_							

Cash and Investments

The interest rate in the Local Government Investment Pool is earning 5%, the highest rate of return in the past several years.

Debt Service

It is important to note that there are two - \$1.1M balloon payments scheduled to be due in the years 2030 and 2035. Staff will be looking to budget and pay larger debt payments in future years to avoid the impact of those sizable balloon payments.



	Fund Balance History														
	Ge	neral Fund	S	treet Fund		SDC Fund		CIP Fund	W	ater Fund	Non	Major Funds	Т	otal Funds	
FYE 13/14	\$	1,106,467	\$	348,472	\$	705,292	\$	1,681,001	\$	533,789	\$	142,261	\$	4,517,282	
FYE 14/15	\$	1,127,454	\$	384,574	\$	837,994	\$	1,772,646	\$	650,864	\$	66,161	\$	4,839,693	
FYE 15/16	\$	727,783	\$	366,205	\$	1,045,487	\$	1,826,313	\$	718,783	\$	76,395	\$	4,760,966	
FYE 16/17	\$	748,009	\$	391,560	\$	1,195,072	\$	1,276,786	\$	650,372	\$	86,648	\$	4,348,447	
FYE 17/18	\$	910,262	\$	460,380	\$	1,128,906	\$	1,431,544	\$	741,911	\$	126,871	\$	4,799,874	
FYE 18/19	\$	1,466,303	\$	644,987	\$	1,581,921	\$	1,094,762	\$	1,040,380	\$	192,582	\$	6,020,935	
FYE 19/20	\$	1,774,210	\$	594,654	\$	1,240,762	\$	1,379,143	\$	970,818	\$	258,567	\$	6,218,154	
FYE 20/21	\$	2,522,154	\$	729,627	\$	1,198,872	\$	1,415,376	\$	951,720	\$	351,955	\$	7,169,704	
FYE 21/22	\$	4,776,616	\$	896,658	\$	824,248	\$	1,920,484	\$	502,400	\$	380,381	\$	9,300,787	
FYE 22/23	\$	6,381,582	\$	1,110,230	\$	1,461,188	\$	1,914,005	\$	384,215	\$	394,904	\$	11,646,124	
ME 02/24	\$	5,325,283	\$	1,179,931	\$	1,640,421	\$	2,932,040	\$	272,238	\$	492,163	\$	11,842,076	

Glossary

Assessments – Revenues derived from late fees.

Capital Outlay and Construction – Expenses for items that cost more than \$5,000. Includes items such as buildings, vehicles, equipment, water mains, streets, and land.

Charges for Services – Revenues derived from items such as systems development charges and water utility billings.

Contingency – A provision set aside for an unforeseen event or circumstance.

Fines and Forfeitures – Revenues derived from penalties such as traffic tickets or code enforcement.

Franchise Taxes – Taxes charged by the City of Talent to other organizations or utilities to do business in the City of Talent. Examples of organizations that pay franchise fees include: Recology, Avista, Pacific Power, and Roque Valley Sewer Service.

Fund Balance – The difference between a fund's assets and its liabilities. For cash basis accounting it is generally cash and investments on hand.

Interest – Interest revenues from the Local Government Investment Pool (LGIP) and bank accounts.

Intergovernmental – Revenues derived from items such as intergovernmental grants (Federal and State), FEMA reimbursements, and other miscellaneous reimbursements.

Licenses Permits and Fees – Revenues derived from items such as business licenses, building permits, and fees.

Materials and Services – Includes expenses such as contract services, materials, supplies, utilities, gas, tools, and many other items.

Operating Expense – Expenses incurred through the normal course of business operations.

Personnel Services – Expenses associated with payroll and payroll related activities. It includes expenses such as salaries, social security, Medicare, workers compensation, health, and dental Insurance, PERS retirement, and life insurance.

Requirements – Total of any anticipated expenses, transfers out and ending fund balance.

Resources – Total of beginning fund balance plus any anticipated revenues or monies to be received.

Taxes - The amount of property taxes collected by the City of Talent. Most property taxes are collected in November of every year. Delinquent taxes are collected monthly.



City Council Agenda Report

Meeting Date: April 3, 2024 Staff Contact: Gary Milliman

Department: City Manager **E-Mail**: gmilliman@cityoftalent.org

Staff Recommendation: Select option 1 or 2 **Estimated Time**: 15 mins.

ISSUE BEFORE THE COUNCIL

Consideration of Jackson County Animal Control Service District

BACKGROUND

Jackson County representatives will attend the City Council meeting to make a presentation and request for support for the proposed formation of an Animal Control Service District. Please see the attached materials provided by County staff.

This involves the formation of a new countywide taxing district that would generate property tax revenue to support animal control services. The proposed property tax rate would be \$0.15 per \$1,000 of assessed value. Funding would partially pay for animal control services and the construction of a new animal shelter. According to the Economic Feasibility Statement prepared for the proposal, Jackson County receives approximately \$636,000 annually in revenue from animal control related services, while expenses for providing those services is approximately \$2,194,000 annually.

The County is requesting each City to take action on this matter before the end of April by adopting a Resolution consenting to inclusion of the City within the District. The Oregon Revised Statutes require that the Cities pass resolutions agreeing to be a part of the territory of the district before the County initiates the formation of the district. In the Order initiating the formation, the County must attach certified resolutions already passed by the Cities with their consent to be included. At this point, the Commission has not had a discussion as to whether the District formation would be initiated if one or more Cities elected not to be included.

More information on this proposal will be presented by County representatives at the Council meeting.

RELATED COUNCIL POLICIES

POTENTIAL MOTIONS

- 1. Take no action/decline further consideration of the matter.
- 2. Direct staff to prepare a Resolution agreeing to include the territory of the City in the Jackson County Animal Control Service District for consideration at the April 17th, 2024 City Council meeting.

ATTACHMENTS

Draft Jackson County Animal Control Services District – Economic Feasibility Statement

Jackson County Animal Control Service District

Economic Feasibility Statement

Oregon Revised Statutes (ORS) Chapters 198 and 451 provide the framework for the creation of new districts. Per ORS 198.749, one of the requirements for a new district is the completion of an Economic Feasibility Statement before the circulation of a petition for formation of a district. The Statement shall form the basis for the proposed permanent rate limit for property taxes. Oregon statute requires the Economic Feasibility Statement to contain certain minimum analytic requirements. The Economic Feasibility Statement is to assure the proposed district has an appropriate financial and economic foundation and the basis for the proposed permanent property tax rate limit for the district.

Compliance with the minimum requirements for Economic Feasibility Statement under ORS 198.749 are provided herein as set forth below:

1. A description of the services and functions to be performed or provided by the proposed district.

The proposed district will provide animal control services and facilities, including the construction, maintenance, and operation of a new Animal Shelter for Jackson County and its residents. The proposed new Animal Shelter will provide for housing and care for dogs and other animals, including cats.

2. An analysis of the relationships between those services and functions and other existing or needed government services.

Currently, Jackson County operates an existing Animal Shelter as part of its Animal Services Program. The current Jackson County Animal Shelter (current Animal Shelter) was built prior to 1975 with an original capacity of 14 kennels for dogs. In 1975, the current Animal Shelter was expanded to include office space for the Animal Shelter and Animal Control staff, and an additional 16 kennels for dogs were added. In 1991, the current Animal Shelter was expanded again and an additional 25 kennels for dogs were added. Today, the current Animal Shelter has 86 kennels to house 103 dogs; however, the number of dogs housed at the current Animal Shelter frequently exceeds the number of available kennels and requires that dogs be housed in dog crates. The current Animal Shelter has minimal resources to house and provide care for animals other than dogs, including cats. Thus, the current Animal Shelter no longer meets the needs of Jackson County and the public for the care and custody of dogs and other animals, including cats. The current Animal Shelter has reached the end of its life, as design and operating standards for animal shelters has evolved since the Animal Shelter was built, and the current Animal Shelter has reached its capacity to be renovated, remodeled, and expanded to accommodate the need for the housing and care of dogs and other animals, including cats.

Jackson County operates the only publicly operated Animal Shelter in Jackson County. Animal control for dogs is a function of Jackson County pursuant to Chapter 609 of the Oregon Revised Statutes. As part of the functions of dog control, Jackson County may, at times, be authorized to impound a dog. Impounding a dog requires an animal shelter which meets the needs of the community and the animals in the care of the county at the animal shelter. The current Animal Shelter is insufficient for the needs of the community as it relates to dog control. Further, the current Animal Shelter lacks the resources and capacity to provide care and housing for animals, other than dogs, as part of the County's Animal Services Program.

The revenue Jackson County receives from performing dog control functions is insufficient to properly construct, maintain, and operate animal control services, including an animal shelter, that meets the needs of the County and the community. Jackson County had expenses of \$2,193,218.78 per year, as of fiscal year 2022-2023, for its Animal Services Program. Revenue from performing the animal services control function generates \$636,255 per year, as of fiscal year 2022-2023. Additional revenue is received from

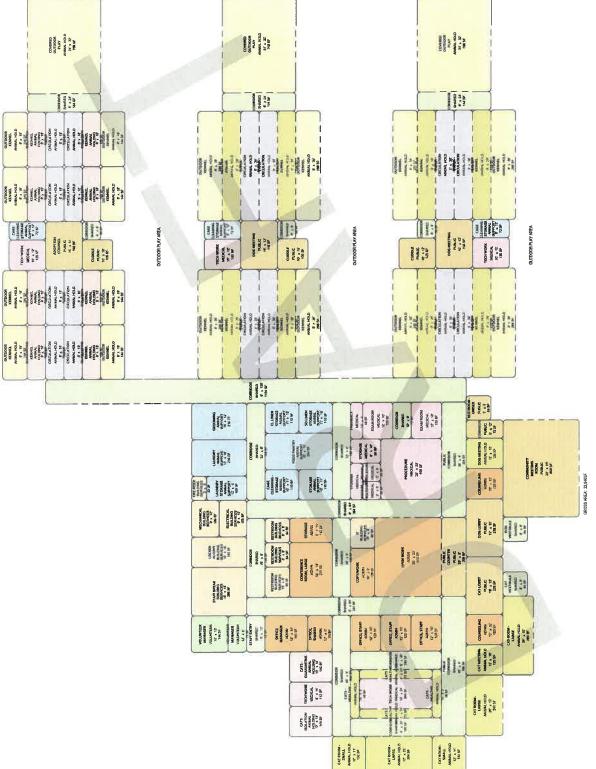
Economic Feasibility Statement

other sources, including the general property tax levied by the County. These existing sources of revenue are insufficient to construct, maintain, and operate an animal shelter which meets the needs of the County and its residents. The revenue from the general property tax levied by the County is needed to support all mandatory and discretionary functions of the County, not otherwise supported by other sources of revenue. The expenditure of the revenue from general property tax is such that no additional funds from the general property tax are available for the animal control services proposed to be provided by the proposed district. The other sources of revenue are outside the control of the County and cannot be relied upon to construct, maintain, and operate the service facilities proposed to be provided by the proposed district on an ongoing basis.

3. A proposed first year line item operating budget and a projected third year line item operating budget for the new district that demonstrates its economic feasibility.

A first-year line item operating budget and a projected third year line item operating budget for the new district are attached as Exhibit 1 to this Economic Feasibility Study, and sets forth a 11-year projection of revenue and expense for operations of the proposed district, exceeding the statutory requirements for a first-year line item operating budget and a projected third year line item operating budget. The additional projections are provided because the nature of the proposed district is such that significant capital expenditures are contemplated to occur. These capital outlays will affect economic feasibility of the district going forward and it is prudent to complete those projections beyond the major capital expenditure to demonstrate economic feasibility of the district going forward.

CUTDOOR PLAY AREA



Jackson County Animal Shelter - Revised Design SW Corner Grumman Drive and Kingsley Drive; Medford, Oregon 97504

Resolution Approving a Jackson County Order to Initiate Formation of a Jackson County Animal Control Service District and Consenting To The Inclusion of City Territory Within the Boundaries of the District

The City Council of the City of, Oregon (City), finds:
a. The Jackson County, Oregon, Board of Commissioners intends to form a county service district for animal control services under the authority of Oregon Revised Statut (ORS) 451.010(1)(q). The name of the proposed district is the Jackson County Animal Control Service District (hereinafter "District"). The proposed District would have authority to construct, maintain, and operate an animal control service facility, specifically a new Animal Shelter for the housing and care of dogs and other animals including cats.
b. The Jackson County Board of Commissioners may initiate the formation of the District by adopting an order under authority of ORS 198.835. The Board proposes to include all county territory within the boundaries of the proposed District.
c. Jackson County voters will be asked to establish a permanent property tax rate limit o \$0.1500 per \$1,000 of assessed value for the District as authorized by ORS 451.547.
d. The territory of the City may only be included within the boundaries of the District in the City Council adopts a resolution approving the proposed Jackson County Order Initiating Formation of a Jackson County Animal Control Service District. The proposed Order is attached hereto.
e. The City Council believes that an animal control service district for the construction operation, and maintenance of an animal control service facility, specifically a new Anima Shelter for the housing and care of animals including dogs and other animals including cats in Jackson County is in the best interests of the citizens of the City.
The City Council of the City of Resolves:
1. The City of, Oregon, hereby consents to the inclusion of all the territory of the City within the boundaries of the proposed Jackson County Animal Control Service District and approves the Jackson County Board of Commissioners' proposed Order Initiating the Formation of a Jackson County Animal Control Service District in substantially the form attached hereto.
2. A certified copy of this Resolution shall be forwarded to the Jackson County Board of Commissioners.
//
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RESOLUTION – Page 1 of 2

- •		City of	, Jackson County, Oregon,
this day of		, 2024.	
Attest:		City of	
City Manager/Recorder		ByMa	yor
STATE OF OREGON County of Jackson)) ss)		
I certify that the the City Recorder.	foregoing is a tru	e copy of the original reso	olution on file in the office of
		City Recorder	

TOTAL FACILITY EXPENSES	Overhead Expenses	Subtotal building Expenses	Subtotal Building Evnances	landscane Services	Custodial Supplies	Water & Sewer Service	Garbage Service	Natural Gas	Electricity	Facility Maintenance	Enforcement Staff Expenses	or and or an arrangement of the second	Subtotal Operation Expenses	Other Simplies/Expenses	Minor Faulinment	Motor Pool	Software/Mah Licensing	Credit Card Fees	Telecom	Postage	Drinting	Lampley Expenses	Fmployment Expenses	Drofessional Comisos	Subtotal Animal Expenses	Other Animal Supplies/Expenses	Animal Medicine	Animal Kennel Cleaning	Animal Food & Feeding Supplies	Laboratory Services	Antonial o Coming	Personnel	Volunteer Coordinator	Add a Vet and CVT	Current Enforcement Staff	Personnel Current Staffing Level add cats	I O I AL REVENUE	General Fund	Solid Waste	Subtotal Facility Fees	Rabies Deposits	Dog Surrender Fees	Cat Adoption Fees	Dog Adoption Fees	Dog Redemption & Board Fees	Dog Licenses	Animal Control Citations/Fines	SHELTER REVENUES		
4		10																							63							e								a									OLD FACILITY/ CONSTRUCTION YEAR 1 FY25-26	
		,	-																																					,									OLD FACILITY/ CONSTRUCTION YEAR 2 FY26-27	
883,986		44,044	44 644	1 136	2 839	4.259	1,136	4,259	4,259	26,756	22,676	Ozulen	AC A20	2 698	2,130	3 130	0.360	2 272	2 920	0,070	6.00,7	1,420	1,038	7,000	40,882	6,246	14,195	2,839	17,034	568		730,356	22,071	85,644	123,222	499,419	196,088		32,540	163,548	2,576	644	10,000	10,303	15,455	112,721	5,440		Open Q3 2027 YEAR 3 FY27-28	
4,082,741	556,391	180,423	100,472	A E00	11 475	17.212	4,590	17,212	17,212	108,132	95,238	100,000	102 502	10 907	3,007	0 607	37,064	0180	34,422	24,540	37,040	11 /75	25,080	302.00	165,225	25,243	57.369	11,475	68,843	2,295		2,901,871	91,374	340,966	481,231	1,988,300	761,893		131,464	630,429	10,406	2,602	10,100	41,624	62,436	455,393	26,016		YEAR 4 FY28-29	
4,232,781	584,211	185,839	107 030	7720	11 820	17.729	4,728	17,729	17,729	111,376	100,000	102,107	199 107	11 220	250	000,00	ממח מכ	0 456	11 920	25,057	020,11	11 070	29,547	20 5 4 7	170,185	26,001	59.091	11,820	70,909	2,364		3,003,439	94,573	352,900	498,075	2,057,891	769,512		132,779	636,733	10,510	2,628	10,201	42,040	63,060	459,947	26,276 22,071		YEAR 5 FY29-30	
4,399,381	613,422	195,134	4,500	4 000	12 411	18.616	4,965	18,616	18,616	116,945	105,000	130,300	100 555	11 797	2010	0.010	3,323	020	17 /11	SCC 25	12,411	13,411	31,025	70.075	178,697	27.302	62.046	12,411	74,455	2,483		3,108,562	97,884	365,252	515,508	2,129,918	1,561,523	784,311	134,107	643,105	10,616	2,655	10,304	42,461	63,691	464,547	26,539 22,292	,	YEAR 6 FY30-31	
4,572,736	644,094	204,894	7,CT+	5714	12 032	19.547	5,214	19,547	19,547	122,793	110,250	200,300	200,71	17 387	3,7,6	0.776	47,020	10 436	12 027	26,000	15,052	12,021	52,5//	77	187,635	28.668	65.149	13,032	78.178	2,608		3,217,363	101,310	378,036	533,551	2,204,466	2,128,681	1,343,692	135,449	649,540	10,723	2,682	10,408	42,886	64,328	469,193	26,805		YEAR 7 FY31-32	
4,753,125	676,299	215,142	3,470	20,000	13 68/	20.525	5,475	20,525	20,525	128,933	115,763	410,323	200,01	13 003	0.02	10 365	10,040	10 0/0	13 604	41 045	13,004	0,040	34,206	300	197,019	30.102	68.407	13,684	82.087	2,739		3,329,973	104,856	391,268	552,226	2,281,623	2,086,551	1,293,707	136,804	656,040	10,831	2,709	10,513	43,315	64,972	473,885	27,074		YEAR 8 FY32-33	
4,940,848	710,114	225,903	3,745	17,000	1/1 360	21,552	5,749	21,552	21,552	135,380	121,552	227,000	200000	13.653	76.775	10,770	47 400	11 /06	143,096	43,000	14,305	14.360	719,0	77	206,873	31.608	71.828	14,369	86.192	2,876		3,446,523	108,526	404,963	571,554	2,361,480	2,043,617	1,242,839	138,173	662,605	10,940	2,737	10,619	43,749	65,622	478,624	27,345	1	YEAR 9 FY33-34	
5,136,204	745,620	237,201	0,007	C 037	15.088	22 630	6,037	22,630	22,630	142,149	127,630	100,143	341 301	1/1020	2,020	11 710	170,21	12,000	15 000	30,169	15,000	15 080	3/,/13	77 747	217,219	33.189	75.420	15,088	90.502	3,020		3,567,153	112,325	419,137	591,559	2,444,132	1,999,889	1,191,098	139,555	669,236	11,050	2,765	10,726	44,187	66,279	483,411	27,619	2	YEAR 10 FY34-35	
5,339,518	782,901	249,064	0,559	5000	15.8/13	23 762	6.339	23,762	23,762	149,257	134,012	233,434	353 454	15,052	11,004	11 98/	525.53	17,645	15 0/2	31,6/8	15,843	15 643	39,599	30	228,082	34.849	79.191	15,843	95.028	3,171		3,692,005	116,257	433,807	612,264	2,529,677	816,883		140,951	675,932	11,161	2,793	10,834	44,629	66,942	488,246	27,896 23,431		YEAR 11 FY35-36	
41,701,978	5,313,052	1,738,244	20,200	******	110 561	165,832	44.233	165,832	165,832	1,041,721	932,121	1,/00,041	1 769 841	105 040	22,935	92.025	367,730	110,301	331,624	221,084	195,011	100,500	2/6,368	3000	1,591,817	243.208	552,696	110,561	663.228	22,124		26,997,245	849,176	3,171,973	4.479.190	18,496,906	12,364,637	5,855,647	1,121,822	5,387,168	88,813	22,215	93,705	355,194	532,785	3,885,967	186,479)))	TOTAL	

	677,906	1+1		70	,		608,474	2,049,465	3,547,843	2,606,038	15,495,230	CUMMULATIVE
677,906	677,906	I+I	•		No.	(608,474)	(1,440,991)	(1,498,378)	941,805	(12,889,192)	15,495,230	CASH FLOW
48,451,389	3.50% 36,883,270,795 36,883,271 0.15 5,532,491 94% 5,200,541	3.50% 35,636,010,430 35,636,010 0.15 5,345,402 94% 5,024,677	3,50% 34,430,927,952 34,430,928 0.15 5,164,639 94% 4,854,761	3,50% 33,266,597,055 33,266,597 0.15 4,989,990 94% 4,690,590	3.50% 32,141,639,667 32,141,640 0.15 4,821,246 94% 4,531,971	3,50% 31,054,724,316 31,054,724 0.15 4,658,209 94% 4,378,716	3.50% 30,004,564,557 30,004,565 0.15 4,500,685 94% 4,230,644	3.50% 28,989,917,446 28,989,917 0.15 4,348,488 94% 4,087,578	3.50% 28,009,582,073 28,009,582 0.15 4,201,437 94% 3,949,351	3.50%. 27,062,398,138 27,062,398 0.15 4,059,360 94% 3,815,798	3,50% 26,147,244,578 26,147,245 0.15 3,922,087 94% 3,686,762	LEVY Taxable Value 1000's Tax Rate Amount levied Collection Percentage Net Collection
14,850,000											14,850,000	REVENUE BOND PROCEEDS (\$15M - \$150k costs)
(62,623,483)	(4,522,635) (62,623,483)	(5,024,677)	(4,854,761)	(4,690,590)	(4,531,971)	(4,987,190)	(5,671,635)	(5,585,956)	(3,007,546)	(16,704,990)	(3,041,532)	NET SHELTER
74,988,120	5,339,518	7,024,566	6,898,378	6,777,141	6,660,652	6,548,713	6,441,147	6,347,849	3,203,634	16,704,990	3,041,532	TOTAL EXPENSES WITH DEBT
21,694,800		1,888,362	1,957,530	2,024,016	2,087,916	2,149,332	2,208,366	2,265,108	2,319,648	2,372,070	2,422,452	DEBT SERVICE - 10 YEAR BOND
53,293,320	5,339,518 53,293,320	5,136,204	4,940,848	4,753,125	4,572,736	4,399,381	4,232,781	4,082,741	883,986	14,332,920	619,080	SUBTOTAL FACILITY & CONSTRUCTION
14,952,000									16	14,332,920	619,080	Total Construction Costs
812,000 140,000 14,000,000										332,920 - 14,000,000	479,080 140,000	Architect Soft Costs Project Costs
TOTAL	YEAR 11 FY35-36	YEAR 10 FY34-35	YEAR 9 FY33-34	YEAR 8 FY32-33	YEAR 7 FY31-32	YEAR 6 FY30-31	YEAR 5 FY29-30	YEAR 4 FY28-29	Open Q3 2027 YEAR 3 FY27-28	OLD FACILITY/ CONSTRUCTION YEAR 2 FY26-27	OLD FACILITY/ CONSTRUCTION YEAR 1 FY25-26	

11.2

Talent Business Alliance Recovery & Growth

Presentation to the Talent City Council April 2024



Education Programming





Dive into Google Business listings & learn how to make them work for your business!

TUESDAY FEBRUARY 13 | 6 - 7:30 PM TALENT COMMUNITY CENTER (104 E MAIN ST)

serve your spot today! ail <u>info@talentbusinessalliance.org</u>

What to expect:

Join us for this FREE opportunity!
Thomas Moser (Travel Southern Oregon) and Lanessa Pierce (What to do in Southern Oregon) will present on how to get the most out of your Google Business Profile. Learn the why, when, and how of leveraging the largest search platform to drive visitation and increase awareness.







Talent Business Alliance presents

Grant Writing Training

2-Part Series: Wednesday January 24 & 31

5 - 6:30 PM at the Talent Community Center

Learn the basics of applying for grants! These trainings will help businesses look for grants, walk through the application process, and assist in the set-up for successful evaluation and reporting to help secure grant-worthy status.

To sign up email info@talentbusinessalliance.org

Open to businesses and nonprofits in Talent and Phoenix 144





Education Programming

Business Education Programs (ALL FREE)

- Google Business Listings Training Series with Travel Southern Oregon
- Social Media Training Series with What to do in Southern Oregon
- Grant Writing Training Series with Debra Moon of Talent Historical Society

3 Facilitators

Facilitators from community organizations and experts in their fields

60+ Program Participants

Education Programming Participants over three different series

<u>Future Education Programming for 2024 - based on local business needs assessments</u>

Website Development 101 - coming in April 2024 Marketing Content Development

Quickbooks & Bookkeeping Basics

Networking and Peer to Peer Support



Networking and Peer to Peer Support

9 Local Business Mixers

- Mixers hosted at local businesses:
 - Sweet Beet Station, Talent Maker City, Art Bop Beer Co, Gather Cafe, Legend Cider, Plectrum Music, Osteopathic Healthcare, Talent Library, and the Talent Historical Society.

80+ Attendees

Community members and business owners including members from Phoenix coming together to make connections

Future Mixer locations

- Sound & Vision Wine Co.
- Naumes Suncrest Winery

TURA Revitalization Grant Outreach & Support







• TBA provided outreach and information to eligible businesses and helped field questions about the grant application process

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Grants for Businesses - Boost & Amplify Grants













Grants for Businesses & Nonprofits - Boost & Amplify

20+ Boost & Amplify Grants awarded to local Businesses and Nonprofits since the program launch in 2022

- Grants up to \$1500 awarded for community programs and events including:
 - Lights on Bikes (Talent Maker City)
 - **El Mercadito** (Coalicion Fortaleza)
 - Dia de Los Muertos (ScenicG / Cerberus Coffee)
 - **Day of the Dead Race** (Adelante Partners)
 - Almeda Fire Anniversary Event (Grotto Pizzeria)
 - Wagner Plaza Vendor Markets (Sona CBD / Bear Creek Malt)
 - Talent Summer Markets & Movies in the Park (Talent Artisans & Growers)
 - Almeda Fire Exhibit & Book (Talent Historical Society)
 - And more!

Market Placemaking & Community Events















PINTS FOR PIZZA

PUMP HOUSE IS HOSTING A FUNDRAISER FOR OUR FRIENDS AT THE GROTTO SAPPLY, MARCH 11



Market Placemaking & Community Events

10+ Community Events Produced or Sponsored by TBA in 2022 & 2023

- Play Music on the Porch Day
- Talent Spring Craft Crawl
- El Mercadito Vendor Markets 2022 & 2023- produced by Coalicion Fortaleza
- Pints for Pizza Fundraiser for the Grotto Pizzeria 2023
- **Talent Summer Markets** 2022 & 2023 produced by Talent Artisans & Growers
- **Talent Movies in the Park** 2023 produced by Talent Artisans & Growers
- **Talent Harvest Festival** 2022 produced by the City of Talent in partnership with Ana Byers
- **Lights on Bikes** 2022 & 2023 produced by Talent Maker City
- **Dia de los Muertos Events & Race** 2022 & 2023- produced by Scenic G & Adelante Partners

Music on the Commons Summer Concert Series



Music on the Commons Summer Concert Series

3 Free "Music on the Commons" Community Concerts produced in 2023

- Ashleigh Flynn & The Riveters (June 2023)
- The Ateliers and the Rosa Lees (July 2023)
- Allen Giardinelli Ensemble (August 2023)

1st Annual Dia de la Independencia Celebration in Talent - produced as final "Music on the Commons" Community Concert in September 2023

- 400+ event attendees
- Event produced with Music on the Commons and El Mercadito events. Produced in partnership with Coalicion Fortaleza, Rogue World Music, and Rogue Action Center
- Music on the Commons with international Rising Star La Dona!
- Event sponsored by Travel Southern Oregon

Dia de la Independencia Celebration

Día de la Independencia Celebración

ROGUE Mexican Independence Day Celebration FORTILE PROBLEM FORTICE PROBLEM FORTICE PROBLEM FORTICE PROBLEM FORTICE PROBLEM FORTICE PROBLEM FORTICE PROBLEM FOR THE PROBLEM FOR

SÁBADO / 16 DE SEPTIEMBRE / SATURDAY SEPTEMBER 16





COMIDA / FOOD * ARTE / ART * MÚSICA / MUSIC

3-8 PM OUTSIDE HISTORIC TOWN HALL 206 E MAIN ST. TALENT OR







RARE Member - Destination Strategic Plan

In partnership with Phoenix Chamber and Travel Southern Oregon

- Grant applied for through University of Oregon and Americorp
- RARE Member will identify and partner with sector leaders (wine, biking, arts and culture, culinary, etc.) and create a structure for long-term working relationships.

Outcomes

- Member's Role: Destination Strategic Planning Manager
- Project Outcome: Destination Strategic Plan for Talent & Phoenix
- Anticipated Long-Term Impact: Inventory of community destination assets and opportunities will lay out a path for future investments and development of destination attractions and partnerships.

"Our Stories Through Art" Partnership

About the "Our Stories Through Art" Partnership

- Ford Family Foundation grant awarded for Project Strategic Planning
- The Strategic Planning process will be collaborative and will include community participation. The process will produce a strategic plan and work plan describing the purpose, outcomes, and community impacts of the project.
- The work plan will include implementation steps for:
 - Outreach and community education
 - Project timelines
 - Budget projections to guide a fundraising campaign
- Partners include:

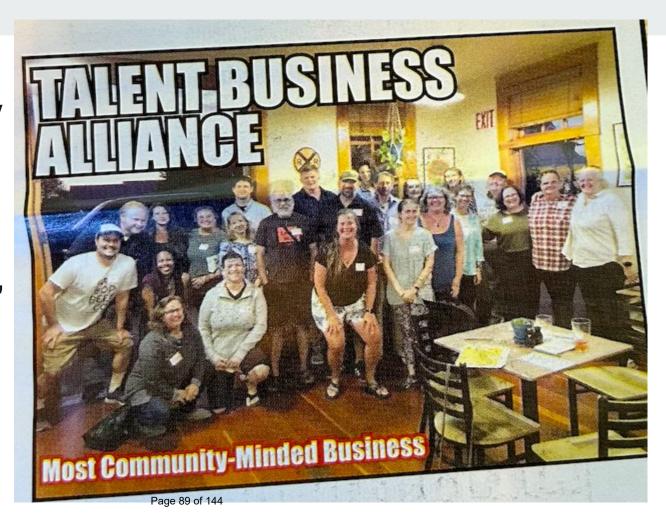








Thank you to the community for voting Talent **Business Alliance** #1 for "Most Community-**Minded Business**" in town for 2023!



Thank you to our partners for your support!







PACIFIC POWER







Community

Foundation

















City Council Agenda Report

Meeting Date: April 3, 2024 Staff Contact: Gary Milliman

Department: City Manager **E-Mail**: gmilliman@cityoftalent.org

Staff Recommendation: Approval **Estimated Time**: 10 mins.

ISSUE BEFORE THE COUNCIL

Approval of Intergovernmental Agreement with Rogue Valley Council of Governments for planning, grant management and human resources services as-needed

BACKGROUND

Community Development Director Kristen Maze has resigned effective April 5, and the Public Works Director position remains vacant. The City also has several grant-funded projects needing project management, such as the OEM/FEMA-funded Bear Creek Greenway Defensible Space and Hazardous Fuels Reduction project.

The City Manager contacted RVCOG management to discuss capacity and feasibility for retaining RVCOG planning and grant management staff to assist the City during this period of understaffing, and also to assist with the vacant director recruitment process. RVCOG has the capacity to assume management of the six active long-range planning projects currently managed by the Community Development Director, and to assist internal planning staff as-needed with current planning projects. RVCOG assisted the city in finalizing the submission of the grant application through FEMA/OEM, is familiar with this project, and has the capacity to handle both grant administration and project management. Finally, RVCOG has the capacity to provide recruitment services for the vacant positions.

The term of the proposed intergovernmental agreement would be through the month of August, 2024, and services would be provided on an as-needed basis at the hourly billing rate attached to the agreement. A not-to-exceed cap of \$50,000 is included in the agreement. No formal solicitation process is required for the retention of professional services from a partner governmental agency.

RELATED COUNCIL POLICIES

POTENTIAL MOTIONS

Motion to approve the Intergovernmental Agreement for planning, grant management and human resources services with the Rogue Valley Council of Governments.

ATTACHMENTS

 Draft Intergovernmental Agreement between City of Talent and Rogue Valley Council of Governments

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the Rogue Valley Council of Governments, a voluntary intergovernmental association, hereinafter referred to as "RVCOG," and the City of Talent, hereinafter referred to as CITY both of which are hereinafter referred to collectively as the "PARTIES."

WITNESSETH

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, the CITY is a member agency of RVCOG; and

WHEREAS, RVCOG has been asked by the CITY to provide services related to community development, including land use planning, grants and contracts administration, and project management;

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to perform these services for the CITY and to receive a cost reimbursement for said services.

NOW THEREFORE, in consideration of the mutual terms, conditions, stipulations and covenants herein contained, the PARTIES do hereby agree to the following:

A. SCOPE OF SERVICES

The CITY hereby agrees to engage RVCOG to perform community development services, including land use planning, grants and contracts administration, and project management as directed and requested by the City Manager of the CITY.

B. TIME OF PERFORMANCE

The term of this agreement is April 1, 2024, to August 31, 2024, unless terminated earlier by either party in writing (see Section C of this agreement).

C. AMENDMENTS AND TERMINATION

- I. This document constitutes the entire agreement between the PARTIES and no other agreement exists between them for the scope of work above, either stated or implied, excepting agreements for additional services that are outside of the scope of work for this agreement. Any amendments or changes to the provisions of this agreement shall be reduced to writing and signed by both PARTIES.
- 2. This agreement will remain in effect until terminated by either party in accordance with this Section (C)(2). Either party may terminate this Agreement: a) for any or no reason, upon thirty (30) days' prior written notice to the other party; b) upon seven (7) days' written notice, upon the other party's default of any term or condition hereof and its failure to cure same within the 7-day period; or (c) if any contemplated funding from CITY is not obtained

or continued at levels sufficient to allow for full performance herein, this Agreement may be modified or terminated immediately to accommodate such reduction in funds.

3. Upon termination of this Agreement for reasons other than RVCOG's default, CITY shall remain responsible to RVCOG for applicable fees incurred for Services performed by RVCOG prior to such termination.

Such termination shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

D. PAYMENTS

- 1. RVCOG will invoice CITY on a monthly basis. CITY shall reimburse RVCOG within 30 days of receipt of invoice for costs accompanied by documents and receipts evidencing such costs and expenses. RVCOG invoices will be sent via email to gmilliman@cityoftalent.org.
- 2. CITY will reimburse RVCOG for services performed for CITY by RVCOG employees at the hourly rates detailed in Attachment A Fee Schedule in an amount not to exceed \$50,000 for the period of this agreement. CITY will also pay for any supplies and materials and mileage incurred in performing the Services.

E. RESPONSIBILITIES

- I. CITY shall administratively assist RVCOG in accomplishing the tasks identified under Scope of Services by making the payments identified in Section D. above; maintaining regular communication with RVCOG; helping to resolve differences that may arise between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned.
- 2. CITY shall make available all applicable policies, procedures, resolutions, reports, contracts, agreements, statements, and any other documentation necessary to enable accurate and timely performance of the Scope of Services.
- 3. RVCOG agrees to keep current all necessary business and professional registrations as may be required to perform the services required under this agreement.

F. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution, each PARTY (an "indemnitor") shall defend and indemnify each other PARTY, including its officers, agents, and employees (collectively, "Indemnitees"; individually, an "Indemnitee"), from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the negligent activities or willful misconduct of the Indemnitor or its officers, agents, and employees in their performance of this Agreement; provided, however, that an Indemnitor shall not be obligated to defend and indemnify and Indemnitee to the extent any loss, damage, injury, claim, or demand arises out of the Indemnitee's negligence or willful misconduct.

G. COMPLIANCE WITH LAWS

RVCOG shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in its performance under this Agreement.

H. INSURANCE

RVCOG shall provide to CITY upon execution of this Agreement, and prior to performing any work, a certificate of insurance meeting the requirements set forth below (Certificate).

- a) Commercial General Liability with a limit of at least \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate.
- b) Workers' Compensation as required by applicable statutory law.
- c) Business Automobile Liability with a limit of at least \$1,000,000 per occurrence.

All insurance coverages indicated above must be underwritten by insurers licensed to do business in the state in which the RVCOG performs its services, and insurers must maintain an A.M. Best Rating of A+ or better.

CITY shall be named an "Additional Insured" under the Commercial General Liability policy carried by RVCOG via Additional Insured Endorsement attached to the Certificate. In addition, the policy shall be endorsed to state that the coverage extended to CITY shall be primary and non-contributory with any insurance coverages maintained by CITY. The Certificate shall specify that the above policies may not be canceled, nor the coverages reduced without providing CITY thirty (30) days' prior written notice by registered mail. Renewal Certificates and endorsements must be issued immediately upon renewal of all polices.

I. INDEPENDENT CONTRACTOR

RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees, are employees of CITY. RVCOG is responsible for all federal, state and local taxes and fees applicable to payments for services of its employees under this agreement.

J. ASSIGNMENT AND SUBCONTRACTS

RVCOG shall not assign this contract or subcontract any portion of the Services without the prior written consent of CITY which consent shall not be unreasonably withheld. Any attempted assignment or subcontract without CITY's written consent shall be void. RVCOG shall be fully responsible for the acts or omissions of any of the assigns or subcontractors and of all persons employed by them. The approval by CITY of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and CITY.

K. LIMITATIONS

This agreement in no way restricts RVCOG or CITY from participating in similar agreements with other public or private agencies, organizations, or individuals with regard to any aspect of this agreement, so long as the same do not unreasonably interfere with each parties' performance

herein.

(541) 664-6674

L. REPORTS AND RECORDS

All work produced by RVCOG while working for CITY shall be the exclusive property of CITY provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

IN WITNESS WHEREOF, THE PARTIES OF THIS AGREEMENT, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS:

CITY OF TALENT:	
Signature	Date
Title	
Address, City, State, Zip	
Phone	
ROGUE VALLEY COUNCIL of GOVERNMENTS:	
Ann Marie Alfrey, Executive Director 155 N 1st Street PO Box 3275, Central Point, OR 97502	Date

ATTACHMENT A

FEE SCHEDULE – 2023-2024

Hourly Loaded Rates*

Principal Land Use Planner	\$ 93.48
Associate Land Use Planner	\$ 69.26
Grants and Contracts Administrator	\$102.72
Project Management (NR Program Director)	\$108.92
Administrative Specialist	\$ 64.63

^{*}Subject to annual adjustments on or about July 1 of each year this agreement is in force. Rates may also be adjusted on the first day of any month following an employee change in status. Hourly rates include travel time.

CITY will also reimburse RVCOG for mileage at the current IRS rate and any supplies and material costs incurred in performing the Services.



City Council Agenda Report

Meeting Date: April 3, 2024 Staff Contact: Gary Milliman

Department: City Manager **E-Mail**: gmilliman@cityoftalent.org

Staff Recommendation: Motion 2 (below) **Estimated Time**: 10 mins.

ISSUE BEFORE THE COUNCIL

Consideration of Urban Forestry Committee Recommendations on Public Tree Management

BACKGROUND

At its meeting of March 13, 2024, the Talent Urban Forestry Committee made two recommendations to the City Council:

- 1. That the TUFC be consulted prior to the removal of any public trees.
- 2. That the City Council adopt a policy that all public street tree locations shall be preserved as suitable tree planting sites.

Staff comments on Recommendation 1: Ordinance 2019-958-O establishes the general duties and responsibilities of the TUFC. There is nothing in this Ordinance that envisions that the TUFC would have oversight authority on the placement or removal of trees.

Currently, the responsibility for management of the public right of way and public lands rests with the City Manager or his/her designee. The City Manager has authorized the removal of several hazard trees within the last 90 days. Three additional trees are scheduled for removal, one located at the Historical Society property (a hazard tree) and two at the Police Station that must be removed to complete the solar array project. Requiring consultation with the TUFC prior to removal of <u>any</u> public tree is an impairment in the City staff authority and responsibility for the management of the City's public lands. If the City Council wishes to provide some level of oversight to the TUFC in the removal of trees, staff suggests language similar to that which is in Ordinance 2019-958-O (H)(I) which provides that the TUFC would advise city staff upon request.

Staff comments on Recommendation 2: Clarification is needed as to what is intended to be enacted by this motion. Upon initial review, it appears that the desired policy would be a blanket policy that all existing street tree locations be preserved as-is and are deemed suitable as tree planting sites. To staff's knowledge, there has been no inventory of street tree locations throughout the City to determine that all current sites are suitable for maintaining existing trees or hosting new trees. Another concern is how such a policy might affect future public works projects; i.e., if a street widening or utility installation is needed and that project encroaches upon an prexisting tree location, would the public improvement need to be designed in such a manner as to preserve the tree location? There are also development review implications with such a policy. The Community Development and Public Works Departments should be consulted on any such policy proposal.

RELATED COUNCIL POLICIES

(more on next page)

POTENTIAL MOTIONS

- 1. Take no action.
- 2. Direct staff to include the recommendations of the Talent Urban Forestry Committee with respect to tree removal on public property and tree site preservation on public property for consideration in the program of work when a new City Tree Ordinance is developed.
- 3. Direct staff to return with an amendment to Ordinance 2019-958-O requiring the city staff to consult with the Talent Urban Forestry Committee prior to removing any tree on public property, excepting trees that have been determined to be a hazard to public safety.
- 4. Direct staff that all trees or previous tree location sites in the public right-of-way be retained.

ATTACHMENTS

- Ordinance 2019-958-O Ordinance Codifying the City of Talent Urban Forestry Committee
- City of Talent Municipal Code Chapter 18.135 Public Trees
- City Charter Chapter 5 Powers and Duties of Officers

ORDINANCE NO. 2019-958-O AN ORDINANCE CODIFYING THE CITY OF TALENT URBAN FORESTRY COMMITTEE

WHEREAS the City Council of Talent, Oregon desires to codify the creation of the Talent Urban Forestry Committee in the Talent Municipal Code.

THE CITY TALENT DOES ORDAIN AS FOLLOWS:

A new Chapter is hereby established to read as follows:

Section 1. [Urban Forestry Committee Created] There is hereby created a Committee to be known as the Urban Forestry Committee. Its primary purpose shall be to assist and advise the City of Talent in the planning and developing of tree establishment, protection and preservation strategies consistent with the Tree City USA guidelines.

Section 2. [General Duties and Responsibilities] The Urban Forestry Committee is an appointed citizen body with the primary responsibility of providing recommendations to the Mayor and City Council on direction, planning and policy on matters pertaining to Tree City USA activities, tree planting care and establishment, and protection of public street trees. Duties and responsibilities of the Urban Forestry Committee shall be as follows:

- A. To conduct an inventory of public properties and city rights-of way in need of tree plantings, recommend priorities for planting efforts, and provide a written report yearly to the City Council.
- B. To develop and recommend to the City Council for its adoption, a master list of approved street tree species suitable for planting along the streets of the City, along with recommended and prohibited species for other locations and uses. Such lists shall be reviewed periodically and incorporated into the Talent Zoning Code.
- C. To develop and recommend to the City Council for its adoption, policies for the planting, care and protection of public trees throughout the City.
- D. To promote public knowledge and understanding of the value of urban tree canopy and street tree planting programs and requirements, and support community engagement through volunteer opportunities.
- E. To work with city staff on Tree City USA planning and documentation requirements including the annually updated *City of Talent Urban Forestry Plan* and planning Arbor Day events.
- F. To conduct an inventory and map the locations of "heritage trees" within the city.

- G. To make recommendations to city staff for placement and species selection for all trees planted in parks and other city-owned properties.
- H. Upon request, -to act in an advisory capacity to city staff or other city committees and commissions regarding implementation of arboriculture best practices and standards.
- I. Upon request, to make recommendations to developers regarding placement and species selection for new developments in the city.
- Section 3. [Membership Compensation]. The Urban Forestry Committee shall consist of five (5) members and two (2) alternates to be appointed by the Mayor with the consent of the City Council. Two (2) member may live outside the city limits of Talent. Committee members shall receive no compensation for their service. A City Council member appointed by the Mayor and agreed to by Council shall serve as the Council liaison to the Committee.
- Section 4. [Terms of Office Vacancy]. Terms of office shall be for a period of two (2) years and shall expire on December 31 of the second year. Any vacancy shall be filled by the Mayor, with the consent of Council, for the unexpired portion of a term.
- Section 5. [Officers]. The Urban Forestry Committee shall, at its first meeting of each calendar year, elect from its appointed members a Chair, Vice-Chair and Secretary.
- Section 6. [Duties of Chair and Vice Chair]. The Chair shall preside at all meetings and set the agenda. The Vice Chair shall perform the duties of the Chair in the absence of the Chair, and such other duties as may be assigned by the Chair. The Chair or Vice Chair shall preserve the decorum at the Urban Forestry Committee meetings.
- Section 7. [Minutes]. The secretary shall keep an accurate record of all Urban Forestry Committee meetings, including written minutes of all meetings. A written report shall be made monthly to the City Council summarizing all Committee activities and action. A copy of the approved minutes signed by the Chair of each Urban Forestry Committee meeting shall be delivered to the City Recorder for filing and said minutes shall be a public record and available for public inspection.
- Section 8. [Quorum Meetings Rules and Procedures—Number of Meetings]. Three (3) of the voting members of the Committee shall constitute a quorum. The Urban Forestry Committee shall adopt rules and procedures consistent with city ordinances and this resolution. The Committee meetings shall include at least one (1) regularly scheduled meeting per month, unless canceled at the direction of the Chair due to lack of Committee business or other reason.
- Section 9. [Removal from Commission]. If a member of the Urban Forestry Committee, without valid reason, misses three (3) regular Committee meetings within the same calendar year, that member shall be subject to removal from the Committee. In addition,

a Committee member may be removed, with consent of the City Council, following a public hearing. This process may be initiated by the City Council or by a unanimous recommendation from the remaining Urban Forestry Committee members.

Section 10. The City of Talent Urban Forestry Committee will develop and maintain Bylaws once the Committee is formed.

Duly enacted by the City Council in open session on October 16, 2019 by the following vote:

Ayes: 0 Nays: 0 Abstain: 0 Absent: 0

Gabriella Shahi, City Recorder and Custodian of City records

Chapter 18.135 PUBLIC TREES

Sections:

18.135.010	Description and purpose.
18.135.020	Definitions.
18.135.030	Permission to plant or remove.
18.135.040	Tree planting notification.
18.135.050	Trees prohibited.
18.135.060	Public tree maintenance.
18.135.070	Public tree committee.
18.135.080	Arbor Day observance.
18.135.090	Tree nominations – Heritage or significant.

18.135.010 Description and purpose.

The purpose of this chapter is to provide for the regulation of planting, maintenance, and removal of publicly owned trees, shrubs, and other plants adjacent to public rights-of-way. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1000, 2006.]

18.135.020 Definitions.

"Public tree" means a tree or woody plant with its base located within or adjacent to a public right-of-way or any tree or woody plant within a city park, or other publicly owned property. Public trees include trees within existing planting strips or sidewalk tree wells. Public trees typically have a single trunk at least two inches in diameter at a point six inches above the mean ground level at the base of the trunk.

Significant and Heritage Tree. See TMC 18.100.020. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1010, 2006.]

18.135.030 Permission to plant or remove.

The removal of public trees should be compatible with guidelines adopted by the Oregon Department of Forestry. Except for the purposes of removal of dying or hazardous branches, maintenance by city crews, or pruning for purposes of maintaining tree health, no person shall plant, remove, cut above the ground, or disturb any public tree until a permit has been issued by the community development department. A permit for the removal of any public tree shall be in accordance with the tree preservation and protection requirements of Chapter 18.100 TMC

and shall also require a right-of-way permit. Applicants for a removal permit may be required to mitigate the removal of tree or trees in accordance with the provisions of TMC 18.100.070, Mitigation.

Planting of public trees shall generally follow construction of curbs and sidewalks; however, the city may defer tree planting until final inspection of completed dwellings to avoid damage to trees during construction. When public trees are proposed, their selection and installation shall be according to the following requirements:

- A. *Species Selection.* Trees shall be selected from the city's adopted tree list and shall be appropriate for the planning location based on the criteria found therein.
- B. Caliper Size. All street trees shall be a minimum of two-inch caliper at time of planting.
- C. Spacing and Location. Street trees shall be planted within the street right-of-way within existing and proposed planting strips or in sidewalk tree wells on streets without planting strips, except when utility easements occupy these areas. Street tree spacing shall be determined by the type of tree(s) selected and the canopy size at maturity and, at a minimum, the planting area shall contain 16 square feet or, typically, four feet by four feet. In general, trees shall be spaced at 30- to 40-foot intervals, except where planting a tree would conflict with existing trees, retaining walls, utilities and similar physical barriers. All public trees shall be placed outside utility easements and clear vision areas.
- D. *Growth Characteristics*. Trees shall be selected based on climate zone, growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance. The following should guide tree selection by developers and approval by the city:
 - Provide a broad canopy where shade is desired, except where limited by available space.
 - 2. Use low-growing trees for spaces under low utility wires.
 - 3. Select trees which can be "limbed-up" to comply with vision clearance requirements.
 - 4. Use species with similar growth characteristics on the same block for design continuity.
 - 5. Use deciduous trees for summer shade and winter sun, unless unsuited to the location due to soil, wind, sun exposure, annual precipitation, or exhaust.
- E. *Replacement*. Replacement of public trees shall be the responsibility of the developer for a period of two years from the time of planting, and shall be guaranteed through a warranty bond prior to final plat. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1020, 2006.]

18.135.040 Tree planting notification.

The city may plant trees on any public right-of-way, park, or other public property. The city will notify private property owners 24 hours in advance before any tree, shrub, or plant is planted on public property within six feet of any owner's property. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1030, 2006.]

18.135.050 Trees prohibited.

No person shall plant on any public property or private property the following trees if the tree's future critical root zone (CRZ) at maturity (CRZ is defined in TMC 18.100.020) is within the public right-of-way: poplar, willow, cottonwood, fruit tree, or ailanthus, unless part of a city-authorized riparian restoration project. The recommended street tree list should be consulted before any tree is planted within or adjacent to the public right-of-way. No person shall plant any tree anywhere in the city so as to adversely affect public utilities. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3I.1040, 2006.]

18.135.060 Public tree maintenance.

- A. *Tree Maintenance*. The city may require any trees, shrubs, plants, or vegetation in any public right-of-way, park, or other public property to be trimmed or pruned.
 - 1. The city will maintain trees within the public right-of-way along collector and arterial streets.
 - 2. The owners of property abutting streets other than arterial and collector streets in residential zoning districts within the city shall be responsible for the care and maintenance (trimming, pruning and spraying) of trees and shrubs located in the public right-of-way. Property owners shall also be responsible for repairing damage done to a street, sidewalk or curb by the roots of any tree or shrub where the CRZ is within the public right-of-way.
 - 3. All owners of property within the city shall be responsible for the following:
 - a. Trimming, pruning and spraying trees on private property that overhang a public right-of-way.
 - b. Trimming and pruning of vegetation that obstructs motorist or pedestrian view of traffic signals, signs, streetlights, street names, or other markings or safety fixtures in the public way. Branches over the street shall be pruned to a height of 13 feet, six inches and eight feet above a sidewalk.
 - c. Repairing damage done to a street, sidewalk or curb by the roots of any tree or shrub on private property.
 - d. Removing trees and shrubs on private property that have been declared a public nuisance or a hazard.
 - e. *Debris Removal.* The person working on trees on a street, highway, or public area shall be required to remove all debris from the right-of-way by sunset of the same day, unless specifically authorized to do otherwise by the community development director, or designee. The acceptable standard shall be a broom clean finish or better.
 - 4. If any property owner neglects to perform any duty required by this section and causes injury or damage to any person or property, that owner shall be liable to the person suffering such injury or damage and shall

indemnify the city for all damages the city has been compelled to pay in any such case. Such damages may be collected in a civil action against the property owner.

- B. *Tree Topping*. It shall be unlawful as a normal practice for any person, firm, or city department to top any tree in the public right-of-way. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms, or other causes, or certain trees under the utility wires or other obstructions where other pruning practices are impractical may be exempt from this provision.
- C. Dangerous Tree Nuisance Removal. Any tree or shrub growing in any public property, on private property, or in a planting strip abutting public property, which is a public safety hazard or which may endanger the security or usefulness of any public street, sewer, or sidewalk; is declared to be a public nuisance. The abatement procedure of Chapter 8.10 TMC shall be applied.
- D. *Trees Abuse Mutilation.* No person shall abuse, destroy, or mutilate any tree, shrub, or plant in a public planting strip, park, or any other public property. This includes attaching or placing any rope or wire (other than one used to support a young or damaged tree), signs, posters, or handbills to any public tree; or allowing any wire charged with electricity, or any gaseous, liquid, or solid substance which is harmful to the trees, to come in contact with the roots or leaves of any such tree. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1050, 2006.]

18.135.070 Public tree committee.

The tree committee shall be a subcommittee of the parks commission. The responsibilities of the tree committee shall include the following:

- A. Making recommendations to the city council for nominating public trees for locally significant or heritage tree designation;
- B. Assisting city staff with Arbor Day observance. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1060, 2006.]

18.135.080 Arbor Day observance.

The city shall observe Arbor Day once a year. The tree committee shall assist city staff with organizing any event to celebrate Arbor Day and the mayor shall issue a proclamation declaring the observance of Arbor Day. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1070, 2006.]

18.135.090 Tree nominations – Heritage or significant.

Any community member may go before the tree committee to nominate a public tree to be designated as a locally significant or heritage tree. The tree committee will make a recommendation to the city council. Upon owner

approval, city council may pass a resolution to designate the nominated tree. [Ord. 918 § 1 (Exh. A), 2016; Ord. 817 § 8-3J.1080, 2006.]

The Talent Municipal Code is current through Ordinance 979, passed May 17, 2023.

Disclaimer: The city recorder's office has the official version of the Talent Municipal Code. Users should contact the city recorder's office for ordinances passed subsequent to the ordinance cited above.

<u>City Website: www.cityoftalent.org</u> <u>City Telephone: (541) 535-1566</u>

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Chapter V Powers and Duties of Officers

Section 22. Committees and Commissions.

The Mayor and Council shall appoint:

- (1) Members of committees and commissions established by Council, and
- (2) Other persons required by the Council to act in an advisory capacity to the Council or its appointed committees and commissions.

Section 23. City Manager.

- (1) The City Manager is the administrative head of the City government.
- (2) A majority of the Council shall appoint and may remove the Manager. The appointment shall be without regard to political considerations and solely on the basis of administrative qualifications.
- (3) The Manager need not reside in the city.
- (4) Upon accepting the appointment, the Manager shall furnish the City a bond in an amount and a surety approved by the Council. The City shall pay the bond premium.
- (5) The Manager shall be appointed for a definite or indefinite term and may be removed by a majority of the Council at its pleasure.
- (6) The Manager shall:
 - a. Attend all Council meetings unless excused by the Council or Mayor;
 - Keep the Council advised of the affairs and needs of the City;
 - c. See the provisions of all ordinances and resolutions are administered to the satisfaction of the Council.
 - d. See that all terms of franchises, leases, contracts, permits and privileges granted by the City are fulfilled;
 - e. Appoint, discipline and remove appointive personnel, except appointees of the Mayor and Council;
 - f. Supervise and control the Manager's appointees in their service to the City;
 - g. Organize and reorganize the departmental structure of City government;

- h. Prepare and transmit to the Council an annual City budget;
- i. Supervise City contracts;
- j. Supervise operation of all City owned public utilities and property; and
- k. Perform other duties as the Council prescribes consistently with this charter.
- (7) The Manager may not control:
 - a. The Mayor or the Council;
 - b. The Municipal Judge in the judge's judicial functions; or,
 - c. Except as the Council authorizes, any appointee of the Mayor and Council.
- (8) The Manager and other personnel whom the Council designates may sit with the Council but may not vote on questions before it. The Manager may take part in all Council discussions.
- (9) When the Manager is absent from the City or disabled from acting as Manager, or when the office of Manager becomes vacant, the Council shall appoint a Manager Pro Tem, who has the powers and duties of Manager, except that the Manager Pro Tem may appoint or remove personnel only with approval of the Council.
- (10) Except in Council meeting, no council member may directly or indirectly, by suggestion or otherwise, attempt to influence the Manager or a candidate for the office of Manager in the appointment, discipline, or removal of personnel or in decisions regarding City property or contracts. A violator of this prohibition may be removed from office by a court of competent jurisdiction. In a Council meeting, members of the Council may discuss with, or suggest to, the Manager anything pertinent to City affairs.

Section 24. Municipal Court and Judge.

- (1) If the Council creates the office of Municipal Judge and fills it by appointment, the appointee shall hold, within the City at a place and time that the Council specifies, a court known as the Municipal Court for the City of Talent, Jackson County, Oregon.
- (2) Except as this charter or City ordinance prescribes to the contrary, proceedings of the court shall conform to general laws of this state governing justices of the peace and justice courts.
- (3) All area within the City and, to the extent provided by state law, area outside the City is within the territorial jurisdiction of the court.
- (4) The Municipal Court has original jurisdiction over every offense that an ordinance of the City makes punishable. The court may enforce forfeitures and other penalties that such ordinances prescribe. The court also has jurisdiction under state law unless limited by city ordinance.

- (5) The Municipal Judge may:
 - a. Render judgments and impose sanctions on persons and property;
 - b. Order the arrest of anyone accused of an offense against the City;
 - c. Commit to jail or admit to bail anyone accused of such an offense;
 - d. Issue and compel obedience to subpoenas;
 - e. Compel witnesses to appear and testify and jurors to serve in the trial of matters before the court;
 - f. Penalize contempt of court;
 - g. Issue process necessary to effectuate judgments and orders of the court;
 - h. Issue search warrants; and
 - i. Perform other judicial and quasi-judicial functions prescribed by ordinance.
- (6) The Council may authorize the Municipal Judge to appoint municipal judges pro tem for terms of office set by the Judge or the Council.
- (7) Notwithstanding this section, the Council may transfer some or all of the functions of the Municipal Court to an appropriate state court.

The City Charter is current through amendments effective January 1, 2017.

Disclaimer: The city recorder's office has the official version of the Talent City Charter. Users should contact the city recorder's office for amendments adopted subsequent to the amendment cited above.

<u>City Website: www.cityoftalent.org</u> <u>City Telephone: (541) 535-1566</u>

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City Council Agenda Report

Meeting Date: April 3, 2024 Staff Contact: Gary Milliman

Department: City Manager **E-Mail**: gmilliman@cityoftalent.org

Estimated Time: 10 mins.

Staff Recommendation: Plan adoption: select from options

Lease Agreement: Motion 2

ISSUE BEFORE THE COUNCIL

Consideration of Jackson County Community - Long Term Recovery Plan and Lease Agreement

- Consideration of a Resolution adopting the final October 2023 Rogue Reimagined Regional Long-Term Recovery Plan prepared by the Jackson County Community Long-Term Recovery Group in collaboration with Jackson County residents, stakeholders, and the jurisdictions affected by the 2020 Almeda and South Obenchain Fires.
- 2. Lease Agreement with Jackson County Long Term Recovery Group

BACKGROUND

Plan Adoption

The Jackson County Community Long-Term Recovery Group (JCC-LTRG) contracted with Urban Design Associates (UDA) to complete a Regional Long-Term Recovery Plan (R-LTRP) following the 2020 Almeda and South Obenchain Fires. The R-LTRP is a comprehensive document intended to unite recovery resources with remaining unmet needs following the fires and help impacted communities build resiliency against future disasters. Rogue Reimagined, the name of this effort, is intended to be a collaborative recovery planning process guided by the community.

The Plan includes a number of recommendations ranging from development policies on one-way streets to "promote wildfire risk reduction standards as a potential approach to reducing residential insurance premiums." Some of these recommendations could impact future development proposals and master plans, such as the Transportation System Plan.

Although these recommendations are optional, the City is called upon to take these recommendations into consideration in the development review process, and could prompt code changes, or require explanation as to why a recommended policy was not incorporated into a future plan or development approval.

Primary funding for this activity was provided roughly \$180,000 in Municipal Wildfire Assistance Program (MWAP) funds that the City of Phoenix applied for on behalf of the JCC-LTRG as pass-through funding for the effort. The City of Talent has participated in this effort through participation by the City staff and by providing office space and Community Center meeting space for JCC-LTRG at no cost.

The Federal Emergency Management Agency (FEMA) uses its long-term community recovery assessment tool to analyze needs and determine short- and long-term goals for recovery, rebuilding, and resilience following a disaster event. This document follows FEMA's framework for recovery, guided by the community's vision for a reimagined Rogue Valley. The final version of the Plan can be found on the JCC-LTRG's website: https://www.roguereimagined.org/the-plan Attached is an excerpt from the Plan

discussing recovery efforts in Talent.

In reviewing the Plan, staff found a number of excellent recommendations for "building back stronger" and emergency preparedness going forward. The Plan document also notes that there are other overlapping initiatives, described as "parallel initiatives." Mayor Ayers-Flood expressed concern at a Council meeting that there appears to be significant redundancy in the various post-fire recovery plans. Staff suggests that JCC-LTRG prepare a matrix of all jurisdictional plans to help identify approaches to coordination of recovery and disaster planning efforts.

The City of Phoenix considered a Resolution to adopt the Plan in November 2023, and declined to take action. The JCC-LTRG is planning to request a similar Resolution from Jackson County and Shady Cove. JCC-LTRG made a presentation at an earlier meeting of the City Council on this matter, and wishes to provide an update at the April 3, 2024, City Council meeting.

Lease Agreement

The City initially entered into a lease agreement with JCC-LTRG in October 2022 for a 750 square foot office space on the second floor of the Talent Depot. This agreement was renewed in June 2023 for a period of six months, through January 1, 2024.

The City currently charges \$1.00 monthly and provides the remaining rental value (as determined in June 2023 at \$969.94 per month) as an in-kind contribution. The City of Phoenix and Jackson County have made in-kind contributions of lower value, including serving as a pass-through agent for grant funding, and providing data that assisted with the planning effort. However, these contributions are not anticipated to be ongoing. Staff believes that JCC-LTRG develop a financial support plan that equitably distributes the cost of its continuing operation among the affected jurisdictions. They note in their correspondence that they anticipate providing staff support for the Re-Oregon program, which may continue to early 2029.

JCC-LTRG is requesting a renewal of the agreement with a term ending June 30, 2025, and with an option to renew at that time. JCC-LTRG is requesting that the space continue to be provided at \$1.00/monthly.

Staff contacted a local property management company for information concerning the market rate for office space in Talent. Several comparables were provided, leading to a finding that the market rate is \$1.00-1.25 per square foot per month. However, this rate would be impacted negatively because the space at the Depot is on the second floor and is not ADA accessible. Thus, staff is recommending a rate of \$0.75 per square foot (\$562.50 per month) for this non-profit organization use effective July 1, 2024.

RELATED COUNCIL POLICIES

POTENTIAL MOTIONS

On the Jackson County Community - Long Term Recovery Plan:

- 1. Take no action.
- 2. Motion to direct staff to prepare a Resolution adopting the Rogue Reimagined regional long term recovery plan for consideration at the May 1st, 2024 City Council meeting.
- 3. Motion to acknowledge the Rogue Reimagined regional long-term recovery plan as an optional guidance document for emergency planning and long-term recovery purposes.

On the lease agreement with the JCC-LTRG:

1. Continue the lease through July 31, 2025, with current terms with an option to renew.

- 2. Extend the existing lease agreement through July 31, 2025, with a modification that the lease payment rate shall adjust from \$1.00 per year to \$562.50 per month effective July 1, 2024.
- 3. Acknowledge that the lease has expired and provide 30 day notice to vacate the premises.

ATTACHMENTS

• Supporting documents



Jackson County Community Long-Term Recovery Group

PO Box 680 | Talent, Oregon 97540 care@jccltrg.org | www.jccltrg.org

02-27-2024 City of Talent 110 E. Main Street Talent, Oregon 97540

Dear Talent City Council,

I am writing to formally request time on the Council agenda to discuss the Rogue Reimagined regional long-term recovery plan, to seek approval or adoption. The comprehensive plan developed collaboratively with various stakeholders and jurisdictions, including the City of Talent, represents a milestone in our efforts towards a resilient and vibrant future for our community.

Throughout the drafting process, we have diligently worked alongside city staff to ensure that Rogue Reimagined aligns seamlessly with the City of Talent's narrative of recovery from the Almeda fires. We are grateful for the valuable feedback from Mayor Ayers-Flood and the Council during the study session, where the significance of our coordination and efforts was duly recognized.

Importantly, Rogue Reimagined has engaged local stakeholders and fostered regional collaboration with jurisdictions, including the cities of Phoenix and Shady Cove, and Jackson County. Together, we have identified 21 recovery projects essential for achieving regional long-term recovery, laying the foundation for a resilient and prosperous Rogue Valley.

Talent residents have played an integral role in shaping the recovery projects outlined in Rogue Reimagined. Their feedback gathered through a series of in-person events and digital platforms, has ensured that the plan reflects the needs and priorities of our fire survivors. If you have not yet reviewed the plan, I invite you to review the plan in its entirety via the following link: Rogue Reimagined R-LTRP

Your input and support are crucial as we seek to implement Rogue Reimagined. I have attached a draft resolution, adapted from the City of Paradise's adoption. Additionally, I

have included verbiage prepared by the City of Phoenix's staff, as requested by their Council, for your reference in drafting legal language.

I respectfully request your consideration of this matter and look forward to discussing Rogue Reimagined in more detail during an upcoming Council meeting. Together, let us continue to move mountains and work together towards a recovered and resilient Rogue Valley.

Thank you for your attention to this request.

Caryn Wheeler Clay Executive Director Caryn@jccltrg.org

1. Draft verbiage adapted from the City of Paradise's adoption:

- **a.** Resolution Adopting the final October 2023 Rogue Reimagined Regional Long-Term Recovery Plan prepared by the Jackson County Community Long-Term Recovery Group in collaboration with Jackson County residents, stakeholders, and the jurisdictions affected by the 2020 Almeda and Obenchain Fires.
- 2. Verbiage prepared by the City of Phoenix's staff for their Council's reference.

 There had been a request from Council to partner on drafting legal language.
 - Motion to adopt Resolution xxx. Adopting the final October 2023 Rogue
 Reimagined Regional Long-Term Recovery Plan prepared by the Jackson
 County Community Long-Term Recovery Group in collaboration with Jackson
 County residents, stakeholders, and the jurisdictions affected by the 2020
 Almeda and Obenchain Fires.



REGIONAL LONG-TERM RECOVERY PLAN

2020 Almeda & South Obenchain Fires

WHY NOW?

Since September 8th, 2020, the Rogue Valley has made giant steps in rebuilding from the Almeda and South Obenchain fires. Neighbors are returning, businesses are reopening, and community foundations are being repaired. These incredible accomplishments are thanks to the extraordinary actions of community leaders, local for-profit and non-profit organizations, state and federal partners, and individual neighbors.

But challenges remain. Recovery is not a quick, one-size-fits-all process, especially at this incredible scale that crosses jurisdictional boundaries and impacts so many.

As the Rogue Valley heals, it is crucial to consider an uncertain future. Southern Oregon's fire season is getting longer and more dangerous with the changing climate, forcing communities to adapt and learn how to protect themselves and bounce back after tragedy. The evolution of the Rogue Valley since the 2020 fires represents a changed landscape from which new recovery priorities have emerged. Rogue Reimagined is the community-led planning process that provides actionable, deliverable projects that will help recover, rebuild, and reimagine a resilient Rogue Valley and carry the momentum of past recovery efforts forward into the future. This Regional Long-Term Recovery Plan (R-LTRP) is the result of this effort.

United in tragedy, the Rogue Valley can collaborate to build back safer and stronger



BUILDING A ROADMAP TO RECOVERY

This Regional Long-Term Recovery Plan (R-LTRP) is a comprehensive document intended to unite recovery resources with remaining unmet needs following the 2020 Almeda and South Obenchain Fires and help impacted communities build resiliency against future disasters. Rogue Reimagined is a collaborative recovery planning process guided by the community.



The goals of the R-LTRP are as follows:

1. Measure the Progress of the Recovery Identify
Projects to
Sustain the
Recovery
Progress
& Address
Unmet Needs

3. Consolidate Findings and Share 4.
Educate
Community

Amplify Grant Writing Success

5.

Following significant disaster events, the Federal Emergency Management Agency (FEMA) uses its long-term community recovery assessment tool to analyze needs and determine short- and long-term goals for recovery, rebuilding, and resilience. This plan follows FEMA's framework for recovery, guided by the community's vision for a reimagined Rogue Valley.



RECOVERY PROJECTS

The community identified the following Recovery Projects as necessary for rebuilding and recovery from the 2020 Almeda and South Obenchain fires. Recovery Projects are organized based on three categories:

- Post-Fire Recovery
- Long-Term Adaptation
- Regional Resiliency

The R-LTRP is a comprehensive community vision and blueprint for recovering, rebuilding, and reimagining the Rogue Valley.



POST-FIRE RECOVERY

This category focuses on finding solutions to problems directly caused by the 2020 wildfires. Rebuilding has been underway since that day, but complete recovery is a long-term endeavor.

Recommended Recovery Projects include:

- 1. Focus on Below Market-Rate Ownership Housing
- 2. Accelerate Development of Affordable Housing
- 3. Support First-Time Homebuyers
- 4. Reduce Insurance Premiums
- 5. Build Back Brick-and-Mortar Businesses
- 6. Leverage Cities' Ability to Boost Redevelopment
- 7. Provide for Long-Term Behavioral Health Services



LONG-TERM ADAPTATION

This category spotlights the increased risk of wildfire due to the increasing frequency of extreme weather events and the need to adapt building practices, environmental policies, and human behaviors to this evolving threat in order to prevent another disaster.

Recommended Recovery Projects include:

- 8. Expand Hazardous Fuels Reduction
- 9. Improve Fire Safety on Evacuation Routes
- **10.** Strengthen Emergency Notification Systems
- 11. Encourage Connected Streets
- 12. Promote Defensible Space Standards
- 13. Set One Standard for Fire-Resistant Homes
- 14. Support Fire-Safe Education



REGIONAL RESILIENCY

This category highlights ways for the Rogue Valley to bounce back, solving issues that ailed the region even before the fires and directing these visions toward a brighter future.

Recommended Recovery Projects include:

- **15.** Be Prepared for the Next Disaster
- 16. Make the Bear Creek Greenway Safe
- 17. Provide for Multilingual Communications
- 18. Address Food Insecurity Funding
- 19. Expand Transportation Options
- 20. Embrace Sustainable Development
- 21. Improve Local Social Determinants of Health

RECOVERY PLANNING LEAD

 Jackson County Community Long-Term Recovery Group



MAJOR FUNDING MADE POSSIBLE BY

- American Red Cross
- Business Oregon

ADDITIONAL SUPPORT FUNDING PROVIDED BY

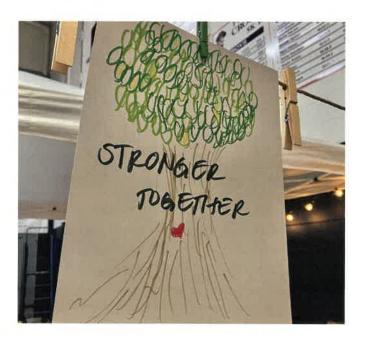
- · City of Phoenix
- City of Talent
- Ford Family Foundation
- Oregon Community Foundation
- Pacific Power

MOVING FORWARD

The JCC LTRG will work with recovery project leads and conveners to keep the community updated on the progress of these efforts. To get involved or stay up to date, visit www.RogueReimagined.org

To read the full plan, visit





ROGUE REIMAGINED PARTNERS

- AARP Oregon
- City of Phoenix
- City of Shady Cove
- City of Talent
- Coalición Fortaleza
- Firebrand Resiliency Collective
- Housing Authority of Jackson County
- Humane Leadership Institute
- Jackson County
- Oregon Department of Emergency Management
- Oregon Housing and Community Services

- Phoenix-Talent School District
- Rogue Action Center
- Rogue Food Unites
- Rogue Valley Community Organizations Active in Disaster
- Rogue Valley Council of Governments, Senior and Disability Services
- Rogue Valley Transportation District
- SOREDI
- Talent Business Alliance
- United Way of Jackson

Recovery Priority

ENCOURAGE CONNECTED STREETS



Tier 1

streets goes hand-in-hand with fire and life safety. This is a Tier 1 priority. Establishing policies related to long dead-end

Project Description

of two ways in and out for new subdivisions Promote connected streets with a minimum

access is required. number of homes before an additional means of standards for a maximum safe distance and/or forward, local jurisdictions should establish safety by doubling evacuation options. Moving future residential developments would increase Requiring two means of ingress and egress for

a safety concern. should also be considered when occupants express than a few existing homes in urbanized areas expensive, options to connect streets with more roads is technically challenging and prohibitively Although connecting most existing long dead-end

Relevance to Jackson County

end streets in new subdivisions. The County Land Jackson County already encourages no long deadcul-de-sacs, unless there is no feasible alternative prohibits dead-end street configurations, such as Development Ordinance (LDO) Section 12.2.4 (B)

Leads or Conveners

Jurisdictions

Supporting Partners

- Police departments
- Fire departments
- Fire districts

Action Steps

- Identify existing long dead-end streets that need to be fixed
- Research and scoping with law enforcement and fire personnel
- Recommend a policy
- Adopt policies

Cost Estimate (Spent and Projected)

Potential Resources

Private developers

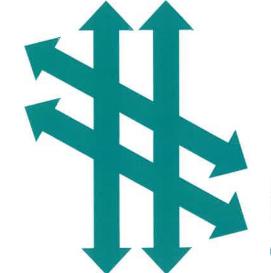
Return on Investment

Page 119 of 144

on dead-end streets in a disaster. Preventing loss of life when residents get trapped

Timeline

0 to 2 years.





CITY OF TALENT

A Note on Progress from the City

of recovery and rebuilding. The community's growing number of commercial projects and commercial development, the city's Community economic base faced its challenges, particularly in areas, with affordable housing developments significant progress over the past three years. resilience shines through as the city has made City of Talent embarked on a determined path In the aftermath of the 2020 Almeda Fire, the buildings emerging at City Hall. Development department is now witnessing a federal agencies. Although the restoration of the following suit thanks to vital grants from state and Initially, the focus was on resurrecting residential

consultant worked to clearly define the metrics summarized statistics of Talent's rebuilding of rebuilding for a county-wide dashboard, from following the Almeda Fire. Jackson County's GIS which this information was recorded. The table on the following page provides

evaluated. Structure types were assigned to only major damage and destroyed structures assessment was used as the base data, with For the Rebuild Activity dashboard, damage



City of Talent signage

a structure is defined as rebuilt if it is being used is also a feedback mechanism in the dashboard by permits, aerials, and county staff input. There for its intended, rebuilt purpose as determined to solely using a Certificate of Occupancy. Here, determine a structure's rebuild status, as opposed Building permit data and imagery is then used to secondary commercial and residential structures each damage assessment to identify primary and (manufactured, single family, multi-family, etc.). where owners can submit corrections.

Summary of Talent Almeda Fire Rebuild Activity

Structural Permits in Progress Structural Permits in Progress refers to the structures that are not yet recovered but have active structural building permits	Structures Recovered or Permitted Structures Recovered or Permitted refers to recovered structures that have finalized structural building permits, certificates of occupancy, or have been confirmed complete by staff or the property owner; permitted structures have a structural permit related to the recovery of the main building and can include mobile home or RV parks that have a park site plan underway or are currently being used as FEMA temporary housing	Structures Destroyed or With Major Damage Structures Destroyed or With Major Damage refers to the total number of primary structures considered destroyed or with significant damage necessitating rebuilding	
34	215	335	PRIMARY SINGLE FAMILY RESIDENCES Primary Single Family Residences includes structures zoned as single family, duplexes, and accessory dwelling units
∞	23	49	PRIMARY MULTI-FAMILY RESIDENCES Primary Multi-Family Residences includes units in fourplexes and above
142	52	276	PRIMARY MANUFACTURED HOME RESIDENCES Primary Manufactured Home Residences includes main home structures
184 28%	290 44%	660 100%	TOTAL PRIMARY RESIDENTIAL STRUCTURES Combines all Primary Residential Structures
15	15	53	PRIMARY COMMERCIAL STRUCTURES Primary Commercial Structures includes structures associated with core business functions
28%	28%	100% .	STRUCTURES STRUCTURES Primary Commercial Structures includes structures ossociated with core business functions

Results as of September 2023



AGE+ Talent Senior Apartments under construction

Notable Projects/Efforts

- Rebuilt about 75% of housing lost in the fires, at higher densities
- Rebuilt two affordable housing complexes. housing option at Talent Mobile Estates CASA helped to create a third affordable
- affordable housing AGE+ is working to build 22 units of senior
- Climate Friendly Area program which will transportation use environments to reduce climate impacts of increase density and promote live-work
- Transportation Growth Management (TGM) along Highway 99 promoting pedestrian-friendly, walkable areas

- Fully recovered the wildfire-impacted Talent-Ashland-Phoenix (TAP) waterline
- Rebuilding commercial at Clearview
- commercial with 12 residential units Rebuilding Goodnight Inn as mixed-use
- opening Fall 2023 Renaissance Flats (72-unit affordable housing) Rebuilding affordable housing, including
- Rebuilding Malmgren Garage
- on Talent Avenue Rebuilding Talent Maker City at new location
- Beginning to update zoning code post-fire
- Continuing work on Title 17 Subdivision
- Reinstated Architectural Review Committee for Talent's Old Town Design District.



Talent Harvest Festival 2022

Major Grant Awards

- American Recovery Plan Act
- Municipal Wildfire Assistance Program
- T-Mobile Hometown Grant
- Oregon Watershed Enhancement Board
- Federal Emergency Management Agency (FEMA) Public Assistance Reimbursement
- Coronavirus Relief Funds
- Ford Foundation

Talent City Hall building in downtown Talent.

Goodnight Inn under construction.



Clear View Drive commercial properties under construction.





sheer magnitude of support services in the critical support in the name of recovery. The organizations, and local businesses have provided Obenchain Fires, hundreds of residents, immediate aftermath of the fires is extraordinary In the time since the Almeda and South OVERVIEW OF PARALLEL INITIATIVES

that have aided in Jackson County's long-term recovery include: are or have been engaged in parallel initiatives Some of the organizations and jurisdictions that

- 1st Phoenix Community Center
- All in for Health
- Coalición Fortaleza
- **Firebrand Resiliency Collective**
- Habitat for Humanity
- **Jackson Care Connect**
- **Jackson County Library Services**

and celebrate the multitude of achievements of the

Rogue Valley community

Rather, this chapter is intended to acknowledge

likely do not require the support of this document. following efforts are independently successful and into the Recovery Projects in this R-LTRP, the preexisting efforts have been incorporated and deserves recognition. While some of these

La Clinica

- Oregon State University (OSU) Extension
- Phoenix-Talent Schools Community Care Department
- Rogue Action Center
- Rogue Food Unites
- Rogue Valley Communities Active in Disaster
- Rogue Valley Transportation District
- SO Health-E

these groups for organizing and compiling much Thank you to the representatives from each of of the following information.

ROGUE REIMAGINED REGIONAL LONG-TERM RECOVERY PLAN

































WORKSOURCE OREGON

Rogue Valley













ACTION



OREGON HOUSING and COMMUNITY SERVICES





Extension Service Oregon State University











Gary Milliman

From:

Caryn Wheeler Clay <caryn@jccltrg.org>

Sent:

Thursday, March 21, 2024 8:07 AM

To:

Gary Milliman

Subject:

Re: FW: Requests

You don't often get email from caryn@jccltrg.org. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Gary,

We would also like to include a brief update for the Council and Mayor on the ReOregon program.

Caryn Wheeler Clay she/her or they/them (Why pronouns matter) Executive Director Jackson County Community Long-Term Recovery Group jccltrg.org linktr.ee/jccltrg

Visit RogueReimagined.org to learn more about how we are supporting recovery and resiliency after the 2020 Almeda and South Obenchain fires.

"Kindness is a language which the deaf can hear and the blind can see." _ Mark Twain

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On Tue, Mar 19, 2024 at 6:39 PM Caryn Wheeler Clay <<u>caryn@jccltrg.org</u>> wrote: Thank you for the update. My responses are below:

- What financial or in-kind contributions have been provided by the cities of Ashland, Phoenix, and the County to support the operation of JCC LTRG, and how does that level of support compare with the value of Talent's in-kind contribution of office space? Are there ongoing commitments of financial or in-kind contributions by the agencies listed above through June 2025? What are those commitments?
 - The City of Phoenix and Jackson County have significantly supported the operation of JCC LTRG (Jackson County Community Long-Term Recovery Group) through both financial and in-kind contributions. These contributions have been vital for completing

- the Regional Long-Term Recovery Plan, Rogue Reimagined, and for facilitating recovery-driven collaborative projects and events within the community.
- City Of Phoenix—The City of Phoenix, alongside the County, has been a pivotal supporter of JCC LTRG through significant in-kind contributions. One notable example is their involvement in Rogue Reimagined, where the City of Phoenix City Manager and Deputy City Manager provided crucial hours of in-kind support as key stakeholders. This support has encompassed offering professional expertise, active participation in the Steering Committee, and support in the writing of the report. Such contributions underscore the City of Phoenix's commitment to fostering collaboration and driving tangible outcomes in our region's long-term recovery.
 - City of Phoenix has also served as the passthrough entity for Business Oregon Municipal Wildfire Assistance Program (MWAP) funding that enabled the realization of the Rogue Reimagined plan. The reimbursement process has been complex and cumbersome, as Business Oregon has never done this. The administrative burden of this effort has been significant for the City of Phoenix and is ineligible for reimbursement.
- Jackson County—Jackson County Emergency Manager Holly Powers has been a driving force behind numerous impactful collaborative efforts between our organization and the county. Notably, she was a co-producer for the Weaving Resilience—the first After Active Review of social services providers in the state—conducted last year and was key to its successful execution. The event, a testament to our strong partnership with Jackson County, drew participation from over 47 representatives from 34 community-based organizations. Behind the scenes, the meticulous planning and execution of this event represented significant time and effort—invaluable in-kind contributions that epitomize the dedication of Holly Powers and our collaborative efforts with Jackson County. Additionally, they offered financial contributions to the event, ensuring the successful execution of Weaving Resilience.
- City of Talent—Talent's contribution through the office space is outlined below:

Period	Cost	Duration	Total
October 6, 2022 to October 31, 2022	\$784.74	1 month	\$784.74
November 1, 2022 to January 31, 2023	\$941.69/month	3 months	\$2825.07
February 1, 2023 to June 30, 2023	\$969.94/month	5 months	\$4849.70
July 1st, 2023 to December 31, 2023	\$969.94/month	6 months	\$5819.64
		Total in-kind	\$14,279.15

- Each contribution, whether financial or in-kind, plays a crucial role in supporting the overall operations and initiatives of JCC LTRG, contributing to the long-term recovery and resilience of Talent residents.
- City of Ashland—The City has not been part of recovery efforts and so has not provided in-kind or financial contributions to recovery efforts via the JCC LTRG.
- Community Center
 - We are not seeking an in-kind contribution for the community center fee. We hope to rent it monthly through October for three hours each to host the General Meetings, which convene partners to share information and identify any gaps and barriers to

recovery from the Almeda and South Obenchain fires. We are working towards making two of the General Meetings evening events that would invite more community participation so survivors can hear directly from recovery leadership about recovery progress and get their questions answered.

• Implications of adopting or accepting the Rogue Reimagined—

- Commitment to Funding: Adopting the plan itself does not commit the city to providing funding for recovery efforts. However, the plan may outline strategies and priorities that could require funding. The city would need to decide on funding allocations separately based on its budgetary process and available resources.
- Impact on Development Standards or Land Use Decisions: The plan could influence current city development standards and land use decisions by providing a framework for incorporating resilience and recovery considerations into these processes. For example, the plan might recommend changes to zoning regulations to reduce vulnerability to future disasters or suggest incentives for developers to build more resilient structures. Ultimately, the extent of the impact would depend on how the city chooses to implement the plan recommendations.
- The plan makes **nonbinding** recommendations based on community and stakeholder input. Funding and changing development standards would require a separate hearing/legal action.
- Adopting or accepting the plan strengthens any federal applications the City might pursue based on recommendations within the plan, as disaster recovery plans, like Rogue Reimagined, are based on tools provided by FEMA to support disasterimpacted communities in pursuing federal funding.

Adoption of plan by other jurisdictions

- We are actively engaged in bringing the proposed plan to the agendas of the jurisdictional partners and beyond. The motion to adopt the plan is key, as it not only showcases the cities' long-term commitment to recovery but also acknowledges the importance of the feedback and priorities as defined by Talent residents and local leaders.
- This report has been meticulously crafted, drawing upon extensive data and feedback from Talent residents, including insights gleaned from over 1200 survey responses, community listening sessions, and constructive conversations with key leadership within local recovery efforts. Ultimately, adopting the plan is a commitment to address the needs and future vision of what Talent residents hope for their community.
- While Talent will never be what it was before the fire, we remain dedicated to an even stronger, more resilient Talent. This initiative will contribute significantly to achieving that goal, inviting CBOs to move that work forward in collaboration with municipal leadership.
- Moreover, Rogue Reimagined stands as the first regional long-term recovery plan in the nation, and support for unifying this region's long-term recovery, adaptation, and resilience under the identified priorities will pave the way for other communities in Oregon as they navigate the future of severe weather events, particularly urban wildfires, in our state.

Caryn Wheeler Clay she/her or they/them (Why pronouns matter) Executive Director Jackson County Community Long-Term Recovery Group jccltrg.org



What is a Long-Term Recovery Group?

Disaster begins and ends at the local level—and so does a community's Long-Term Recovery. The disaster cycle includes three core phases: Preparedness, Response, and Recovery. Long-term recovery is the process of rebuilding a community after a disaster and can last anywhere from 3-10 years, depending on the scope and scale.

When a federally declared disaster strikes, a Long-Term Recovery Group (LTRG) convenes community-based organizations (CBOs), government entities, faith-based groups, developers, business owners, and other organizations working with disaster survivors to support coordinated recovery and rebuilding efforts.

The Jackson County Long-Term Recovery Group (JCC LTRG) is the Jackson County regional LTRG and embraces the Collective Impact model.

The Collective Impact model is based on the understanding that no single policy, government entity, or organization can tackle or solve deeply entrenched social problems alone. The JCC LTRG uses the model to support systems-level coordination of long-term recovery from the 2020 Almeda and South Obenchain fires. Moving beyond a partnership or collaboration, collective impact calls for a longstanding commitment between multiple organizations, all working toward a common goal.

The JCC LTRG operates as a backbone organization under the Collective Impact model. A backbone organization acts as a centralized infrastructure, with staff dedicated to coordinating group members' efforts and ensuring that participants' activities remain in concert. According to the Sol Price Center for Social Innovation at the University of Southern California, the expectation that consistent collaboration can occur without a supporting infrastructure is one of the most frequent reasons that collective impact fails.

LTRGs nationwide have helped their communities achieve a more effective and efficient recovery and become stronger and more resilient through the Recovery process. LTRGs are as varied in their structure as the communities in which they work; the personality and operation of each group are unique and reflect local needs, available resources, cultural diversity, leadership style, and community support. All LTRGs are focused on uniting recovery resources with community needs to ensure that even the most vulnerable in the community recover from disaster.

Read more about LTRGs at https://bit.ly/AboutLTRGs

Connect to Jackson County Community Long-Term Recovery Group

The Jackson County Community Long-Term Recovery Group (JCC LTRG) includes its staff and its network of community partners. Connect into these JCC LTRG networks for collaboration through Basecamp and the LTRG's Committees and Workgroups.

About Basecamp

The JCC LTRG uses the project management platform Basecamp as a powerful communication tool to enhance collaboration and information sharing. Over 150 individuals including representing more than 70 organizations from local CBOs, state agencies, and our jurisdictions, receive updates from this platform. Partners are invited to use the platform to post messages, updates, meeting agendas, questions, and comments, fostering clear and structured discussions.

Basecamp supports text and file attachments, enabling partners to share documents, images, and other relevant materials directly. Users can be notified of new messages and updates through notifications and email alerts. This feature helps teams stay informed and engaged, even if they're not actively participating in the conversation at all times.

To be added to Basecamp, contact JCC LTRG Network Engagement and Operations Manager Tessa at <u>Tessa@iccltrq.orq</u> or by phone at 541-531-0398

JCC LTRG Committees and Workgroups

Communications Committee

The work of the Communications Committee is to create a top down, bottom up communication system between fire survivors and resource providers, with equitable representation from our coalition partners. This group contributes content for the LTRG Newsletter [Produced appx. every 6 weeks], shares campaigns, brings to light gaps in messaging, collaborates on content creation, and conducts provider capacity building through skill share exercises.

This group meets every other week on Thursday mornings. To join, contact staff support Tessa Elbettar at tessa@jccltrg, or by phone at 541-431-0398.

Emotional and Spiritual Care Committee

The Emotional & Spiritual Care (ESC) committee pools community resources to develop short-, medium-, and long-term strategies to help meet the emotional and spiritual care needs of fire-impacted individuals, families, and communities in recovery. The ESC Committee prioritizes equity, culturally appropriate support, and trauma stewardship in order to build community resilience.

This group meets once a month for 90 minutes. To join, contact Caryn Wheeler Clay at caryn@jccltrg.org or by phone at 541-613-5420.

Fire Recovery Event Workgroup (FREW)

FREW members meet once a month to hold awareness of and support events that serve our fire-affected community, support the rebuild efforts, bring joy to our fire-affected communities, build resilience in the community, and offer mutual aid support in the form of tangible resources (food, diapers, clothing, etc). FREW acts as a focal point for event announcements and tracks these announcements in the fire recovery event calendar.

Membership of this group rotates facilitation roles. Contact staff support, Tessa Elbettar, at tessa@jccltrg.org or by phone at 541-531-0398 to join. The meeting frequency is once a month and is scheduled based on the availability of the membership.

JCC LTRG General Meeting

The General Meeting is a critical space where key stakeholders, such as CBOs, state agencies, jurisdictions, community members, and organizational leaders, come together to discuss, plan, and coordinate efforts to assist those affected by wildfires.

During these meetings, participants often share updates on ongoing recovery projects, assess the needs of fire survivors, allocate resources, and collaborate on strategies to promote the long-term recovery and resilience of the impacted community. These meetings play a pivotal role in fostering communication, partnership, and the collective determination needed to support individuals and families in rebuilding their lives.

The General Meeting takes place monthly on the first Thursday of each month. To join the General Meeting or to get on the agenda, contact JCC LTRG Executive Director Caryn Wheeler Clay at caryn@iccltrg.org or by phone at 541-613-5420.

Last updated 10-13-2023

Housing Workgroup

The Housing Work Group includes Pro-Housing Partners from the community, social service agencies, and all jurisdictions. Those involved have committed to working toward the following Priorities:

- Work together to identify and improve the diversity, resilience, and sustainability of housing options in the Rogue Valley.
- Seek new opportunities to support housing development, solving problems with innovative and thoughtful solutions.

Building and Construction Subcommittee

The Building and Construction Subcommittee is a subcommittee of the Housing Recovery Workgroup. The subcommittee's function is to ensure the construction and reconstruction of housing for disaster survivors meet the highest standards of quality, safety, and efficiency. This includes:

- Ensuring oversight and monitoring of housing construction and reconstruction projects, focusing on disaster recovery efforts such as ReOregon.
- Advocating for quality, safety, and efficiency in all aspects of construction and rebuilding.

For questions or to join the workgroup and/or subcommittee, contact Housing Recovery Director Matthew Havniear at matt@jccltrq.org or at (541) 941-6695.

Unmet Needs Table

The Unmet Needs Table Committee exists to bring closure to individual disaster cases for the purpose of long-term resettling. Disaster Case Managers bring cases for resolution to the Committee, and members of the Committee make financial commitments to close cases. It is required that funds be pledged to participate at the Committee table. There is also a signed confidentiality pledge that is required to attend.

This group meets weekly on Thursdays at 9 a.m. via Zoom if cases are ready to be presented and if funds are available. To join, contact staff support, Caryn Wheeler Clay, at caryn@jccltrg.org or by phone at 541-613-5420.

CITY OF PHOENIX PHOENIX, OREGON

RESOLUTION NO.1117

A RESOLUTION ADOPTING THE FINAL OCTOBER 2023 ROGUE REIMAGINED REGIONAL LONG-TERM RECOVERY PLAN PREPARED BY THE JACKSON COUNTY LONG-TERM RECOVERY GROUP IN COLLABORATION WITH JACKSON COUNTY RESIDENTS, STAKEHOLDERS, AND THE JURISDICTIONS AFFECTED BY THE 2020 ALMEDA AND OBENCHAIN FIRES.

WHEREAS, the Jackson County Long-Term Recovery Group (JCLTRG) contracted with Urban Design Associates (UDA) to complete a Regional Long-Term Recovery Plan (R-LTRP) following the 2020 Almeda and Obenchain Fires; and

WHEREAS, the City of Phoenix supported these efforts with roughly \$180,000 in Municipal Wildfire Assistance Program (MWAP) funds that the City applied for on behalf of the JCLTRG as pass-through funding for the effort; and

WHEREAS, the R-LTRP is a comprehensive document intended to unite recovery resources with remaining unmet needs following the fires and help impacted communities build resiliency against future disasters; and

WHEREAS, the Rogue Reimagined, the name of this effort, is intended to be a collaborative recovery planning process guided by the community; and

WHEREAS, following significant disaster events, the Federal Emergency Management Agency (FEMA) uses its long-term community recovery assessment tool to analyze needs and determine short- and long-term goals for recovery, rebuilding, and resilience; and

WHEREAS, this document follows FEMA's framework for recovery, guided by the community's vision for a reimagined Rogue Valley; and

WHEREAS, this R-LTRP is unique because it is multi-jurisdictional in nature. The Almeda and South Obenchain Fires spanned a staggering distance through Jackson County and numbered amongst the most destructive wildfires in Oregon's history. The scale of this disaster and its crossing of jurisdictional boundaries creates complexities for approvals, funding, implementation, and more. The R-LTRP was designed to accommodate these complexities and nuances, uniting all impacted jurisdictions in pursuit of recovery. Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHOENIX, OREGON: Section 1. The City of Phoenix adopts the final October 2023 Rogue Reimagined Regional Long-Term Recovery Plan prepared by the Jackson County Long-Term Recovery Group in collaboration with Jackson County residents, stakeholders, and the jurisdictions affected by the 2020 Almeda and Obenchain Fires.

Section 2. This Resolution shall become effective immeded council and signed by the Mayor.	diately upon its passage by the
PASSED AND APPROVED by the City Council of the Ci authentication thereof at a regular meeting on the 06th da	ity of Phoenix and signed in ay of November 2023.
Terry Baker, Mayor	
ATTEST:	

Bonnie Pickett, City Recorder



Jackson County Community Long-Term Recovery Group

PO Box 680 | Talent, Oregon 97540 care@jccltrg.org | www.jccltrg.org

02-27-2024 City of Talent 110 E. Main Street Talent, Oregon 97540

Dear Talent City Council,

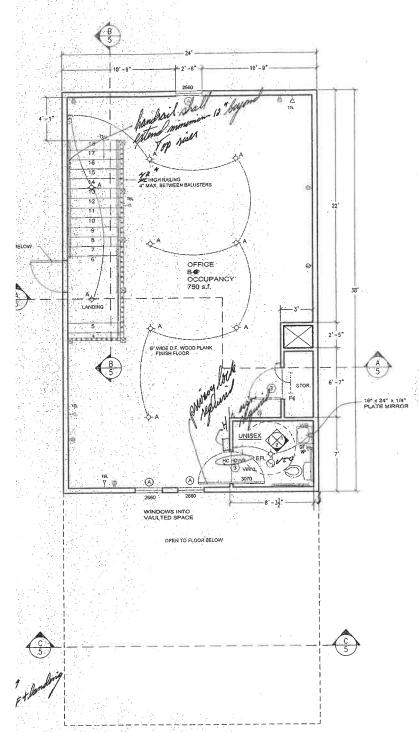
I am writing on behalf of the Jackson County Community Long-Term Recovery Group (LTRG) to formally request an extension of our lease under the current terms through June 30, 2025, with an option to renew thereafter. Our continued presence in the City of Talent is crucial to fulfilling our mission, which is a collaborative and community-led long-term recovery following the 2020 Almeda fires. Being situated within Talent has proven invaluable in maintaining our connections with Talent residents, our community partners, and the fire-affected community.

While many would like to think recovery is over, there are still families yet to recover and much work to be done. There are two significant sources of funding launching that the LTRG has and will continue to play a critical role in supporting. The Public Infrastructure Economic Revitalization (PIER) dollars, for which the LTRG has played an administrative role in the Selection Committee and supported the application process, and the ReOregon program, where the LTRG has a regional liaison on staff supporting the initiative. The ReOregon program is set to launch in March, and the funding will expire by Q1 2029, requiring substantial efforts from our organization and partner organizations to ensure maximum outreach to our fire survivors. Through our committees and workgroups, we continue coordinating closely with our partners to ensure comprehensive support for survivors, including the residents of Talent and those who wish to return.

In light of the factors above and our commitment to the long-term recovery of Talent, we respectfully request the Talent City Council consider an extension of our lease. This extension will enable us to continue our vital work seamlessly, centering the recovery and resilience of all those affected by the fires. We remain eager to provide any additional information necessary.

Thank you for your attention to this matter,

Caryn Wheeler Clay Executive Director Caryn@jccltrg.org



2nd FLOOR PLAN 912 SQ.FT (GROSS)

VM	OTY	SIZE	TYPE	FRAME!	AREA	REMARKS
<u>A</u>	15	2'-6" × 6'-0"	SINGLE	PAINTED (OIL BASE)	15 S.F. EA.	TRUE DIVIDED LITES, DBL. GLAZED
8	4	3°-0" × 2'-0"	TRANSOM	WD., PAINTED (OIL BASE)	7.S.F. EA.	TRUE DIVIDED LITES, DBL. GLAZED

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YM	QTY.	SIZE	TYPE	MATERIAL	SWG	HARDWARE
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2	2	3'-0" x 7'-0" x 1-3/4"	SOLID CORE PLANK CUSTOM DESIGN	PAINTED WOOD	оит	"BALDWIN" ESCUTCHEON - 6552 LEVER - 5152 TUEN KNOB - 6721 FINISH - 102 "YON DUPRIN" PANIC HOW - 5547 "STANLE" HINGES (3 E.A.) - PBB 179 4-1/12" X 4-1/2" (MATCH FINISH)
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3	8	3'-0" x 7'-0" x 1-3/4"	SOLID CORE, FOUR PANEL	PAINTED WD. W SEX SYMBOL RESTROOM DOORS	RT.	"BALDWIN" ESCUTCHEON - 6552 LEVER - 5152 TURN KNOB - 6721 FINISH - 102 "STANLEY" HINGES (3 EA.) - FBB 179 4-1/2" x 4-1/2" (MATCH

FINISH S	CHEDULE	1.			
ROOM NAME	LOOR	BASE	WALLS	CEILING	
LOBBY	5" WIDE WOOD PLANK RANDOM LEMGTHS CLEAR DOUGLAS FIR	LATEX PAINTED WOOD, SEE SHT. A3 COLOR SELECTED BY OWNER	BEADED BOARD WANNSCOT THEN CHAIR RAIL, THEN 6X D.F. HORIZ. WOOD SIDING 3/8" THICK, THEN 5/8" GYP BOARD, OWNER TO SELECT TEXTURE ALL SURFACES TO BE PAINTED W. SEM GLOSS LOLOR SELECTED BY OWNER	518" GYP. BD. OWNER TO SELECT FINISH TEXTURE FOR SEMI GLOSS LATEX PAINT, COLOR SELECTED BY OWNER	
OFFICES / HALLWAY	6" WIDE WOOD PLANK RANDOM LENGTHS CLEAR CEDAR	LATEX PAINTED WOOD SEE SHT. A3, COLOR SELECTED BY OWNER	BEADED BOARD WAINSCOT, THEN CHAIR RAIL, THEN SA'S GYP BOARD, OWNER TO SELECT TEXTURE & COLOR OF LATEX PAINT	COFFERED (2 SHT3) 5/8" GYP. BOARD OWNER TO SELECT COLOR AND TEXTURE LATEX SEMI GLOSS PAINT	
BATHROOMS	1" HEX. CERAMIC TILE	CERAMIC TILE	5/8" GYP BOARD, OWNER TO SELECT TEXTURE & COLOR OF LATEX PAINT	5/8" GYP BOARD, OWNER TO SELECT TEXTURE & COLOR OF LATEX PAINT	
STORAGE / MECH	VINYL COLOR, PATTERN SELECTED BY OWNER	RUBBER	5/8" GYP. BOARD SEALED	5/8" GYP. BOARD SEALED	

SYM QT		TYPE	REMARKS	
Α	23	RLM, COMPACT FLOUR. PENDANT	ABOLITE (46 W)	
8	2	RLM, COMPACT FLOUR. PENDANT	ABOLITE (35 W)	
EFL	3	EXHAUST FAN / LIGHT	SOLTAIRE SSOLU	
F4	3.	FLOUR, STRIP W/ LENSE	4' LIGHT	
ws	3	WALL MOUNTED SCONCE	DREWSEY RECONSTRUCTION W786	
EW .	7	RLM, COMPACT FLOURESCENT GOOSENECK WALL BRACKET	ABOLITE (35)	

4" = 1'-0"

REAL PROPERTY LEASE

PARTIES.	City of Talent, an Oregon Municipal corporation	(Landlord)
ADDRESS:	c/o Jordan Rooklyn PO Box 445 110 E Main St Talent, Oregon 97540	
	Jackson County Community Long Term Recovery Group, a Public Benefit Corporation	(Tenant)

ADDRESS:

DADTIEC.

c/o Caryn Wheeler-Clay 60 Hawthorne Street Medford, Oregon 97504

AGREEMENTS

In Consideration of, and under the terms, covenants and conditions hereinafter set forth, Landlord hereby leases the Leased Premises to the Tenant, together with the nonexclusive right to use the Common Facilities.

- 1. **DEFINITIONS** The following terms, as used herein, are defined:
 - a. Real Property: The real property commonly referred to as the Depot Building upon tax lot 10700 in Talent, OR 97540, consisting of approximately 2191 total usable square feet.
 - b. Leased Premises: Within a portion of the real property at 100 E. Main Street, Suite C, Talent, OR 97540; and consisting of approximately 889 square feet.
- 2. TERM This Lease shall commence on the 1st day of July 2023 and terminate on the 31st day of December 2023.
- 3. (RENT For the whole of the said term, Tenant agrees to pay Rent and all charges due on the 1st of each month. Tenant shall pay \$1 per month for the Premises and Landlord shall provide in-kind rent for the remainder of the Base Rent for the Premises. The Base Rent for the Premises follows the rate schedule below:

	July 1,	2023 t	to	December 31, 20)23 = :	\$969.94/month
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- **3.2 Rent** is due on the 1st of each month. In the event any payment coming due from Tenant to Landlord hereunder, specifically including the monthly rental payment, is not received by the Landlord within ten (10) days from the due date thereof, Tenant shall pay to Landlord a late charge of ten percent (10%) of rent, but in no event to exceed any maximum amount now or hereafter established by law.
- 4. SECURITY DEPOSIT: Tenant will deposit a \$500.00 a Security Deposit to secure Tenant's obligations under this Lease. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within ten (10) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount then required of Tenant. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises.

- 5. COMMON AREA AND USAGE The term "Common Area" means all areas and facilities outside the leased premises that are provided and designated by Landlord for general use and convenience (among others) of Tenant and others. These areas include, but are not limited to, pedestrian sidewalks, landscaped areas, exterior stairways, and similar areas and delivery yards. Landlord reserves the right from time to time to make changes to the shape, size, location, number and extent of improvements, buildings common areas, loading areas, parking layout or areas, and other improvements and to eliminate or add any improvements or buildings to any portion of the property.
 - 5.1 All usage must be courteous and respectful to other on the premises.
- 5.2 During the term of this lease Landlord shall operate, manage and repair all parking areas upon the property. The manner in which such areas and facilities shall be maintained and the expenditures for maintenance shall be at the sole discretion of the Landlord and the use of such areas facilities shall be subject to such reasonable regulations and changes as Landlord shall make from time to time, including without limitation the right to close, if necessary, all or any portion of such areas, roads, or facilities to such extent as may be legally sufficient in the opinion of the Landlords' counsel to prevent a dedication thereof of the accrual of rights of any person or of the public therein, or to close temporarily all or any portion of such areas and facilities.

Tenant shall be solely responsible for any snow/ice melt services in front of their premises and shall pay for any damage which may occur due to Tenant's negligence or misuse of the parking and common areas.

- 6. PURPOSE Tenant shall use and occupy the Leased Premises for organizational offices. Tenant shall not use space for any other use or purpose without the written consent of Landlord. The Parties acknowledge that Landlord has a significant interest in the activities conducted upon the Leased Premises and that the granting or withholding of consent by Landlord to any other use of the Leased Premises shall be solely within the Landlord's discretion and shall not be unreasonably withheld.
- 7. USES PROHIBITED The Tenant shall not use the Leased Premises in any manner that will increase the rating or cost of fire insurance upon the Improvement from the rate in force as at the date of the commencement of the term of this Lease, or in any other manner which would deface or injure the Improvement or the Real Property, or portions of either. Tenant shall not permit any objectionable noise or odor to escape from or be emitted from the Leased Premises, or permit any use or activity upon the Leased Premises tending to create a nuisance or disturb any other tenant of the Improvement.
- 7.1 Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Leased Premises only those substances typically used or sold in the prudent and safe operation of the business specified in Section 6. Tenant may store such substances on the Leased Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall take care and precaution to comply with all Environmental Laws, now in effect or hereafter enacted. Tenant must exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove from the Premises all hazardous substances brought on the Premises during the term of this Lease. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order, now in effect or hereafter enacted, pertaining to the protection of health, safety or the environment.
- 7.2 Tenant shall perform no act in the conduct of Tenant's operations upon the Leased Premises or in Tenant's occupancy thereof which is in violation of any of the laws of the State of Oregon relating to "pollution control" as set forth in ORS Chapter 468, or in the rules and regulations of the Department of Environmental Quality as adopted by the Environmental Quality Commission or any other agency of the State of Oregon or its political subdivisions having authority to regulate and control the quality of air, water and the disposal of waste, toxins and hazardous materials.
- **7.3** Tenant shall not incorporate the use, manufacturing, distributing, storage or selling of any cannabis, hemp, or other related products within the premise.
- 8. COMPLIANCE WITH LAW AND RULES AND REGULATIONS Tenant at Tenant's own expense shall promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, use and zoning restrictions, recorded covenants and conditions, and other requirements of federal, state, county and city governments with respect to the use, care and control of the Leased Premises. Tenant acknowledges that the subject property is within the City limits and agrees to comply with all of the rules and regulations pertaining to Landlord's building as set forth now or in future amendments. Tenant further agrees to abide by such rules and regulations as they may be expanded, modified or amended from time to time by Landlord.

- 9. ASSIGNMENT AND SUBLEASE Tenant shall not assign interest of the Tenant under this Lease, nor shall the Tenant sublet any portion of the Leased Premises, without the written consent of Landlord, which shall not be unreasonably withheld. The Parties acknowledge that Landlord has a significant interest in the activities and creditworthiness of the occupant of the Leased Premises and that the granting or withholding of consent by Landlord to assignment or subleasing of the Leased Premises shall be within the Landlord's reasonable discretion.
- 10. UTILITIES Tenant shall be responsible for 100% of the electric, water and sewer service charges, so long as they are the only Tenant occupying the building. If the downstairs (Suites A and B) are leased, Tenant shall be responsible for 15% of the electric, water and sewer charges. Tenant shall be 100% responsible for all costs associated with voice and data services, garbage and recycling.
- 11. IMPROVEMENTS AND TRADE FIXTURES No alterations shall be made, or additions constructed, to the Leased Premises without the prior written consent of Landlord, Tenant shall remove any trade fixtures and other improvements installed or constructed by Tenant upon the Leased Premises as Landlord directs; provided that Tenant shall have the obligation to repair all damage resulting from the removal of such trade fixtures or improvements. Unless removed by Tenant within ten (10) days after the termination of this Lease, all such trade fixtures and improvements shall be deemed abandoned by Tenant and any interest of Tenant therein shall be deemed transferred to Landlord, without prejudice to any claims by Landlord arising out of Tenant's failure to remove. The renewal of this Lease or the extension of its term in any other manner shall not be deemed a modification of the right of Tenant to remove trade fixtures and improvements or the obligations of Tenant under this paragraph. During the period from the expiration or termination of this Lease for any reason to the date that tenant fully removes all of Tenant's trade fixtures and improvements and performs the repairs required under the provisions of this paragraph, or to a date ten (10) days after the date upon which such trade fixtures or improvements are deemed abandoned, Tenant shall be conclusively deemed to be holding over as a tenant at will and all of the obligations of Tenant hereunder, including the obligation to pay rental, shall continue in full force and effect.

Tenant, at it's own expense, shall make improvements, modifications, and repairs to keep the Premises in compliance with specific ADA requirements (and other governmental accessibility requirements) to the extent triggered by improvements made by Tenant.

Tenant shall be responsible for any and all improvements to the Leased Premise, which must be completed in a professional, craftsmanship manner. Any modifications to the building structure, plumbing, or electrical systems must be approved by ownership prior to change.

- 12. RETURN OF PREMISES Upon the expiration of this Lease or its termination for any cause, Tenant will surrender the Leased Premises in the order and condition required under the provisions of Paragraph 15 of this Lease, except for damage resulting from fire, acts of God, or other casualty not caused by the negligence or fault of the Tenant, and normal wear and tear.
- 13. EARLY TERMINATION The Tenant or Landlord may request early termination of this lease by providing 45-day written notice to the opposite party. Tenant will be responsible for all rent costs incurred within the 45-day period, per Section 3.
- 14. ACCESS BY LANDLORD The Landlord, or the Landlord's representatives and agents, shall have free access to the Leased Premises at reasonable times for the purpose of examining or exhibiting the same or to make any repairs or alterations on the Leased Premises which the Landlord deems convenient for the maintenance or preservation thereof; provided that this paragraph shall not be deemed a modification of the repair and maintenance responsibilities provided by this Lease. At any time, Tenant shall permit Landlord and its agents to place upon the Leased Premises any reasonable "For Sale" signs and to exhibit the Leased Premises to prospective purchasers at reasonable hours. At any time within sixty (60) days prior to the expiration of this Lease, Tenant shall permit Landlord and its agents to place upon the Leased Premises any reasonable "For Rent" or "For Lease" signs and to exhibit the Leased Premises to prospective tenants at reasonable hours.
- 15. REPAIRS AND MAINTENANCE Landlord shall maintain and repair, at Landlord's expense, the roof, and structural components of the Leased Premises. Landlord shall ensure the HVAC system is property maintained and repaired as needed.

Tenant shall maintain, repair and replace all interior elements of the Leased Premises within the walls of the Leased Premise in the same manner as a reasonably prudent owner including but not limited to light fixtures, electrical wiring, light bulbs, plumbing fixtures from the point of entry, finished walls, flooring, interior plate glass & doors and hardware for the doors, as well as all trade fixtures. Repairs and replacements shall be made without regard to the expiration date of this Lease.

16. PARKING Tenant shall be entitled to the nonexclusive right to parking, in a portion of the parking area located upon the Real Property. All of the parking area shall be deemed a Common Facility. Landlord cannot be held liable for any damage that

may occur to the Tenant's vehicle, or the vehicle of Tenant's clientele, during the use of any of the available parking areas.

- 16.1 Tenant shall not service or store any vehicle in the Common Areas, unless Landlord grants written permission for such storage.
- 17. LIENS AND ENCUMBRANCES Tenant shall keep the Premises free and clear of any and all liens or encumbrances imposed or threatened to be imposed on the Leased Premises by reason of any contract, act or omission by the Tenant.
- 18. INJURY TO PROPERTY OR PERSON The Tenant is to be responsible for the condition of the Leased Premises interior during the term of this Lease and any damage or injury to property or person resulting from the condition of the Leased Premises or the activities upon the Real Property of the Tenant, the Tenant's agents and employees, any independent contractor hired by Tenant, any subtenants of Tenant or any other person upon the Real Property with the express or implied consent of Tenant, except to the extent of Landlord's obligations to repair under the provisions of Paragraph 15 hereof. Tenant shall indemnify and save Landlord harmless from any loss, damage, claim or demand arising out of such condition or activities. Tenant shall obtain and maintain in full force and effect personal injury and property damage liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit, indemnifying the Tenant from any liability, claim or demand arising out of such condition or activities, and naming Landlord as an additional insured. Such insurance shall be written by an insurance company authorized to transact business within the State of Oregon, and shall provide that such insurance may not be canceled or modified in any manner without not less than ten (10) days' prior written notice to Landlord. A copy of such insurance policy or a certificate evidencing such insurance shall be furnished to Landlord.
- 19. FIRE INSURANCE Landlord shall maintain in force a policy or policies of fire insurance covering the Improvement, with such coverage and in such amounts as Landlord may determine, naming the Landlord as the insured thereunder. Tenant shall insure the interest of Tenant in any personal property, fixtures or trade fixtures located in the Improvement.
- 20. TAXES/ASSESSMENTS Tenant shall pay all personal property taxes upon property of the Tenant located upon the Leased Premises.
- 21. DESTRUCTION OF PREMISES In the event the Leased Premises are destroyed or injured by an act of God, by fire or by other casualty to the extent that Landlord determines in Landlord's sole discretion that it is impractical or inadvisable to repair or to reconstruct, then the Landlord shall give the Tenant written notice of such decision and the Lease shall terminate as of the date of such destruction. The Landlord shall have a period of thirty (30) days following the destruction or damage in which to decide whether the repairs or reconstruction shall be made. If the Landlord decides to repair or reconstruct, this Lease shall continue in full force and effect. In any event the Tenant shall be entitled to a reduction of rent from the date of such destruction or damage until the repair or reconstruction is completed in an amount proportionate to the extent to which said damage or destruction and the making of the repairs interferes with the occupancy by the Tenant of the Leased Premises.
- 22. TAKING FOR PUBLIC USE If the Leased Premises, in whole or in part, be taken or condemned for public use (an agreed sale to a public or quasi public corporation or utility after threat of condemnation constituting a public taking as used herein), all compensation awarded upon such condemnation or taking shall be paid directly to the Landlord, and the Tenant hereby irrevocably assigns and transfers to the Landlord all the Tenant's rights, and claims to compensation or damages, including severance damages, to which the Tenant might become entitled during the term hereof by reason of such taking. Upon any such taking by condemnation, the title to the property so taken shall vest in the condemner, free and clear of this Lease, subject to the Landlord's right to compensation in the stead of the Tenant and as owner, and, except for said rights to compensation, this Lease shall terminate as to the property so taken, and the rental shall be proportionately reduced for the remainder of the term. In such a case tenant has full right to obtain all personal property that may be on the premises, unless it is a building fixture that is attached and will result in damage if removed.
- 23. CONDITIONS In the event a petition is filed by the Tenant for relief under any of the chapters of the Federal Act relating to bankruptcy; or in the event an involuntary petition is filed against Tenant under the provisions of such Act and such proceeding is not dismissed within thirty (30) days from the date of such filing; or in the event the Tenant makes an assignment for the benefit of the Tenant's creditors of all or any portion of the assets of the Tenant; or in the event Tenant proposes or consents to a composition with unsecured creditors of the Tenant; or in the event any interest of the Tenant hereunder is levied upon by legal process for the enforcement of any debt of the Tenant, individually or jointly; Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant. Specifically, the time periods provided by Paragraph 26 of this Lease for curing defaults shall not be applicable to the provisions of this paragraph.

- 24. SUBORDINATION OF LEASE Tenant agrees that this Lease is, and shall be, subordinate to any mortgage or any other hypothecation for security which hereafter may be placed upon the Real Property or any portion thereof, and such subordination is hereby effective without any further act by Tenant. Nevertheless, upon the request of Landlord, Tenant shall enter into a Subordination Agreement in such form as a lender may require providing in effect that this Real Property Lease and the rights of Tenant herein are subjected and subordinated, and shall remain subject, subordinate and junior to the lien of such lender and to the rights and interest of such lender, its successors and assigns, as fully and with the same effect as if the document creating the lien of lender had been fully executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of this Lease or possession by Tenant.
- 25. SIGNS & DISPLAYS No sign, fixture, advertisement or notice shall be placed, inscribed, painted or affixed to the Improvement or upon the Real Property or within the Leased Premises that is visible from the exterior, without the written consent of Landlord. Any purchase and/or installation of signage shall be at tenant's sole expense and must be in accordance with Landlord's specifications. Signs shall comply with City Code and the rules and regulations set within this document or as amended in the future.
- 26. **DEFAULT BY TENANT** In the event the Tenant shall fail to pay any payment coming due hereunder from the Tenant to the Landlord within ten (10) days from the due date thereof, or in the event the Tenant shall violate or fail to perform any other covenant, condition or provision of this Lease within thirty (30) days after written notice thereof is given to the Tenant by the Landlord, the Landlord shall be entitled to the following remedies:
- a. Without terminating this Lease, the Landlord shall be entitled to recover from the Tenant any amounts due hereunder, or any damages arising out of the violation or failure of the Tenant to perform any covenant, condition or provision of this Lease.
- b. The Landlord may elect to terminate this Lease and any and all interest and claim of the Tenant by virtue of such Lease, whether such interest or claim is existing or prospective, and to terminate all interest of the Tenant in the Leased Premises. Such termination shall, at the election of the Landlord, also terminate any sublease by the Tenant, whether or not the Landlord has theretofore consented to such sublease.
 - c. The Landlord may elect to relet the Leased Premises as agent for the Tenant.
- 26.1 The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to the Landlord at law or in equity. The ten (10) day grace period for the payment of amounts coming due hereunder is in recognition of the ten (10) day grace period for the payment of rentals provided by the statutes of the State of Oregon, and shall not be construed as an addition to, or an extension of, such grace period provided by statute. All remedies, to the extent they are not inconsistent with each other, shall be deemed cumulative. The election by the Landlord of one remedy shall not prevent the subsequent election by the Landlord of an inconsistent remedy unless the Tenant has substantially changed the Tenant's position in reliance upon such prior election by the Landlord.
- 26.1.1 In the event this Lease is terminated, all obligations and indebtedness of the Tenant to the Landlord arising out of this Lease prior to the date of such termination shall survive such termination.
- 26.1.2 Upon such termination, or upon the election by the Landlord to relet the Leased Premises, the Landlord may re-enter the Leased Premises and take possession thereof and remove any persons and property by legal action or by self-help with the use of reasonable force and without liability for damages, and the Tenant shall indemnify and hold the Landlord harmless from any claim or demand arising out of such re-entry and removal of persons and property.
- **26.1.3** In the event the Landlord re-enters the Leased Premises upon termination, or for the purpose of reletting, the Landlord may relet all or some portion of the Leased Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of a period of rent-free occupancy or other rental concession, and Landlord may, but shall not be required to, relet the Leased Premises for any use or purpose other than that specified in this Lease, and Landlord shall not be required to relet to any tenants which Landlord may reasonably consider objectionable.
- 26.2 In the event of termination by the Landlord, the Landlord shall be entitled to recover immediately as damages the total of the following amounts:
- a. Any amount by which the Tenant's total obligations under this Lease exceed the reasonable rental value of the Leased Premises as at the date of default, for the remaining term of this Lease.
 - b. The reasonable costs of re-entry and reletting, including, but not limited to, any expense of cleaning, repairing,

altering, remodeling, refurbishing, removing Tenant's property, or any other expense incurred in recovering possession of the Leased Premises or reletting the Leased Premises, including, but not limited to, attorney's fees, court costs, broker's commissions and advertising expenses.

- c. The loss of rental accruing until the date when a new tenant has been, or with the exercise of reasonable diligence could have been, obtained.
- d. The entire minimum rent otherwise due and payable for the months' rent was abated hereunder. Such months represent any rental concessions granted at the beginning of this Lease or concessions granted during the term of this Lease.
- **26.2.1** In the event the Landlord relets the Leased Premises as agent for the Tenant, the Landlord shall be entitled to recover immediately as damages the total of the following amounts.
- a. An amount equal to the total rental coming due for the term of this Lease, computed based upon the periodic rent provided for herein and without discount or reduction for the purpose of adjusting such amount to present value of anticipated future payments, less any payments theretofore applied against such total rental.
- b. The reasonable costs of re-entry and reletting, including, but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Tenant's property, or any other expense incurred in recovering possession of the Leased Premises or reletting the Lease Premises, including, but not limited to, attorney's fees, court costs, broker's commissions and advertising expense.
- c. The entire minimum rent otherwise due and payable for the months' rent was abated hereunder. Such months represent rental concessions granted at the beginning of this Lease or concessions granted during the term of this Lease.
- **26.2.2** All payments received by the Landlord from reletting shall be applied upon indebtedness and damages owning to the Landlord from the Tenant, if any, and the balance shall be remitted to the Tenant.
- **27. QUIET ENJOYMENT** Landlord warrants and covenants that upon performance of all the terms and conditions hereof by Tenant, Tenant shall peaceably enjoy the Leased Premises for the term hereof. Tenant shall make all efforts to accommodate and not to disrupt the enjoyment of all other tenants within the Leased Premises.
- 28. HOLDING OVER In the event Tenant shall hold over after a notice of termination has been delivered, such holding over shall be deemed to create a tenancy at will, which may be terminated at any time by the Tenant or the Landlord. The base rent for the holdover period may be increased as much as 110% of the current base rent period.
- 29. WAIVER OF SUBROGATION RIGHTS Each of the parties hereto hereby released the other, and the agents, employees and successors of such other party, from all claims, demands and liabilities arising from unintentional acts or omissions of the other party which result in loss for which the party sustaining such loss is indemnified under a policy or policies of insurance, and neither party's insurance company shall have a subrogated claim against the other.
- 30. NOTICES Any notice to be given hereunder or any notice to be given by law shall be in writing and may be given by email, personal delivery or by certified mail. Notice to Landlord shall be delivered to the address cited on Page 1 of this Real Property Lease, or such other address as may later be designated in writing. In addition, notice may be given in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third business day following the date of posting in the United States mail, if such notice is given by mail.

Tenant's mailing address: PO Box 680 Talent, OR 97540

Tenant's Email Address: caryn@jccltrg.org

- **30.1** If a mailbox is available upon the property, either as an individual unit or community unit, the keys are the responsibility of the Tenant. Landlord does not have the legal authority to change a lock on a mailbox as it is the property of the United States Postal Service. Any fee associated with obtaining a key is the sole responsibility of the Tenant.
- 31. INTERPRETATION All the covenants, agreements, conditions and terms contained in this Lease shall be binding upon, apply and inure to the benefit of the heirs, personal representatives or the successors and assigns respectively of the Landlord

and the Tenant, and all of said covenants shall be construed as covenants running with the land. This paragraph shall not be construed as a modification of any restrictions on assignment set forth herein.

- 32. 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 of relinquishment of the right to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 33. LITIGATION EXPENSE 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.
- 34. WARRANTY OF AUTHORITY In the event this Lease is executed by any person as an officer or agent, such person individually represents and warrants that such person is duly authorized to execute and deliver this Lease on behalf of its principal and that the execution of this Lease is the lawful and voluntary act of the principal of such person.
- 35. CHANGE OF OWNERSHIP If Tenant is a corporation, then any transfer during the term of this Lease or any renewal thereof of voting stock resulting cumulatively in more than a fifty percent (50%) change of ownership from the date of the execution of this Lease; or if Tenant is a partnership, then any change in the sharing of profits or losses of such partnership whereby persons who are not partners as to the date of the execution of this Lease acquire more than a fifty percent (50%) interest in profits and losses; shall be deemed a transfer of the leasehold interest of Tenant which requires the granting or withholding of consent by Landlord under the provisions of Paragraph 9 of this Real Property Lease.
- **36. BINDING EFFECT** All of the covenants, agreements, conditions and terms contained in this Lease shall be binding upon, apply to the benefit of the successors and assigns of the respective parties hereto. However, nothing in this paragraph shall be construed as modifying in any way any restrictions on assignment or transfer provided in this Lease.
- **37. INTEGRATION** This Lease constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral.
- **38. APPLICABLE LAW** The applicable law for the purpose of interpretation of this Lease, or the enforcement of any rights or obligations hereunder, shall be the laws of the State of Oregon.

39. ESTOPPEL CERTIFICATE

- a. Each party (as "responding party") shall at any time upon not less than ten (10) days' prior written notice from the other party ("requesting party") execute, acknowledge and deliver to the requesting party as statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting part, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Building or of the business of Tenant.
- b. At the requesting party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the party who is to respond, without any further notice to such party, or it shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's rent has been paid in advance.
- c. If Landlord desires to finance, refinance or sell the Property, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include the past three (3) years' financial statements of Tenant. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.
- **40. RECORDING** Tenant shall, upon written request of Landlord, execute and deliver a memorandum of this Lease sufficient for recording in the real property records of the county in which the Real Property is located. Landlord shall pay the cost of recording. This Lease, and any memorandum or other notice thereof, shall not be recorded without the consent of Landlord, in

Landlord's sole discretion.

41. REPRESENTATIONS The Tenant acknowledges that this Lease is accepted and executed on the basis of Tenant's own examination and personal knowledge of the value and condition of the Leased Premises; that no representation as to the value, condition or repair of the Leased Premises has been made by Landlord or Landlord's agent and that the Tenant agrees to take the Leased Premises in the condition the Leased Premises are in at the time of the execution of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first herein above written.

LANDLORD: City of Talent

Jordan Rooklyn/City Manager

TENANT:

Jackson County Commission Long Term Recovery Group

Caryn Wheeler-Clay, Executive Director