



City of Florence
A City in Motion

City of Florence Council Special Session

Florence City Hall
250 Hwy 101
Florence, OR 97439
541-997-3437
www.ci.florence.or.us

- Meeting materials including information on each agenda item are published at least 24 hours prior to the meeting, and can be found of the City of Florence website at www.ci.florence.or.us/council.
- Items distributed during the meeting, meeting minutes, and a link to the meeting video are posted to the City's website at www.ci.florence.or.us/council as soon as practicable after the meeting.
- To be notified of City Council meetings via email, please visit the City's website at <http://www.ci.florence.or.us/newsletter/subscriptions>.

March 23, 2020

SPECIAL MEETING AGENDA

5:30 p.m.

Councilors:

Joe Henry, Mayor

Woody Woodbury, Council President Ron Preisler, Council Vice-President
Joshua Greene, Councilor Geraldine Lucio, Councilor

With 48 hour prior notice, an interpreter and/or TDY: 541-997-3437, can be provided for the hearing impaired.
Meeting is wheelchair accessible.

Proceedings will be shown live and for rebroadcast on Cable Channel 191 and online at www.ci.florence.or.us/citymanager/public-meetings-live and will be available after the meeting on the City's Vimeo Site.

COVID-19 UPDATE

Due to federal and state restrictions on public gatherings, the Florence City Council meetings shall be held via teleconference and shown live on Cable Channel 191 and online at <https://www.ci.florence.or.us/citymanager/public-meetings-live>.

It is strongly encouraged that the public not attend City Council meetings in person.

To protect safety and ensure social distancing, only a limited number of audience members will be allowed to attend the meeting. In person meeting attendance will be subject to applicable regulations in place at the time of the meeting, which are subject to change.

Citizens wishing to express their views may submit comments in writing. For more information, visit the City of Florence website at www.ci.florence.or.us/council/request-address-city-council-speakers-card.

CALL TO ORDER – ROLL CALL

5:30 p.m.

ACTION ITEMS

The action items shall not allow for time for verbal public comments. For information on how to submit comments to the City Council in writing, visit the City of Florence website at www.ci.florence.or.us/council/request-address-city-council-speakers-card.

- 1. TEMPORARY COVID-19 PUBLIC MEETING PROCEDURES**
Review and consider approval of **Resolution No. 5, Series 2020**, a resolution establishing temporary COVID-19 public meeting procedures. Kelli Weese
City Recorder
- 2. COVID-19 EMERGENCY DECLARATION**
Review and consider approval of **Resolution No. 6, Series 2020**, a resolution declaring a temporary state of emergency within the boundaries of Florence and delegating authority to the City Manager. Erin Reynolds
City Manager

CONSENT AGENDA

- 3. CITY COUNCIL MEETING MINUTES**
Consider approval of the City Council meeting minutes of January 6, 2020. Kelli Weese
City Recorder

4. ODOT FLEXIBLE SERVICE MAINTENANCE AGREEMENT

Consider authorizing the City Manager to sign a Flexible Service Maintenance Agreement between the Oregon Department of Transportation (ODOT) and the City of Florence.

Mike Miller
Public Works
Director

REPORT & DISCUSSION ITEMS

5. REPORT & DISCUSSION ITEMS

- Quarterly Financial Report
- February Committee, Commission & Volunteer Reports
- Information Technology Report
- City Manager Reports & Discussion Items
- City Council Reports & Discussion Items

COUNCIL CALENDAR

All meetings are held at the Florence City Hall (250 Hwy 101, Florence Oregon) unless otherwise indicated

Date	Time	Description
April 6, 2020	10:30 a.m.	City Council Work Session Tentative
April 6, 2020	5:30 p.m.	City Council Meeting Tentative
April 20, 2020	10:30 a.m.	City Council Work Session Tentative
April 20, 2020	5:30 p.m.	City Council Meeting
May 4, 2020	10:30 a.m.	City Council Work Session Tentative
May 4, 2020	5:30 p.m.	City Council Meeting
May 18, 2020	10:30 a.m.	City Council Work Session Tentative
May 18, 2020	5:30 p.m.	City Council Meeting
May 25, 2020	- - -	Memorial Day Holiday City Offices Closed

AGENDA ITEM SUMMARY
FLORENCE CITY COUNCIL

ITEM NO: 1
Meeting Date: March 23, 2020
Department: City Recorder

ITEM TITLE: Temporary COVID-19 Public Meeting Procedures

DISCUSSION/ISSUE:

As the City of Florence, along with the world, evaluates changes to its practices and policies related to responses to protect public health and safety concerning the COVID-19 virus, we have been evaluating the best methods to maintain essential services.

One essential service of the City of Florence is to maintain the City's ability to hold public meetings and adhere to the standards of Oregon Public Records and Meetings law. As the City evaluates its procedures in response to the COVID-19 emergency, it has become apparent that the City must temporarily amend our public meetings practices in order to ensure social distancing.

At the March 23, 2020 City Council special meeting, the City Council will consider a resolution to temporarily amend its public meeting procedures in response to the COVID-19 emergency.

FISCAL IMPACT:

This policy affects the City fiscally through:

- Staff time spent researching the issue and drafting updated procedures; and
 - Staff time spent training and implementing the updated procedures.
-

RELEVANCE TO ADOPTED CITY WORK PLAN:

Goal 1: City Service Delivery – Goal 4: Communication & Trust

ALTERNATIVES:

1. Approve Resolution No. 5, Series 2020 as proposed
 2. Review and recommend changes to Resolution No. 5, Series 2020 and approve as amended
 3. Do not approve Resolution No. 5, Series 2020 and determine steps to proceed.
-

RECOMMENDATION:

Approve Resolution No. 5, Series 2020 as proposed

AIS PREPARED BY: Kelli Weese, City Recorder / Economic Development Coordinator

**CITY MANAGER'S
RECOMMENDATION:**

Approve

Disapprove

Other

Comments:

ER Reynolds

ITEM'S ATTACHED:

Attachment 1 – Resolution No. 5, Series 2020

- **Exhibit A:** Temporary COVID-19 Public Meeting Procedures
-

**CITY OF FLORENCE
RESOLUTION NO. 5, SERIES 2020**

A Resolution Establishing Temporary COVID-19 Public Meeting Procedures.

RECITALS:

1. On March 8, 2020, the Governor of the State of Oregon issued Executive Order 20-03 declaring a statewide State of Emergency under ORS 40.025(1) due to the serious public health and safety threat posed by the spread of the COVID-19 virus within our state.
2. To protect safety and ensure social distancing requirements as required by federal and state restrictions, while allowing for the requirements of Oregon Public Meetings Law, the City Council wishes to establish updated Public Meetings Procedures.

Based on these findings,

THE CITY COUNCIL OF THE CITY OF FLORENCE RESOLVES AS FOLLOWS:

1. The Florence City Council shall establish Temporary COVID-19 Public Meeting Procedures, as shown in Exhibit A.
2. This Resolution shall become effective immediately upon adoption.

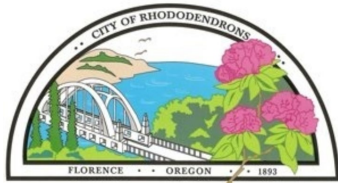
ADOPTION:

This Resolution is passed and adopted on the 23rd day of March, 2020.

Joe Henry, Mayor

Attest:

Kelli Weese, City Recorder



City of Florence
A City in Motion

City of Florence

Temporary COVID-19 Public Meeting Procedures

Given executive orders from Governor Brown concerning COVID-19 and social distancing requirements, the City of Florence has established temporary updated procedures for public meetings in order to protect our volunteers, public and staff.

The new updated public meeting procedures, as outlined below, shall become effective when approved by the public body, and shall remain in effect until action to discontinue use is completed by each public body. Where applicable, these procedures shall supersede any prior meeting procedures including the City Council Rules of Procedure, the Committee and Commission Policy Manual, and the Florence Urban Renewal Agency Bylaws.

COVID-19 Public Meeting Procedures

1. Meetings to be Held: When possible, only city meetings that are deemed mandatory based on timelines established in state law, the City of Florence charter, or City of Florence ordinance shall be held. All other meetings or agenda items shall be postponed.

Mandatory Meeting Requirements: In order to comply with social distancing recommendations, the public will be encouraged to not attend public meetings in person, and in particular to stay home if they are sick or showing symptoms. In order to continue to provide an opportunity for public viewing / participation, all public meetings required to be held shall conform to the following updated requirements.

2. Live Streaming: All mandatory City meetings shall be streamed live on Cable Channel 191 and online through a link available on the City's website. For access to this link, visit the meetings website through the City of Florence website calendar located online at www.ci.florence.or.us/calendar.
3. Public Observation: Although **it is strongly encouraged that people not attend the meeting in person**, the opportunity will exist to observe the meeting at a designated location. However, to protect safety and ensure social distancing, limits to audience members will be implemented. Please note, that in person meeting attendance will be subject to applicable regulations in place at the time of the meeting and are subject to change.
4. Meeting Materials: All meeting materials shall be provided to the public in advance of the meeting via the following schedule:
 - a. The agenda and majority of meeting materials, including presentation materials, shall be distributed to members of the public body and the public at least 3 days in advance of the meeting date through the City's email distribution lists. To subscribe to the email distribution list, visit the City's website at www.ci.florence.or.us/newsletter/subscriptions. Printed copies of materials may also be requested in advance of the meeting, subject to the City's Public Records Request policies.

- b. Any additional materials received after the initial meeting materials are distributed, including any written public comments received, shall be distributed to members of the public body one hour prior to the meeting's start time, and shall be posted on the meeting website.
 - c. Any additional materials to be distributed after this time shall be verbally identified, placed into the record, and distributed to the public body at the meeting as technology and circumstances allow.
5. Public Body Participation: All members of the public body shall participate in the meeting through live streaming and conference call or other teleconference tools, unless they can show reason why they cannot meaningfully participate in this manner. Members of the public body that do not wish to participate in the meeting through virtual means shall request the ability to participate in the meeting in person in consultation with the public body's presiding officer and the City Recorder's Office. To ensure the meeting is understandable, during the meeting, all speakers shall identify themselves prior to speaking, and shall do so prior to making or seconding motions. In addition, all votes shall occur via roll call vote.
6. Meeting Management: Meeting management tasks including identifying speakers, clarifying decisions, and managing conference call / video conferencing lines shall be delegated to the City Recorder's Office or other applicable staff.
7. Agenda Updates & Public Participation:
 - a. General Agenda Notes: All agendas shall be updated to delineate the new public meeting procedures in this policy and shall note that members of the public shall not attend meetings if they are sick or presenting symptoms.
 - b. Presentations, Proclamations & Ceremonial Items: The public meeting shall not include any presentations, proclamations, or ceremonial items. Such items shall be canceled, postponed, or presented in a manner separate from the public meeting.
 - c. Public Comment on Items not on the Agenda: Meetings shall not allow for general public comments. All parties interested in providing general public comments will have the opportunity to do so in written form, outside of a meeting, in the manner dictated for each individual public body.
 - d. Public Hearing Items: Public Hearings shall only be held if required by state law, the City of Florence Charter, or City of Florence Code. Should a public hearing be required, the following methods for public comment shall be adhered to:
 - i. Written Testimony: It is **strongly encouraged that interested parties and provide testimony in writing** prior to the meeting and abstain from attending the meeting in person. Written testimony submitted at least two hours prior to the meeting start time will be provided to the public body in advance of the meeting. Testimony can be provided in the manner dictated for each individual public body.
 - ii. Conference Call: Should it be necessary to provide verbal testimony; it is recommended that interested parties participate via an established city conference call line. Parties interested in participating in this manner shall contact the City Recorder's Office or other applicable staff at least two hours prior to the meeting start time with their name, address, and phone number they will be calling from.

- iii. Participate in Person: Although it is **strongly encouraged that people not attend the meeting in person**, the opportunity will still exist to participate in the meeting at a designated meeting location. The method of this participation may include in person public testimony, access to a phone to call into meeting conference call line, or other available public testimony method as allowed by Oregon State Public Meetings law. Please note, that in person meeting attendance will be subject to applicable regulations in place at the time of the meeting and are subject to change.

- e. Action Items:
 - i. Consent Agenda: In order to expedite business, mandatory public meetings shall establish a consent agenda for action items that can be approved by a single motion and vote. Wherever possible and appropriate, as determined by the presiding officer, action items shall be moved to the consent agenda. Any item on the consent agenda may be removed for separate consideration by any member of the public body.

 - ii. Public Comments on Action Items: Public bodies shall not provide for verbal public comments for action items. All parties interested in providing public comments on action items may do so in written form. Written comments submitted at least two hours prior to the meeting start time will be provided to the public body in advance of the meeting. Comments can be provided in the manner dictated for each individual public body.

- f. Report Items: Report items may be included in the meeting materials for informational purposes, but shall not incur a presentation. However, the public body may ask questions on report items included in materials as appropriate.

For questions on this policy, specific requirements for each public body, how to observe or participate in a public meeting, how to submit public comments, or other questions, please contact the City Recorder's Office at 541-997-3437, or via email to kelli.weese@ci.florence.or.us.

AGENDA ITEM SUMMARY
FLORENCE CITY COUNCIL

ITEM NO: 2
Meeting Date: March 23, 2020
Department: City Manager

ITEM TITLE: COVID-19 Emergency Declaration

DISCUSSION/ISSUE:

Since the declaration of an emergency by the Governor of the State of Oregon on March 8, 2020, and prior, the City of Florence has been monitoring the worldwide threat posed by the COVID-19 virus. Due to increasing federal and state restrictions, it has become apparent that COVID-19 presents a threat of imminent widespread or severe damage, increased human suffering, loss of life, and financial loss within the City's boundaries.

In an effort to be responsive to this emerging crisis, it has become apparent that the City of Florence needs to amend some of its regular business, emergency, employment and intergovernmental practices to meet the day to day developing needs of this emergency.

At the March 23, 2020 City Council meeting, the Council will consider declaring a state of emergency within the City of Florence. This action will allow the City to take the steps necessary to respond to the emergency in a legal and timely manner. Such steps could include:

- Requesting assistance, funds and reimbursement from the State of Oregon and federal agencies;
- Adopting temporary rules and policies regarding city facilities, funds, fees, resources, and staff;
- Entering into contracts for services and aid agreements with other governmental and private entities;
- Cancelling non-essential City meetings and events;
- Emergency procurement of goods, services and public improvements; and
- Policy to not send shut-off notices or shut off water for nonpayment of unpaid utility bills.

The emergency declaration would grant authority to the City Manager, or designee, to take actions and issue orders necessary to protect the health, safety and welfare of the City as long as such actions are in compliance with City, state, and federal law. In addition, the emergency declaration would require the City Manager, or designee, to report to the City Council on any actions or orders taken under the emergency declaration, and to consult with the Council prior to taking any measures beyond that ordered by the State of Oregon.

As written, the Emergency declaration would go into effect once approved by the City Council and signed by the Mayor and shall remain in effect until June 30, 2020 (10 weeks). The declaration gives the authority to the City Manager, their designee, or the City Council to extend the emergency declaration if necessary.

FISCAL IMPACT:

This policy affects the City fiscally through:

- Staff time spent researching the issue and drafting updated procedures; and
- Staff time spent training and implementing the updated procedures.

RELEVANCE TO ADOPTED CITY WORK PLAN:

Goal 1: City Service Delivery – Goal 4: Communication & Trust

ALTERNATIVES:

1. Approve Resolution No. 6, Series 2020 as proposed
2. Review and recommend changes to Resolution No. 6, Series 2020 and approve as amended
3. Do not approve Resolution No. 6, Series 2020 and determine steps to proceed.

RECOMMENDATION:

Approve Resolution No. 6, Series 2020 as proposed

AIS PREPARED BY:

Kelli Weese, City Recorder / Economic Development Coordinator for
Erin Reynolds, City Manager

**CITY MANAGER'S
RECOMMENDATION:**

Approve Disapprove Other

Comments:

ERReynolds

ITEM'S ATTACHED:

Attachment 1 – Resolution No. 6, Series 2020

**CITY OF FLORENCE
RESOLUTION NO. 6, SERIES 2020**

A Resolution Declaring a Temporary State of Emergency within the Boundaries of the City and Delegating Authority to the City Manager.

RECITALS:

1. On March 8, 2020, the Governor of the State of Oregon issued Executive Order 20-03 declaring a statewide State of Emergency under ORS 401.025(1) due to the serious public health and safety threat posed by the spread of the COVID-19 virus within our state.
2. On March 17, 2020, the Lane County Board of Commissioners adopted Order 20-03-17-06, declaring a local emergency as a result of public health response to COVID-19.
3. ORS Chapter 401.309 grants the City additional authority to declare a State of Emergency within the City.
4. On March 20, 2020 the City of Florence and the West Lane Emergency Operations Group partner agencies have activated the West Lane Emergency Operations Center.
5. The City Council finds that the detection of multiple cases of Coronavirus (COVID-19) within the state and the Governor's Declaration present circumstances constituting a present threat of imminent widespread or severe damage, significant injury to persons or property, increased human suffering, loss of life, and financial loss within the City's boundaries.
6. The City Council finds that during this State of Emergency, it is prudent and responsible to delegate certain powers and responsibilities to the City Manager in order to more efficiently expedite City responses and services.
7. These emergency circumstances require focused and coordinated municipal and community responses beyond that which occur routinely and such coordinated responses cannot be achieved without temporarily amending some of the City's regular business, emergency, employment, and intergovernmental practices.
8. These emergency circumstances are anticipated to remain in effect for at least ten weeks.

Based on these findings,

THE CITY COUNCIL OF THE CITY OF FLORENCE RESOLVES AS FOLLOWS:

1. **City Wide State of Emergency.** A City-wide State of Emergency hereby exists within the City of Florence, which includes all areas within the city boundaries.
2. **City Authority.** During this State of Emergency, the City may take any legal and necessary steps to respond and recover from the emergency, including but not limited to: requesting assistance, funds, and reimbursement from the State of Oregon and federal agencies; adopting temporary rules and policies regarding City facilities, funds, fees, resources, and staff; entering into contracts for services and aid agreements with other governmental or private entities; and cancelling non-essential City meetings and events.
 - a. Emergency procurement of goods, services, and public improvements is hereby authorized pursuant to ORS 279B.080, ORS 279C.320, ORS 279C.380(4), and all other applicable statutes, ordinances, and rules.
 - b. The City will not send shut-off notices or shut off water for non-payment of unpaid utility bills while this emergency is in place, and may suspend enforcement of other billing department rules, regulations and code provisions, in the City Manager's discretion under the provisions of this declaration.
 - c. The City Manager, or designee, is hereby authorized to utilize the digital signature of the Mayor, or City Council presiding officer, as a method of original signature on actions of the City Council, should such actions be approved by the Mayor, or City Council presiding officer, either verbally or in writing.
3. **Staff Designation.** The City Manager is directed to identify two additional staff members who are designated and authorized to serve as the "acting in capacity" City Manager (City Manager AIC) in the City Manager's absence during this State of Emergency. The City Manager or designee(s) shall regularly document and report to the Council regarding any actions or orders taken pursuant to this Declaration.

4. **City Manager Delegation.** During this State of Emergency, the Council hereby delegates to the City Manager (and to City Manager designees in the case of the City Manager's absence), the authority to take actions and issue orders necessary and reasonable to protect health, safety and welfare of the City and the public and to conduct activities that minimize or mitigate the effect of the emergency, as long as such actions, orders, and activities are in compliance with City, state and federal law.
 - a. Notwithstanding the immediately preceding, if the City Manger desires to issue a municipal order limiting or banning public gatherings, establishing curfews, closing or limiting businesses, or implementing other social distancing measures *beyond that ordered by the State of Oregon*, the City Manager shall first consult with the City Council. This provision does not prevent the City Manager from publishing recommendations regarding such social distancing measures within the City.
5. **Effective Date and Duration.** This Resolution shall become effective immediately upon adoption and shall remain in effect until June 30, 2020 at 11:59 p.m., unless further extended by the City Manager or designee, or the City Council.
6. **Establishing an Emergency.** It is hereby adjudged and declared that existing conditions are such that this Declaration is necessary for the immediate preservation of the public peace, health and safety of the City of Florence, and an emergency is hereby declared to exist and this Resolution, and all provisions modifying the Resolution referred to herein, shall take effect in full force and effect when signed by the Mayor.

ADOPTION:

This Resolution is passed and adopted on the 23rd day of March, 2020.

Joe Henry, Mayor

Attest:

Kelli Weese, City Recorder

AGENDA ITEM SUMMARY
FLORENCE CITY COUNCIL

ITEM NO: 3
Meeting Date: March 23, 2020
Department: City Council

ITEM TITLE: Approval of Minutes

DISCUSSION/ISSUE:

Consider approval of the draft minutes listed below.

Materials distributed during City Council meetings can be found on the City of Florence's website at www.ci.florence.or.us under the calendar date for each particular meeting. In addition, all items pertaining to the meeting including the meeting agenda, materials and items distributed, as well as electronic audio/video recordings of the meeting, are referenced at the top of each set of approved minutes, and can be referenced either on the City's website or upon request of the City Recorder.

FISCAL IMPACT:

Minutes incur staff time for compilation / retention and have no other fiscal impacts.

RELEVANCE TO ADOPTED COUNCIL GOALS:

Goal 1: Deliver efficient and cost-effective city services.

ALTERNATIVES:

1. Approve the minutes as presented
2. Review and approve the minutes with modifications

RECOMMENDATION:

Approve the minutes as presented

AIS PREPARED BY: Kelli Weese, City Recorder

CITY MANAGER'S RECOMMENDATION: Approve Disapprove Other

Comments:

ER Reynolds

ITEM'S ATTACHED: Attachment 1 – Draft January 6, 2020 City Council Meeting Minutes

This document is supplemented by agenda packet materials, meeting materials distributed and electronic audio / video recordings of the meeting and may be reviewed upon request to the City Recorder.

**City of Florence
City Council Regular Session
Florence City Hall
250 Hwy 101, Florence, Oregon
Final Action Minutes
January 6, 2020**

CALL TO ORDER - ROLL CALL - PLEDGE OF ALLEGIANCE

Meeting called to order at 5:30 p.m.

Councilors Present: Mayor Joe Henry, Councilors Woody Woodbury, Ron Preisler, Joshua Greene and Geraldine Lucio.

Councilors Absent: None

Staff Present: City Manager Erin Reynolds, Public Works Director Mike Miller, City Recorder / Economic Development Coordinator Kelli Weese, City Project Manager Megan Messmer, Florence Events Center Director Kevin Rhodes, Administrative Services Director Anne Baker, Chief of Police Tom Turner, Planning Director Wendy FarleyCampbell, and Court Administrator Sarah Prien.

PRESENTATIONS & ANNOUNCEMENTS

- Florence World Sandboarding Capital Proclamation
- Florence Area Chamber of Commerce Marketing Report

Start Time: 5:30 p.m.

Handout: Florence Area Chamber of Commerce Presentation

Action: Mayor Henry presented the Florence World Sandboarding Capital Proclamation. Bettina Hannigan, Florence Area Chamber of Commerce Executive Director and Neal Everett, Florence Area Chamber President, presented their marketing report.

1. **PUBLIC COMMENTS – Items Not on the Agenda**

This is an opportunity for members of the audience to bring to the Council's attention any item not otherwise listed on the Agenda. Persons wishing to address the Council must complete a Speaker's Card available online at <http://www.ci.florence.or.us/council/request-address-city-council-speakers-card>, or at the meeting. Speakers Cards are due at least (5) minutes before the meeting. Comments will be limited to three (3) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.

Start Time: 5:48 p.m.

Commenter 1: Ivy Meadow – Florence, OR
Handout: Speaker's Card and Handout
Discussion: Ms. Meadow discussed...

- Climate Change and acknowledgement of climate crisis

Commenter 2: Brenda Gilmer – Florence, OR
Handout: Speaker's Card and Handout
Discussion: Ms. Gilmer discussed...

- Government and the common good vs. free market principles.
- Rights for equal protection for everyone

Commenter 3: Bill & Katie Prosser – Florence, OR
Handout: Speaker's Card
Discussion: Mr. and Ms. Prosser discussed...

- Cease and Desist order to Councilor Greene regarding 'Alt-Right Movement'

Response: Councilor Greene

- Prior conversation with Mr. Prosser and apology for utilization of the phrase 'Alt-Right'

CONSENT AGENDA

2. **AIRPORT MEMORIAL GRANT APPLICATION**

Consider approval of **Resolution No. 20, Series 2020**, a resolution authorizing staff to apply to the Oregon Parks and Recreation Department for construction and development of the Airport Memorial Gateway Project.

3. **VENNY'S COFFEE 101 LIQUOR LICENSE**

Consider recommendation of approval to the Oregon Liquor Control Commission (OLCC) for a new outlet liquor license for Venny's Coffee 101 located at 1517 Hwy 101.

4. **CITY COUNCIL MEETING MINUTES**

Consider approval of the City Council and Planning Commission Joint Meeting Minutes of November 18, 2019.

Start Time: 5:59 p.m.
Discussion: The City Council discussed...

- Clarification on the City's match for the Airport Memorial Grant application

Comments: Councilor Preisler

Action: Approve the consent agenda as presented.
Motion: Councilor Woodbury
Second: Councilor Preisler
Vote: Unanimous

PUBLIC HEARING & ACTION ITEMS

The public will have an opportunity to offer comments on public hearing items after staff has given their report. Persons wishing to address the Council must complete a Speaker's Card available online at <http://www.ci.florence.or.us/council/request-address-city-council-speakers-card>, or at the meeting. Speaker's cards are due at least five (5) minutes before the meeting. Comments will be limited to five (5) minutes per person. Speakers may not yield their time to others.

5. LOT #22 BUSINESS PARK SALE

A. PUBLIC HEARING

Hear and consider written and oral testimony regarding the proposed sale of Lot #22 within the Pacific View Business Park.

Start Time: 6:02 p.m.
Handout: Staff Presentation
Public Hearing: The Public Hearing was opened at 6:04 p.m. and with no speakers was immediately closed.

B. SALE OF LOT #22 WITHIN THE PACIFIC VIEW BUSINESS PARK

Consider authorizing the sale of Lot #22 within the Pacific View Business Park to Stonefield Investments, LLC, owner/operator Robbie Wright in the amount and terms discussed during the executive session, and authorize the City Manager to sign and execute the transaction on behalf of the City.

Action: Authorize the City Manager to perform the following:

- Negotiate a purchase and sales agreement for the sale of Lot #33 to Stonefield Investments, LLC at a rate of \$1.42 / sq. ft. for a total gross sales price of \$130,515.
- Negotiate incentives not to exceed \$30,000 for a net sales price of \$100,515.
- Sign and execute the transaction on behalf of the City.

Motion: Councilor Preisler
Second: Councilor Greene

Discussion: The City Council discussed...

- Explanation of incentives provided
- Explanation of connectivity to Pepperoaks park from Kingwood Street with staircase

Comments: Councilors Greene and Preisler

Vote: Unanimous

ACTION ITEMS

The public will have an opportunity to offer comments on action items after staff has given their report. Persons wishing to address the Council must complete a Speaker's Card available online at <http://www.ci.florence.or.us/council/request-address-city-council-speakers-card>, or at the meeting. Speaker's cards are due at least five (5) minutes before the meeting. Comments will be limited to three (3) minutes per person. Speakers may not yield their time to others.

6. PARKING ENFORCEMENT CODE UPDATES

Consider approval of **Ordinance No. 1, Series 2020**, an Ordinance amending Florence City Code Title 7, Chapter 1, Parking Violations, related to parking citation operator response deadlines.

Start Time: 6:12 p.m.
Handout: Staff Handout
Discussion: None

Action: First Reading of Ordinance No. 1, Series 2020
Vote: Unanimous

Action: Second Reading of Ordinance No. 1, Series 2020
Motion: Mayor Henry
Second: Councilor Lucio
Roll Call Vote: Councilor Lucio, 'Aye'
Councilor Preisler, 'Aye'
Councilor Woodbury, 'Aye'
Councilor Greene, 'Aye'
Mayor Henry, 'Aye'
Motion passes unanimously.

7. FLORENCE EVENTS CENTER BUDGET APPROPRIATION

Consider approval of **Resolution No. 1, Series 2020**, a resolution adopting a supplemental budget in the Florence Events Center fund for catering services.

Start Time: 6:16 p.m.
Discussion: The City Council discussed...

- Utilization of commercial kitchen as incubator space for area businesses

Comments: Councilor Greene

Action: Approve Resolution No. 1, Series 2020
Motion: Councilor Greene
Second: Councilor Woodbury
Vote: Unanimous

8. CITY COUNCIL COMMITMENTS & SIGN UPS

Consider updates to the City Council Commitments including Municipal Court Judge Supervision, City Committee Ex-Officio Assignments and other related items.

Start Time: 6:20 p.m.
Discussion: The City Council discussed...

- Councilor Preisler's removal from the Port Commission assignment

Comments: Councilor Preisler
Action: Each individual Councilor provide feedback to CR Weese within the next few days
Vote: Consensus

REPORT & DISCUSSION ITEMS

9. CITY MANAGER REPORT & DISCUSSION ITEMS

- State of the City & City Expo

Start Time: 6:22 p.m.
Discussion: The City Council discussed...

- Upcoming Community Events and Meetings

10. CITY COUNCIL REPORTS & DISCUSSION ITEMS

Start Time: 6:25 p.m.
Discussion: The City Council discussed...

- Council activities in the community and community announcements

Meeting adjourned at 7:04 p.m.

ATTEST:

Joe Henry, Mayor

Kelli Weese, City Recorder

AGENDA ITEM SUMMARY
FLORENCE CITY COUNCIL

ITEM NO: 4
Meeting Date: March 23, 2020
Department: Public Works

ITEM TITLE: Authorize City Manager to sign the Flexible Service Maintenance Agreement between Oregon Department of Transportation and City of Florence.

DISCUSSION/ISSUE:

City of Florence and Oregon Department of Transportation (ODOT) have worked cooperatively in the past sharing maintenance services and equipment. This agreement builds upon that long-standing relationship and is a renewal of the 2016 agreement. In an effort to increase efficiency and allow for quicker response time, all available street and stormwater services have been included in the agreement. In addition, the dollar amounts have been increased to allow both agencies greater flexibility when providing requested services.

The agreement provides access to street and stormwater maintenance services and equipment from each agency. Specially, the agreement allows for the shared use of road and highway maintenance services including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair winter maintenance activities, hazardous materials spills, and drainage. During emergencies, including storm events and/or nature disasters, crucial equipment and personnel can be quickly secured as needed from the other agency. Service and equipment would be provided upon mutually convenient times and locations depending upon the City's and ODOT's availability to provide the services.

For example, ODOT in the past requested assistance from the City to clear a clogged culvert on Hwy 36. The City provided a two-person crew and our combination sewer cleaner (Vac Truck) to clear the culvert from debris. ODOT reimbursed the City on a time, material and equipment basis. Likewise, in the past the City has requested assistance from ODOT to perform roadway grading operations along the unimproved section of 4th and Harbor streets with their motor grader. Additionally, they have helped to grade the shoulder along Rhododendron Drive between Sabastian and New Hope streets.

By sharing specialized equipment, the City and ODOT eliminate duplication by each agency and provides better utilization of their existing equipment. Signing the agreement will increase efficiency between ODOT and Public Works, and it will allow for reimbursement of services in a timely fashion.

FISCAL IMPACT:

The term of the agreement is for two (2) years and expires June 30, 2022. The total financial obligation for both the City and the State will not exceed \$60,000 during the term of the agreement.

RELEVANCE TO ADOPTED COUNCIL GOALS:

The Flexible Service Maintenance Agreement meets the 2020 Council Goals of:

- City Service Delivery – improving the delivery of cost effective and efficient services by utilizing existing specialized equipment owned by either the City or ODOT.
- Livability & Quality of Life – by being responsive to our community’s.
- Communication & Trust – strengthening citizen trust by cooperatively working with another agency for the common good.
- Financial & Organizational Sustainability – better utilization of existing specialized equipment.

ALTERNATIVES:

1. Authorize the City Manager to sign the reciprocal Flexible Service Maintenance Agreement with ODOT for the not-to-exceed amount of \$60,000 during the term of the agreement.
2. Do not authorize the City Manager to sign the reciprocal Flexible Service Maintenance Agreement with ODOT.

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to sign the agreement with ODOT.

AIS PREPARED BY: Mike Miller, Public Works Director

CITY MANAGER’S RECOMMENDATION: Approve Disapprove Other

Comments: *ER Reynolds*

ITEMS ATTACHED: Flexible Service Maintenance Agreement – Agreement No. 33961

FLEXIBLE SERVICE MAINTENANCE AGREEMENT
City of Florence

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "State;" and the CITY OF FLORENCE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#), [366.574](#) and [366.576](#), State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency desire to enter into this Agreement to share road and highway maintenance services including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, and drainage.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's Maintenance Guide and the Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual, which are herein incorporated by reference and located at the following address:

<http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx>

- a. The Oregon Department of Transportation Maintenance Guide includes the Activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2022, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
4. The total financial obligation for both Parties will not exceed \$60,000 during the term of this Agreement (\$15,000 per Party each fiscal year).
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

SCOPE OF WORK

1. State's District 5 Manager, or assigned designee, may request maintenance services from Agency on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's District 5 Manager, or assigned designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. **Both Parties shall sign the Work Order Authorization before commencement of work.** An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. Agency may request maintenance services from State on an as-needed basis for work performed on Agency-owned and maintained roads and Agency right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Public Works Director, or assigned designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
3. The original Work Order Authorization initiated by State shall be forwarded to State's Region 2 Agreement Coordinator, 455 Airport road SE, Building B, Salem, Oregon 97301.
4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.
5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

REIMBURSEMENT TO STATE

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on the State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to the mailing address: City of Florence, 250 Highway 101, Florence, Oregon 97439.
2. Under no condition shall Agency's total obligation for payments exceed \$30,000 during the term of this Agreement.

REIMBURSEMENT TO AGENCY

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to: Oregon Department of Transportation, District 5 Office, 2080 Laura Street, Springfield, Oregon 97477.
2. Under no condition shall State's total obligation for payments exceed \$30,000 during the term of this Agreement.

EXPENDITURE AUTHORIZATION

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.
3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.

4. The Work Order Authorization form for State may be signed by James Gamble, ODOT Region 2, District 5 Manager, 2080 Laura Street, Springfield, Oregon 97477; phone: (541) 725-2541; email: james.gamble@odot.state.or.us, or assigned designee upon individual's absence.
5. The Work Order Authorization form for Agency may be signed by Mike Miller, Public Works Director, City of Florence, [physical address: 2675 Kingwood Street] 250 Highway 101, Florence, Oregon 97439; phone: (541) 997-4106; email: mike.miller@ci.florence.or.us, or assigned designee upon individuals absence.

EQUIPMENT AND SERVICES

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. If equipment requires repair while in use, a State mechanic and Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District Manager or designee and Agency shall determine the responsible Party.
5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as is", with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs

and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.

6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:

- a. Each Party shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). The Parties shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2").
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals,

except as otherwise expressly agreed by the Parties pursuant to Subsections d.i or d.ii below.

c. When Agency is providing Services to ODOT under this Agreement, Agency shall:

i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and

ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.

d. **When ODOT is providing Services to Agency under this Agreement:**

i. **Prior to Agency's issuance of a Work Order Authorization, Agency shall exercise reasonable efforts to identify if the Services may include an alteration under the ADA as set forth in MG100-107 ("Alteration") and thereby trigger additional modifications to the facility in order to comply with the ADA ("ADA Modifications").** If Agency determines that the Services may include an Alteration, Agency shall not issue the Work Order Authorization until:

A. Agency has completed the ADA Modifications, or

B. After obtaining ODOT's concurrence, the Parties include the ADA Modifications in the Services to be provided by ODOT under the Work Order Authorization.

ii. After the Agency's issuance of a Work Order Authorization under this Agreement, if ODOT identifies that any Services to be performed by ODOT under the Work Order Authorization in a location under Agency's jurisdiction may include an Alteration, ODOT shall immediately notify Agency. After such notification is provided:

A. If Agency decides to proceed with the ADA Modifications, ODOT is not obligated to perform the Services until: (a) the Parties have

amended the Work Order Authorization to include the ADA Modifications in the scope of the Services, or (b) the Agency has completed the ADA Modifications.

- B. If Agency decides not to proceed with the ADA Modifications, (a) ODOT may immediately stop work and cancel the Work Order Authorization, (b) the Parties may amend the Work Order to remove the Services that may include the Alteration, or (c) ODOT may decide, at its sole discretion, to continue to provide the Services in the original Work Order.
 - C. Notwithstanding Paragraphs 8-10 below, if Agency decides not to proceed with the ADA Modifications, and if ODOT chooses to continue to provide the Services that may include an Alteration, AGENCY SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE AGENCY'S DECISION NOT TO PROCEED WITH THE ADA MODIFICATIONS AND ODOT'S PERFORMANCE OF THE SERVICES WITHOUT INCLUSION OF THE ADA MODIFICATIONS.
- iii. Any ADA Modifications performed by ODOT pursuant to Subsections d.i or d.ii above shall follow ODOT's standards and processes for design, alteration, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, applicable ODOT Maintenance Operational Notices, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.
 - iv. Agency acknowledges that it has sole responsibility for determining whether the Services may include an Alteration or may trigger other ADA requirements, and agrees to make its own independent assessment regarding compliance with the ADA.
 - v. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature under Agency's jurisdiction that was addressed as part of the Services ("Feature"), including ADA Modifications, is maintained in compliance with the ADA for the useful life of the Feature. This includes, but is not limited to, Agency ensuring that:
 - A. Pedestrian access is maintained as required by the ADA,

- B. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - C. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - D. Any future work on the Feature during the useful life of the Feature complies with the ADA requirements in effect at the time the future work is performed, and
 - E. Applicable permitting and regulatory actions are consistent with ADA requirements.
- vi. Maintenance obligations in Subsection d.v. above shall survive termination of this Agreement.
- e. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
- i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 5 Office located at 2080 Laura Street, Springfield, Oregon 97477, during regular business hours, or at the following locations online:
 - MG 100-107:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
 - MG 144-03:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
 - MG Activities-2:
https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf
 - ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.
2. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.

3. Both Parties will only assign personnel to work on each other's right of way that have similar experience on State and Agency right of way.
4. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
7. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:
 - a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
 - b. Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.
 - c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.

7. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
9. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
10. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.
13. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

CITY OF FLORENCE, by and through its
elected officials

By _____
City Manager

Date _____

APPROVED AS TO FORM
(If required by local process)

By _____
City Legal Counsel

Date _____

Agency Contact:

Mike Miller, Public Works Director
[physical address: 2675 Kingwood Street]
[mailing address:]
City of Florence
250 Highway 101
Florence, OR 97439
(541) 997-4106
mike.miller@ci.florence.or.us

State Contact:

James Gamble
ODOT, Region 2, District 5
2080 Laura Street
Springfield, OR 97477
(541) 725-2541
james.gamble@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Maintenance and Operations
Manager

Date _____

By _____
District 5 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(Required if total cost is over \$150,000)

By _____
Assistant Attorney General

EXHIBIT A

WORK ORDER AUTHORIZATION

State Requesting Agency to Perform Work Agency Requesting State to Perform Work

Agreement No. 33961 Work Order No. _____

Under the terms of Agreement No. 33961 between the Oregon Department of Transportation (State) and City of Florence (Agency), which is hereby incorporated by reference, the following Project work is authorized:

Project Name: Flexible Maintenance Services

State Work Order Coordinator: _____ Agency Work Order Coordinator _____

Total Authorized Amt. this Work Order \$ _____ Expenditure Acct. No.: _____

Work Order Start Date: _____ Work Order End Date: _____

Effective Date: No Work shall occur until signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

- | | | |
|---|--|--|
| <input type="checkbox"/> Patching (100-101, 107) | <input type="checkbox"/> Shouldering (112) | <input type="checkbox"/> Ditching (120) |
| <input type="checkbox"/> Sweeping (116-117) | <input type="checkbox"/> Vegetation Control (131) | <input type="checkbox"/> Striping (140-141, 147) |
| <input type="checkbox"/> Winter Maintenance (177) | <input type="checkbox"/> Brushing (132-133) | <input type="checkbox"/> Signing (142-143) |
| <input type="checkbox"/> Landscaping (136) | <input type="checkbox"/> Drainage (121) | <input type="checkbox"/> Guardrail Repair (151) |
| <input type="checkbox"/> Bridge Repair (163, 169) | <input type="checkbox"/> Hazardous Material Spills (149) | |
| <input type="checkbox"/> Equipment Rental (specify equipment) _____ | | |

General Description of Project: _____

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

ODOT's District Manager (or designee)

Date

ACCEPTANCE OF TERMS BY LOCAL AGENCY

City of Florence Public Works Director (or designee)

Date

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$150,000, signature required.

Asst. Attorney General

Date

cc: City of Florence Public Works Director
ODOT District 5 Manager or Transportation Maint. Mgr.
ODOT Region 2 Agreements Unit (Region2.Agreements@odot.state.or.us)

EXHIBIT A

Work Order – Local Agency
Rev. 04-08-2008

AGENDA ITEM SUMMARY
FLORENCE CITY COUNCIL

ITEM NO: 5
Meeting Date: March 23, 2020
Department: Various

ITEM TITLE: REPORT & DISCUSSION ITEMS

- Quarterly Financial Report
- February Committee, Commission & Volunteers Report
- Information Technology Report
- City Manager Reports & Discussion Items
- City Council Reports & Discussion Items



City of Florence, Oregon
Financial Report
Quarter Ended December 31, 2019

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March 16, 2020

Dear Mayor Henry, City Councilors, Citizens of Florence and other interested individuals;

We are pleased to report on activities and progress we have made on Council goals on behalf of the City of Florence for the second quarter of the Biennium ended June, 2021. The report includes comparisons of actual to budgeted amounts, a City-wide summary of beginning fund balance, current period resources and expenditures, and the ending fund balance for all funds and narrative explaining results and highlights for the quarter. The financial information presented is unaudited and any significant adjustment are noted.

Please note that the budgeted amounts presented reflect the City's budget for the July 1, 2019 – June 30, 2021 biennium. Additionally, we have included reporting on the City's debt such as outstanding amounts, debt coverage ratios, maturities, and interest rates.

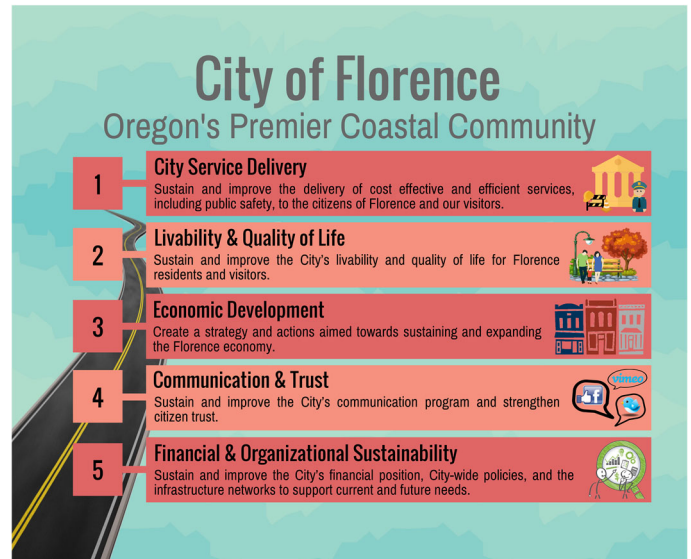
Budgeted amounts presented generally have been allocated proportionately, i.e., twelve and a half percent (12.5%) of the biennial amount for the quarter.

City Council continues to embrace five goals which assist in the building of the City Workplan. These goals are:

- City Service Delivery
- Livability and Quality of Life
- Economic Development
- Communication and Trust, and
- Financial and Organizational Sustainability

Following are highlights for the quarter related to these goals:

- ***General Fund ended the quarter with a fund balance of \$2.3 million.***
- ***Housing Code modernization approved and implemented.***
- ***Held the second annual Public Works Day to educate elementary students and citizens what Public Works does for the City.***



Operations

- Economic Development
 - Developed strategies and goals for the development and marketing of the Quince Street property
 - Joint work session with City Council and Public Arts Committee – Public Arts Committee Work Plan approval
 - Toured Florence Maker’s Space with City Council
 - Florence Residential Housing Code amendments approval
 - Received USDA Grant for the Regional Accelerator & Innovation Network’s entrepreneurship program
 - Participated in the Lane County Work Session regarding regional economic development efforts

- City Recorder
 - Published the 2020 City Council meeting calendar
 - City Commission & Committee annual check-in Work Session & Policies
 - City Council Rules of Procedure amendments
 - City Committee, Commission, and Florence Urban Renewal Agency recruitment

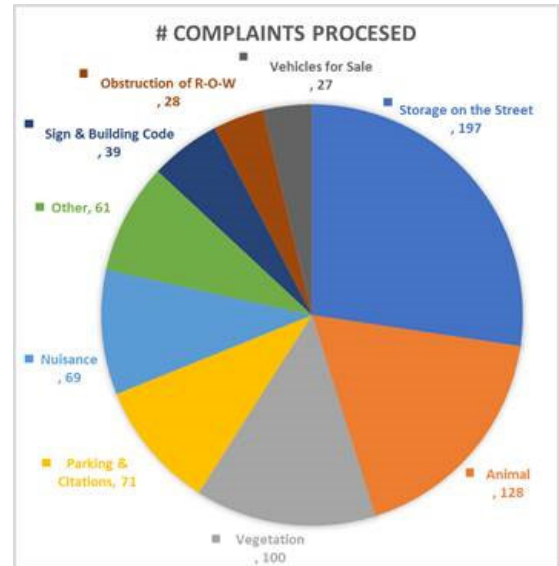
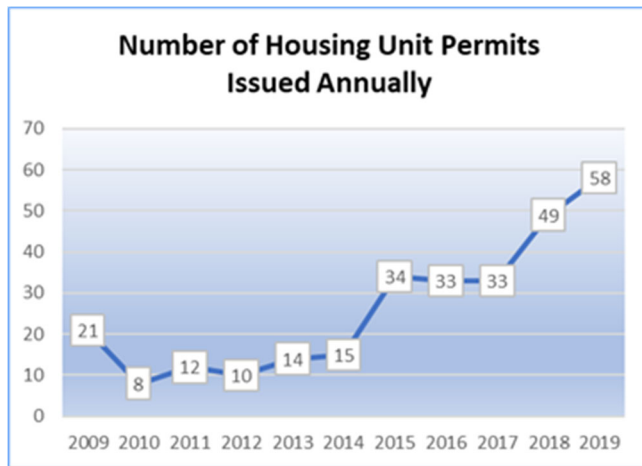
- City Manager’s Office
 - Completed the audit for WELOG
 - Participated in the Lane County Cross-Jurisdictional Emergency Management Coordination Meeting
 - Hosted the City of Hillsboro’s Innovation Team
 - State of the City planning
 - Worked on the Oregon Coast Train project

- Administrative Services
 - Processed first recruitment in NeoGov (total of four for the quarter)
 - Hired and onboarded two employees
 - Completed open enrollment
 - Began monitoring past-due utility accounts – 24 accounts sent to collections
 - Completed the implementation of NatPay – paystubs available electronically
 - 12 title companies are using Net Assets, Conduits for lien searches – 133 searches performed during the quarter providing \$4,000 in net revenue to the City

- Florence Events Center
 - *October* – Okto-Fur-Fest; Seacoast’s Whipped Cream; Oregon State Beekeeper’s Conference
 - *November* – LRP’s Mama Mia; Seacoast’s Texas Gypsies; Festival of Trees
 - *December* – Holly Jolly Follies; Empty Bowls; Pet Comedy Theatre

- Community Development

- Land Use permits were issued to Pro Lumber relocation, Oak Commons Townhouses, and DevNW Airport Road Cluster Development
- Held Housing Code Update information session
- Housing Code modernization approved and implemented
- Dylan Huber-Heidorn acquired his AICP candidate status
- Building issued 204 permits including 12 new housing units
- Total construction value for all residential and commercial construction - \$6,203,505
- Code enforcement calendar year end case load increased over 22 percent



- Public Works

- Held second annual *Public Works Day*
- Work continues on the concession/restroom/storage facility at Miller Park installing rafter beams, roof decking, plywood sheathing, and metal roofing
- Purchased odor control equipment for the wastewater treatment plant
- Awarded a \$93,628 State Homeland Security grant to purchase emergency power generator, Solar/Wind Hybrid parking area lights, and office furniture and video conference equipment to fully outfit the Emergency Operations Center
- Completed the Highway 101 sewer extension project (west side of 101 from Munsel Lake Road north to the city limits and east side of Highway 101 from 52nd Street north to Heceta Beach Road)
- Installation of the holiday lights from November 11 to December 6th at City Hall, Events Center, Justice Center, and Old Town



- Police
 - Provided A.L.I.C.E. training at Public Works, City Hall, the City Library, and the Boys and Girls Club
 - Gave Justice Center tour to Sister City, Hillsboro
 - Justice Center staff and Auxiliary provided Halloween treats to local children at the Justice Center and on Bay Street
 - The School Resource and other Officers participated in the Color-a-Thon
 - Angel Ray graduated from the Telecommunications class at DPSST Police Academy
 - Started the Dispatch Center remodel
 - The Dispatch Center answered 817 calls for Police, 608 calls for Western Lane Ambulance, 155 calls for Siuslaw Valley Fire and Rescue, and 3,643 non-911 calls for service
 - Officers issued 330 traffic citations and booked 131 inmates into the Florence City Jail

If you have any questions, please let Erin or me know.

Sincerely,



Erin Reynolds, CPA
City Manager



Anne Baker, CPFO, MAcc
Administrative Services Director

City-wide - All Funds

The City began the quarter with a combined \$6.7 million fund balance. During the quarter the City received \$7.1 million in revenue, had operating expenditures of \$5.4 million and invested \$689,800 in capital.

Overall, revenue received covered operating expenses. Grants for projects previously completed were received and the majority of property tax due was received in November.

The City's ending combined fund balance totals \$7.7 million. The Street and Airport Funds are reporting negative fund balances, which will be discussed later in this report.

Quarter Ended December 31, 2019

Information for the October 1 – December 31, 2019 quarter only

Fund	Beginning Fund Balance	Revenue	Debt Proceeds	Total Resources	Expenses	Capital Outlay	Debt Service	Total Expenditures	Ending Fund Balance
General	556,427	3,477,005	-	4,033,432	1,581,253	145,973	-	1,727,226	2,306,206
Street	(397,911)	438,139	-	40,228	216,303	52,062	4,377	272,742	(232,514)
9-1-1	328,506	202,907	-	531,413	197,944	23,046	-	220,990	310,423
Transient Room Tax	109,573	145,499	-	255,072	103,299	-	-	103,299	151,773
Events Center	388,410	324,894	-	713,304	232,980	8,229	-	241,209	472,095
Water	1,144,095	519,153	-	1,663,248	397,176	251,036	-	648,212	1,015,036
Wastewater	1,791,486	901,826	-	2,693,312	487,804	133,004	973,082	1,593,890	1,099,422
Stormwater	900,087	187,864	-	1,087,951	101,503	9,211	16,102	126,816	961,135
Airport	348	54,818	-	55,166	18,927	39,356	-	58,283	(3,117)
Public Works Admin	50,224	316,100	-	366,324	259,859	27,902	-	287,761	78,563
Street SDC	387,469	22,574	-	410,043	95,190	-	-	95,190	314,853
Water SDC	57,448	46,213	-	103,661	-	-	-	-	103,661
Wastewater SDC	201,729	81,606	-	283,335	62,786	-	-	62,786	220,549
Stormwater SDC	190,759	29,374	-	220,133	50,079	-	-	50,079	170,054
GO Debt	108,752	142,504	-	251,256	-	-	5,184	5,184	246,072
Debt Service	835,972	219,640	-	1,055,612	450	-	588,989	589,439	466,173
Totals	6,653,374	7,110,116	-	13,763,490	3,805,553	689,819	1,587,734	6,083,106	7,680,384

The Florence Urban Renewal Agency (FURA) funds are not included in the above schedule as FURA is a separate entity from the City.



General Fund

The City's general fund accounts for all the City's governmental operations, excluding transportation and emergency dispatch. During the quarter revenue was above budget for the quarter. Revenue such as property tax and franchise fees are cyclical, meaning that we receive them at certain times during the year. The City received its major portion of property taxes in November.

Transfers were made as budgeted for the second quarter and miscellaneous revenue was greater than anticipated. \$2.4 million was received in property taxes and franchise fees are still below budget.

During the quarter, expenditures for most departments were under budget. Parks, Municipal Court and Non-Departmental were all slightly above budget due mostly to one-time expenses and should return to budgeted levels as the year progresses.

Overall, the General Fund realized a decrease in fund balance of \$801,200 during the quarter due in part to the delay in receiving franchise fees. The estimated ending fund balance for the quarter is \$2.3 million.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Taxes	669,100	2,488,421	1,819,321	5,353,000	2,555,486	(2,797,514)
Franchise Fees	288,000	203,582	(84,418)	2,303,800	361,001	(1,942,799)
Intergovernmental	153,000	126,628	(26,372)	1,223,600	179,610	(1,043,990)
Charges for Services	539,200	558,916	19,716	4,314,000	1,263,016	(3,050,984)
Earnings & Contributions	69,600	74,458	4,858	557,000	200,420	(356,580)
Transfers in	34,400	25,000	(9,400)	275,000	58,333	(216,667)
Total current resources	1,753,300	3,477,005	1,723,705	14,026,400	4,617,866	(9,408,534)
Expenditures						
Public Safety	630,700	528,333	(102,367)	5,045,900	1,404,654	(3,641,246)
Community Development	221,800	190,637	(31,163)	1,774,800	483,914	(1,290,886)
Parks	121,400	166,976	45,576	970,700	333,044	(637,656)
Municipal Court	72,400	78,284	5,884	579,100	191,445	(387,655)
Administration	197,500	193,642	(3,858)	1,580,400	533,203	(1,047,197)
Administrative Services	302,900	259,792	(43,108)	2,422,900	729,355	(1,693,545)
Non-Departmental	30,100	38,662	8,562	240,200	122,761	(117,439)
Total expenditures	1,576,800	1,456,326	(120,474)	12,614,000	3,798,376	(8,815,624)
Transfers	266,300	270,900	4,600	2,130,100	632,100	(1,498,000)
Other requirements						
Contingency	157,500	-	(157,500)	1,260,300	-	(1,260,300)
Total other requirements	157,500	-	(157,500)	1,260,300	-	(1,260,300)
Total expenditures and other requirements	2,000,600	1,727,226	(273,374)	16,004,400	4,430,476	(11,573,924)
Beginning balance	247,300	556,427	1,871,516	1,978,000	2,118,816	140,816
Ending Balance	\$ -	\$ 2,306,206	\$ 3,868,595	\$ -	\$ 2,306,206	\$ 2,306,206



Street Fund

This fund accounts for the City's street related activities. During the quarter, revenues received were at budgeted levels except for intergovernmental. Revenues anticipated from the ODOT STP Fund Exchange, and the FURA Grant won't be received until the projects they are associated with have begun.

With respect to expenditures, all categories were under budget for the quarter. Transfers were completed as budgeted. Capital outlay is less than budgeted as projects planned for the biennium remain uncompleted.

Overall, revenue exceeded expenditures for the quarter by \$169,774 increasing the ending fund balance to (\$228,137). As funds for projects undertaken during the summer months are received, fund balance will be restored.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Franchise Fees	\$ 20,400	\$ 24,819	\$ 4,419	\$ 163,000	\$ 36,986	\$ (126,014)
Intergovernmental	317,800	167,402	(150,398)	2,542,000	380,354	(2,161,646)
Charges for Services	108,800	150,141	41,341	870,000	340,377	(529,623)
Earnings & Contributions	500	777	277	4,200	3,607	(593)
Transfers in	60,000	95,000	35,000	480,000	221,667	(258,333)
Debt proceeds	562,500	-	(562,500)	4,500,000	-	(4,500,000)
Total current resources	\$ 1,070,000	\$ 438,139	\$ (631,861)	\$ 8,559,200	\$ 982,991	\$ (7,576,209)
Expenditures						
Personnel Services	21,500	20,330	(1,170)	171,600	51,033	(120,567)
Materials and Services	168,200	152,623	(15,577)	1,345,500	413,994	(931,506)
Capital Purchases	805,000	52,062	(752,938)	6,440,000	780,097	(5,659,903)
Transfers	65,100	43,350	(21,750)	520,600	101,150	(419,450)
Total expenditures	1,059,800	268,365	(791,435)	8,477,700	1,346,274	(7,131,426)
Other requirements						
Contingency	34,500	-	(34,500)	276,100	-	(276,100)
Total other requirements	34,500	-	(34,500)	276,100	-	(276,100)
Total expenditures and other requirements	1,094,300	268,365	(825,935)	8,753,800	1,346,274	(7,407,526)
Total resources over (under) requirements						
Beginning balance	24,300	(397,911)	(422,211)	194,600	135,146	(59,454)
Ending Balance	\$ -	\$ (228,137)	\$ (228,137)	\$ -	\$ (228,137)	\$ (228,137)



9-1-1 Fund

This fund accounts for the area's 9-1-1 emergency dispatch operations, managed by the City. The City charges users, including the City police department, of emergency dispatch services and receives dedicated tax revenue for 9-1-1 operations. The police department charge for services is included in transfers from the general fund.

Revenue from 9-1-1 user taxes were as anticipated for the quarter and revenue from other public safety organizations (charges for services) are below allocated budget due to timing.

Expenditures for the quarter and fiscal year were below budget.

Overall, 9-1-1 Fund revenue was less than expenditures by \$(18,083) for the quarter leaving an ending fund balance of \$310,423.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Taxes	\$ 27,500	\$ 25,125	\$ (2,375)	\$ 220,000	\$ 25,248	\$ (194,752)
Charges for Services	\$ 42,500	\$ 2,656	\$ (39,844)	\$ 340,000	\$ 24,121	\$ (315,879)
Earnings & Contributions	125	126	1	1,000	324	(676)
Transfers in	177,100	175,000	(2,100)	1,417,000	408,333	(1,008,667)
Total current resources	\$ 247,225	\$ 202,907	\$ (44,318)	\$ 1,978,000	\$ 458,026	\$ (1,519,974)
Expenditures						
Personnel Services	141,400	154,547	13,147	1,130,900	372,515	(758,385)
Materials and Services	34,400	18,397	(16,003)	275,000	70,633	(204,367)
Capital Purchases	6,225	23,046	16,821	50,000	23,046	(26,954)
Transfers	34,400	25,000	(9,400)	275,000	58,333	(216,667)
Total expenditures	216,425	220,990	4,565	1,730,900	524,527	(1,206,373)
Other requirements						
Contingency	68,900	-	(68,900)	551,500	-	(551,500)
Total other requirements	68,900	-	(68,900)	551,500	-	(551,500)
Total expenditures and other requirements	285,325	220,990	(64,335)	2,282,400	524,527	(1,757,873)
Total resources over (under) requirements						
Beginning balance	38,100	328,506	290,406	304,400	376,924	72,524
Ending Balance	\$ -	\$ 310,423	\$ 310,423	\$ -	\$ 310,423	\$ 310,423

Transient Room Tax Fund

This fund accounts for the City's share of the tourism promotion tax (4%). Although tourism activity has recovered to pre-recession levels, growth has slowed as occupancy rates during peak seasons have reached capacity. Revenue for the quarter was below the allocated budget, while exceeding the fiscal biennium budget.

Transient room taxes are allocated forty percent (40%) to tourism promotion via contract with the Chamber of Commerce and sixty percent (60%) to the Florence Events Center. Monthly payments to the Chamber and transfers to the FEC were made consistent with the budget as revenue was received from the City of Eugene.

Taxes received is over budget due to the summer tourist season bringing the ending fund balance for the quarter to \$151,773.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Taxes	\$ 108,300	\$ 145,499	\$ 37,199	\$ 866,600	\$ 323,805	\$ (542,795)
Total current resources	108,300	145,499	37,199	866,600	323,805	(542,795)
Expenditures						
Personnel Services	-	-	-	-	-	-
Materials and Services	40,900	40,299	(601)	327,200	107,464	(219,736)
Capital Purchases	-	-	-	-	-	-
Transfers	63,400	63,000	(400)	507,300	147,000	(360,300)
Debt service	-	-	-	-	-	-
Total expenditures	104,300	103,299	(1,001)	834,500	254,464	(580,036)
Other requirements						
Contingency	16,800	-	(16,800)	134,700	-	(134,700)
Total other requirements	16,800	-	(16,800)	134,700	-	(134,700)
Total expenditures and other requirements	121,100	103,299	(17,801)	969,200	254,464	(714,736)
Total resources over (under) requirements						
Beginning balance	12,800	109,573	96,773	102,600	82,432	(20,168)
Ending Balance	\$ -	\$ 151,773	\$ 151,773	\$ -	\$ 151,773	\$ 151,773

Florence Events Center Fund

This fund accounts for the activities of the City's events center.

Revenue is more than budgeted during the quarter. The RTMP Grant was received boosting intergovernmental revenues and charges for services received exceeded the budgeted amount.

Material and services are over budget as the costs to provide services increase as service revenues increase.

Transfers were made as budgeted.

Overall, the FEC Fund's revenue exceeded expenditures for the quarter by \$83,685, leaving an ending fund balance of \$472,095, a small increase from the prior quarter.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Intergovernmental	\$ 28,400	\$ 127,233	\$ 98,833	\$ 227,500	\$ 127,233	\$ (100,267)
Charges for Services	51,900	92,903	41,003	414,900	216,732	(198,168)
Earnings & Contributions	38,400	41,758	3,358	307,000	97,043	(209,957)
Transfers in	63,400	63,000	(400)	507,300	147,000	(360,300)
Debt proceeds	18,800	-	(18,800)	150,000	-	(150,000)
Total current resources	200,900	324,894	123,994	1,606,700	588,008	(1,018,692)
Expenditures						
Personnel Services	63,400	63,225	(175)	507,300	157,763	(349,537)
Materials and Services	127,700	169,755	42,055	1,021,300	390,443	(630,857)
Capital Purchases	31,300	8,229	(23,071)	250,000	38,127	(211,873)
Total expenditures	222,400	241,209	18,809	1,778,600	586,333	(1,192,267)
Other requirements						
Contingency	36,700	-	(36,700)	293,900	-	(293,900)
Total other requirements	36,700	-	(36,700)	293,900	-	(293,900)
Total expenditures and other requirements	259,100	241,209	(17,891)	2,072,500	586,333	(1,486,167)
Total resources over (under) requirements						
Beginning balance	58,200	388,410	330,210	465,800	470,420	4,620
Ending Balance	\$ -	\$ 472,095	\$ 472,095	\$ -	\$ 472,095	\$ 472,095



Water Fund

This fund accounts for the City's water utility activities. Revenue during the quarter was under the quarterly budgeted amounts, with the exception of charges for services and miscellaneous. Transfers from the SDC fund and debt proceeds are not currently being utilized.

Expenditures were under budget for the quarter. Debt service and transfer payments were made as scheduled during the quarter.

During the quarter revenue lagged expenditures by \$137,962 as projects are completed and charges for services drop for the winter. The ending fund balance is \$1 million, \$97,928 less than the prior quarter.

	Quarter Ended			Biennium-To-Date		
	December 31, 2019					
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Charges for Services	559,400	\$ 519,104	\$ (40,296)	\$ 4,475,000	\$ 1,537,745	\$ (2,937,255)
Earnings & Contributions	1,200	49	(1,151)	10,000	14,897	4,897
Transfers in	31,300	-	(31,300)	250,000	-	(250,000)
Debt proceeds	275,000	-	(275,000)	2,200,000	-	(2,200,000)
Total current resources	866,900	519,153	(347,747)	6,935,000	1,552,642	(5,382,358)
Expenditures						
Personnel Services	95,500	81,787	(13,713)	764,200	208,819	(555,381)
Materials and Services	377,200	315,389	(61,811)	3,017,200	889,994	(2,127,206)
Capital Purchases	390,600	251,036	(139,564)	3,125,000	542,854	(2,582,146)
Debt service	36,500	8,903	(27,597)	291,900	8,903	(282,997)
Total expenditures	899,800	657,115	(242,685)	7,198,300	1,650,570	(5,547,730)
Other requirements						
Contingency	113,200	-	(113,200)	905,100	-	(905,100)
Total other requirements	113,200	-	(113,200)	905,100	-	(905,100)
Total expenditures and other requirements	1,013,000	657,115	(355,885)	8,103,400	1,650,570	(6,452,830)
Total resources over (under) requirements						
Beginning balance	146,100	1,144,095	997,995	1,168,400	1,104,061	(64,339)
Ending Balance	\$ -	\$ 1,006,133	\$ 1,006,133	\$ -	\$ 1,006,133	\$ 1,006,133

Wastewater Fund

This fund accounts for the City's wastewater operations. Charges for services during the quarter lagged budget going into the winter months. Capital expenditures are less than budgeted pending final agreement for the various projects.

On the expenditure side, costs for the quarter are above budget due to a debt payment made in November. Capital project expenditures are under budget as projects that are budgeted have not been started.

Ending fund balance remains positive at \$127,289. The maturity of the 2010B bonds in fiscal year 2022 will result in a significant reduction in annual debt service requirements. At that time, revenue is anticipated to exceed expenditures allowing fund balance to increase to a sustainable balance appropriate for the wastewater operation.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Charges for Services	\$ 832,500	\$ 819,774	\$ (12,726)	\$ 6,660,000	\$ 2,230,834	\$ (4,429,166)
Earnings & Contributions	51,400	19,552	(31,848)	411,000	74,297	(336,703)
Transfers in	68,700	62,500	(6,200)	550,000	145,833	(404,167)
Debt proceeds	156,300	-	(156,300)	1,250,000	-	(1,250,000)
Total current resources	1,108,900	901,826	(207,074)	8,871,000	2,450,964	(6,420,036)
Expenditures						
Personnel Services	110,500	112,712	2,212	883,900	279,145	(604,755)
Materials and Services	410,500	375,092	(35,408)	3,283,500	977,316	(2,306,184)
Capital Purchases	293,100	133,004	(160,096)	2,345,000	357,528	(1,987,472)
Debt service	283,300	973,082	689,782	2,266,600	973,082	(1,293,518)
Total expenditures	1,097,400	1,593,890	496,490	8,779,000	2,587,071	(6,191,929)
Other requirements						
Contingency	111,500	-	(111,500)	891,800	-	(891,800)
Total other requirements	111,500	-	(111,500)	891,800	-	(891,800)
Total expenditures and other requirements	1,208,900	1,593,890	384,990	9,670,800	2,587,071	(7,083,729)
Total resources over (under) requirements						
Beginning balance	100,000	819,353	719,353	799,800	263,396	(536,404)
Ending Balance	\$ -	\$ 127,289	\$ 127,289	\$ -	\$ 127,289	\$ 127,289



Stormwater Fund

This fund accounts for the City's stormwater activities.

Revenue in the quarter is above the budgeted amounts.

Expenses for the quarter are below budget.

Revenue exceeded expenditures by \$65,954 during the quarter. The ending fund balance for the quarter of \$945,033 is well above what is anticipated for the end of the biennium.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Charges for Services	\$ 140,600	\$ 137,864	\$ (2,736)	\$ 1,124,300	\$ 368,282	\$ (756,018)
Earnings & Contributions	100	-	(100)	1,000	179	(821)
Transfers in	25,000	50,000	25,000	200,000	116,667	(83,333)
Total current resources	165,700	187,864	22,164	1,325,300	485,128	(840,172)
Expenditures						
Personnel Services	38,900	38,525	(375)	311,500	96,697	(214,803)
Materials and Services	73,000	62,978	(10,022)	583,800	164,496	(419,304)
Capital Purchases	111,300	9,211	(102,089)	890,000	28,465	(861,535)
Debt service	4,600	16,102	11,502	36,800	16,102	(20,698)
Total expenditures	227,800	126,816	(100,984)	1,822,100	305,760	(1,516,340)
Other requirements						
Contingency	28,700	-	(28,700)	229,600	-	(229,600)
Total other requirements	28,700	-	(28,700)	229,600	-	(229,600)
Total expenditures and other requirements	256,500	126,816	(129,684)	2,051,700	305,760	(1,745,940)
Total resources over (under) requirements						
Beginning balance	90,800	883,985	793,185	726,400	765,665	39,265
Ending Balance	\$ -	\$ 945,033	\$ 945,033	\$ -	\$ 945,033	\$ 945,033

Airport Fund

This fund accounts for the activities of the City's municipal airport.

Revenues received for the quarter were greater than budgeted even though charges for services are lagging. Grant funds tied to capital projects have been received.

Operating expenditures were slightly over budget for the quarter. Project expenses are not incurred evenly throughout the year.

Ending fund balance for the quarter is \$(3,117), but will increase as revenues are received as projects are completed.

	Quarter Ended			Biennium-To-Date		
	December 31, 2019					
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Intergovernmental	\$ 9,800	\$ 12,030	\$ 2,230	\$ 78,000	\$ 69,471	\$ (8,529)
Charges for Services	15,000	13,200	(1,800)	120,000	47,670	(72,330)
Earnings & Contributions	20,900	29,588	8,688	167,200	57,439	(109,761)
Total current resources	45,700	54,818	9,118	365,200	174,580	(190,620)
Expenditures						
Materials and Services	36,700	18,927	(17,773)	293,500	99,753	(193,747)
Capital Purchases	16,900	39,356	22,456	135,000	142,406	7,406
Total expenditures	53,600	58,283	4,683	428,500	242,159	(186,341)
Other requirements						
Contingency	19,800	-	(19,800)	158,400	-	(158,400)
Total other requirements	19,800	-	(19,800)	158,400	-	(158,400)
Total expenditures and other requirements	73,400	58,283	(15,117)	586,900	242,159	(344,741)
Total resources over (under) requirements						
Beginning balance	27,700	348	(27,352)	221,700	64,462	(157,238)
Ending Balance	\$ -	\$ (3,117)	\$ (3,117)	\$ -	\$ (3,117)	\$ (3,117)

Public Works Administration and Support Services Fund

This fund accounts for the activities of Public Works administration and staffing that serves several public works functions. Revenue is received through internal charges for services from benefitting funds.

Revenue for the quarter is less than budget. Charges for the services provided were received as budgeted.

Expenses were under appropriations for the quarter. Transfers were made as expected.

Ending fund balance for the quarter is \$78,563, an increase of \$28,339 from last quarter.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Intergovernmental	\$ 11,700	\$ -	\$ (11,700)	\$ 93,600	\$ -	\$ (93,600)
Charges for Services	323,500	316,100	(7,400)	2,588,100	737,567	(1,850,533)
Debt proceeds	43,800	-	(43,800)	350,000	-	(350,000)
Total current resources	379,000	316,100	(62,900)	3,031,700	737,567	(2,294,133)
Expenditures						
Personnel Services	192,600	157,356	(35,244)	1,540,800	388,481	(1,152,319)
Materials and Services	45,800	47,578	1,778	366,600	117,427	(249,173)
Capital Purchases	87,500	27,902	(59,598)	700,000	138,973	(561,027)
Transfers	55,000	54,925	(75)	439,400	128,158	(311,242)
Total expenditures	380,900	287,761	(93,139)	3,046,800	773,039	(2,273,761)
Other requirements						
Contingency	21,400	-	(21,400)	171,200	-	(171,200)
Total other requirements	21,400	-	(21,400)	171,200	-	(171,200)
Total expenditures and other requirements	402,300	287,761	(114,539)	3,218,000	773,039	(2,444,961)
Total resources over (under) requirements						
Beginning balance	23,300	50,224	26,924	186,300	114,035	(72,265)
Ending Balance	\$ -	\$ 78,563	\$ 78,563	\$ -	\$ 78,563	\$ 78,563

System Development Funds

The City maintains four separate funds to account for system development charge revenue; street, water, wastewater and stormwater. Revenue is accumulated and transferred to the various operational funds to pay for qualified improvements costs.

Revenue from all SDC's were greater than the allocated budget in the quarter. Transfers from SDC funds to the operating funds were made consistent with qualified project expenditures and the budget.

Street SDC Fund

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Earnings & Contributions	\$ 12,500	\$ 22,574	\$ 10,074	\$ 100,000	\$ 47,109	\$ (52,891)
Transfers in	-	-	-	-	-	-
Debt proceeds	-	-	-	-	-	-
Total current resources	12,500	22,574	10,074	100,000	47,109	(52,891)
Expenditures						
Materials and Services	300	190	(110)	2,400	415	(1,985)
Transfers	60,000	95,000	35,000	480,000	221,667	(258,333)
Total expenditures	60,300	95,190	34,890	482,400	222,082	(260,318)
Other requirements						
Contingency	9,700	-	(9,700)	77,900	-	(77,900)
Total other requirements	9,700	-	(9,700)	77,900	-	(77,900)
Total expenditures and other requirements	70,000	95,190	25,190	560,300	222,082	(338,218)
Total resources over (under) requirements						
Beginning balance	57,500	387,469	329,969	460,300	489,826	29,526
Ending Balance	\$ -	\$ 314,853	\$ 314,853	\$ -	\$ 314,853	\$ 314,853



Water SDC Fund

	Quarter Ended			Biennium-To-Date		
	December 31, 2019					
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Earnings & Contributions	\$ 28,000	\$ 46,213	18,213	\$ 223,500	\$ 103,661	(119,839)
Total current resources	28,000	46,213	18,213	223,500	103,661	(119,839)
Expenditures						
Transfers	31,300	-	(31,300)	250,000	-	(250,000)
Total expenditures	31,300	-	(31,300)	250,000	-	(250,000)
Other requirements						
Contingency	21,800	-	(21,800)	174,000	-	(174,000)
Total other requirements	21,800	-	(21,800)	174,000	-	(174,000)
Total expenditures and other requirements	53,100	-	(53,100)	424,000	-	(424,000)
Total resources over (under) requirements						
Beginning balance	25,100	57,448	32,348	200,500	-	(200,500)
Ending Balance	\$ -	\$ 103,661	\$ 103,661	\$ -	\$ 103,661	\$ 103,661

Wastewater SDC Fund

	Quarter Ended			Biennium-To-Date		
	December 31, 2019					
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Earnings & Contributions	\$ 28,600	\$ 81,606	53,006	\$ 229,000	\$ 161,331	(67,669)
Total current resources	28,600	81,606	53,006	229,000	161,331	(67,669)
Expenditures						
Materials and Services	500	286	(214)	3,600	622	(2,978)
Transfers	68,700	62,500	(6,200)	550,000	145,833	(404,167)
Total expenditures	69,200	62,786	(6,414)	553,600	146,455	(407,145)
Other requirements						
Contingency	7,900	-	(7,900)	63,300	-	(63,300)
Total other requirements	7,900	-	(7,900)	63,300	-	(63,300)
Total expenditures and other requirements	77,100	62,786	(14,314)	616,900	146,455	(470,445)
Total resources over (under) requirements						
Beginning balance	48,500	201,729	153,229	387,900	205,673	(182,227)
Ending Balance	\$ -	\$ 220,549	\$ 220,549	\$ -	\$ 220,549	\$ 220,549



Stormwater SDC Fund

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Earnings & Contributions	\$ 15,000	\$ 29,374	14,374	\$ 120,000	\$ 58,446	(61,554)
Total current resources	15,000	29,374	14,374	120,000	58,446	(61,554)
Expenditures						
Materials and Services	100	79	(21)	1,000	173	(827)
Transfers	25,000	50,000	25,000	200,000	116,667	(83,333)
Total expenditures	25,100	50,079	24,979	201,000	116,840	(84,160)
Other requirements						
Contingency	12,200	-	(12,200)	97,400	-	(97,400)
Total other requirements	12,200	-	(12,200)	97,400	-	(97,400)
Total expenditures and other requirements	37,300	50,079	12,779	298,400	116,840	(181,560)
Total resources over (under) requirements						
Beginning balance	22,300	190,759	168,459	178,400	228,448	50,048
Ending Balance	\$ -	\$ 170,054	\$ 170,054	\$ -	\$ 170,054	\$ 170,054



Debt Service Funds

GO Debt Service Fund

This fund accounts for the repayment of voter approved debt obligations to complete water improvements. Since property taxes are not received until November of each fiscal year, the fund keeps a balance to pay the first principal and interest debt payment of each fiscal year.

Tax revenue is above budget as the majority of property taxes are received in November.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Taxes	\$ 39,700	\$ 141,587	\$ 101,887	\$ 318,100	\$ 145,431	\$ (172,669)
Earnings & Contributions	-	917	917	100	2,354	2,254
Total current resources	39,700	142,504	102,804	318,200	147,785	(170,415)
Expenditures						
Debt service	43,200	5,184	(38,016)	345,600	5,184	(340,416)
Total expenditures	43,200	5,184	(38,016)	345,600	5,184	(340,416)
Other requirements						
Contingency	200	-	(200)	1,800	-	(1,800)
Total other requirements	200	-	(200)	1,800	-	(1,800)
Total expenditures and other requirements	43,400	5,184	(38,216)	347,400	5,184	(342,216)
Total resources over (under) requirements						
Beginning balance	3,700	108,752	105,052	29,200	103,471	74,271
Ending Balance	\$ -	\$ 246,072	\$ 246,072	\$ -	\$ 246,072	\$ 246,072



Debt Service Fund

This fund accounts for several debt service obligations incurred by the City, one of which is debt incurred to complete local improvements which are paid for by property owners via assessments against their properties. The accumulated balance for this debt is sufficient to pay approximately the next two years debt service payments without receiving any additional payments.

The fund balance of \$461,797 will increase as the biennium progresses. Transfers from the programs benefitting from the debt are made on a monthly basis, which does not always coincide with the payments for the debt.

	Quarter Ended December 31, 2019			Biennium-To-Date		
	Budget	Actual	Over(Under)	Budget	Actual	Over(Under)
Current resources						
Intergovernmental	\$ 33,600	\$ -	\$ (33,600)	\$ 269,000	\$ -	\$ (269,000)
Earnings & Contributions	4,875	25,465	20,590	39,000	89,049	50,049
Transfers in	209,100	194,175	(14,925)	1,673,000	453,075	(1,219,925)
Total current resources	247,575	219,640	(27,935)	1,981,000	542,124	(1,438,876)
Expenditures						
Materials and Services	100	450	350	800	850	50
Debt service	278,975	593,365	314,390	2,232,500	593,365	(1,639,135)
Total expenditures	279,075	593,815	314,740	2,233,300	594,215	(1,639,085)
Other requirements						
Reserves	71,500	-	(71,500)	571,300	-	(571,300.0)
Total other requirements	71,500	-	(71,500)	571,300	-	(571,300)
Total expenditures and other requirements	350,575	593,815	243,240	2,804,600	594,215	(2,210,385)
Total resources over (under) requirements						
Beginning balance	103,000	835,972	732,972	823,600	513,888	(309,712)
Ending Balance	\$ -	\$ 461,797	\$ 461,797	\$ -	\$ 461,797	\$ 461,797

Debt Summary

The following schedule provides information related to the City's outstanding debt during the 2019-2021 biennium through fiscal year 2025. The schedule includes:

- Debt issue
- Fund(s) that the debt is repaid/budgeted
- Original amount of the loan
- The annual payment in fiscal year 2018
- Interest rate
- Maturity of the obligation
- Outstanding principal balance as of June 30, by fiscal year through 2023
- Estimated debt per capita for each fiscal year (Total City Debt)

The City's total debt per capita as of June 30, 2020 is projected to total \$2,488. During the subsequent five fiscal years, the debt per capita is projected to decline to \$1,548 by June 30, 2025.

Description	Fund(s)	Original Amount	Annual Payment FY 2020	Interest Rate	Maturity	Outstanding balance fiscal year ending June 30,					
						2020	2021	2022	2023	2024	2025
Existing Obligations											
GO Bonds	GO Debt	1,476,848	174,481	2.11%	2021	492,283	328,188	164,094	-	-	-
LOCAP 2011	GF/Street/W/WW	1,245,000	90,756	3.0-4.6%	2030	795,000	735,000	675,000	610,000	545,000	475,000
LID 2010 (Spruce)	LID	1,478,000	101,905	1.9-4.5%	2030	1,035,000	970,000	900,000	825,000	745,000	660,000
FFCO 2010B	GF/WW/SW	8,750,000	896,800	2.5-4.0%	2030	1,625,000	800,000	735,000	665,000	590,000	515,000
OBDD SPW	WW	657,057	42,509	2.0-4.0%	2034	464,559	440,489	416,276	391,916	367,425	337,794
CWSRF	WW	4,923,260	258,074	0.50%	2032	3,142,820	2,901,064	2,659,308	2,417,552	2,175,796	1,934,040
FFCO 2016 - Banner	Street	1,300,000	450,984	2.92%	2026	886,756	761,105	631,706	498,448	361,251	219,927
FFCO 2016 - FURA	Street/W/FURA	8,500,000	565,662	2.92%	2036	7,340,644	6,989,738	6,628,367	6,256,219	5,873,463	5,478,799
FFCO 2017 - Banner	GF	3,300,749	236,032	3.50%	2041	3,056,857	2,928,175	2,794,886	2,656,825	2,514,073	2,365,959
FFCO 2019 Tax Exempt Banner Bank - 5 yr Taxable	FURA	3,150,000	219,340	3.50%	2040	3,038,381	2,922,877	2,803,355	2,679,673	2,551,688	2,419,249
	FURA	150,000	5,543	5.30%	2024	150,000	150,000	150,000	150,000	-	-
Total City Debt		34,930,914	3,042,086			22,027,300	19,926,636	18,557,992	17,150,633	15,723,696	14,405,768
Population	assumes 1% annual increase					8,854	8,943	9,032	9,123	9,214	9,306
Debt per capita						2,488	2,228	2,055	1,880	1,707	1,548



AGENDA ITEM SUMMARY
FLORENCE CITY COUNCIL

ITEM NO:
Meeting Date: March 23, 2020
Department: All

ITEM TITLE: Commission, Committee & Volunteers Report – February 2020

DISCUSSION/ISSUE:

Airport Volunteers	
<u>Department:</u> Public Works	<u>Staff:</u> Mike Miller – Public Works Director
17 Volunteers from the Airport Volunteer Group provided 232 hours of labor greeting visiting pilots and their passengers at the airport; answering phone calls; and providing general information and directions to local attractions; checking all entrance/exit gates; visually check taxiways to ensure they are free and clear of debris; check loaner cars and collect fees from loaner car users; clean the restrooms and office space at the airport office.	
Audit Ad-Hoc Committee	
<u>Department:</u> Finance	<u>Staff:</u> TBD
No report.	
Budget Committee	
<u>Department:</u> Finance	<u>Chairperson:</u> TBD
No report.	
Community & Economic Development Committee	
<u>Department:</u> Administration	<u>Chairperson:</u> Robbie Wright
No Report.	
Environmental Management Advisory Committee (EMAC)	
<u>Department:</u> Planning	<u>Vice-Chair:</u> Britte Kirsh
EMAC Meeting Summary – February 18, 2020 Meeting Called To Order: 6 pm 5 new members were welcomed to EMAC with each of them expressing their passion and concern for a healthy and clean Florence. All returning members of the committee were also present. City Recorder, Kelli Weese presented the Annual Committee Training and Wendy Farley- Campbell provided committee background and workplan progress. Nominations for Chair and Vice Chair resulted in unanimous votes for Katie Prosser, Chair and Michael Titmus, Vice Chair. The meeting focused on updates on Subcommittees progress, 2020 Environmental Film Sponsorship event February 27 th and Arbor Day Events (April 25 th in conjunction with Earth	

Day Events). EMAC agreed that M Titmus can start work on developing marketing opportunities for Arbor Day / Tree City USA designation promotions.

The next meeting will be a work session on Tuesday March 3rd at 6 pm in City Hall. This will be an opportunity to discuss 2020 Workplans and create new plans and subcommittees as needed. Wendy Farley Campbell will provide a brief orientation for the new members to help them understand the role of EMAC with respect to the waste haulers and rate review.

The regular EMAC meetings will continue to be held on the third Tuesday of each month starting at 6 pm in City Hall.

The meeting was adjourned at 8:32 pm.

Florence Events Center Volunteers / Friends of the FEC

Department: Florence Events Center

President: Kirk Mlinek

No Report.

Florence Urban Renewal Agency

Department: Administrative

Staff: Kelli Weese – City Recorder / Eco. Devo.

The Florence Urban Renewal Agency meet on February 26th to discuss the approval of a redevelopment assistance grant program and the results of the gateway monuments construction bids. The agency members also participated in a policy training and a discussed the status of the Quince Street marketing development.

Florence Urban Renewal Agency Budget Committee

Department: Finance

Staff: TBD

No report.

Parks Volunteers

Department: Public Works

Staff: Mike Miller – Public Works Director

Old Town Park (Gazebo Park). Two (2) volunteers provided a total of 12 hours of labor picking up litter, and sweeping leaves from the plaza. In addition, the volunteers help coordinate and oversaw the placement of the stepping stones and planting of the grass between the gazebo and top of the river bank being completed by Laurel Bay Gardens. Thank you once again to Ron Hogeland and OldTown Association of Florence for all they do!

River Beach Access Park. Sixteen (16) volunteers from Resurrection Lutheran Church provided a total of 67.5 hours of labor trimming/delimbing trees; stacking limbs into piles to be chipped later by PW staff; and raking up debris. The volunteers also removed scotch broom and picked up litter from the park.

Singing Pines Park. Twelve (12) volunteers from Shoreline Christian School provided a total of 12 hours of labor picking up litter and trash from the park, including the trails within the park.

Planning Commission

<u>Department:</u> Planning	<u>Staff:</u> Wendy FarleyCampbell – Planning Director
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Planning Commission met February 11th to initiate Comprehensive Plan and Florence City Code amendments related to an update of FEMA’s Flood Insurance Rate Maps and Study. On February 25th they met to review an application for a Phase 2 Site Investigation Report submitted by DevNW for the housing project on Airport Rd. Both proposals we unanimously approved.

Police Auxiliary

<u>Department:</u> Police	<u>Director:</u> Len Larson
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No report.

Police Reserve Officers

<u>Department:</u> Police	<u>Staff:</u> Tom Turner – Police Chief
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Program not active

Public Arts Committee

<u>Department:</u> Administrative	<u>Chairperson:</u> Harlen Springer and <u>Vice-Chairperson</u> Jo Beaudreau
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PAC Narrative City Council Report for February 2020

The City of Florence’s new committee members have now joined the current members for the various City Committees. The Public Arts Committee (PAC) had a special meeting on Monday, February 25th at 4pm at the City Hall Council Chambers. To welcome the new members, and help information our community, PAC Chair, Harlen Spring and Vice-Chair, Jo Beaudreaux, shared a welcome presentation that included; formation history of the Public Arts Program, the economic vitality the Arts provide communities, past and current projects & committee members, where PAC is now, next steps and inspirations for the future, including continued public outreach. Each new member also received a commentative Welcome Brush.

All PAC Members made brief introductions which included their history, reasons why they applied to PAC and what expertise they bring to the table to continue the momentum the City of Florence PAC’s City in Motion.

The new and current members are;

Karl Engel (New) is an active business owner and member of the community owning Jerry's Bar & Grill. He likes to think of himself and wife as "Recycled" Florenencians. They lived here many years ago and then has been about to move back. Since back he has been more involved with his community through his business, Rotary and Chamber activities. The "Arts are a part of the conversation in Florence, and we are more than just sand dunes." He is excited to help continue helping the arts stimulate our local economy.

Patti Williams (New) has been doing art since childhood and has been developing her skills ever since. She is a member of FRAA and loves to participate in shows and competitions. She has been doing a lot of Plein Air art and thinks Florence would be a fantastic destination for competitions bring in monies from around the world to our area.

Christine Santiago (New) has been a property owner of Florence for several years and finally been able to live in Florence full time. She has been very impressed in the past 8 month how Florence has been blooming. She loves that people in our community respects artists and the various types of arts that people are doing here. Santiago wants to see and expand on the good stuff we have going on here in Florence.

Kristin Dill (New) has been able to relocate to Florence for her position at PeaceHealth as a nurse. She has grown up in a small town and has spent much of her adult working life in urban areas. She has a bachelors in Interdisciplinary Arts.

Kathleen Wentzel (New) has been an active member of various Art types including visual arts, jewelry making, and performing arts. She is a member of BackStreet Gallery.

Nancy Pierson (New) has lived in the Florence area for over 10 years and has been active with various non-profits. She has a background in promotions and served as a liaison between companies and clientele.

Denise Tarvin (Returning) loves the different aspects of the Arts. With her Social Services background she saw that her strategic planning skills and grant writing could help bring more vibrancy to our community through the arts. She is interested in the sustainability and supporting our local creatives among all the various types of arts Florence supports

Peggy Meyer (Returning) lives and loves Florence. She has lived in Florence for over 20 years. She is a retired educator and coach of our area's youth for many years. She enjoys the Arts and loves to be able to help.

Jo Beaudreaux (Returning) is a young local business entrepreneur (BeauxArts Fine Art Materials) and artist with a Bachelors of Fine Arts degree. She has been an active member of our community supporting the Arts when and wherever possible. Beaudreaux says, "The Arts are active in our local economy, provide a role in vibrant placemaking, encourages others to better themselves and our community."

Harlen Springer is (Returning) has always been inspired and intrigued by Artists and the Arts. Harlen has been a property owner for over 40 years in Florence and has been an active member for over 12 year. He loves the Artists process, going from ideas, concepts to results. Using his Marketing and Management skills he has been able to help Artists ideas come to fruition. Harlen helped form and establish the Florence Arts Alliance (FRAA) and now has been appointed to the Oregon Arts Commission helping represent rural creative economies.

Woody Woodbury (Returning) is the Council Ex-Officio member of the Public Arts Committee appointed by the Mayor. He enjoys the Committee and wants to keep moving forward. He also finds it important when people are able to express their options.

Kelli Weese (Returning) is the City of Florence City Recorder / Economic Development Coordinator and Ex-Officio for the PAC. She has been working for the City for over 12 years and has been working with PAC since its development. From her economic background she notes that the Arts are providing services, creating a vibrant community where people want to live.

Sarah Moehrke (Returning) is a RARE Americorps member through the University of Oregon. Resource Assistance for Rural Environments (RARE) participants help build capacity in rural communities. Moehrke knew she would be working with PAC and Florence when moving her for her position almost two years ago. She has been a huge fan of Public Art since she was a child. She has been helping PAC and also helping with a Statewide Project, Oregon Coast Public Art Trail, which will connect our coast communities and showcase our amazing area through the arts.

After the introductions and welcome presentation, the members of the Committee reviewed the 2020 ArtExposed applicants and the locations they would be placed. The ArtExposed Project is a rotating outdoor art gallery. This exciting program has been able to enhance the beauty and livability of our community by introducing original outdoor art into Florence to create a unique sense of place and enhance community identity. Many cities around the world are engaged in programs of this type and it creates excitement for both the community and visitors. ArtExposed pieces are displayed for a maximum of two years and are available for purchase through the City of Florence. After two years, the pieces will be returned to the artists if they are not sold and other pieces will be selected. There have been four pieces selected for the first installation in 2018; Copper Leaf Tree by Pancho Clark, Transformation by Paul Riemer, West Coast Overlook by Jesse Swickard, and Sitting Wave Part II by Jesse Swickard that will be rotated in May & June 2020.

The next meeting to approve the next 2020 round of ArtExposed is scheduled for March 23rd at 5:30pm at the City of Florence City Hall Council Chambers. Members of the public are invited and encouraged to attend, learn and express their thoughts.

Additional information about PAC and ArtExposed can be found on the City of Florence's website (ci.florence.or.us/). Members of the community are always invited and encouraged to attend the PAC meets as well as all other City Committee Meetings. Please check the site website for current schedules, as times may change.

Link to Meeting Materials, including Welcome Presentation: <https://www.ci.florence.or.us/bc-pac/public-art-committee-meeting-62>

Additional References & More Information

Items that didn't make it into your January 2020 Packet

State of the City Expo

Arts were present and shown off at the State of the City Expo on January 30th from 5-7pm at the Florence Events Center. Read more via Siuslaw News Coverage: <https://thesiuslawnews.com/article/whats-to-come-in-2020>



1/29/2020 - PAC begins selection process of new 'Art Exposed' Gallery

Siuslaw News Coverage: <https://thesiuslawnews.com/article/pac-begins-selection-process-of-new-art-exposed-gallery>

Jan. 29, 2020 — The first Public Art Committee (PAC) meeting of the year took place on Monday at Florence City Hall. The committee has lost a number of members in the past few months, but the four remaining PAC members began work on the next stage of the “Art Exposed” portion of their responsibilities.



Committee Chairperson Harlen Springer and Vice Chair Jo Beaudreau have retained their positions

leading PAC but, with only two other members of the committee currently seated, the work of selecting the next round of possible “Art Exposed” pieces is being decided on by just four committee members.

This meeting of PAC was scheduled at 1 p.m., rather than its normal 10 a.m. start time, to allow for more members of the community to attend the meeting. The move didn't work out as hoped, with only one member of the public attending Monday's meeting — an unfortunate situation given that one of the main complaints leveled against PAC in the past by some community members is the relative few individuals involved in the art selection process.

The process of discussion and consideration regarding the 26 entries submitted for the next round of “Art Exposed” took approximately two hours and focused on the visual impact of the pieces, with secondary consideration given to the appropriate placement of the artwork.

The “Art Exposed” Gallery is a rotating showcase of public art in Historic Old Town Florence, with many pieces in a row along Bay Street. Florence Public Works has installed pedestals for the art, which allows people to view and purchase the artworks.

The meeting's discussion was led from the city's perspective by Sarah Moehrke, community and economic development assistant, with Springer and Beaudreau managing the discussion from the PAC perspective.

Springer said he was pleased with the progress made at the meeting and wanted to assure the community that PAC will be scheduling a public meeting to receive input on the art selected for consideration.

“The committee reviewed and discussed the initial submissions and we were very pleased with the overall number, quality and variety of the entries,” he said. “This speaks to the positive reputation that the program has achieved. We selected two or three finalists for each of the five locations on Bay Street. To ensure public input into the process, we are working on scheduling an evening meeting where the public can comment on the finalists for each of the locations, and the date and time of that meeting will be well publicized.”

Springer said the committee plans to make final decisions by mid-March, with the artwork installed in May and June.

Another criticism made by some community members in the past was the lack of local artists in the selection process. There was concern expressed that the many local artists and craftspeople were not seriously considered for selection and display.

That critique could potentially be raised again in the latest selection process due to having only two of the current entries under consideration from artists residing in the Florence area.

In addition, artists from Brooklyn, Chicago, Washington D.C., Idaho and Washington State have submitted work for consideration, in addition to a number of artists from other places in Oregon.

The original submissions were well-vetted, and the end result of the process was the selection of a limited number of pieces to be considered for each of five locations in the Old Town District.

The meeting was primarily dedicated to this next stage of the “Art Exposed” program but Springer did mention the Florence Urban Renewal Agency (FURA) meeting, which took place last week. Specifically, Springer attempted to clarify the PAC position as it applied to a previously approved display slated for on one of the most iconic structures in Florence — The Siuslaw River Bridge. The project would incorporate art into the steps leading up to the bridge’s north-east corner from a parking lot off Bay Street.

During last week’s FURA meeting, City Manager Erin Reynolds announced the time frame for the completion of an agreement between the Oregon Department of Transportation and the city was taking longer than anticipated, and that the original contract with the artist to complete those negotiations by a specific date had expired.

Springer acknowledged the confusion surrounding the steps project and stated the project would continue, but at a slower pace than planned.

FURA had originally committed to purchase the steps installation but the fallout from last year's mural project prompted a change in the funding mechanism for public art in Florence. It is unclear what the future of the steps project will be at this time.

The next PAC meeting is scheduled for Monday, Feb. 24, beginning at 10 a.m. at Florence City Hall. For more information, visit ci.florence.or.us.



Siuslaw Vision

Posted by Stephanie Sarles

5 hrs · 🌐

Siuslaw Vision loves our community builders! We celebrated just a few of 2019's accomplishments and talked about what's ahead for 2020 at dinner last week hosted by our friends from the Ford Institute for Community Building. Thank you, **Florence Area Community Coalition, Siuslaw Regional Aquatics Center, Florence Farmers Market, First Step, Mapleton Preschool, Siuslaw Watershed Council, The Ford Family Foundation, Florence Public Arts Committee,** and all the other organizations these amazing people serve.

Celebration of Community Work >

Ford Family Foundation and the Siuslaw Vision has a celebration event that included members of the City of Florence Public Art Committee as well as other distinguished community leaders and champions.



Florence Arts Atmosphere

Violin Player Playing on a Friday Night in Old Town providing atmosphere & sense of place

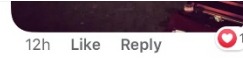
Locals showcasing our public arts on Social Media



Lynette Kristine ▶ Florence, Oregon

Yesterday at 6:09 PM · 📷

Different view of this lovely art on The Waterfront



Lynette Kristine

Jo Beaudreaux lovely, ROBBIE PLAYS SO BEAUTIFULLY. The art piece sparkles in the light.

4h Like Reply



Lynette Kristine

Inspired me



4h Love Reply



Jo Beaudreaux

Lynette Kristine yes!!!!

Just now Like Reply

iSpy

iSpy showcases some art around town on Social Media asking people to call out the location or if they know about the work to share it! In the comments through dialog, information is shared.





Invites to PAC Meetings Posted on various Social Media Pages

Art Quest Project on Hold until New Members Join PAC

Holidays are a great time for Questing!
 Box monitors - Please check your Quests before Thanksgiving to make sure they are in good shape for all the folks who will be heading outside to "walk off" their pumpkin pie. Bring extra plastic bags to waterproof box contents for the winter.



ArtExposed

Call Call Ended at the end of January 2020.
 26 Amazing applications from locals and around the country, including Canada.

Finalist Information HERE:
<https://www.ci.florence.or.us/bc-pac/art-exposed-program-finalists>

Program Information HERE:
<https://www.ci.florence.or.us/bc-pac/art-exposed-florences-rotating-outdoor-art-gallery>



2019 Best of Florence

Siuslaw News annual Best of Florence once again features Vote for your favorite Public Art Work. They also have Arts related businesses nominated.

(https://thesiuslawnews.secondstreetapp.com/BestOfFlorence2019/?fbclid=IwAR07PcwfA0XGgt49_sSKC6M_JHoZfm-NTYNRkQIGOEIr2IB58PUQgW4ZWHI)

2/20/2020 - *Founding PAC Member featured in Portland Business Journal & RAIN Promotions* - Oregon's rural small businesses are poised to thrive, if we support them Harriet & Pine's Jayne Smoley writes that she and her fellow Florence, Oregon, small businesses are actively rooting for one bill in particular to take effect



(<https://www.bizjournals.com/portland/news/2020/02/10/opinion-oregons-rural-small-businesses-are-poised.html>)

Other Community Public Arts WOW!

Amazing showcase of works from all over the world: <https://www.widewalls.ch/street-update-100-best-murals/dank-neon-streets/>



Our Community Public Arts WOW!

- **Beautification For Florence Committee** via Chamber is working on their 90 work plan on Spacemaking Parklets & Banners connecting areas of Florence Uptown to Old Town on 101. Two PAC Members are directly involved in helping these projects move forward
- **Florence Regional Arts Alliance**
 - Workshop Series with Lane Arts Council (See Photo)
 - Exhibitions and Galleries Panel
 - Price, Promote & Profit From Your Artwork
 - Information: lanearts.org/workshops-florence
 - Spoken Word 2/4 (See Photo)
 - Love Gone Wrong Spoken Word on 2/21

- **Florence Events Center**
 - FEC Gallery Committee Recruiting New Members (See Photo Below)
 - FEC Gallery Committee Working on Fresh Impressions Show for Local Area Youth including Siuslaw, Mapleton High Schools as well as Home Schoolers
 - BackStreet Gallery Member Show, then Where Art Thou? Up at the end of January (See Photos Below)
 - <https://thesiuslawnews.com/article/backstreet-gallery-artists-on-display-at-florence-events-center>
 - 2nd Saturday Gallery Tour with over 14 participating businesses (See Photo)
 - Boys & Girls Club Fraudville (See Photo)
- **SeaCoast Entertainment** at Florence Events Center
 - The Neave Trio on March 4th (See Photo)
- **CROW**
- **City Light Cinema** continues their performing Arts Programing (See Photos Below)
- **Siuslaw Library District**
 - *Colgan-Bennetts Gallery & Display Case*: Florence Regional Arts Alliance group show
 - *Inside Display Case*: Christopher Curtis, abstract art (Jan 15-Feb 29)
 - Heads Up - Hang It All 2 in May! This year's theme is "Ages and Stages". Get your 2D or 3D work ready for this free community show.
 - Author Program - South Coast Shipwrecks with H.S. Contino on Saturday, Feb 22, 1-2 PM, local author H.S. Contino for a fascinating look at historic shipwrecks of the southern Oregon coast.
- **Siuslaw Viewfinders Club**
 - See Photo
- **KXCR** - [Featured Artist Radio Show](https://www.kxcr.net/show/featured-artist/) - [kxcr.net/show/featured-artist/](https://www.kxcr.net/show/featured-artist/)
 - Larry La Voie
 - Jack Hibbs
 - Melanie Heard
 - Patricia Morrison
 - Ivan Hernandez Salinas
- **ReStore** - Recycled Art Contest (See Photo Below)
- **Three Rivers Activities**
 - Learn more: <https://thesiuslawnews.com/article/three-rivers-february-entertainment-lineup>



**2020
FRESH
IMPRESSIONS EXHIBITION**

Call for High School Artists

Application Deadline
March 13th at 5pm

Reception: Wednesday, April 22nd, 2020
5-7pm at Florence Events Center



<Youth Art Call for
FEC Show Fresh
Impressions:

Link for more info:
<https://www.facebook.com/events/492157204790582/>

**Make creative pin on
Friday with BeauxArts**

BeauxArts invites the community to "Inspire Your Heart with Art!" "What type of art inspires you? Maybe it is a color? A style?" asks Jo Beaudreau, owner of BeauxArts.

People are invited to create their own one-of-a-kind art pin on Friday, Jan. 31, from 10 a.m. to 5 p.m. at BeauxArts Fine Art Materials, 2285 Highway 101, Suite H.

Attendees will be able to

choose from simple to dynamic designs. People can create a pin with watercolor, pen, marker, pencils or more that they can wear with any outfit or for special occasions.

All ages and creative abilities are welcomed and encouraged to make a pin.

There is a limited quantity available, and the event runs while supplies last. No purchase necessary for one art pin. Each additional pin will be a small fee.

<Local Art Material shop hold FREE Inspire your Heart with Art Day Pin Making Session

Past PAC Member Letter to Editor >

president, the agency is removing protections to benefit industry and developers.

To continue to be known as the Environmental Protection Agency is duplicitous. Perhaps the Environmental Predatory Agency would be more appropriate?

—Cris Reep
Florence

**DANGEROUS TO CONTROL
ART WITH LABELS**

We have the right to like or not like art, but do we have the right to control art?

With art having so many faces and personalities, it's hard for us to put a label on it. In fact it's down right dangerous to label art because it's so much a part of each one of us.

There was a government that wanted to control art so they created two different types of art shows.

One show had 650 paintings, sculptures and prints by 112 artists, primarily locals. The other show was intended to show the more classical and "racially pure" type of art advocated by the government.

The government believed that the people would embrace their show and reject the other. They even labeled the local artist show as "Degenerate Art."

This story is true and happened in 1937 in Germany. The government was the Nazi Party and the people chose the "Degenerate" art show by 2-to-1.

What would we do if certain art was controlled today? With music being art, what would happen if we decided the "The Star Spangled Banner," which started as a poem written by Francis Scott Key, was not appropriate and was removed from the public?

The new Florence City Hall structure is art. Even our homes are expressions of art.

Would our Siuslaw River Bridge be art? Of course it would be.

Our local newspaper is a form of art with its writing, design and freedom to speak.

To control art is nothing but a trap, invented by those who need to label others' views.

We need to embrace all art, whether created by a pre-schooler or senior citizen — and labeling it with disparaging views isn't constructive.

We have the freedom to say what we want but do we have the right to destroy others' dreams?

What's next? "Degenerate Music?" The Nazi Party already did that also.

—Greg Carlton
Florence

Additional Images



**BIRDHOUSE
RECYCLED
ART CONTEST**

Build a birdhouse using 80% recycled materials. Entries will be displayed in our Florence ReStore from February 14th -21st. See ReStore for official rules.

Winners are chosen by customer vote and will receive a gift certificate to the Florence ReStore!

1st Place: \$30
2nd Place: \$20
3rd Place: \$10



 **Habitat
for Humanity** | **ReStore**
2016 Hwy 101 Florence, OR 97439 541-997-5834



FLORENCE 2020

**WORKSHOPS
FOR ARTISTS**



Community News

Siuslaw Viewfinders see 'signs' before Feb. 3 meeting

The next of the Siuslaw Viewfinders Camera Club meeting is Monday, Feb. 3, at 6 p.m. in the Bromley Room of the Siuslaw Public Library, 1460 Ninth St.

The January meeting's theme was "Signs," which proved to be a challenge for the photographers.

First place went to Lial Robenson with a captivating picture of the front of Krab Kettle in Florence in the evening with all the signs in its window being backlit. Ed Wilent was awarded second place with a picture of an old building in Oakland, Ore., with a sign painted on the side, and then creatively added a sign for promoting the Viewfinders.

The final meeting of the Viewfinder's year, which runs March 2019 to February 2020. Potluck food and drinks will be supplied by all our attending members. People are asked to get in touch with Elaine Williams at emwill1955@gmail.com to let her know what they



(Above) Lial Robenson shot this award-winning photo of the Krab Kettle, while Ed Wilent received second place.

are bringing or to get suggestion from her.

The monthly theme is "Glass." In addition, the Viewfinders will be having the annual Photo of the Year competition, along with cash prizes.

The public is invited.



Florence Big Wave First Tuesday Open Mic on Feb. 4

Florence Big Wave First Tuesday Open Mic will be hosted Feb. 4 by the Florence Regional Arts Alliance, 120 Maple St., in Historic Old Town Florence.

Doors open at 6:30 and the open mic starts at 7 p.m.

Come ride the wave to this Florence Big Wave Poetry-sponsored event with your favorite poems, stories

and prose. It's free and everyone can participate, though there is a five-minute time limit. For more information, go to the "Big Wave Spoken Word" Facebook Page.

Random Arts of Arting



<Violin Bombing at HomeGrown Public House

^Random Found Art HomeGrown Public House



**COUNTDOWN
TO
EARTH DAY
50TH ANNIVERSARY**

You Are Invited

**KICK-OFF AND
ORGANIZING EVENT**

Saturday, Feb 1
1:00 - 4:00 pm
Three Rivers Casino

- 1:30 Nyah Vollmer
- 2:00 Eli Tome
- Meet Earth Day Vendors
- Sign Up For Your Booth
- Learn How To Be A Part Of Earth Day on April 25

FUNDRAISING RAFFLE

Nosh Mari's Kitchen Waterlily Studios
Off Bay St Bistro Bay Street Grille

CONTACT

Liat Meller
1-541-305-1193

^Earth Day Kick Off Where People Signed up to work on Art Projects & Nyah provided some entertainment at the event. Local Artists have volunteered to help create Posters and have booths for the Event.



<2020 Rhododendron Logo

2/7/2020 Job Shadow Day>

Local Youth Job Shadow various businesses in town



JOB SHADOW DAY

At

**BeauxArts
Fine Art Materials**

Please Give a Warm
Welcome to Sydney!





The Neave Trio Set to Perform at the FEC for SeaCoast Entertainment Event on March 4th >

Transportation Committee (TC)

Department: Planning

Chairperson: Bob Steele

The Transportation Committee (TC) held its meeting on March 5, 2020. No citizens were present.

This is the first meeting of the new business year and we held our election for the TC positions. TC membership and positions are as follows:

1. Robert Steele, Chairperson
2. Terry Tomeny, Vice-Chairperson
3. George Henry
4. Richard Holcombe
5. Gary Plunkett
6. Susan Jones
7. Vicki Dunaway
8. Larry Farnsworth
9. Joseph Cullivan, new member
10. Sylvia Napoles, new member

In addition, the following are the non-voting members of the TC:

Woody Woodbury, Council Ex-Officio, Sarah Moehrke, Staff Ex-Officio, Josh Haring, River Cities Taxi, John Ahlen, Lane Transit District, Kelly Clarke, Lane Council of Governments. The CEDC Ex-Officio is currently vacant.

The Florence-Eugene Rt 126 Connector is currently in operation with no major issues reported. More information may be found at the following Link Lane website.

<https://link-lane.org/>

Kelli Weese, City Recorder, provide the TC with:

- Overview of City Government & Committee Structures
- Public meeting & Ethics Laws and City Policies

The TC meeting schedule was approved. Meetings will be held on the second Thursday of each month starting at 2:30 PM at Florence City Hall. The TC's next meeting will be on April 9, 2020.

Sarah Moehrke reported that the City just submitted a pre-application for the Transportation Growth Management Grant.

At the next TC meeting, the Committee will learn more about how the TC will be interacting with Lane Transit and Lane Council of Governments. The TC will also begin discussing the Work Plan.

FISCAL IMPACT:

The fiscal impact of the committees and volunteer groups varies depending on their scope of work. Staff time is allocated to support the committees, and ensure committees comply with Oregon public meetings laws by preparing and posting agendas and minutes and/or digital recordings for meetings.

RELEVANCE TO ADOPTED CITY WORK PLAN:

Goal 1: Deliver efficient and cost-effective city services. Goal 5: Strengthen and Improve City's Organization and Capital Plant.

AIS PREPARED BY: Report written by Committee members and/or City of Florence staff and compiled by Kelli Weese, City Recorder

CITY MANAGER'S RECOMMENDATION: Approve Disapprove Other
Comments:

ITEM'S ATTACHED: None



MARCH 16, 2020

TO: CITY OF FLORENCE CITY COUNCIL AND INTERESTED CITIZENS

FROM: ANNE BAKER, ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: CITY OF FLORENCE CYBER SECURITY

Mayor Henry, Council, and interested citizens of the City of Florence,

A citizen asked a question at a recent City Council meeting regarding how the City protects data on our Information Technology (IT) systems and what the City is doing to minimize the risks to our IT infrastructure and data. Please know that while no IT system is ever 100 percent safe, the Administrative Services Department (ASD) and our IT staff take all cyber threats seriously and we feel that we have strong systems in place to protect our data and systems. We have achieved these strong systems by making decisions on services and processes that we feel will best keep our data safe, while not sacrificing the efficiency of our staff or overspending our computing or financial resources. We feel confident that the systems we have implemented successfully strike that desired balance.

There are several common ways that the City's infrastructure or data may be vulnerable to outside interference. The most common methods are via phisher or hackers. I will explain both scenarios and what the City does to combat them. Additionally, the City does have an emergency IT plan in place, which I can share some details about to clarify how we would respond to an event where our systems or data were compromised.

Phishers and Phishing

Phishing is a fraudulent attempt to obtain sensitive information (usernames and passwords, account information, financial information, etc.) by pretending to be someone trustworthy or entitled to the information. A phisher often carries out a phishing attempt via emails designed to look like an official email from someone trusted or by sending attachments that contain hidden applications. Falling for a phishing attempt can lead to a nefarious party gaining access to a system and either stealing information to use or sell, or encrypting and locking users out of their data. The nefarious party encrypts the data and holds it hostage and only releases it when the victim pays a certain amount of money. Both outcomes are incredibly concerning, so the City works hard to prevent either situation from occurring.

The City primarily uses two methods for fighting phishing. First, we utilize special security systems to monitor and block unfriendly emails. These systems scan incoming emails and determines whether an email we receive are a risk or not, before they reach a member of staff. These systems are like highly advanced spam filters and work with a high degree of accuracy to ensure that the emails that the system blocks are not real emails from citizens or other parties that have legitimate business with the City. During an average day, the City's security systems are triggered to respond to over 3,700 suspicious inbound emails. Of those, the software determines that 815 are legitimate and passed through to their destination.

The following chart outlines an average day's inbound email and the actions taken by the security systems:

Email Statistics (Inbound)		
	Day	Hour
Blocked	1,083	5
Blocked Virus	1	-
Rate Controlled	1,651	56
Quarantined	157	1
Allowed Tagged	50	-
Allowed	815	43
Total	3,757	105

Blocked emails are suspected of containing a virus; Rate Controlled emails are emails that are coming from groups that send numerous junk emails in sequence to overload our servers (spam); Quarantined emails likely contain something malicious, but are reviewable by our IT Manager; Allowed Tagged means that if the email is confirmed valid, the sender is added to our list so the email won't be held up by the system in the future.

The second method for fighting phishing is through employee training. We do this for the small percentage of emails that make it through the security systems. By making every employee aware of the tactics used in phishing emails, we reduce the chance that the emails allowed through our systems are incorrectly handled. When an employee receives a suspicious email, the employee notifies our IT staff. Our IT staff then analyzes the email and then they take the appropriate action (either remove the email from the system, or release the email back to the employee if it is not harmful). Our IT can block future emails from addresses that attempt to send nefarious content.

Taken together, these two systems of advanced computer software and a trained and aware staff, eliminate a substantial portion of risk to our IT systems and data.

Hackers and Hacking

In addition to phishing attempts, the City also monitors attempts by hackers to access our systems. A hacker attempts to gain access to a system directly via a process called hacking. They may scan our systems looking for vulnerabilities or exploits, which the hacker can then use to gain control over part or all of our computer systems. The City uses an advanced security system to prevent unauthorized external access to our systems. This is like the firewall that comes with your typical home computer or your home router, but ours is highly tuned and monitored through our network and other supplemental software systems. Every month, our advanced firewall system successfully blocks attempts from outsiders trying various methods to gain access to our network and data.

In addition to our security system, we have several more layers of protection that we maintain to address as many known threats as we can. The City utilizes specialized software that monitors our network's live data for abnormal behavior. This could be anything from recognizing that someone is trying to login from another country, to noticing that our servers keep getting strange requests that are similar to other attacks on different systems that the software has analyzed. In the event we detect an anomaly on our network, the IT Manager receives a notification and can take direct action against the threat to protect our systems and remove the threat.

Emergency IT Response Plan

Again, no system can be 100 percent safe, so we also have a plan in place to minimize our risk in the unlikely event that our security systems fail and we are compromised. The City performs continuous daily backups of all our data, which is stored off site on a highly secured and encrypted server. Having the data backed up off site is a recommended best practice in the IT security field. Think of it as making an exact copy of your important personal financial documents and

putting them in a lock box at the bank. If something happens to your home and the documents you have stored there, you can rest assured knowing you can go to the bank and you have not lost anything. It is the same idea here. If some natural catastrophe strikes City Hall, the data is safe elsewhere and we can boot it up and communicate and serve the public with little downtime. Additionally, if our data is held for ransom, we can just restore the data from our most recent secured backup, which means we lose the least amount of work possible. Our backup system tests the data immediately when it is backed up and, as an added level of security, the data, and its ability to be restored and run successfully, is also tested.

In conclusion, as more and more documents and processes are maintained and completed electronically as a society, we expose ourselves more to increasing cyber security threats. We at the City are aware of these threats and work hard to make sure our exposure is mitigated. We make sure that we remain proactive in our efforts and educated to what threats to our systems and data are out there so that we can be as prepared as possible to protect our data and our citizen's data.