

**CITY OF PORT ORFORD  
WORKSHOP  
THURSDAY, FEBRUARY 20, 2020 AT 2:00 P.M.  
Discussion: Water/Sewer/Employee Retirement**

**CITY OF PORT ORFORD  
REGULAR SESSION OF THE COMMON COUNCIL  
THURSDAY, FEBRUARY 20, 2020 AT 3:30 P.M.**

**AMENDED AGENDA**

1. **Call to Order/Pledge of Allegiance**
2. **Additions to the Agenda**
3. **Presentations to Council/Citizens – Census 2020 - ODOT Update on the Hwy 101 paving project**
4. **Consent Calendar**
  - a. Approve Minutes of January 16, 2020 and February 03, 2020 Workshop
5. **Citizens' Concerns (Sign Up Only for Old & New Business Items on the Agenda)**
6. **Departmental Reports**
  - ◆ Public Works
  - ◆ Administration
  - ◆ Police Department
  - ◆ Finance
  - ◆ Planning Department
  - ◆ Mayor's Report
- Liaison Reports**
  - ◆ PORT
  - ◆ Advertising/TLT
  - ◆ Fire Board
  - ◆ Parks
  - ◆ Watershed/Health
  - ◆ Emergency Management
- ◆ Curry County
7. **Old Business**
8. **New Business**
  - a. State of Oregon Budget Law – Corrective Action
  - b. Resolution 2020-06 Business License Fee
  - c. Approve ODOT Contract – Paving Ocean View
  - d. Approve Coquille Tribe Grant – Fort Point Trail
  - e. Approve Dredging Contract for Hubbard Creek Impound
  - f. Right-of-Way Request 11<sup>th</sup> and Idaho
  - g. Appointment to Planning Commission
  - h. Marijuana Tax – pose the question of the 3% tax
  - i. TLT Grant Amount Adjustment
9. **Continuing Action Items**
  - a. Water
  - b. Sewer
  - c. Vac. Rentals
  - d. Brd of Appeals
  - e. Planning Procedures
  - f. ADU's
  - g. Council Rules
  - h. Rural Fire Dept. Contract
  - i. SDC's
10. **Considerations**
  - a. Citizen
  - b. Staff
  - c. Councilor
  - d. Mayor
11. **Future Meetings**
  - a. Thursday, March 19, 2020, Regular Council Meeting 3:30 p.m. at City Hall
12. **Adjourn**



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## City of Port Orford

### City Council Meeting Minutes In the Gable Chambers Thursday, January 16, 2020 at 3:30 P.M.

Mayor and Council	Present	City Staff	Present
Gary Burns	X	Terrie Richards, City Admin/Recorder	X
Tim Pogwizd, Mayor	X	Shala Kudlac City Attorney	X
Pat Cox, President	X	David Johnson Finance Director	X
Jim Campbell	Excused		
James Garratt	X		
Carolyn LaRoche	X		
Travis Williams	X		

Media Present:

Others Present: Duane Eckhoff and Officer Brace.

**1. Call to Order**

Mayor Pogwizd called to order this Regular Meeting of the Common Council in the City of Port Orford Gable Chambers on Thursday, January 16, 2020 at 3:30 p.m. He asked those present to rise and join him in the Pledge of Allegiance.

**2. Additions to the Agenda:** None.

**3. Presentation to Council/Citizens –** None.

**4. Consent Calendar:** Councilor Cox moves to approve the minutes of the December 19 council meeting and workshop with Councilor Williams as second. *Motion carried 5-0.*

*Councilor Garratt Abstained Councilor Burns Yes Councilor LaRoche Abstained  
Councilor Williams Yes Councilor Cox Yes*

**5. Citizens' Concerns:** None.

**6. Department Reports:**

Public Works – Duane Eckhoff presents information on performance evaluations on public works employees that went very well. The newest employee is working out well and close to getting his CDL. New tires were put on the 5-yard dump truck acquired from the county. Public works had 10+ service calls and 5 locates the past month. TAG will be at public works February 3 for PLC swap over.

The crew repaired a leak on Arizona and 12<sup>th</sup> and at the boat ramp. Deady Street pump station has been losing prime bringing the Coast Guard Hill pump station to a low level. The city has a new pump and will install it next month. Reese Electric will do the electrical. A couple of power

bumps have caused loss of power to the filter pumps, which was resolved with a reset on the variable speed drives. The new PLC should give an alarm to notify staff when this occurs. Public works started the two-inch water meter city hall project. That involved getting down to the old valve, which had to be fixed prior to beginning the project. Due to storms and excess rain, there were about five days where the water plant could not be run. The plant was then run 24-7 on two separate days to get the level back up. Water level is currently about 27 feet.

The Coast Guard Hill antenna for telemetry was blown over. The antenna was secured better and should not recur.

Public works has new computers in the water treatment plant and the wastewater plant installed with a new battery backup.

Public works streets department have placed several street signs, stop signs, and speed signs. They have been clearing storm drains. A new storm drain cover has been placed at 9<sup>th</sup> and Washington. Right of way brush and tree limbs have been removed. Brush has been trimmed from the welcome to Port Orford sign at the south end of town. The tree limbs by the school's flashing speed limit sign in the northbound lane have been trimmed. Trees came down on Deady Street, Agate Beach, and Hubbard's Creek that had to be removed.

Public works parks department have put the large flush buttons in place at the Visitor's Center. The bathrooms have been locked at night. There have been four incidents where people are relieving themselves outside of the facility. Two companies have looked at the heating in the Community Building. The skate bowl has been cleaned. Buffington Park women's restroom faucet was broken and replaced. Public works followed up on the report of the Buffington gazebo being unstable. They found an unstable picnic table inside the gazebo. There are plans to change that out. There were limbs and brush removed from Buffington Park.

Commissioner Williams asks if potholes are cold-patched. Mr. Eckhoff reported it depends on the location of the pothole. Some are cold patched, and some are shale. Commissioner Williams reported a pothole about 24 x 24 on Vista that has been cold patched previously. Mr. Eckhoff stated public works addressed this hole yesterday. They cannot cold patch with water in the hole. It is an old chipsealed road, which in the inclement weather has to be repaired with rock. In the summer, it can be cut out square and cold patched.

Public works wastewater has started a check valve and flushing routine at the Idaho Lift Station to alleviate the grit buildup on the check valves. There are a few check valves that will be replaced. Sewer cleaning and camera filming is scheduled. The camera had to be repaired. It is now functioning. When the Flake Street lift station gets low, there is some I & I coming in on the lower level. They will research to see if that can be sealed.

Finance – Hearing none, David Johnson is excused.

Planning – Planning Commission met on Tuesday.

## **Liaison Reports**

Port – Councilor Cox reports the Port got their new interim manager.

Advertising/TLT – Councilor Burns attended the county TLT meeting. Only four board members attended. It was decided the money will only go to the unincorporated portions of the county. Councilor Burns will attempt to have them include the entire county with their advertising, since the city also pays taxes to the county. County Commissioner Boyce is present and states he is hoping for overlap. It was described to the voters it would be outside the incorporated areas; however, it is his understanding that everyone can compete for the funds regardless of location in the county. He is optimistic for a well-managed program.

As far as advertising, there is a trade show again this year. This year there will be 500 dollars submitted to the trade show. They will be handing out a new brochure that is currently being designed. There will be a banner at the booth. Dave Lacey will represent Port Orford and Gold Beach at the booth. There will be a half-page ad in the Mile-By-Mile Guide with a larger ad in the Oregon Coast Visitor Guide. The Enjoy Port Orford website will possibly be hosted by Michelle.

A handicap kayak launch at the lake is being researched. Councilor Cox reports the city owns the land and will have to maintain the kayak launch. He will discuss this with CA Richards.

TLT needs to meet with council on spending procedure and their relationship with City Council. Councilor Williams reports the ordinance states, before finalization, all invoices are to be brought to the city for approval, and they are not to spend over the allotted budget.

Fire Board – Councilor Williams was unable to attend the Fire Board meeting. He communicated with David Duncan who reported a standard meeting. Councilor Williams will discuss the options council went over at the Fire Board workshop with the Fire Board at the next meeting.

Parks – Councilor Williams was not able to attend. CA Richards addressed parks in her admin report. Brian Thompson is the new chairperson for the Parks Commission. Parks recommends appointment of Brandon Vernoy to the commission. Hours of the Visitor's Center will change to 11:00 a.m. to 3:00 p.m. The pickleball court needs proper lighting. Councilor Williams spoke prior with Parks about buying a new lawn mower versus using the money for pickleball court lights and using the John Deere commercial mower the city has. Parks has requested to council that Main Street is allowed to use the office space. The dog park is currently being mowed by the weed eater since the gates are not wide enough to get the mower through. Commissioner Thompson has contacted the company that installed the fence. They are willing to sell the parts to the city for 500 dollars to expand the gate. The city will have to do the installation.

Emergency Management – Councilor Campbell is not in attendance. CA Richards reports she met with Harry Bryant regarding the communications trailer. They have been asked by the

county to be present at emergency training CERT class in Gold Beach, February 21 through 23<sup>rd</sup>. Emergency Services Coordinator; Jeremy Dumire, is now overseen by the county commissioners. He will be re-working meetings hoping to have a representative from each city attending. He intends to invite the public.

Curry County – Commissioner Boyce met the new Port manager. He visited the new fitness center. He visited the new veteran’s dedication. He is watching progress on the new Community Center and hopes he can assist with it. He is familiar with the Rotary in Port Orford. He is proud of what citizens have accomplished in Port Orford.

7. **Old Business:** None.

8. **New Business:**

a. **Approve Parks Commission Appointment of Brandon Vernoy –**

Councilor Cox moved to appoint Brandon Vernoy to the Parks Commission with Councilor Burns as second. *Motion carried 5-0.*

Discussion: Councilor Williams would like to discuss the process to be on record. He requests that these people come to the council meetings. Councilor Burns agrees. Mayor Pogwizd discussed with Councilor Williams previously that the applicant meets with the Commission so commissioners can ask them questions and then if recommended to Council the applicant comes to the Council meeting to answer any questions. Applicants should be up to date on protected classes and behavior of such. CA Richards advised that Brandon Vernoy is an assistant coach who apologized that he could not get tonight off to attend this meeting. He did attend the Parks Commission meeting. He currently works for the Parks Chairman, Brian Thompson, who vouched for him. Council voted that spouses cannot be on the same committee or different committees in the city, but there is nothing in place for employees. They will have to recuse themselves if the city is seeking bids for work that involves them.

The process for applicants will be added to the workshop possibly on the first Thursday of next month.

*Councilor Garratt    Yes                      Councilor Burns    Yes                      Councilor LaRoche    Yes*  
*Councilor Williams    Yes                      Councilor Cox        Yes*

b. **Watershed Gorse Grant Approval –**

Councilor Burns moves to approve the Watershed Gorse Grant with Councilor Williams as second. *Motion carried 5-0.*

Discussion: None.

*Councilor Garratt    Yes                      Councilor Burns    Yes                      Councilor LaRoche    Yes*  
*Councilor Williams    Yes                      Councilor Cox        Yes*

**9. Continuing Action Items –**

Water, Sewer, Vac. Rentals, Board of Appeals, Planning procedures, ADU's, Council Rules, Rural Fire Department Contract, SDCs.

Board of Appeals could possibly be removed.

The goal setting rules were intended to get the councilors on the same track and minimize discussion at time of vote.

**10. Considerations**

**a. Citizens:**

Teresa Kolibaba – Questions vacation rentals. She heard that a city councilor and realtor went to the state legislature to lobby against a cap on number of vacation rentals. Councilor Garratt felt this is implied to him. He is unaware any information regarding this.

**b. Staff:** None.

**c. Councilors:** Councilor Garratt needs clarification on the time and date of the workshop. Mayor Pogwizd suggested Monday at 5:00, first Monday of the month. Council agreed by consensus.

**11. Future Meetings:**

Regular Council meeting Thursday, February 20, 2020 at 3:30 at City Hall Council Chambers.

Workshop Monday, February 3, 2020 at 5:00 at City Hall Council Chambers

Workshop February Thursday 20, 2020 at 2:00 prior to the council meeting.

**12. Adjourned**

There being no further business, Mayor Pogwizd adjourned the meeting at 4:29 p.m.

Attest:

\_\_\_\_\_  
Mayor Tim Pogwizd

\_\_\_\_\_  
City Recorder, Terrie Richards

## City of Port Orford

### City Council Goal Setting Minutes

#### In the Gable Chambers

**Thursday, February 03, 2020 at 5:00 P.M.**

Mayor and Council	Present	City Staff	Present
<i>Gary Burns</i>	X	<i>Terrie Richards, City Admin/Recorder</i>	X
<i>Tim Pogwizd, Mayor</i>	X		
<i>Pat Cox, President</i>	X		
<i>Jim Campbell</i>	X		
<i>James Garratt</i>	X		
<i>Carolyn LaRoche</i>	X		
<i>Travis Williams</i>	X		

Media Present: None

Others Present: 2

#### 1. Call to Order

Mayor Pogwizd called to order this workshop of the Common Council in the City of Port Orford Gable Chambers on Thursday, February 03, 2020 at 5:00 p.m.

#### 2. Goal Setting

**Water Shed:** Linda Tarr acknowledged that CA Richards stated it would be helpful if Watershed Council set priorities for those items they need to work on with Port Orford city council. Watershed Council met yesterday and came up with priorities:

- a. **Oregon Health Authority Grant:** Watershed Council applied for the grant and has been approved. The money has not yet come through. The money is for setting up a firebreak in part. Southcoast Watershed representative, Erin Minster, the technical expert that will manage the ground, walked through the area. There will be some follow up on work that was done six years ago. Ms. Minster wants to start the work in April.

Mayor Pogwizd advised Linda to meet with the Port Orford finance director, David Johnson, regarding this grant and future grants to let him know what is being applied for prior to filing.

- b. **Future Grant:** There is a grant coming up in April that would provide money to repair the valve on the reservoir. The valve is a flood control valve as well as used to release water from the bottom of the reservoir. The grant dovetails well with the Ecosystem services. Linda is asking for the city to assist with the information needed to apply for the grant.

Mayor Pogwizd advised Linda that David Johnson will have to be involved with that, so it is important to keep him apprised.



**Steven Lawton facilitated the goal setting meeting.**

Mr. Lawton offered services to work on the goal setting session. He worked for the State of Oregon on rural economic development for 40 years. He worked for strategic high-end setting for private sectors, public sectors, State of Oregon, and some counties.

Mr. Lawton presents his goal for the session. By 3:15 p.m. when the session is over, there will be a consensus about what the important goals for the city council to address will be for the next year, consensus being a general agreement, the judgment arrived at by most of those concerned. His next goal as facilitator is that everybody feels they have been heard and have an equal opportunity to add value to the discussion. The ideal goal is to get a general idea and sense of solidarity about what we are trying to do as a city council.

Identify Challenges as a city: Each councilor is asked to identify five challenges. After discussing these challenges, the three to five most important goal can be identified. The goals will be listed and reviewed as a group.

- Councilor Cox presents: Retiree replacement, water and sewer compliance, 10 MU zoning rules and union and fire contracts.
- Councilor LaRoche presents: Find methods to clean city up, find methods to bring in small businesses that will provide services for the citizens and provide employment.
- Councilor Williams presents: Lowering business licensing fees, cleaning right of ways, dredging impound and/or dredge conversation, move forward with ADU ordinances, water and sewer outsourcing and/or changes.
- Mayor Pogwizd presents: Water and sewer including dredge, valve R & R, identify leaky mains, continue meter replacement; Coast Guard pump sled; staff retiring; business license fees; ordinance violation fine/bails and ordinance review.
- Councilor Burns presents: Seasonal employees for the city, mains metered and meter from containment to plant and research pipelining liner option for leakage, address ADU and tiny houses and affordable housing, 10 MU zoning review, additional council workshops.
- Councilor Garratt presents: Funding for goals, ordinance enforcement, affordable housing; and more incentive protection for volunteers in an attempt for more volunteers.
- CA Richards presents: Water leaks and situations, clear and concise direction to the staff from council.

After discussion councilors agree by consensus to prioritize:

1. Affordable housing.
2. Water issues dredging/impound.
3. General Cleanup of the city and affordable housing.

Goal of water problems including dredging, impound and valve is in depth and complicated. Mr. Lawton suggested an action plan to address the water issues. Privatizing water and sewer

will need researched. Privatizing will be discussed at a meeting scheduled for the 24<sup>th</sup>. Water supply is a bigger problem for the city. Water demand efficiency depends on supply.

Councilors agree by consensus that retiree replacement is a priority goal. This involves newer employees getting certifications. Certifications can take two to three years for level 3. Student internships is suggested and discussed. Some internships are volunteer positions, and some are paid wages, half by the city and half by their program. CA Richards will research internship. Councilors agree they need to devise an HR plan.

Incentives and disincentives of affordable housing will need discussed. This includes ordinances, taxes, fees, SDCs, business promotion, etc. Mayor Pogwizd is optimistic that council can find solutions to ADUs and business license fees keeping in mind that vacation rentals are income generating businesses.

Quick-reach goals.

- Fire contract
- Lower business fees
- Right of way cleanup and beautification
- Seasonal employment
- Employee retirement for key employees
  - Finance Director
  - Billing/Planning Clerk
  - Public Works x 2

Long-term goals.

- Water issues.
- 10-MU zoning
- Employee retirement overall

### **3. Future Meetings:**

Workshops will be scheduled for the first week of each month to address the quick-reach goals from 5 to 7:00 pm to accommodate councilors employed. The first workshop will address the business license fees and right of way cleanup in order to prepare a motion for the next city council meeting.

### **4. Adjourned**

There being no further business, President Cox adjourned the workshop at 6:50 p.m.

Attest:

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Mayor Tim Pogwizd

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City Recorder, Terrie Richards

# City of Port Orford

## CITY COUNCIL ADMINISTRATION REPORT

SUBJECT: PARKS & OTHER

02-20-20

ITEM NO: 6

### PARKS

- ⊗ Someone is using the parks trashcans for their personal trash, some names were pulled and given to the police department.
- ⊗ The Visitor Center winter hours are 11:00 am to 3:00 PM
- ⊗ A request was made to re-install the outside shower at the Visitor Center; after some research and discussion it was determined the shower will not be installed.
- ⊗ New swings have been installed at Buffington Park
- ⊗ Picnic table at the Gazebo has been repaired – rotten parts replaced with new wood.
- ⊗ Repairs made to the 12<sup>th</sup> St. boat ramp.

### OTHER

- ◆ Meters replaced – 4, Service calls – 7, Locates – 8, Leaks – 1,
- ◆ City Hall now has a water meter – 500 gallons used in less than a week, office closed for part of the day for the installation. The crew is doing an aggressive meter replacement program starting with the highest reads.
- ◆ New raw water meter is reading 40 gallon difference
- ◆ **Dredge Quote: Billeter Marine \$3,989.00.** Asking Council to approve the agreement.
- ◆ Skimmer repair at the sewer plant.
- ◆ Hazard tree has to be removed from the nature area, leaning toward a house
- ◆ The first Monday Workshop for Goal Setting went well attached is the list of goals the council felt are important. List is attached here.
- ◆ Drilling a well at Hubbard Creek - Yes it is not only feasible, the City equipment yard on PO Loop Rd is considered a site that has a better than average probability for good water (quality and quantity).
- ◆ February 4 I attended Julie Schmelzer, Director of County Operations Strategic Plan Results meeting. Julie went through the results of the information received via the survey. The majority of the people who responded to the survey from North County came from the Floras Lake area.
- ◆ LPSCC (Local Public Safety Coordinating Council) – time to select new member and alternate. The voting members are Police Chief, City Admin and a city Councilor. They like to switch it up and have fresh faces and minds at these meetings. Application coming soon.
- ◆ Service of Life (2/11) for Jim Seeley who served as Executive Director and managed the formation and growth of WRCA (Wild Rivers Coast Alliance). WRCA has helped the City of Port Orford for many years through their grant process. Several projects may not have happened had it not been for the help of WRCA.
- ★ Unaccounted for Water for January 2020 = 58%

SUBMITTED BY: *Terrie Richards* Terrie Richards, City Administrator

- CHALLENGES
- EMPLOYEE RETIREMENT ✓ 1
  - H<sub>2</sub>O + SEWER COMPLIANCE VIII
  - 10 MU ZONING + HEIGHT
  - UNION + FIRE CONTRACTS
  - GENERAL CITY CLEAN-UP II
  - ATTRACT SMALL BUSINESS I
  - LOWER BUSINESS FEES ✓
  - RIGHT OF WAY CLEAN-UP I
  - DREDGE IMPOUND ✓ IIIII
  - ADV ORDINANCE ✓ I
  - H<sub>2</sub>O + SEWER OUTSOURCING
  - VALVE H<sub>2</sub>O R+R
  - LEAKING H<sub>2</sub>O MAINS/METERS II
  - ORDINANCE VIOLATION FINES
  - HIRE SUMMER SEASONAL WORKERS
  - MAIN/METER RESERVOIR → PUMP
  - H<sub>2</sub>O PIPELINE LINER
  - AFFORDABLE HOUSING ✓ II
- COUNCIL WORKSHOPS
  - FUNDING I
  - ORDINANCE ENFORCEMENT
  - VOLUNTEERISM
  - DIRECT COUNCIL COMMUNICATION TO STAFF
  - VACATION RENTALS

FIRST MONDAY EVENING WORKSHOP  
 SUBJECT: GOAL SETTING

FINANCIAL REPORT  
February 4, 2020

For the month of January, the total revenue and expenditures for all funds was \$138,814.01 and \$159,979.59 respectively. Following is a more detailed narrative of the activity per fund.

General Fund:

The General fund received \$21,353.30 in revenue of which \$5,301.32 was from property tax receipts, \$11,710.03 from citations, \$144.80 from the State Cigarette Tax, \$2,016.81 in State Liquor Tax, \$923.18 in interest, \$30.19 franchise payment from Vonage, \$433.30 in Business License, \$91.00 in Planning fees, \$75.00 for a release of an impounded vehicle, \$160.00 for lien search fees, and \$467.67 in court administrative fees. For the month of January, the General Fund disbursed \$31,556.02 of which \$13,940.20 was for wages, \$2,416.80 in citation reimbursements and assessments, \$242.26 for custodial services, \$1,200.00 for legal services, \$1,314.84 for office supplies, \$300.00 for the municipal judge, \$333.10 in bank fees, \$1,977.78 for planning services, \$6,693.84 payment to Curry County Sheriff for dispatch service, \$142.42 payment for the copier lease, \$310.99 in small tools, \$169.50 for postage, \$1,594.11 for electricity, \$309.57 for telephone service, \$125.58 for mileage reimbursement for travel, \$173.25 for transcription services, \$157.00 for a refund of an overpayment, \$54.80 for custodial supplies, and \$99.98 for internet service.

Parks:

Parks received \$14,993.87 in revenue which consists of \$14,840.19 in TLT receipts, and \$153.68 in interest. For the month of January, \$7,002.78 was disbursed for Parks of which \$2,353.87 was for payroll, \$218.28 for fuel, \$507.26 for electricity, \$77.25 for transcription services, \$27.74 for telephone service, \$191.84 for maintenance at Battle Rock Park, \$27.41 for maintenance at the Community Building, \$830.90 for maintenance at the Visitor Center, \$315.48 for maintenance at Buffington Park, \$82.22 for maintenance at the American Legion Hall, \$96.57 for maintenance at the 12<sup>th</sup> Street Boat Ramp, \$950.00 for vehicle maintenance, \$16.22 for a refund of an overpayment, and \$1,307.74 for custodial services.

Public Safety:

\$39,563.51 was disbursed for the Police Department of which \$34,539.94 was for payroll, \$105.37 for office supplies, \$928.79 for fuel, \$3,150.00 for the Justice System, \$93.00 for uniforms, \$15.82 for vehicle maintenance, \$50.00 for Kings Online, \$15.19 for postage, \$150.00 for renewal of membership to the OACP, \$60.32 for minor tools, and \$455.08 for telephone service. Public Safety received \$4,573.18 in revenue of which \$4,227.57 was from property tax receipts, \$5.00 for burn permits, \$15.00 for insurance reports, and \$325.61 in interest.

Water Enterprise:

The Water Department received \$40,645.00 in revenue of which \$34,938.46 was from the December utility billing of which \$3,064.52 is designated to be set aside for Water Capital Reserves, \$5,511.04 reimbursement from the State Injured Worker Fund for early return to work of one of our employees, and \$195.50 in interest. The Water Enterprise Fund paid out \$49,510.45 of which \$25,719.55 was for payroll, \$46.99 for office supplies, \$232.02 for postage, \$455.60 for telephone services, \$312.07 for fuel, \$69.99 for internet service, \$2,944.40 for electricity, \$500.00 for contract services, \$164.29 for disposable gloves \$7.38 for pump station repairs, \$54.12 for maintenance of the treatment plant, \$137.12 for repairs of water lines, \$79.85 for small tools, \$17,842.50 for engineering work on the PLC and contact tank, \$522.07 for meter repairs, \$67.50 for vehicle maintenance, and \$355.00 in testing fees.

Water Capital Reserves:

The Water Capital Reserve Fund received \$315.30 in interest. The Water Capital Reserve Fund balance is now \$169,325.41.

Sewer Enterprise:

The Sewer Enterprise Fund received \$47,853.82 in cash receipts which consists of \$624.51 in interest, \$200.00 for water testing, and \$47,029.31 was from the December utility billing of which \$2,669.55 is designated to be set aside for Sewer Capital Reserve. The Sewer Enterprise fund outflow for January was \$27,509.44 of which \$21,198.04 was for payroll, \$2,460.94 for electricity, \$77.17 for disposable gloves, \$220.79 for telephone service, \$276.83 for fuel, \$69.99 for internet service, \$1,498.37 for vehicle maintenance, \$1,475.29 for lab equipment, and \$232.02 for postage.

Sewer Capital Reserves:

The Sewer Capital Reserves received \$309.26 in interest. The Sewer Capital Reserve Fund balance is now \$166,079.88.

Street Fund:

For January the Street Fund received \$7,298.17 of which \$7,179.97 was from the State Highway tax, and \$118.20 in interest. \$4,837.39 was disbursed for Streets, of which \$4,162.55 was for wages, \$99.00 for the port-a-pott, \$29.98 for small tools, \$262.00 for fuel, \$102.46 for electricity, and \$181.40 for street maintenance.

Streets Capital Improvement Fund

The Streets Capital Improvement Fund received \$136.68 in interest and the new balance is now \$73,402.08.

Equipment Replacement Fund:

The Equipment Replacement Fund received \$115.48 in interest. The balance of the Equipment Replacement Fund is \$63,680.00.

Water and Sewer SDC:

The Water SDC Fund received \$723.99 in interest and the Sewer SDC Fund received \$495.96 in interest and for the month of January. The balances of the SDC funds are as follows:

Water SDC	\$388,804.05
Sewer SDC Reimbursement	\$241,341.46
Sewer SDC Improvement	\$ 24,769.76

David Johnson



# Bank Transaction Report

City of Port Orford

## Transaction Detail

Issued Date Range: 01/01/2020 - 01/31/2020

Issued	Number	Description	Amount
<b>Bank Draft</b>			
01/03/2020	<u>DFT0005506</u>	AsiFlex	41.66
01/03/2020	<u>DFT0005507</u>	VOYA - Oregon Savings Growth Plan	267.50
01/03/2020	<u>DFT0005508</u>	PERS	847.30
01/03/2020	<u>DFT0005509</u>	PERS	836.27
01/03/2020	<u>DFT0005510</u>	PERS	1,730.47
01/03/2020	<u>DFT0005511</u>	PERS	1,317.72
01/03/2020	<u>DFT0005512</u>	PERS	407.41
01/03/2020	<u>DFT0005513</u>	PERS	2,685.12
01/03/2020	<u>DFT0005514</u>	Oregon Dept of Revenue	29.95
01/03/2020	<u>DFT0005515</u>	Oregon Dept of Revenue	22.76
01/03/2020	<u>DFT0005516</u>	Rogue Credit Union	876.60
01/03/2020	<u>DFT0005517</u>	Oregon Dept of Revenue	2,053.65
01/03/2020	<u>DFT0005518</u>	Rogue Credit Union	2,778.06
01/03/2020	<u>DFT0005519</u>	Rogue Credit Union	3,748.38
01/10/2020	<u>DFT0005537</u>	January AsiFlex Admin Fee	3.75
01/16/2020	<u>DFT0005536</u>	U.S. Bank Equipment Finance	142.42
01/17/2020	<u>DFT0005521</u>	AsiFlex	41.66
01/17/2020	<u>DFT0005522</u>	VOYA - Oregon Savings Growth Plan	267.50
01/17/2020	<u>DFT0005523</u>	VOYA - Oregon Savings Growth Plan	105.34
01/17/2020	<u>DFT0005524</u>	PERS	771.83
01/17/2020	<u>DFT0005525</u>	PERS	808.76
01/17/2020	<u>DFT0005526</u>	PERS	1,561.05
01/17/2020	<u>DFT0005527</u>	PERS	1,234.27
01/17/2020	<u>DFT0005528</u>	PERS	248.82
01/17/2020	<u>DFT0005529</u>	PERS	2,422.18
01/17/2020	<u>DFT0005530</u>	Oregon Dept of Revenue	26.30
01/17/2020	<u>DFT0005531</u>	Oregon Dept of Revenue	22.52
01/17/2020	<u>DFT0005532</u>	Rogue Credit Union	770.38
01/17/2020	<u>DFT0005533</u>	Oregon Dept of Revenue	1,787.68
01/17/2020	<u>DFT0005534</u>	Rogue Credit Union	2,296.31
01/17/2020	<u>DFT0005535</u>	Rogue Credit Union	3,294.12
<b>Total Bank Drafts</b>			<b>33,447.74</b>
<b>Check</b>			
01/02/2020	<u>14725</u>	Law Offices of Frederick J Carleton	1,200.00
01/03/2020	<u>14751</u>	CIS-Health Insurance	13,404.81
01/03/2020	<u>14752</u>	Void Check	0.00
01/03/2020	<u>14753</u>	Void Check	0.00
01/03/2020	<u>14754</u>	Void Check	0.00
01/03/2020	<u>14755</u>	Teamsters Local U. #206	268.00
01/08/2020	<u>14756</u>	Allstream	130.28
01/08/2020	<u>14757</u>	Amazon Capital Services, Inc.	75.98
01/08/2020	<u>14758</u>	AT&T Mobility	294.17

<b>Issued</b>	<b>Number</b>	<b>Description</b>	<b>Amount</b>
01/08/2020	<u>14759</u>	Bay Area Copier Company	92.93
01/08/2020	<u>14760</u>	Budge-Mchugh Supply Company	157.90
01/08/2020	<u>14761</u>	Carson Oil Company	354.23
01/08/2020	<u>14762</u>	CASH IN OFFICE	213.73
01/08/2020	<u>14763</u>	Charter Communications	284.20
01/08/2020	<u>14764</u>	Coastal Paper & Supply, Inc.	548.11
01/08/2020	<u>14765</u>	Coos-Curry Supply, Inc.	59.51
01/08/2020	<u>14766</u>	Curry County Sheriff	6,693.84
01/08/2020	<u>14767</u>	Enviro-Clean Equipment, Inc.	1,487.03
01/08/2020	<u>14768</u>	Frontier	96.79
01/08/2020	<u>14769</u>	Golders NAPA Auto Parts	24.78
01/08/2020	<u>14770</u>	Nurnberg Scientific	231.47
01/08/2020	<u>14771</u>	Office Depot, Inc.	124.36
01/08/2020	<u>14772</u>	One Call Concepts, Inc.	6.00
01/08/2020	<u>14773</u>	Roto Rooter, A Waste Connection Co.	99.00
01/08/2020	<u>14774</u>	Shoji Planning, LLC	1,977.78
01/08/2020	<u>14775</u>	TransUnion Risk and Alternative Data Solutions, Inc.	50.00
01/08/2020	<u>14776</u>	Vend West Services	34.75
01/15/2020	<u>14777</u>	AccuScript Transcription and Typing Services	250.50
01/15/2020	<u>14778</u>	Amazon Capital Services, Inc.	354.87
01/15/2020	<u>14779</u>	Charter Communications	99.98
01/15/2020	<u>14780</u>	Coos-Curry Electric Co-op	955.24
01/15/2020	<u>14781</u>	Void Check	0.00
01/15/2020	<u>14782</u>	Curry County Sheriff	3,150.00
01/15/2020	<u>14783</u>	ODOT Fuel Sales	1,643.74
01/15/2020	<u>14784</u>	Office Depot, Inc.	302.21
01/15/2020	<u>14785</u>	PlaysetParts.com	186.98
01/15/2020	<u>14786</u>	U.S. Bank Equipment Finance	142.42
01/15/2020	<u>14787</u>	United States Postal Service	235.00
01/17/2020	<u>14788</u>	CIS-Health Insurance	12,460.36
01/17/2020	<u>14789</u>	Void Check	0.00
01/17/2020	<u>14790</u>	Void Check	0.00
01/17/2020	<u>14791</u>	Void Check	0.00
01/17/2020	<u>14792</u>	Teamsters Local U. #206	243.50
01/22/2020	<u>14793</u>	911 Supply LLC	93.00
01/22/2020	<u>14794</u>	Amazon Capital Services, Inc.	389.56
01/22/2020	<u>14795</u>	Budge-Mchugh Supply Company	480.32
01/22/2020	<u>14796</u>	Curry County Treasurer	516.80
01/22/2020	<u>14797</u>	Frontier Comm of Northwest (OR)	36.00
01/22/2020	<u>14798</u>	Jeanette Piersall	157.00
01/22/2020	<u>14799</u>	McCowan Clinical Laboratory, Inc.	280.00
01/22/2020	<u>14800</u>	Office Depot, Inc.	429.39
01/22/2020	<u>14801</u>	Oregon Dept of Revenue CFA	1,900.00
01/22/2020	<u>14802</u>	Pacific Rim Associates, LLC	950.00
01/22/2020	<u>14803</u>	Princelnk, LLC	88.00
01/22/2020	<u>14804</u>	Richards, Terrie	125.58
01/22/2020	<u>14805</u>	TAG/ The Automation Group, Inc.	16,237.50
01/22/2020	<u>14806</u>	The Dyer Partnership Engineers & Planners, Inc.	1,605.00
01/22/2020	<u>14807</u>	Wilson-Dunn Glass Inc.	761.23

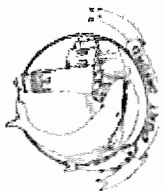


<b>Issued</b>	<b>Number</b>	<b>Description</b>	<b>Amount</b>
01/31/2020	<u>14808</u>	Law Offices of Frederick J Carleton	1,200.00
01/31/2020	<u>14809</u>	KIRA RUBENTHALER	52.12
01/31/2020	<u>14810</u>	QUILTER'S CORNER	92.44
01/31/2020	<u>14811</u>	Barabra Tyler	16.22
01/31/2020	<u>14812</u>	Coastal Paper & Supply, Inc.	69.67
01/31/2020	<u>14813</u>	Coos-Curry Electric Co-op	6,653.93
01/31/2020	<u>14814</u>	Void Check	0.00
01/31/2020	<u>14815</u>	Frontier	35.97
01/31/2020	<u>14816</u>	Gold Beach Lumber	273.09
01/31/2020	<u>14817</u>	Void Check	0.00
01/31/2020	<u>14818</u>	Kar Kare Auto Parts	94.66
01/31/2020	<u>14819</u>	McCowan Clinical Laboratory, Inc.	75.00
01/31/2020	<u>14820</u>	Oregon Association Chiefs of Police	150.00
01/31/2020	<u>14821</u>	Rogue Credit Union-Visa	753.70
01/31/2020	<u>14822</u>	Teledyne Isco, Inc.	1,475.29
01/31/2020	<u>14823</u>	U. S. Cellular	177.65

<b>Total Checks</b>	<b>83,103.57</b>
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<b>EFT</b>	<b>Number</b>	<b>Description</b>	<b>Amount</b>
01/03/2020	<u>13</u>	Gary Milliman	300.00
01/03/2020	<u>14</u>	Gregory T. Ryder	1,550.00
01/03/2020	<u>15</u>	Terrusa, David R	500.00
01/03/2020	<u>DFT0005505</u>	Payroll EFT	22,468.99
01/17/2020	<u>DFT0005520</u>	Payroll EFT	19,763.17
01/31/2020	<u>16</u>	Gary Milliman	300.00
01/31/2020	<u>17</u>	Gregory T. Ryder	1,550.00
01/31/2020	<u>18</u>	Terrusa, David R	500.00

<b>Total EFT</b>	<b>46,932.16</b>
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City of Port Orford

# Detail Report Account Detail

Date Range: 07/01/2019 - 01/31/2020

Account	Post Date	Packet Number	Source Transaction	Description	Vendor	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 030 - WATER ENTERPRISE FUND				Designated for Reserves		0.00	-23,496.50	207.70	23,704.20	-23,496.50
030-00-44109	07/01/2019	UBPKT01122	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01122						
	07/03/2019	UBPKT01123	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01123				1.54	6.73	-6.73
	07/11/2019	UBPKT01126	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				1.12	2,472.75	-2,479.48
	07/11/2019	UBPKT01127	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01						-2,477.94
	07/19/2019	UBPKT01128	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01128					1.55	-2,476.82
	07/22/2019	UBPKT01129	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01129					5.52	-2,478.37
	07/30/2019	UBPKT01132	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				2.13		-2,481.76
	07/31/2019	UBPKT01133	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01133					6.47	-2,488.23
	08/01/2019	UBPKT01135	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01135					4,382.91	-6,871.14
	08/05/2019	UBPKT01140	Utility Adj. Bill Other	Utility Adj. Bill Other Packet UBPKT01140				10.00		-6,861.14
	08/05/2019	UBPKT01142	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				46.56		-6,814.58
	08/05/2019	UBPKT01143	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				2.70		-6,811.88
	08/07/2019	UBPKT01145	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				2.21		-6,809.67
	08/09/2019	UBPKT01147	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01147					0.48	-6,810.15
	08/14/2019	UBPKT01148	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				4.58		-6,805.57
	08/14/2019	UBPKT01149	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				5.03		-6,800.54
	08/15/2019	UBPKT01150	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				13.40		-6,787.14
	08/15/2019	UBPKT01152	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				4.82		-6,782.32
	08/21/2019	UBPKT01153	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				12.51		-6,769.81
	08/21/2019	UBPKT01154	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				13.28		-6,756.53
	08/23/2019	UBPKT01156	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01					5.13	-6,756.00
	08/28/2019	UBPKT01159	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01159						-6,761.13
	08/29/2019	UBPKT01161	Utility Adj. Bill Other	Utility Adj. Bill Other Packet UBPKT01161				0.49		-6,760.64
	08/29/2019	UBPKT01162	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				1.40		-6,759.24
	08/30/2019	UBPKT01163	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				1.69		-6,757.55
	09/03/2019	UBPKT01164	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01164					3,865.87	-10,623.42
	09/04/2019	UBPKT01168	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01						-10,612.34
	09/05/2019	UBPKT01171	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01171				11.08	0.77	-10,613.11
	09/06/2019	UBPKT01172	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				2.00		-10,611.11
	09/06/2019	UBPKT01173	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				5.89		-10,605.22
	09/10/2019	UBPKT01175	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				3.21		-10,602.01
	09/18/2019	UBPKT01177	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				0.60		-10,601.41
	09/19/2019	UBPKT01178	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01178					9.39	-10,610.80

**Detail Report**

Date Range: 07/01/2019 - 01/31/2020

Account	Post Date	Packet Number	Name	Source Transaction	Description	Vendor	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance	
030-00-44109			Designated for Reserves - Continued									
	09/27/2019	UBPKT01183	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01183				207.70	23,704.20	-23,496.50	
	09/27/2019	UBPKT01185	Utility Adj. Bill Other	Utility Adj. Bill Other	Utility Adj. Bill Other Packet UBPKT01185				9.00	5.90	-10,616.70	
	10/01/2019	UBPKT01188	Utility Regular Bill Pa	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01188					3,506.63	-10,607.70	
	10/07/2019	UBPKT01191	Miscellaneous Adjust	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				4.66		-14,114.33	
	10/11/2019	UBPKT01193	Miscellaneous Adjust	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				24.16		-14,109.67	
	10/29/2019	UBPKT01215	Miscellaneous Adjust	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				2.45		-14,085.51	
	10/31/2019	UBPKT01216	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01216					24.29	-14,083.06	
	11/01/2019	UBPKT01218	Utility Regular Bill Pa	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01218					3,453.71	-14,107.35	
	11/05/2019	UBPKT01222	Utility Single Bill Pack	Utility Single Bill Pack	Utility Single Bill Packet UBPKT01222				2.40	0.39	-17,561.06	
	11/15/2019	UBPKT01227	Miscellaneous Adjust	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01				11.85		-17,561.45	
	11/21/2019	UBPKT01228	Miscellaneous Adjust	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01					14.44	-17,559.05	
	11/27/2019	UBPKT01233	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01233					3.10	-17,547.20	
	12/02/2019	UBPKT01235	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01235					1.66	-17,561.64	
	12/02/2019	UBPKT01239	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01239					2,859.54	-17,564.74	
	12/02/2019	UBPKT01237	Utility Regular Bill Pa	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01237				3.80	1.60	-17,566.40	
	12/04/2019	UBPKT01242	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01242					20,425.94	-20,427.54	
	12/13/2019	UBPKT01244	Miscellaneous Adjust	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01					9.39	-20,423.74	
	12/26/2019	UBPKT01246	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01246					20,433.13	-20,430.52	
	12/27/2019	UBPKT01250	Utility Adj. Bill Other	Utility Adj. Bill Other	Utility Adj. Bill Other Packet UBPKT01250				2.61	1.46	-20,431.98	
	12/31/2019	UBPKT01253	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01253					3,055.36	-23,487.34	
	01/02/2020	UBPKT01255	Utility Regular Bill Pa	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01255					0.58	-23,487.92	
	01/02/2020	UBPKT01258	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01258					8.58	-23,496.50	
	01/31/2020	UBPKT01262	Utility Disconnect Bill	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01262							
							0.00	-23,496.50	207.70	23,704.20	-23,496.50	
							<b>Total Fund: 030 - WATER ENTERPRISE FUND:</b>					

Account 035-00-44115 **Beginning Balance** 0.00 **Total Activity** -19,833.00 **Total Debits** 284.62 **Total Credits** 20,117.62 **Ending Balance** -19,833.00

**Designated for Reserves**

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
07/01/2019	UBPKT01122	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01122				7.57	-7.57
07/03/2019	UBPKT01123	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01123					-2,591.14
07/11/2019	UBPKT01126	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			4.01		-2,587.13
07/11/2019	UBPKT01127	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			3.15		-2,583.98
07/19/2019	UBPKT01128	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01128				1.30	-2,585.28
07/22/2019	UBPKT01129	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01129				4.89	-2,590.17
07/30/2019	UBPKT01132	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			5.75		-2,584.42
07/31/2019	UBPKT01133	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01133				7.06	-2,591.48
08/01/2019	UBPKT01135	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01135				3,386.25	-5,977.73
08/05/2019	UBPKT01140	Utility Adj. Bill Other	Utility Adj. Bill Other Packet UBPKT01140			5.00		-5,972.73
08/05/2019	UBPKT01142	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			58.50		-5,914.23
08/05/2019	UBPKT01143	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			4.02		-5,910.21
08/07/2019	UBPKT01145	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			3.52		-5,906.69
08/09/2019	UBPKT01147	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01147				0.58	-5,907.27
08/14/2019	UBPKT01148	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			5.72		-5,901.55
08/14/2019	UBPKT01149	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			5.66		-5,895.89
08/15/2019	UBPKT01150	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			7.60		-5,888.29
08/15/2019	UBPKT01151	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			5.29		-5,883.00
08/15/2019	UBPKT01152	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			2.18		-5,880.82
08/21/2019	UBPKT01153	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			12.88		-5,867.94
08/21/2019	UBPKT01154	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			34.88		-5,833.06
08/23/2019	UBPKT01156	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			2.65		-5,830.41
08/28/2019	UBPKT01159	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01159				5.29	-5,835.70
08/29/2019	UBPKT01162	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			4.96		-5,830.74
08/30/2019	UBPKT01163	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			4.32		-5,826.42
09/03/2019	UBPKT01164	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01164					-8,919.83
09/03/2019	UBPKT01167	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			7.11		-8,926.94
09/04/2019	UBPKT01168	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			14.18		-8,905.65
09/05/2019	UBPKT01171	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01171				0.86	-8,906.51
09/06/2019	UBPKT01173	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			8.97		-8,897.54
09/10/2019	UBPKT01175	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			4.24		-8,893.30
09/11/2019	UBPKT01176	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			2.72		-8,890.58
09/18/2019	UBPKT01177	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			2.61		-8,887.97
09/19/2019	UBPKT01178	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01178				9.80	-8,897.77
09/27/2019	UBPKT01183	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01183				5.97	-8,903.74
09/27/2019	UBPKT01185	Utility Adj. Bill Other	Utility Adj. Bill Other Packet UBPKT01185			4.50		-8,899.24
10/01/2019	UBPKT01188	Utility Regular Bill Pa	Utility Regular Bill Packet UBPKT01188					-11,802.46
10/07/2019	UBPKT01191	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			1.65		-11,800.81
10/11/2019	UBPKT01193	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			62.73		-11,738.08
10/29/2019	UBPKT01215	Miscellaneous Adjust	Miscellaneous Adjustment Packet UBPKT01			1.36		-11,736.72
10/31/2019	UBPKT01216	Utility Disconnect Bill	Utility Disconnect Bill Packet UBPKT01216				20.45	-11,757.17

Detail Report

Date Range: 07/01/2019 - 01/31/2020

Account	Post Date	Packet Number	Name	Source Transaction	Description	Vendor	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance	
035-00-44115			Designated for Reserves - Continued									
	11/01/2019	UBPKT01218	Utility Regular Bill Pa	Utility Regular Bill Packet	UBPKT01218		0.00	-19,833.00	284.62	20,117.62	-19,833.00	
	11/05/2019	UBPKT01222	Utility Single Bill Pack	Utility Single Bill Packet	UBPKT01222							
	11/15/2019	UBPKT01227	Miscellaneous Adjust	Miscellaneous Adjustment Packet	UBPKT01				0.93	0.33	-14,620.88	
	11/27/2019	UBPKT01233	Utility Disconnect Bill	Utility Disconnect Bill Packet	UBPKT01233					12.15	-14,619.95	
	12/02/2019	UBPKT01235	Utility Disconnect Bill	Utility Disconnect Bill Packet	UBPKT01235					2.72	-14,632.10	
	12/02/2019	UBPKT01237	Utility Regular Bill Pa	Utility Regular Bill Packet	UBPKT01237					2,520.54	-14,634.82	
	12/04/2019	UBPKT01242	Utility Disconnect Bill	Utility Disconnect Bill Packet	UBPKT01242					2.07	-17,155.36	
	12/13/2019	UBPKT01244	Miscellaneous Adjust	Miscellaneous Adjustment Packet	UBPKT01				3.53		-17,157.43	
	12/26/2019	UBPKT01246	Utility Disconnect Bill	Utility Disconnect Bill Packet	UBPKT01246					8.32	-17,153.90	
	12/31/2019	UBPKT01253	Utility Disconnect Bill	Utility Disconnect Bill Packet	UBPKT01253					1.23	-17,162.22	
	01/02/2020	UBPKT01255	Utility Regular Bill Pa	Utility Regular Bill Packet	UBPKT01255					2,660.51	-17,163.45	
	01/02/2020	UBPKT01258	Utility Disconnect Bill	Utility Disconnect Bill Packet	UBPKT01258					1.04	-19,823.96	
	01/31/2020	UBPKT01262	Utility Disconnect Bill	Utility Disconnect Bill Packet	UBPKT01262					8.00	-19,825.00	
							0.00	-19,833.00	284.62	20,117.62	-19,833.00	

Total Fund: 035 - SEWER ENTERPRISE FUND:

Grand Totals: 0.00 -43,329.50 492.32 43,821.82 -43,329.50

# CITY OF PORT ORFORD

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David Johnson, Finance Director  
555 West 20<sup>th</sup> Street  
Post Office Box 310  
Port Orford, Oregon 97465  
541-366-4564(v) 541-332-3830(f)  
[djohnson@portorford.org](mailto:djohnson@portorford.org)

February 20, 2020

Office of the Secretary of State  
Audits Division  
255 Capitol St. NE, Suite #500  
Salem, OR 97310

## **Plan of Action for the City of Port Orford**

The City of Port Orford respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2019. The audit was completed by the independent auditing firm KDP Certified Public Accountants, LLP in Medford, Oregon.

The deficiency is discussed below along with the Action Plan.

### **1. Budget Violations:**

The City did not follow Oregon Budget Law and exceeded its appropriation authority in the Sewer System Development Fund.

**Corrective Action:** Management will monitor budget-to-actual reporting in monthly board meetings. The City will adopt budget resolutions to make transfers, increase appropriations, or adopt any supplemental budgets necessary to ensure compliance with local budget law requirements.

If there are questions regarding this plan, please call David Johnson at 541-366-4564.

Sincerely yours,

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David Johnson  
Finance Director, City of Port Orford

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Tim Pogwizd  
Mayor, City of Port Orford

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MEMORANDUM TO COUNCIL

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**TO:** MAYOR AND CITY COUNCIL MEMBERS

**FROM:** DAVID JOHNSON, FINANCE DIRECTOR

**SUBJECT:** BUSINESS LICENCE RATES

**DATE:** FEBRUARY 20, 2020

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**BACKGROUND:** March of 2013 the Common Council of Port Orford increased the business license rates to help mitigate some serious shortfalls to the City's budget. At the same time the employees agreed to one furlough (time off without pay) day per month to help the City balance the budget. The rates that the Council agreed to were: New or less than \$400/yr. = \$15; \$400 to \$10,000 = \$48; \$10,001 to \$100,000 = \$96.00 and over \$100,000 = \$192. In March of 2015 the Council reviewed the business license rates and after some discussion the current rate schedule was established with the addition of the \$500 rate and a reduction to all other tiers. The current rates are: New or less than \$400/yr. = \$15; \$400 to \$10,000 = \$30; \$10,001 to \$100,000 = \$76.00 and \$100,001 to \$500,000 = \$172 and more than \$500,000 = \$500.

**PROPOSAL:** Now that the City's budget is healthier, the business license rates can be lowered. It is proposed that the \$500 tier be eliminated so that there are only three tiers. The first tier of New to less than \$400/yr. = \$25. The \$25 rate is justifiable since that amount will just cover the cost issuing the license. The next tier \$400 to \$100,000 = \$75.00 and the last tier of more than \$100,000 = \$172. This reduction to business licenses will result in a \$1,778 loss in revenue for the City.

**METHODOLOGY:** I have attached an analysis of business licenses that shows the number of licensees paid for this year in their appropriate tier. Using those numbers, I formulated the effect of the proposed rates.

As I mentioned before the first tier for a new business or one with less than \$400 in gross receipts was formulated to recoup the cost of issuing the business license. The second tier \$400 - \$100,000 in gross receipts would represent a hobbyist or small business and operate on a very small profit margin. The third tier is for those businesses with over \$100,000 of gross receipts and operate on a larger profit margin.

Additionally, while surveying those cities with business license fees it was noted that about 30% of them charged a flat rate. I have included an analysis of a flat fee rate using the same rate as our closet neighboring city Gold Beach. The flat rate schedule would still have a \$25 fee for new businesses and then all others would be \$88 regardless of their profit margin. This fee schedule would have a negative effect of \$3,774 on our budget. If this is the direction the Council wishes to go, I recommend that a new revenue stream be picked up to replace it. One that comes to mind is instituting a marijuana sales tax.

**RECOMMENDATION:** I recommend approving the proposed business license rate even though there is a negative effect of \$1,778. Additionally, I suggest that the Council explore the possibility of instituting a marijuana sales tax and then if the Council wishes to revisit the business license fees for a flat rate.

# City of Port Orford

## Business License Analysis

For FY - 20

### Current Fee Schedule

Resolution 2015 - 10 Adopted April 16, 2015

Current Fee Schedule	Current License Fee	FY - 19 Number of Licensees Paid	Revenue Generated
New & Less Than \$400	\$15.00	23	\$345.00
\$400 - \$10,000	\$30.00	29	\$870.00
\$10,001 - \$100,000	\$76.00	33	\$2,508.00
\$100,001 - \$500,000	\$172.00	23	\$3,956.00
More Than \$500,000	\$500.00	10	\$5,000.00
		118	\$12,679.00

### Proposed Fee Schedule

Resolution 2020-06

Schedule	License Amount	FY - 19 Number of Licensees Paid	Revenue Generated
New & Less Than \$400	\$ 25.00	23	\$575.00
\$400 - \$100,000	\$ 75.00	62	\$4,650.00
More Than \$100,000	\$ 172.00	33	\$5,676.00
		118	\$10,901.00

Difference between Current Fee Schedule (\$1,778.00)

### Flat Fee Schedule

New & Less Than \$400	\$25.00	23	\$575.00
Flat Amount	\$88.00	95	\$8,360.00
		118	\$8,935.00

Difference between Current Fee Schedule (\$3,744.00)



**RESOLUTION 2020-06**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF PORT ORFORD, ADJUSTING BUSINESS LICENSE FEES**

Whereas, the *City of Port Orford* has adopted a business license fee structure, and

Whereas, the adopted fee structure has been modified by Common Council of the City of Port Orford, and

Whereas, the business license fees are utilized to help fund City Services;

**NOW, THEREFORE,**

**BE IT RESOLVED** by the Common Council of the *City of Port Orford* to hereby modify business license fees as follows: A new business, or one generating \$10,000 in gross revenue within the City shall be \$25 per year; the fee for a business generating more than \$10,000 per year the fee shall be \$100 per year. Business licenses shall be on an annual basis, renewing in July of each year. Any such license not renewed before August first shall be delinquent. Delinquent licenses shall pay a penalty of 20% of the license fee per month or fraction of a month that they are delinquent.

Approved by the *Common Council of the City of Port Orford* and effective this 20th day of February 2020.

Signed this \_\_\_\_ day of February 2020.

By: \_\_\_\_\_  
Tim Pogwizd, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Terrie Richards, City Recorder

~ *City of Port Orford* ~  
**PO Box 310**  
**Port Orford, OR 97465**  
**Business License Application**

**Business Name:** \_\_\_\_\_

**Owners Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**Business Location:** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_

*Please circle one of the following:*

**Annual Business License Fee: New or Gross Sales of \$10,000**                      **\$ 25.00**

**Annual Business License Fee: Gross Sales more than \$10,000**                      **\$ 100.00**

**By endorsement of this application I agree that I hold all licenses, bonds, insurance and/or verification to operate above stated business. I am aware and in compliance of applicable ordinances for conducting business in the *City of Port Orford*. I agree to inspection, when necessary, by the *City of Port Orford Public Works Department* for determination of grease/oil interceptors, and/or back flow devices for cross connection control. I agree that I am subject to all fines and penalties for failure to comply with all City, State, and Government business regulations which pertain to the operation of stated business.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**PUBLIC WORKS DEPARTMENT INSPECTION**

**A. Grease and Oil Interceptors: Approved: \_\_\_\_\_ NOT Approved: \_\_\_\_\_ NOT Applicable: \_\_\_\_\_**

**COMMENTS** \_\_\_\_\_

**B. Cross Connection Control: Approved: \_\_\_\_\_ NOT Approved: \_\_\_\_\_ NOT Applicable: \_\_\_\_\_**

**COMMENTS:** \_\_\_\_\_

**Date Inspected:** \_\_\_\_\_ **Inspector:** \_\_\_\_\_

~ City of Port Orford ~  
**Solicitor/Peddler License Application**

Application Date \_\_\_\_\_

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Business Location: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Type of merchandise/wares to be sold: \_\_\_\_\_

Name of Solicitor/Peddler: \_\_\_\_\_

Current Address: \_\_\_\_\_ Previous Address: \_\_\_\_\_

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair: \_\_\_\_\_ Eyes: \_\_\_\_\_

Drivers License Number & Issuing State \_\_\_\_\_ Vehicle License Number \_\_\_\_\_

Time Period for Solicitation: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Have you ever been convicted of a violation or felony under the laws of the State of Oregon, any other state within the United States of America. Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

FEE

Solicitor/Peddler License Fee: \$25.00

I swear, that all information stated above is true and correct, that I hold all licenses, bonds, insurance and/or verification to solicit/peddle merchandise stated above. I am aware and in compliance of applicable ordinances for conducting business in the *City of Port Orford*. I agree that I am subject to all fines and penalties for failure to comply with all City, State, and Government business regulations which pertain to the solicitation or peddling of merchandise.

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

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City Administrator: \_\_\_\_\_ City Recorder: \_\_\_\_\_ Date \_\_\_\_\_

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Other: \_\_\_\_\_

*Valid only with appropriate signatures and City seal*

**Title 5**

**BUSINESS LICENSES AND REGULATIONS**

**Chapters:**

**5.04 Business Licenses Generally**

**5.08 Peddlers and Solicitors**

**5.12 Social Games and Gambling**

## Chapter 5.04

### BUSINESS LICENSES GENERALLY

#### Sections:

- 5.04.010 Purpose.**
- 5.04.020 Applicability.**
- 5.04.030 Definitions.**
- 5.04.040 License fees imposed.**
- 5.04.050 Exceptions.**
- 5.04.060 Payment of fee not to be construed as permitting prohibited activities.**
- 5.04.070 Fees enumerated.**
- 5.04.080 Procedure for obtaining license.**
- 5.04.090 Prohibitions.**
- 5.04.095 Medical and recreational marijuana.**
- 5.04.100 Penalty for delinquent payment.**
- 5.04.110 Fees subject to change—Additional fees.**
- 5.04.120 Violation—Penalty.**

#### **5.04.010 Purpose.**

This chapter is enacted, except as hereinafter otherwise specified, to provide revenue for municipal purposes and to provide revenue to pay for the necessary expenses required to issue the license for and regulate the business licensed. (Ord. 282 § 2(a), 1978)

#### **5.04.020 Applicability.**

Nothing in this chapter shall be construed to apply to any person transacting and carrying on any business within the City of Port Orford, Oregon which is exempt from taxation or regulation by the City by virtue of the Constitution of the United States or the State of Oregon, or applicable statutes of the United States or the State of Oregon. (Ord. 282 § 2(b), 1978)

#### **5.04.030 Definitions.**

As used in this chapter,

“Business” means profession, trades, occupations, shops and all and every kind of calling carried on for profit or livelihood with the exception of home occupations.

“Home occupation” means an occupation, other than retail sales, carried on within a dwelling, or building accessory to a dwelling, in an area zoned Residential-1 or Residential-2 under the City of Port Orford Land Development Ordinance.

“Person” means an individual, partnership, corporation, limited company, joint venture, cooperative, or any other entity in law or in fact. (Ord. 2000-05 § 1, 2000)

#### **5.04.040 License fees imposed.**

A. There are imposed upon all business, trades, shops, profession, home occupations, callings and occupations not licensed by other ordinance of the City of Port Orford requiring a license fee, license fees in the amounts hereinafter prescribed, and it is unlawful for any person to transact and carry on any

such business in the City without first having obtained a license thereof for the current fiscal year as herein provided, or complying with any and all applicable provision of this chapter.

- B. The license fee shall commence July 1st each year, commencing with the year 1977, and shall terminate at midnight June 30th of the following year. The fee for any such license issued during the second half of any fiscal year shall be one-half of the fee in this chapter provided for the fee for any license issued prior to January 1st of any fiscal year shall be the full fee herein set forth.
- C. The license fee herein required shall be due and payable on July 1st of each year for the fiscal year commencing with such date, and shall be delinquent on and after the 30th day of July. Licenses for persons engaging any trade, shop, business, profession, home occupation, occupation or calling after July 1st in any year, shall be due and payable from such persons engaging in such trade, shop, business, profession, home occupation, occupation or calling and shall be delinquent if not paid within 30 days after such person shall engage in any such trade, shop, business, profession, home occupation, occupation or calling.
- D. Each branch establishment of a business or location of a business conducted by any person shall, for the purpose hereof, be a separate business and subject to the license thereof herein provided, but warehouses used solely in connection with the business licensed pursuant to the provisions of this chapter and operated by the person conducting such business, shall not be a separate place of business or branch establishment.
- E. The agent or agents of a nonresident proprietor engaged in any business for which a license is required by this chapter shall be liable for the payment of the fee thereon is herein provided and for the penalty for failure to pay the same, or to comply with the provisions of this chapter to the extent and with like effect as if such agents or agents were themselves proprietors. (Ord. 282 §§ 1(e), 2, 1978)

**5.04.050 Exceptions.**

No person who is employed solely by a licensed business in the City of Port Orford shall be required to obtain a license. (Ord. 282 § 1(d), 1978)

**5.04.060 Payment of fee not to be construed as permitting prohibited activities.**

The levy or collection of a license fee upon any business shall not be construed to be a license or permit of the City of Port Orford to the person engaged therein to engage therein in the event such business is unlawful, illegal or prohibited by the laws of the State of Oregon or the United States or ordinance of the City of Port Orford, Oregon. (Ord. 282 § 2(c), 1978)

**5.04.070 Fees enumerated.**

- A. All trades, shops, business, profession, home occupations, occupations, and callings carried on in the City of Port Orford, and not licensed and taxed by other provision of this ordinance or other ordinances of the City of Port Orford, shall be licensed and the amount to be paid as such fee shall be set by resolution of the Council.
- B. If any person be engaged in operating or carrying on in the City of Port Orford, Oregon, more than one trade, shop, profession, occupation, business, home occupations or calling, then such person shall pay the license herein prescribed for as many of such trades, shops, profession, occupation, businesses, home occupations, or callings, as are carried on by such person, except as herein otherwise specifically provided. (Ord. 2000-03 § 4, 2000)

**5.04.080 Procedure for obtaining license.**

All licenses shall be issued by the City Recorder of the City of Port Orford. (Ord. 2000-05 § 5, 2000)

**5.04.090 Prohibitions.**

It is unlawful for any person to wilfully make any false or misleading statement to the City Recorder for the purpose of determining the amount of any license fee herein provided to be paid by any such person, or to fail or refuse to comply with any of the provisions of this chapter to be complied with or observed by such person, or to fail or refuse to pay before the same shall be delinquent any license fee or penalty hereby required to be paid by any such person. (Ord. 282 § 6(a), 1978)

**5.04.095 Medical and recreational marijuana.**

A. Business License. A City business license is required for a medical marijuana sales facility as well as recreational marijuana retail sales. Processors, wholesalers, labs and research facilities are not allowed within the City limits. The business license fee will be adopted by resolution.

B. Location.

1. The medical marijuana facility and recreational marijuana retail sales facility shall comply with all applicable Oregon laws, including, but not limited to, the following:
  - a. No medical marijuana facility or recreational marijuana retail sales facility shall be allowed within a buffer area of 1,000 feet from any school.
  - b. No medical marijuana facility or recreational marijuana retail sales facility shall be allowed within 1,000 feet of another marijuana facility, medical or recreational.
2. The medical marijuana facility and recreational marijuana retail sales facility shall only be allowed within the Commercial (4C), Industrial (5-I) and Battle Rock Mixed Use (10-MU) zones adjacent to or fronting on Highway 101.
3. No medical marijuana facility or recreational marijuana retail sales facility shall be located within 1,000 feet of an existing licensed childcare facility, Buffington Park or playgrounds.
4. No drive through marijuana facility, medical or recreational, shall be allowed.
5. Nothing in this section shall be construed to disallow personal marijuana grows, strictly for the personal use of the inhabitant of the property on which the grow is located and such shall be subject to all applicable State laws.

C. Operations.

1. Hours and times of operation shall be limited to 8:00 a.m. through 8:00 p.m., seven days per week.
2. No minors under the age of 18 years shall be allowed on the premises.
3. Any owners, operators, employees, or volunteers working on the premises must pass a criminal background check through the Port Orford Police Department, as required by law. (Ord. 2018-01 § 1, 2018)

**5.04.100 Penalty for delinquent payment.**

In the event any person required to obtain a license shall fail or neglect to obtain the same before it shall become delinquent, the City Recorder shall collect upon the payment therefor and in addition thereto a penalty of 10% of the fee thereof for each calendar month or fraction thereof the same shall be delinquent. (Ord. 282 § 6(b), 1978)

**5.04.110 Fees subject to change—Additional fees.**

Nothing herein contained shall be taken or construed as vesting as right in any license as a contract obligation on the part of the City as to the amount of the fee hereunder. Other or additional taxes or fees and the fees herein provided for may be increased or decreased and additional or other fees provided for and levied in any and all instances at any time by the said City, and any business may be reclassified or subclassified at any time and other or additional fees or taxes levied. No person having received a license and paid the fee required therefor under this chapter shall be entitled to any refund. (Ord. 282 § 6(c), 1978)

**5.04.120 Violation—Penalty.**

- A. The conviction of any person for violation of any of the provision of this chapter shall not operate to relieve such person from paying any fee or penalty thereupon for which such person shall be liable, nor shall the payment of any such fee be a bar to or prevent any prosecution in the City court of any complaint for the violation of any of the provisions of this chapter.
- B. Any person violating any of the provision of this chapter shall upon conviction thereof in the City court, be punished by fine of not to exceed \$200.00, or by confinement in the City Jail not to exceed 30 days, or by both such fine and imprisonment. (Ord. 282 §§ 7, 8, 1978)



## Chapter 5.08

### PEDDLERS AND SOLICITORS

#### Sections:

- 5.08.010 Definitions.**
- 5.08.020 Certificate of registration—Required—Fee.**
- 5.08.030 Certificate of registration—Application.**
- 5.08.040 Certificate of registration—Records.**
- 5.08.050 Certificate of registration—Denial.**
- 5.08.060 Certificate of registration—Revocation.**
- 5.08.070 Certificate of registration—Expiration.**
- 5.08.080 Form of notice to solicitors.**
- 5.08.090 Duty of solicitor or peddler to comply with notice.**
- 5.08.100 Defiance of notice declared nuisance.**
- 5.08.110 Soliciting or peddling prohibited when.**
- 5.08.120 Identification card required.**
- 5.08.130 Exemptions.**
- 5.08.140 Violation—Penalty.**

#### **5.08.010 Definitions.**

For the purpose of this chapter, the following words are used herein shall be considered to have the meaning herein ascribed thereto:

“Peddler” means one who sells tangible commodities from house to house, or on the streets or in any public place; the peddler’s sales are not made from one established spot excepting where they are made in a street or other public place and he or she makes delivery at the time of the sale.

“Registered solicitor or peddler” means and includes any person who has obtained a valid certificate of registration as hereinafter provided, which certificate is in the possession of the solicitor on his or her person while engaged in soliciting.

“Residence” means and includes every separate living unit occupied for residential purposes by one or more person, contained within any type of building or structure.

“Soliciting” means and includes any one or more of the following activities:

1. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatever, for any kind of consideration whatever; or
  2. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind, or character; or
  3. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers, and every other type or kind of publication; or
  4. Seeking to obtain gifts or contributions of money, clothing, or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.
- (Ord. 281 § 1, 1978)

#### **5.08.020 Certificate of registration—Required—Fee.**

Every person desiring to engage in soliciting or in the business of hawker or peddler of any merchandise, article or thing as herein defined, from persons in residences within this municipality, is hereby required to

make written application for certificate of registration hereinafter provided. Such certificate shall be carried by such solicitor or peddler.

The fee for such certificate of registration shall be set by resolution of the Council. (Ord. 2000-02 § 2, 2000)

**5.08.030 Certificate of registration—Application.**

- A. Application for certificate of registration shall be made upon a form provided by the municipality. The applicant shall truthfully state in full the information requested on the application, to wit:
1. Name and address of present place of residence and length of residence at such address; also business address if other than present address;
  2. Address of place of residence during the past three years if other than present address;
  3. Age of applicant;
  4. Physical description of the applicant;
  5. Name and address of the person, firm, or corporation or association whom the applicant is employed by or represents; and the length of time of such employment or representation;
  6. Name and address of employer during the past three years if other than the present employer;
  7. Description sufficient for identification of the subject matter of the solicitation in which applicant will engage;
  8. Period of time which the certificate is applied;
  9. The date, or approximate date, of the latest previous application for certificate under this chapter, if any;
  10. Has a certificate or registration issued to the applicant under this chapter ever been revoked?
  11. Has the applicant ever been convicted of a violation of a felony under the laws of the State or any other State or Federal law of the United States?
  12. Description and number of vehicles.
- B. All statements made by the applicant upon the application or in connection therewith shall be under oath.
- C. The applicant shall submit to fingerprinting by the Police Department of the municipality in connection with the application for the certificate. (Ord. 281 § 3, 1978)

**5.08.040 Certificate of registration—Records.**

The City Clerk shall cause to be kept in his or her office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all certificates of registration issued under the provisions of this chapter, and of the denial of applications. Applications for certificates shall be numbered in consecutive order as filed, and every certificate issued, and any renewal thereof, shall be identified with the duplicate numbers of the application upon which it was issued. (Ord. 281 § 3, 1978)

**5.08.050 Certificate of registration—Denial.**

No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the State of any other State or Federal law of the United States, within five years of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this chapter, nor to any person whose certificate of registration issued hereunder has previously been revoked as herein provided. (Ord. 281 § 3, 1978)

**5.08.060 Certificate of registration—Revocation.**

- A. Any certificate of registration issued hereunder shall be revoked by law enforcement officials if the holder of the certificate is convicted of a violation of any of the provisions of this chapter, or has made

a false material statement in the application, or otherwise becomes disqualified for the issuance of a certificate registration under the terms of a certificate of registration under the terms of this chapter. Immediately upon such revocation, written notice thereof shall be given by the law enforcement officer to the holder of the certificate in person or by certified United States mail addressed to his or her residence address set forth in the application.

- B. Immediately upon the giving of such notice the certificate of registration shall become null and void. (Ord. 281 § 4, 1978)

**5.08.070 Certificate of registration—Expiration.**

The certificate of registration shall state the expiration date thereof. (Ord. 281 § 4, 1978)

**5.08.080 Form of notice to solicitors.**

Every person desiring to secure the protection provided by the regulations pertaining to soliciting contained in this chapter, shall comply with the following directions, to wit:

- A. Notice of the determination by the occupant of giving invitation to solicitors, or the refusal of invitation to solicitors, to any residence, shall be given in the manner following.
- B. A weatherproof card, approximately three inches by four inches in size, shall be exhibited upon or near the main entrance door to the residence, indicating the determination by the occupant, containing the applicable words, as follows:

Only Solicitors and Peddlers Registered in Port Orford Invited, or  
No Solicitors or Peddlers Invited.

- C. The letters shall be at least one-third inch in height. For the purpose of uniformity the cards shall be provided by law enforcement officials to persons requesting, at the cost thereof.
- D. Such card so exhibited shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence of the information contained thereon. (Ord. 281 §§ 5, 7, 1978)

**5.08.090 Duty of solicitor or peddler to comply with notice.**

- A. It shall be the duty of every solicitor or peddler upon going onto any premises in the municipality upon which a residence as herein defined is located, to first examine the notice provided for in this chapter, if any is attached, and be governed by the statement contained on any notice. If the notice states “Only Solicitors and Peddlers Registered in Port Orford Invited,” the solicitor or peddler not possessing a valid certificate or registration as herein provided shall immediately and peacefully depart from the premises, and if the notice states “No Solicitors or Peddlers Invited” then the solicitor or peddler, whether registered or not, shall immediately and peacefully depart from the premises.
- B. Any solicitor or peddler who has gained entrance to any residence, whether invited or not shall immediately and peacefully depart from the premises when requested to do so by the occupant. (Ord. 281 § 6, 1978)

**5.08.100 Defiance of notice declared nuisance.**

It is declared to be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and

engage in soliciting or peddling as set forth above, in defiance of the notice exhibited at the residence in accordance with the provisions of Section 5.08.090 of this chapter. (Ord. 281 § 7, 1978)

**5.08.110 Soliciting or peddling prohibited when.**

It is declared to be unlawful and shall constitute a nuisance for any person whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in soliciting or peddling as herein defined, prior to 9:00 a.m. or after 9:00 p.m. of any weekday, or at any time on a Sunday or on a State or national holiday. (Ord. 281 § 8, 1978)

**5.08.120 Identification card required.**

Each solicitor and peddler shall wear an I.D. card provided by the City Clerk's office. (Ord. 281 § 9, 1978)

**5.08.130 Exemptions.**

This chapter shall not apply to peddlers or solicitors seeking to obtain orders or sales from local merchants. (Ord. 281 § 12, 1978)

**5.08.140 Violation—Penalty.**

- A. Any solicitor or peddler who shall be guilty of any fraud, misrepresentation or deceptive practice whether through him or herself or through an employer or representative while acting as a solicitor in the municipality shall be deemed guilty of a violation of this chapter.
- B. Any person violating any provisions of this chapter shall, upon conviction thereof, be subject to a fine of not more than \$500.00 for each offense. (Ord. 281 §§ 10, 11, 1978)

## Chapter 5.12

### SOCIAL GAMES AND GAMBLING

#### Sections:

- 5.12.010 Definitions.**
- 5.12.020 Gambling prohibited.**
- 5.12.030 Social games bet limit.**
- 5.12.040 Social games permitted, when.**
- 5.12.050 Social games disorderly conduct prohibited.**
- 5.12.060 Social games permit required, cost, term.**
- 5.12.070 Social games permit revocation.**
- 5.12.080 Violation—Penalty.**

#### **5.12.010 Definitions.**

- A. The term “gambling” means that a person stakes or risks something of value upon the outcome of a contest of chance or a future contingent event not under the control or influence of the person, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome.
- B. The term “gambling” shall not include social games. “Social games” means:
  - 1. A card game other than a lottery between players in a private home where no house player, house bank or house odds exist and there is no house income from the operation of the social game; and
  - 2. Card games, other than a lottery, between players in a private business, private club or place of public accommodation where no gambling devices other than cards and chips are used, and where no house player, house bank or house odds exist, and there is no house income from the operation of the social game. (Ord. 96-04 § 1, 1996; Ord. 270 § 1, 1976; Ord. 260 § 1(c), 1975)

#### **5.12.020 Gambling prohibited.**

No person shall participate in, operate or assist in operating any gambling game or activity, including a lottery. (Ord. 260 § 1, 1975)

#### **5.12.030 Social games bet limit.**

With respect to social games as defined in Section 5.12.010, there shall be a limit on any bet of five dollars. Chips shall be used. (Ord. 96-04 § 2, 1996; Ord. 260 § 1(d), 1975)

#### **5.12.040 Social games permitted, when.**

Social games, as defined in Section 5.12.010, may only be played during legal liquor dispensing hours. (Ord. 96-04 § 3, 1996; Ord. 260 § 1(e), 1975)

#### **5.12.050 Social games disorderly conduct prohibited.**

Permit holders may not allow patrons to engage in disorderly conduct. (Ord. 260 § 1(f), 1975)

#### **5.12.060 Social games permit required, cost, term.**

- A. No person who owns, manages or operates a private business, private club or place of public accommodation shall permit a social game between players at such place without first securing a permit for such purpose from the Common Council of the City of Port Orford.
- B. The cost of such permit shall be \$100.00 annually for the first table and \$50.00 for each additional table.

- C. Term of Permit. Each permit expires on July 1st following its issuance and must be renewed at the above mentioned rates for an additional year. Permits obtained at midterm are to be prorated according to time remaining on permit. (Ord. 260 § 3, 1975)

**5.12.070 Social games permit revocation.**

- A. Any permit issued pursuant to the provisions of this chapter may be revoked upon violation of the provision hereof.
- B. Prior to revocation of a permit, a hearing shall be held by the Council following 10 days' written notice of proposed revocation to the holder of the permit. (Ord. 260 § 4, 1975)

**5.12.080 Violation—Penalty.**

Violation of this chapter is punishable upon conviction by a fine of not more than \$100.00. (Ord. 260 § 2, 1975)



# Oregon

Kate Brown, Governor

**Department of Transportation**  
Transportation Development Division  
555 13<sup>th</sup> Street NE, Suite 2  
Salem, OR 97301  
Phone: (503) 986-3420  
Fax: (503) 986-4173

October 30, 2019

City of Port Orford  
555 20th Street  
Port Orford, OR 97465

Subject: 2020 Small City Allotments Program Awards Announcement

Project Name : OREGON STREET (OCEAN VIEW) - IMPROVEMENTS

In accordance with ORS 366.805 and the recommendation of the Advisory Committee, I am pleased to announce your project was one of 53 selected to be funded. ODOT received 102 eligible applications requesting a total of \$9,814,566 with funding limited to \$5,195,000 it was a very competitive selection process.

The SCA award amount for your project is \$100,000.00

Either you have indicated in the application; or we have reason to believe that your project will come into contact with a State Highway. There are additional obligations specific to ADA that must be met when project work will touch the State Highway System, please refer to attachment. Understanding that you may not be aware of the costs associated with making required ADA improvements; we realize that this work could impact your project's budget. It is imperative that you contact us immediately if upon review you conclude that the Project Scope will need to be reduced in order to be able to address your ADA obligations.

Per the information provided in the application we have generated the following project description which will be inserted into the Agreement. Please note, in the description we have specified those areas that we have found to touch the State Hwy System and the improvements that need to be made to comply with ADA requirements; missing information does not diminish your responsibility to comply. Please review the description carefully to ensure that it reflects the intent of the application submitted. If the description does not meet the intent of the application or you find that you will be unable to perform the improvements specified you need to contact us immediately, in writing (email is preferred) addressing any discrepancies. Please be advised that the Project Description is designed to cover the critical aspects of the proposed improvements rather than every detail required to facilitate that effort e.g., if you proposed an asphalt overlay we do not need to include every step of that process but would instead just point out the critical elements involved. Recognize that Project Awards were based upon the information provided in your application therefore we are limited to the degree we can allow changes to the project.

Project Description:

*Project will pave Ocean View (Oregon Street) from U.S. 101 to Fifth Street, construct curb and gutter on both sides and bikeways on the west side. ADA compliant curb ramps to be constructed on both NE & NW corners where Oregon St. abuts U.S. 101*

In the next few weeks you will receive materials that are time sensitive and will require a prompt response. We have learned from previous experience that many small cities, eligible for these awards, have limited staff resulting in response delays or no response due to vacations, illness, staff turnover, etc. To ensure your responses are timely we ask that you complete the attached "Contact Information Form" to ensure that multiple people are receiving the materials we send and can respond in the event that the primary contact is not available. Please return the completed form no later than November 12, 2019 via email to [SmallCityAllotments@odot.state.or.us](mailto:SmallCityAllotments@odot.state.or.us).

Note that though we recognize that cities may engage an outside entity to perform Project Management duties, for our purposes we request that all contact information provided is for City Staff members.

Included in the attachments please find the template for the Agreement that will be used for 2020 Small City Allotment Program awards. Take this opportunity to review the document and share it as necessary with those entities whose signature will be required. This will save time once it is presented to you for signatures.

Please be advised that only work that begins after the effective date of the executed Agreement will be eligible for reimbursement with SCA funds.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, you may contact either myself at (503) 986-7202 or Deanna Edgar at (503) 986-3441.

Sincerely,

Alan Thompson  
Small City Allotment Program Manager

Attachments: Contact Information Form  
Letter to League of Oregon Cities w/ 2020 SCA Awards by City  
ADA Compliance Information Sheet  
Agreement Template



GRANT AGREEMENT  
OREGON DEPARTMENT OF TRANSPORTATION  
**2020 SMALL CITY ALLOTMENT (SCA) PROGRAM**  
**Oregon Street (Ocean View) Improvement Project**  
**City of Port Orford**

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of Port Orford, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: Project Description**
  - b. Exhibit B: Recipient Requirements**
  - c. Exhibit C: Subagreement Insurance Requirements**
  - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus, or similar)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$100,000. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$100,000 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. Project.**
  - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

**b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

**i.** Eligible Costs are actual costs of Recipient to the extent those costs are:

- (A)** reasonable, necessary and directly used for the Project;
- (B)** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
- (C)** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

**ii.** Eligible Costs do NOT include:

- (A)** operating and working capital or operating expenditures charged to the Project by Recipient;
- (B)** loans or grants to be made to third parties;
- (C)** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
- (D)** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- (E)** right of way costs; or
- (F)** costs to adjust, reconstruct or relocate utilities.

**c. Project Change Procedures.**

- i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.
- ii.** Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

**5. Reimbursement Process.**

- a.** ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors,

consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.

- b.** On or after the Effective Date, and upon written request by Recipient, ODOT may advance to Recipient 50% of the Grant Funds to the Recipient.
- c.** Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon request by ODOT, Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- d.** Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of the Project or the Grant Funds, whichever is less. Failure to submit the final request for reimbursement within ninety (90) days could result in non-payment.
- e.** For any Project element described in Exhibit A, or required by law that is not constructed under this Agreement, ODOT may withhold payment until the work is completed or may reduce the final reimbursement request amount, at ODOT's discretion, in an amount commensurate with the work not performed.
- f.** Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until the ODOT Contact, or designee, has completed the final review and accepted the Project as complete.
- g.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i.** ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii.** Recipient is in compliance with the terms of this Agreement.
  - iii.** Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h.** Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

**6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

**7. Records Maintenance and Access; Audit.**

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors

complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

## **8. Recipient Subagreements and Procurements**

- a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii.** Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Subagreement indemnity; insurance.**

*Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and*

*all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*

- i. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
  - ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
  - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
  - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:
- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - ii. all procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

## 9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
  - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
  - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 10. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT 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 INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR

**OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.**

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

**b. Contribution.**

- i.** 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 ODOT or Recipient 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.
- ii.** With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient 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 ODOT on the one hand and of Recipient 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. ODOT'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 ODOT had sole liability in the proceeding.
- iii.** With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient 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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient'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.

- c. **Dispute Resolution.** 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.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this

Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient 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.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either party to enforce any provision of this Agreement shall not constitute

a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

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

The Project was approved on October 18, 2019 by the Program Implementation and Analysis Manager.

**City of Port Orford**, by and through its elected officials

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL  
(If required in Recipient's process)**

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

David Johnson, Finance Director  
555 20<sup>th</sup> Street  
Port Orford, OR 97465  
541-366-4564  
djohnson@portorford.org

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Program Implementation and Analysis Unit Manager

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Small City Allotment Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic-Roadway Engineer

Date \_\_\_\_\_

**ODOT Contact:**

Jeanette Denn  
3500 NW Stewart Parkway  
Roseburg, OR 97470  
541-957-3508  
jeanette.m.denn@odot.state.or.us

## **EXHIBIT A**

### **Project Description**

**Agreement No. 33931**

**Oregon Street (Ocean View) Improvement Project**

#### **PROJECT DESCRIPTION**

Project will pave Ocean View (Oregon Street) from U.S. 101 to Fifth Street, construct curb and gutter on both sides and bikeways on the west side. ODOT will be constructing ADA compliant curb ramps on the SE and SW corners of the Oregon Street/U.S. 101 intersection as part of the US101: Garrison Slough – Cemetery Loop Road project, KN 21323 thereby relieving the City of this responsibility.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section V.

Similarly, recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under Oregon's Bike Bill (ORS 366.514). Recipient agrees that it is solely responsible for ensuring compliance pursuant to the General Provisions; Section 10.i of this Agreement.

Oregon Street also known as Ocean View is part of the city street system under the jurisdiction and control of Recipient.

## **EXHIBIT B**

### **Recipient Requirements**

- I.** Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- II.** Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
- III.** Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). For any portion of the Project that is not within ODOT's or Recipient's jurisdiction (the "County Portion"), Recipient shall enter into a maintenance agreement with the county having jurisdiction over the County Portion (the "Maintenance Agreement"). The Maintenance Agreement must designate the entity that will maintain the County Portion for the Project Useful Life. No Grant Funds will be disbursed until ODOT receives an executed copy of the Maintenance Agreement. This paragraph shall survive any expiration of this Agreement.
- IV.** Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
- V. Americans with Disabilities Act Compliance**
  - a. State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):

- i. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
  - ii. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - iii. Recipient shall follow ODOT’s processes for design, construction, or alteration 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, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
  - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
  - v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
  - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT’s processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process,

ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section VI shall survive termination of this Agreement.

## **VI. Work Performed within ODOT's Right of Way**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.



- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

## **VII. GENERAL STANDARDS**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

## **EXHIBIT C**

### **Subagreement Insurance Requirements**

#### **GENERAL.**

If project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.

Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

#### **TYPES AND AMOUNTS.**

##### **i. WORKERS COMPENSATION.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance**

coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

**ii. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**iii. AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**iv. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed Additional Insured** but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**v. "TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is

granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**vi. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**vii. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**



## GRANT AGREEMENT

**THIS AGREEMENT**, made and entered into

This Date: Thursday, January 9, 2020.

By and between **Coquille Tribal Community Fund (CTCF)** and:

### **City of Port Orford**

1. CTCF, the Grantor, is responsible only for the amount of this grant. All other expenses, liabilities and other obligations, either financial or legal, shall be incurred and satisfied by the Grantee.
2. CTCF will fund the grant in the amount of:

**\$10,000.00**

3. The Grant provided by CTCF is to be restricted solely for the funding of:

### **A New Trail and Overlook, Located on the Fort Point Bluff**

4. The Grantee is to be responsible for the expenditure of the Grant funds in accordance with the budget submitted with the original grant proposal and maintaining adequate supporting records in a manner consistent with generally accepted accounting practices.
5. CTCF will issue a check for the amount of the Grant to the Grantee after receipt of a signed copy of this Agreement.
6. The Grantee agrees to permit site visits by members of the CTCF, or staff, as requested by CTCF for information purposes and/or audit purposes.
7. The Grantee agrees to deliver to CTCF an Inter OR Final report that documents the progress made toward achieving the results targeted in the original application. An interim report will be due

BEFORE you apply for the following funding cycle. A Final Report is due once all funds have been used and the project as proposed in the application has been completed.

8. In the event the Grantee wishes to make any changes that will materially alter the scope, timeline or nature of the project as originally proposed and for which the Grant was awarded, the Grantee must first submit a written request for modification of the Grant to the fund administrators.
9. The Grantee shall return to the Grantor any unexpended funds:
  - At the end of the grant period, or
  - If the Grantor determines that the Grantee has not performed in accordance with this agreement and approved program/budget.

This agreement constitutes the entire agreement between the parties and any amendments thereto must be made in writing and executed by both parties.

For the Grantee

For the Grantor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**City of Port Orford**  
Organization

**Coquille Tribal Community Fund**

\_\_\_\_\_  
Date

1/9/2020  
Date



# Billeter Marine, LLC

520 3<sup>rd</sup> Court  
Coos Bay, OR 97420

Ph: 541.269.8600  
Fx: 541.266.0532

<b>To:</b> City Of Port Orford	<b>Contact:</b> Terrie Richards
<b>Address:</b> 555 W. 20th St, PO Box 310 Port Orford, OR 97465	<b>Phone:</b> 541-332-3681
<b>Project Name:</b> Dredge Water Reservoir	<b>Bid Number:</b> 20-247
<b>Project Location:</b> City Water Reservoir, Port Orford, OR	<b>Bid Date:</b> 1/16/2020

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization Round Trip	1.00	LS	\$1,245.00	\$1,245.00
Long Reach Excavator, Operator, Dump Truck, Driver & 10yd 4-6" Rock	8.00	HR	\$343.00	\$2,744.00

**Total Base Bid Price: \$3,989.00**

## Options

Hourly Rate To Clean Out Settling Ponds, Long Reach & Operator	1.00	HR	\$218.00	\$218.00
Additional 10yds 6" Minus Rock Delivered	10.00	CY	\$36.00	\$360.00

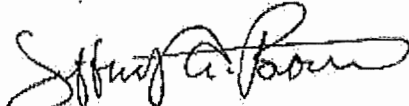
**Total Price for above Options Items: \$578.00**

## Notes:

- Quote good if accepted in writing within 7 days. Please sign and return one copy of this proposal to signify an acceptance of this quote and its terms and conditions as stated or feel free to call me if you have any questions. Our CCB# is 166653
- Any additional work will be billed on a cost plus 10% basis.
- All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the agreed upon price. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado, and other necessity insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- Billeter Marine, LLC reserves the right to make progress billings on projects with durations greater than 1 month. This contract is to be paid in full within 30 days from the date the work has been substantially completed. Interest at the rate of ONE AND ONE-HALF (1-1/2%) PER MONTH (18% PER ANNUM) will be charged on all balances not paid when due. In the event legal action is necessary to enforce the contract, the prevailing party will be entitled to court costs and reasonable attorney fees.

## Payment Terms:

Payment for project to be set forth in contract

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Billeter Marine LLC</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Jeff Brown 541-269-8600 jeff@billetermarine.com</p>
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**City of Port Orford**  
P.O. Box 310, Port Orford, OR 97465  
(541) 332-3681

RECEIVED  
1/28/20 JEU  
3:35 PM

**CITY RIGHT-OF-WAY USAGE LICENSE**

City Ordinance Chapter 12.24

**Licensee Information:**

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

Name: JAMES Shepherd Phone #: 541-253-7512  
Address: 1186 IDAHO ST. Signature: James Shepherd

PO BOX 273

**Property location:**

Street location: 1186 IDAHO ST Assessors Map: \_\_\_\_\_ Lot#: \_\_\_\_\_

**Description of Improvements:** Attach Drawings / Plans if available:

**Agreements:**

1. Licensee confirms they are the owner of the property adjacent to the City's right of way.
2. Licensee agrees that this license is personal to the licensee, non-transferable and may be revoked by the City of Port Orford at any time and without notice to licensee.
3. Licensee agrees that the use of the City's right of way is limited to the specific use authorized by this license.
4. Licensee shall notify in writing any purchaser of the property of this revocable license.
5. Licensee shall have all utilities and property lines located and marked at licensee's expense before submitting permit. (Utility locate service 1-800-332-2344)
6. The City of Port Orford reserves the right to remove any ground cover, landscaping or structures without compensation to licensee/property owner for utility installation/repair, Street maintenance/repairs, Street widening, Sidewalk construction and/or any other Street improvements, Right-of-way maintenance or any other actions deemed necessary by the City of Port Orford.
7. **HOLD HARMLESS CLAUSE:** The licensee agrees that their performance under this license is at their own sole risk and that they shall indemnify the City of Port Orford, its agents and employees and hold harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with this license and from any loss arising from the licensee's use of the property, or from the licensee's failure to perform fully hereunder, and the licensee further agrees to defend the City of Port Orford, its agents, and employees, against all suits, actions or proceedings brought by any third party against them for which the license holder would be liable hereunder.
8. If applicant disagrees with the action of City Staff, an appeal may be filed with the City Council within 14 days of the action, or the decision becomes final.
9. Criteria that will be used to evaluate proposed right of way use:
  - A. Potential impact on existing utilities (water, sewer, storm water, etc.) including potential future maintenance requirements for those utilities.
  - B. Will the proposed use negatively impact visibility for traffic on adjoining roadways?
  - C. Are there any other potential public safety concerns?
  - D. Will the proposed use be likely to create negative visual impact on adjoining properties?
  - E. Will the proposed use impact any other existing uses?
  - F. Is granting the ROW usage license in the public interest?

*Rocky Rabbit*



OFFICE USE ONLY

Public Works Review

Name: Hank Hobart Title: Police Chief Date: 1-29-20

Recommendation: Approve: \_\_\_\_\_ <sup>Partial</sup> Approve with conditions: X Deny: \_\_\_\_\_

Conditions I agree w/ tree removal but recommend not allowing fence move out into ROW for traffic safety reasons.

Police Department Review

Name: Wynne Eckhoff Title: PW Lead Date: 2-6-20

Recommendation: Approve: \_\_\_\_\_ Approve with conditions: X Deny: \_\_\_\_\_

Conditions: TREE REMOVAL OK  
FENCE NOT APPROVED - SAFETY REASONS

City Administration Review and Final Decision

Name: Terr Richards Title: City Administrator Date: 1/28/20

Approved: \_\_\_\_\_ Approved with conditions: \_\_\_\_\_ Denied: \_\_\_\_\_

Conditions: tree removal approved.  
Fencing denied - this is a corner lot it will cause a visual problem when cars are parked in ROW

*If Applicant disagrees with City Administration Review and Final Decision, the matter may be appealed to the City Council. Appeals must be in writing and requested within 30 days of the final administrative decision, or the decision becomes final.*

*In order to have standing to appeal, you must be the applicant, an adjoining property owner, or and an adversely affected citizen of the City of Port Orford.*

Property Location

1186 IDAHO ST.

PORT ORFORD OR. 97465

OWNER: JAMES Sheperd

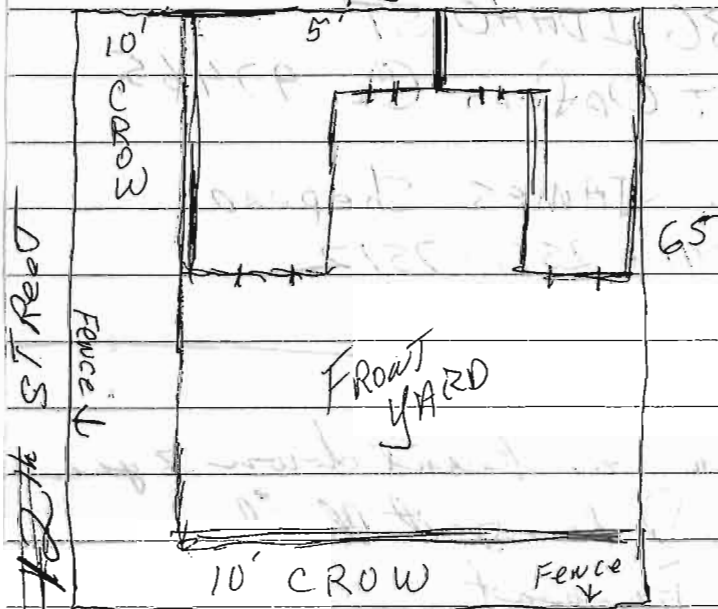
541-253-7512

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House was burnt down 3 yrs.  
ago, I have just closed on  
said Property.

I need to remove all trees  
on city Right of way so I  
can build a New Duplex STARTING  
this summer.

also I need to put up a  
4' cyclone fence around property  
& on city Right of way.  
10' in from road on two  
sides (over)



IDAHO

City Admin: This is a corner lot I do not agree with the request for 10' of right-of-way - I am ok w/ removing the trees.