

**CITY OF PORT ORFORD
ONLINE SESSION OF THE COMMON COUNCIL
THURSDAY, April 21, 2021 AT 5:30 P.M.**

AGENDA

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1. **Call to Order**
2. **Additions to the Agenda**
3. **Presentations to Council/Citizens-Community Center Fund Raising Committee**
4. **Consent Calendar**
 - a. Approve Minutes March 17, 2022 (Pg. 2-9)
5. **Citizens' Concerns (Speak Only for Old & New Business Items on the Agenda)**
6. **Departmental Reports- (Pg. 10-38)**

a. Public Works	b. Administration	c. Finance	d. Planning	e. Liaison
Fire District- Garratt	TLT- Pogwizd	Watershed- LaRoche	Health- Burns	
Port- Cox	Parks- Tidey	Emergency Mgmt.- Burns/Howe		
School District- Kessler	Main Street- Burns			
7. **Old Business**
 - a. Water Conservation Rates (Pg. 39-63)
 - b. Building Permit Issued by City of Port Orford (Pg. 64-67)
 - c. Approve Redfish Rocks Lease of Visitors Center (Pg 68-73)
 - d. Approve Main Street Lease of Visitors Center (Pg. 74-79)
8. **New Business**
 - a. CTR Rates (Pg. 80-85)
 - b. Well in City limits (Pg. 86-91)
 - c. Rotary Club Request for Hybrid Meeting Equipment (Pg. 92-109)
 - d. Budget Committee Approval- Kelly Bechtel (Pg. 110-113)
 - e. Budget Committee Approval- Barbara Wright (Pg. 114-117)
 - f. Budget Committee Approval- Cory Aschauer (Pg 118-121)
 - g. Port Orford Historic Preservation Commission- Maurisa Markstein (Pg. 122-125)
 - h. Right of Way License- Katrina Smith (Paramount Utility) (Pg. 126-135)
 - i. Right of Way License- Katrina Smith (Paramount Utility) (Pg. 136-143)
 - j. Right of Way License- Russ Adams (Pg. 144-149)
 - k. Recognizing Juneteenth as a holiday (Pg. 150-159)
 - l. Historic Preservation Commission (Pg. 160-173)
 - m. Short Term Rentals (Vacation Rentals) (Pg 174-181)
 - n. Approval of Franchise Agreement Ziplly (Pg. 182-207)
 - o. Security Cameras in City Hall (Pg. 208-211)
 - p. Set Workshop Dates(Pg, 212)
9. **Continuing Action Items**

a. Seasonal Gas Tax	b. Text My Gov.	c. Website Updated	d. Data Storage
e. Audit Approval	f. Ordinance 2022-05 Abatement of Nuisance and Dangerous Housing		

10. Considerations

- a. Citizen b. Staff c. Councilor d. Mayor

11. Future Meetings

Thursday, May 19, 2022, In Gable Chambers Regular Meeting and Online 5:30pm.

11. Adjourn

PUBLIC: When you join the meeting (5-10 min. prior to the meeting)

- If you plan to speak/comment during the meeting (when permissible to do so), please announce your name and “how” you are joining the meeting (i.e. by computer and/or phone). Speak slowly and clearly, so the organizer may “find” you and identify your “caller” location.
- Please wait to be called on to speak, to avoid talking over someone.
- When you are not speaking, please mute yourself (so the organizer doesn’t have to do this).
- Please limit side conversations and multitasking while you are in the meeting.
- Be aware even if you are not on camera, sound can be heard over unmuted phones and will be distracting. And if you are on camera “absences” will be noticeable, and also distracting.
- To minimize feedback noise, we will only have the meeting host, Mayor, and one other speaker unmuted at any time during the meeting.
- Please be aware that if poor etiquette is being observed, it may be called out so you have an opportunity to fix the situation.

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: City Council Meeting Minutes March 17, 2022

ITEM NO: 4 A.

Attached are the City Council Meeting Minutes from March 17, 2022

Suggested Motions

Motion to Approve the Meeting Minutes from March 17th.

I move to approve the meeting minutes from March 17, 2022.

Motion to Deny the Meeting Minutes from March 17th.

I move to deny the meeting minutes from March 17, 2022.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

INTENTIONALLY LEFT BLANK

4 **City of Port Orford**
5 **City Council Meeting**
6 **In the Gable Chambers / Virtual participants**
7 **Thursday, March 17, 2022 at 5:30 P.M.**
8

Mayor and Council	Present	City Staff	Present
<i>Pat Cox, Mayor</i>	X	<i>CA Ginsburg</i>	X
<i>Tim Pogwizd, President</i>	X	<i>Shala Kudlac, City Attorney</i>	X
<i>Gary Burns</i>	X	<i>John Isadore, Public Works</i>	X
<i>Lorin Kessler</i>	X		
<i>James Garratt</i>	Excused		
<i>Carolyn LaRoche</i>	X		
<i>Greg Tidey</i>	X		

9
10 Others Present: Pamela Berndt, Aaron Ashdown, Ciaran Fraser, Sara Lovendahl, Ann Vileisis,
11 Tara Ramsey, Monica Ward of Curry County, John Johnston

12
13 **1. Call to Order**

14 President Cox called to order this Meeting of the Common Council on Thursday, March 17,
15 2022, at 5:30 p.m.

16
17 **2. Additions to the Agenda:** New Business, 8-g: Short Term Rental Contractor.

18
19 **3. Presentation to Council / Citizens:** John Johnston presented to council with an update
20 regarding the Community Building and Legion Hall remodel. He introduced the Community
21 Center Fund Raising Committee, which has a grant writer. He spoke on fund raisers and the
22 Ford Foundation grant. Mr. Johnston provided a printed presentation including a plan for the
23 remodel. Mayor Cox suggested a workshop with the Community Center Fund Raising
24 Committee to clarify topics of question. The city councilors expressed interest.

25
26 **4. Consent Calendar**

27 **a. Approve Minutes February 17, 2022:** Councilor Kessler moved to approve the minutes
28 for the February 17, 2022 council meeting as written with Councilor Tidey as second.

29 **Motion carried 5-0.**

30 Discussion: None.

31 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
32 *Councilor Kessler* Yes *Councilor Tidey* Yes

33
34 **5. Citizen Concerns**

35 Representative David Brock Smith spoke on 9B, Development Offshore Wind Facilities, a
36 house bill for offshore wind power. The federal government is looking at the west coast. The
37 State of Oregon wants to be prepared. The process is moving forward in Oregon with areas
38 of interest including the Port Orford area due to winds. Coos Bay shipping is increasing.
39 Turbines built and floated out from the Coos Bay area can increase the economy.

4 Representative Brock Smith also sponsored the hydrogen planning bill. He suggested the
5 Port and city government contact him prior to resolutions.
6

7 **6. Department Reports**

8 **a. Public Works:** A written report has been presented to councilors. Funds needed for
9 temporary repair of the Arizona Lift Station is on the agenda next month for approval.
10 Councilor Burns moved to add the Arizona Lift Station funding to this current agenda as
11 item 8-h. under New Business with Councilor Kessler as second. *Motion carried 4-0.*

12 *Councilor LaRoche* Yes *Councilor Burns* Yes

13 *Councilor Kessler* Yes *Councilor Tidey* Yes
14

15 **b. Administration/Finance:** CA Ginsburg presented a written financial report to
16 councilors. Surplus funds can be used for the Coast Guard Hill pump station. Bids are
17 pending. The watershed purchase is almost finished. Mayor Cox expressed appreciation
18 for the new financial report formatting, which is easier to understand. He also suggested a
19 once-a-year workshop with CA Ginsburg prior to budget reports every year. CA
20 Ginsburg agreed.

21 **c. Planning:** Councilor Kessler expressed appreciation to the Planning Commission for
22 their research regarding vacation rentals.

23 **d. Liaison:**

24 **Port** - Mayor Cox reported the Port is interested in two new 50-ton cranes and has a
25 good chance of getting the funding.

26 **School District** – Councilor Kessler reported the schoolboard approved the playground
27 equipment to be replaced at Driftwood. The current playground will be removed by
28 volunteers.

29 **TLT** – CA Ginsburg reported the grant information is now waiting for the next TLT
30 meeting.

31 **Main Street** – Councilor Burns reported that Main Street placed ads in magazines,
32 including 1859 Oregon, Travel Oregon, Mile by Mile and Oregon Coast Visitor's Guide
33 at the cost of \$6,000 to date. The budget is discussed. The Dining and Arts Guide is
34 pending completion. A new whale tale on Oregon St will be painted on April 11 pending
35 weather or May 9 if inclement weather. Appreciation expressed to Gold Beach Lumbar
36 for donating the paint. Main Street is working on the bike rack and community daycare.
37 Landscaping in front of city hall is scheduled weather permitting. School approved trees
38 around the playground at driftwood elementary.

39 **Parks** – Councilor Tidey reported there is a new Fourth of July Jubilee committee. They
40 are considering events be held at Buffington Park for wind protection. Funds are in place
41 for an 18-hole disk golf course that have been approved.

42 **Watershed** – Councilor LaRoche introduced Linda Tarr who was available for questions.
43 An update was given on the Wilson project. They are waiting for the OSA grant for the
44 Forest Management Plan then will apply for the federal grant. Half of this grant is
45 forgivable and the other half will be funded by the city.

4 **Emergency** – Councilor Burns introduced Jim Howe, a volunteer emergency coordinator
5 who reported the plan is to cover supplies and public education. FEMA brochures have
6 been acquired as well as 34,000 dollars in medical supplies. Councilor Burns would like
7 to organize an Emergency Response Commission to accommodate decisions that have to
8 be made. Legal Counsel Kudlac suggested an ad hoc committee and reminded that if
9 decisions are to be presented to City Council, they must be public meetings.

10
11 **7. Old Business:**

12 **a. Ordinance 2022-5, Abatement of Nuisance and Dangerous Housing:** Updates to
13 current presented to councilors. It was last updated in 1982.

14 Councilor Burns moved to table this decision until Councilor Garratt is present with
15 Councilor Tidey as second. *Motion carried 4-0.*

16 Discussion: The updates were based on neighboring community codes.

17 *Councilor LaRoche* Yes *Councilor Burns* Yes
18 *Councilor Kessler* Yes *Councilor Tidey* Yes

19
20 **b. Water Conservation Rates:** The intention of conservation rates is to curtail high use in
21 order to conserve water. By anonymous consensus, councilors agree to pursue water
22 conservation rates.

23
24 **c. Seasonal Gas Tax Resolution to Send to Vote:** Councilor Burns moved to table
25 sending this to the public for approval until gas rates stabilize with Councilor Kessler as
26 second.

27 Discussion: Election package has to be submitted July/August to get on the ballot this
28 year. The public needs educated as soon as possible.

29 Councilor Burns rescinded his motion and Councilor Kessler rescinded his second.

30 Councilor Burns moved to table this until next month with Councilor Kessler as second.
31 *Motion carried 4-0.*

32 Discussion: None.

33 *Councilor LaRoche* Yes *Councilor Burns* Yes
34 *Councilor Kessler* Yes *Councilor Tidey* Yes

35
36 **d. TexMyGov Contract:** Methods of communicating with the public is a concern and
37 discussed. Councilor Burns moved to table TextMyGov until the next budget process
38 with councilor Kessler as second. *Motion carried 5-0.*

39 Discussion: None.

40 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
41 *Councilor Kessler* Yes *Councilor Tidey* Yes

42
43 **8. New Business**

44 **a. Cottage Cluster Zoning Overlay:** Hui Rodomsy is in attendance and presented
45 information. Cluster cottages are larger than tiny homes, about 700 sq foot. They allow
46 for more housing in smaller area. Currently Port Orford has no code for under 1000 sq

4 feet buildings. Councilor Burns moved to approve for the Planning Commission to
5 address cottage cluster zoning with Councilor Tidey as second. *Motion carried 5-0.*
6 Discussion: Councilors discussed sizes and lot sizes.

7 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
8 *Councilor Kessler* Yes *Councilor Tidey* Yes

9
10 b. **Development of Offshore Wind Facilities:** Representative Brock Smith drafted the
11 Wind Source bill to prevent Portland democrat from doing so. Councilors decided to wait
12 and see what is decided by the government prior to pursuing this topic.

13
14 c. **City Hall Admin Staff Job Duties and Salary Review:** The new employees at City Hall
15 are exceeding the tasks described in their job description. Mayor Cox is embarrassed by
16 the low wages for nonunion staff in City Hall. CA Ginsburg gave a brief review of the
17 duties now being performed and expected of the office staff and their performance. One
18 employee’s established wage is 13.64 dollars an hour and her tasks will not be reduced.
19 Another employee’s tasks will be reduced when staffing positions are filled.
20 Councilor Pogwizd moved to increase wages of both positions by three dollars per hour
21 with Councilor Burns as second. *Motion carried 5-0*
22 Discussion: Job descriptions need adjusted and updated.

23 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
24 *Councilor Kessler* Yes *Councilor Tidey* Yes

25
26 Councilor Tidey moved to extend the meeting with Councilor Kessler as second. *Motion*
27 *carried 5-0.*
28 Discussion: None.

29 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
30 *Councilor Kessler* Yes *Councilor Tidey* Yes

31
32 Decision on wages for CA Ginsburg’s position is discussed. Councilor LaRoche moved
33 to increase wages for the city administrator position to be the same as the previous city
34 administrator with Commissioner Tidey as second.

35 Discussion: Job tasks have changed, which affected the pay rate. Councilor LaRoche
36 rescinded her motion and Councilor Tidey rescinded his second.

37 Councilor LaRoche moved to raise the city administrator salary to 68,000 dollars with
38 Councilor Tidey as second. *Motion carried 5-0.*

39 Discussion: None.

40 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
41 *Councilor Kessler* Yes *Councilor Tidey* Yes

42
43 d. **Building Permit Application Changes:** By consensus, city councilors unanimously
44 agreed to move forward with amending the process for building permit applicants.

4 e. **Liquor License Approval – The Dive:** Councilor Burns moved to approve the liquor
5 license application for The Dive at 236 6th Street with councilor Kessler as second.

6 *Motion carried 5-0.*

7 Discussion: The applicant has had a previous liquor license.

8 *Councilor LaRoche Yes Councilor Pogwizd Yes Councilor Burns Yes*
9 *Councilor Kessler Yes Councilor Tidey Yes*

10
11 f. **Right of Way Approval – Honey Café:** Councilor Tidey moved to approve the right of
12 way application with Councilor Kessler as second. *Motion carried 5-0.*

13 Discussion: The sign will be moved to its prior location.

14 *Councilor LaRoche Yes Councilor Pogwizd Yes Councilor Burns Yes*
15 *Councilor Kessler Yes Councilor Tidey Yes*

16
17 g. **Short Term Rental Contractor:** Portland attorney, Daniel Kerns, specializes in short
18 term rentals. For 2000 to 3000 dollars he can meet with planning and legal to assist in
19 writing this ordinance. The attorney will not be writing code but will be giving legal
20 advice to those that are. By unanimous consensus councilors agree to pursue this. Mayor
21 Cox will bring additional information to the next meeting.

22
23 h. **Arizona Lift Station Repair Approval:** Due to needed repairs, public works is
24 concerned about leakage into Garrison Lake. Funds are available for repair. SDC money
25 might be used to upsize for increased flow. Councilor Tidey moved to accept Smith and
26 Douglas’s bid for Arizona Pump Station repairs with Councilor Burns as second.

27 Discussion: CA Ginsburg will speak with auditors regarding availability of funding.

28 Councilor Tidey rescinded his motion and Councilor Burns rescinded his second.

29 Councilor Burns moved to accept Smith and Douglas’s bid contingent on finding the
30 appropriate funds with Councilor Kessler as second. *Motion carried 5-0.*

31 Discussion: As above.

32 *Councilor LaRoche Yes Councilor Pogwizd Yes Councilor Burns Yes*
33 *Councilor Kessler Yes Councilor Tidey Yes*

34
35 **9. Considerations**

36 **Citizens:**

37 Representative David Brock Smith expressed appreciation for the financial information for
38 the impound grant; however, he was unable to get the large amount. There is a Federal
39 Infrastructure Passage grant that pays over years. He will work with CA Ginsburg on this
40 grant. Representative Brock Smith gave a report on funding that was acquired. He
41 complimented the city attorney.

42
43 **Staff:** CA Ginsburg expressed her appreciation to the citizens for their patience while City
44 Hall is understaffed.

45
46

4 **Councilors:**
5 Councilor Burns reported working with Oregon State Parks for signage at Paradise Point
6 discouraging ill equipped vehicles from driving onto the beach and getting stuck.
7
8 Councilor Kessler expressed appreciation to citizens expressing their concerns at council
9 meetings. He expressed the importance of letters going to city hall and concerns stated at the
10 council meetings remaining professional and cordial.
11
12 Councilor Pogwizd reminded councilors of the voiceover internet phones that might have the
13 ability to send out emergency calls to citizens. Sergeant Levi from the police department is
14 looking into this. Mail Chimp is another source; however, older style phones will need to be
15 included in the technology used
16
17 **Mayor:** Mayor Cox suggested a hybrid meeting next month if the heat system is repaired in
18 time. Mayor Cox questioned the ability to enforce the dark sky ordinance. Gold Beach
19 Lumber is not in compliance. Legal Counsel Kudlac suggested citing them into municipal
20 court. The police chief will be contacted. She reminded councilors that the ordinance gives
21 five years to comply by replacing fixtures and there is a shorter time period to apply shields.
22 The city previously offered free shields for compliance.

23
24 **10. Future Meetings**
25 **Thursday, April 21, 2022, Regular Council Meeting 5:30, hybrid.**

26
27 **11. Adjourn:** There being no further business, Mayor Cox Adjourned the meeting at 8:20 p.m.
28
29
30

31 Attest:

32
33
34
35 _____
36 Mayor, Pat Cox

City Recorder, Jessica Ginsburg

Public Works report for the month of March 2022

Water Plant: Op's - NO Run Days 3

Raw water into plant 6,438,000 Treated water 4,624,000 Backwash water used 204,000 Leaks 40K

Hubbard's / Reservoir Dredging / Dam leakage

1. Dredging waiting quote and permitting.
2. **Update** Dam leakage, Bid awarded to Billiter marine. Materials for repairs on order, schedule date to be determined on arrival of materials.

Water Treatment plant, Finished Water Pump Replacement

1. **Update** Finished water pump replacement, new pump has been received / electrical parts were delivered and are on site. Waiting on quote from contractor for building steel stand and cone for install.
2. **Update** Pressure relief valve repaired and back in service ✓
3. **Passed off to Admin:** Water rights permitting for Garrison Lake and Mill creek from 2007 still in process.

Coast Guard Hill Pump Station, Complete Skid Controls / pumps and piping replacement

1. **Coast guard hill pump station update**, one vender is working on quote, Received quote from Pump tech. Rom-tech is working on quote.

Hubbard's Reservoir R&M

1. Dam repairs bid awarded to Billiter marine and in progress
2. Looking into silt boom in order to allow water production during storm events.

Water distribution:

- Cross Connection Control annual report completed, 5 failed out of 36. Letters to be sent to owners so they can get them repaired ASAP.
- This summer ODOT ADA sidewalk improvements starting, I'm told Tidewater is the contractor.

Water leaks Repaired:

- Tichenor Ave. Parts received and repairs completed.
- Jackson & 19th
- Idaho & 8th

New Services:

- No new services installed

Meter Swap out'

- No meter swaps

Public Works report for the month of March 2022

Waste Water plant: Op's:

Grit system and classifier replacement on going. Repairs & maintenance plant / collections.

- Arizona lift station, in progress and moving forward
- Grit removal system, some parts received continue working on repairs.
- Ordered 2 new blower 5-6 months out maybe early July
- Pending Influent Flow Meter, working on quote for replacement meter is no longer supported
- Muffin Monster has been installed and is as it should
- City hall council chambers, Repair quote 3900.00 / full replacement is 4500.00

Streets Maintenance:

- Started mowing and trimming
- Fire Hydrant Main maintenance on going.
- Filled several potholes this month, working on quotes for more cold patch
- Cleared / cleaned storm basins and drainage throughout the city.

Parks

- Battle Rocks, Roof leaks in both bathrooms and rotten wood around sky-lights.
- Battle Rock, Bio-swale cleaned.
- Interpretive trail, wooden decking and railings are failing (rotten). Made temp repairs
- Pick up and disposal of trash and debris in parks.
- Started mowing and trimming of parks.

PW Works Equipment PM

- Run and Pm generators monthly
- Oil changes on work truck
- Replaced tires on truck # 31

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 03/17/2022

SUBJECT: Administration Report

ITEM NO: 6b.

Projects Completed:

Union Contract Approved and Signed in July 2021

Ocean View repaving project completed and the submission for grant reimbursement- Reimbursement Received November 2021

New Waste Water Treatment Plant Operator Started in September 2021

Contractor Hired and repairs have been completed in City Hall.

Utility Accounts Receivable Reviewed and Collections letters sent.

Main Street has volunteered to upgrade outside of City Hall beginning the Spring of 2022. Applying for TLT Grant funds for this project.

Business Licenses revenue was budgeted for \$6,500 Currently we have received over \$14,240

Utility Clerk Position has been filled. Please Welcome Caitlyn to our City Hall Family.

TLT Committee has been formed and once we start to get grant applications we will be calling our 1st meeting.

Field Trip Completed and it was a success The City Staff enjoyed having them visit, learn and asking a lot of questions.

Ongoing Projects and Updates:

Water Infrastructure Grants- No update.

Building Inspector/Building Code- Updated Building code for Abatement and Nuisance and Dangerous Housing is in the Agenda. We were unable to get the Curry County building inspector for this meeting but he will be attending the May 2022 meeting.

Citation Clean up- When this project started the balance outstanding was \$837,217.86 thru 09/28/2021. As of April 15th the balance due is \$726,889.00 thru 09/28/2021 also. Therefore, we have collected **\$107,328.86** in past due Citations.

Emergency Management Planning- We have a few meetings to start implementing the Emergency Plan that has been put together for the whole county. We also have had meetings and conversations with Gary Burns, Jim Howe and myself. Those updates will be given during the liaison reports by Jim Howe.

Watershed Project-Linda Tarr will be giving a Watershed Council update. Invoices have been turned in for Reimbursement of cleaning out the Gorse. We are on to another step to being the Forest Monument plan.

We received notice on April 15th that we did receive the grant for the Forest Management Plan. A copy of that is attached.

Kayak Launch- I have been working with Dave Lacy and his team. The next step is community outreach. They are working on different ways to do this. We also have a memorial rock near where that kayak launch is going to be and it is going to have to be moved. I will contact the family that is listed on the rock.

City Hall, Water Plant and Wastewater Plant- All of the buildings are in need of repairs and maintenance. We have started to receive bids for the roof repairs on Water Treatment plant, Wastewater Treatment plant, City Hall and Community Building. These repairs are not going to be cheap by any means. I have attached a copy of one bid that is for \$31,500. I have received additional news about the other buildings and I have attached a copy of the quote from The Roofers Inc. Hoping to have more Bids by next City Council meeting so we can begin some of these repairs. Legacy Construction has completed the install of the new payment window and they have also completed the other repairs that were needed in City Hall. The next step is painting! Some residents have offered to Volunteer their time to do the painting. We are hoping to start that as soon as possible.

Volunteers- We have received many applications from Volunteers willing to come and assist City staff on multiple projects. We have had our first few volunteers in the office helping archiving files. We still have a lot that needs to be done but every step forward is in the right direction.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

Off.: ~~D~~IVING WHILE SUSPENDED T
 Stat: SUSPENSION SENT TO STATE 2/14/2019

12673 -01 17125 Fine Due: 365.00 Last Letter: DOR
 Def.: ZOLLINGER, SHARI L SS#: - - No Warrant
 DL.: 147210142 UT
 Off.: SPEEDING 46 MPH in a 30 MPH zone T
 Stat: SUSPENSION SENT TO STATE 2/13/2020

170414 -01 02528 Fine Due: 225.00 Last Letter: None
 Def.: ZWEIFLER, DAVID LEE SS#: - - No Warrant
 DL.: 489099786 NY
 Off.: VIOLATION OF BASIC RULE 55 MPH in a 30 MPH zone T
 Stat: SUSPENSION SENT TO STATE 8/14/2002

 Grand Totals

FINE FINE	600,559.50
CA-09 COUNTY ASSESSMENT10-01-09	5,416.00
UNIT-4 UNITARY ASSESSMENT 9/1/2003	12,703.00
SCFA09 SCFSA-09	1,329.00
LEMLA LEMLA	527.00
OS OFFENSE SURCHARGE	7,425.07
SUS SUSPENSE FEE	22,983.93
CA COUNTY ASSESSMENT 1/1/94	965.00
UNIT-3 UNITARY ASSESSMENT 8/15/97	127.00
RF13 REPLACEMENT FINE 2013	40,944.25
CF13 COUNTY ASSESSMENT FEE 2013	13,737.00
UNIT UNITARY ASSESSMENT 10/23/99	1,855.00
CA-A1 COUNTY ASSESSMENT - CLASS A 03	960.00
CF COURT FEE	4,551.25
RF REPLACEMENT FINE	5,265.00
UNIT-2 UNITARY ASSESSMENT 1/1/94	25.00
CA-03 COUNTY ASSESSMENTS 9/1/03	1,575.00
CEFINE CODE ENFORCEMENT FINE	2,150.00
PCS FN Invalid fee code	3,500.00
CA-A COUNTY ASSESSMENT - CLASS A	236.00
NSF NSF FEE	50.00

 Total Pending Payments 5.00-

Total # Cit: 987 Total amount due: 726,889.00

Total # Vl: 1437

*** END OF REPORT ***



April 15, 2022

The Honorable Pat Cox, Mayor
City of Port Orford
555 20th Street
Port Orford, OR 97465

RE: Award for Drinking Water Source Protection Program, City of Port Orford, Forest Management Planning in Hubbard Creek Watershed, Project Number U22011, 04/14/2022

Dear Mayor Cox:

Congratulations on your successful application for the above-referenced project. Enclosed please find a summary showing the funding amount and special terms and conditions of the award. The financing contract will contain the full terms and conditions of your award and will be sent to you for proper signatures. Please note that the legal obligations for funding and for reimbursement of project expenses are subject to execution of the contract.

The project must comply with all applicable state laws, regulations and procurement requirements. As a reminder, you must provide copies of all solicitations at least 10 days before advertising, and all draft contracts at least 10 days before signing.

We encourage you to offer appropriate media opportunities to help build public awareness of your project's purposes and benefits. Please notify us of any event celebrating your project. As always, we are available to answer questions that may arise during the implementation of your project. If you need assistance, please contact me at 971-719-6099 or via email to heather.stevens@biz.oregon.gov.

Sincerely,

Heather Stevens

Heather Stevens, Regional Project Manager
Business Oregon

c: Jessica Ginsburg, City Administrator
Sean Stevens, Regional Development Officer
Adam DeSemples, OR Health Authority
Representative David Brock Smith
Senator Dallas Heard

SUMMARY OF AWARD

Project Number: U22011 **Date of Award:** 04/14/2022

Recipient: City of Port Orford

Project Name: Forest Management Planning in Hubbard Creek Watershed

Source of Funding (Grant/Loan/Forgivable Loan)	Award Amount
OBDD – DWSP – Grant	\$28,000
Total	\$28,000

General Description of Loan	
Interest Rate	
Maximum Term	

Approved Project Description
<p>The Recipient will procure a sustainable forestry consultant to conduct an assessment and provide management planning guidance for the portion of the property currently held by the Conservation Fund that is within the City's Drinking Water Source Area.</p>

Note: The full terms and conditions will be contained in the contract.

The Roofers LLC

CCB #215757
95862 Dotson Lane
Brookings, OR.
97415

City Hall Building: Findings are as follows:

Roof is leaking. TPO roof is newer than the others and thus less urgent. It is my opinion that this roof is failing due to pitch and layout. This building really should be pitched. No way of knowing how much wood rot is under the TPO or pinpoint the leaks. Temporarily we may be able to seal seams to try and stall the leaks, but it will need more in a couple of years. You will need a construction company/architect to plan new roof/pitch. Also, HVAC, Plumbing, Heating, and Electric will all need to be involved. Once the building is ready, we can roof the pitched building. This is a large project, however, looking at the big picture it is more cost effective. One major renovation and then its good for another 35 to 40 years. The flat roofing usually only holds up for 10 to 12 here on the coast and usually ends with replacing plywood from leaks being undiscovered.

The Water Treatment Building:

Roof is beyond bad. Top priority! The wood is rotten and will need replaced, because we know this to be the case, it is my opinion that this too should be pitched. Now is the perfect time to do so. The additional cost of trusses is minimal on this small 2 part roof. (Estimated cost of pitching roof is \$5000.00 to \$8000.00 depending on the damage to support beams.) Once it's pitched the cost of roofing is approximately \$10,000 and \$4000 for the existing pitched roof beside it.

Waste Water Treatment Building:

Roof is bad. Shingles are deteriorated and showing fiberglass. The penetrations are all leaking, and the ridge is leaking. The vents are crumbling to touch, and all the pipe jacks are cracked. We caulked the holes and put ice and water at ridge to help prevent wind driven rain, but that is only a temporary fix. This building needs to be fixed as soon as possible to prevent further damage. The estimate to fix this building \$27,500.00.

The Visitors Center:

Roof is past age and needs to be replaced. Its leaking from numerous places, including skylights. The tongue and groove beneath the deck is showing water stains and will continue to rot until it is replaced. The estimate to reroof this building is \$11250.00.

The Community Building:

This roof is metal and still has lots of life to it. The screws need to be replaced and perhaps a coat of paint to prevent the continuation of rust, but all and all it's the least important of the listed roofs. Time and Materials for screw replacement.



Proposal

Tom West

LICENSED~BONDED~INSURED~ CCB# 214839
 PO BOX 943
 Port Orford, OR 97465
 (541) 621-9943

2/25/22

City of Port Orford
 Water Treatment Plant
 Arizona St

Description: Complete Re-Roof Labor and Materials

Remove all roofing down to the deck.

Clean up and remove all roofing debris from jobsite.

Install heavy duty #30 Platinum roofing underlayment.

Install Owens Corning Duration lifetime limited warranty asphalt shingles.

Install drip edge flashing on all edges.

Install all necessary flashings.

Install ridge vent on all ridges.

Total Price \$ 31,500

Upgrade to Tiger Paw underlayment additional \$1000.00

Upgrade to stainless steel eave flashing additional \$1200.00

All extra woodwork to be done on a time and material basis
 @ \$45.00 per hour.

10 year warranty on all workmanship

~LICENSED~BONDED~INSURED~
 CCB# 214839
Tom West
 PO BOX 943
 Port Orford, OR 97465
 (541) 621-9943



City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Finance

ITEM NO: 6 c.

Attached are the financials thru March 2022. Some highlights are the funds are operating under budget. We are collecting nicely still on the citations and Caitlin has been helping and learning more about that process too. Please let me know if you have any questions about the financials attached.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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City of Port Orford

Income Statement

Account Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 010 - GENERAL FUND						
Revenue						
010-00-40100	Prior Year Fund Balance	175,079.00	175,079.00	0.00	0.00	175,079.00
010-00-41110	Property Taxes Current	312,665.00	312,665.00	17,225.74	557,964.46	-245,299.46
010-00-41120	Property Taxes-Prior	10,000.00	10,000.00	589.26	6,395.69	3,604.31
010-00-41160	Local Marijuana Tax	3,000.00	3,000.00	0.00	0.00	3,000.00
010-00-41210	State Cigarette Tax	1,271.00	1,271.00	65.20	665.47	605.53
010-00-41220	State Liquor Tax	22,500.00	22,500.00	948.06	15,084.32	7,415.68
010-00-41310	State Revenue Sharing	12,653.00	12,653.00	0.00	9,831.28	2,821.72
010-00-41320	Payment in Lieu of Tax (PILOT)	500.00	500.00	0.00	2,263.74	-1,763.74
010-00-42010	Interest on Investments	2,000.00	2,000.00	0.00	1,663.50	336.50
010-00-42110	LSN - Franchise Fees	4,000.00	4,000.00	0.00	2,844.56	1,155.44
010-00-42111	Charter Franchise Fees	14,040.00	14,040.00	0.00	11,196.03	2,843.97
010-00-42112	Frontier Franchise Fees	1,700.00	1,700.00	0.00	3,133.94	-1,433.94
010-00-42113	Vonage Franchise Fees	30.00	30.00	0.00	0.00	30.00
010-00-42210	Business Licenses	6,500.00	6,500.00	25.00	14,240.00	-7,740.00
010-00-44214	Court Administrative Fees	3,400.00	3,400.00	320.00	2,310.00	1,090.00
010-00-44320	Subdivision Engineering Fees	14,000.00	14,000.00	0.00	0.00	14,000.00
010-00-44330	Planning Fees	3,000.00	3,000.00	465.00	4,512.39	-1,512.39
010-00-44340	Lien Search Fees	500.00	500.00	0.00	0.00	500.00
010-00-45120	Citations	278,435.00	278,435.00	10,775.25	161,186.06	117,248.94
010-00-45730	Circuit Court Collection	3,500.00	3,500.00	90.00	2,887.50	612.50
010-00-46114	Charge to Parks Fund	14,023.00	14,023.00	0.00	0.00	14,023.00
010-00-46120	Charge to Public Safety Fund	27,117.00	27,117.00	0.00	0.00	27,117.00
010-00-46140	Charge to Street Fund	16,470.00	16,470.00	0.00	0.00	16,470.00
010-00-46210	Miscellaneous Receipts	1,000.00	1,000.00	0.00	131,418.27	-130,418.27
010-00-46880	Reimbursements	2,000.00	2,000.00	3.00	12,618.48	-10,618.48
	Revenue Total:	929,383.00	929,383.00	30,506.51	940,215.69	-10,832.69
Expense						
010-10-51200	Administrator/Manager	31,372.00	31,372.00	1,886.50	18,056.50	13,315.50
010-10-51350	Accounting Assistant	16,091.00	16,091.00	860.01	8,567.65	7,523.35
010-10-51400	Accountant	22,954.00	22,954.00	0.00	11,429.68	11,524.32
010-10-52010	Social Security	5,745.00	5,745.00	186.10	2,700.04	3,044.96
010-10-52020	PERS Retirement	17,998.00	17,998.00	715.76	3,567.36	14,430.64
010-10-52030	Worker's Comp./Disability Ins.	405.00	405.00	1.10	248.29	156.71
010-10-52040	Health, Dental, Life Ins.	27,850.00	27,850.00	1,340.98	12,022.11	15,827.89
010-10-52050	Unemployment Insurance	10,000.00	10,000.00	0.00	0.00	10,000.00
010-10-55800	Vacation Expense	0.00	0.00	0.00	-2,079.72	2,079.72
010-10-62210	Telephone	3,600.00	3,600.00	289.32	2,763.10	836.90
010-10-62310	Management Travel	2,500.00	2,500.00	0.00	0.00	2,500.00
010-10-62912	Dues & OR Statutes	2,500.00	2,500.00	0.00	2,187.32	312.68
010-20-51310	Court Clerk	10,426.00	10,426.00	436.47	7,613.32	2,812.68
010-20-51350	Clerical	3,618.00	3,618.00	172.00	1,710.81	1,907.19
010-20-52010	Social Security	1,263.00	1,263.00	39.60	658.82	604.18
010-20-52020	PERS Retirement	4,067.00	4,067.00	44.82	2,403.19	1,663.81
010-20-52030	Worker's Comp./Disability Ins.	14.00	14.00	0.40	3.90	10.10
010-20-52040	Health, Dental, Life Ins.	5,864.00	5,864.00	428.17	3,549.68	2,314.32
010-20-61210	Office & Operating Supplies	1,000.00	1,000.00	0.00	1,195.56	-195.56
010-20-61230	Software Maintenance	1,706.00	1,706.00	0.00	-6,216.50	7,922.50
010-20-62170	Judge Contract	3,600.00	3,600.00	300.00	2,700.00	900.00
010-20-62210	Telephone	400.00	400.00	29.43	262.66	137.34
010-20-62230	Postage	1,000.00	1,000.00	138.04	860.08	139.92
010-20-62343	Travel & Training / Meetings	2,000.00	2,000.00	0.00	0.00	2,000.00

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
010-20-62912	Dues & OR Statutes	100.00	100.00	0.00	50.00	50.00
010-20-62941	Reimbursements/Citations	5,000.00	5,000.00	0.00	2,187.00	2,813.00
010-20-63210	LEMIA	0.00	0.00	-2.00	-4.00	4.00
010-20-63220	State Assessment	59,750.00	59,750.00	-122.50	27,286.50	32,463.50
010-20-63221	State Court Facilities Acct.	0.00	0.00	-5.00	-10.00	10.00
010-20-63230	County Assessments	19,120.00	19,120.00	-161.60	7,492.40	11,627.60
010-30-51200	Administrator/Manager	8,200.00	8,200.00	539.00	4,581.50	3,618.50
010-30-51520	Police Chief	3,910.00	3,910.00	283.86	2,479.20	1,430.80
010-30-52010	Social Security	1,050.00	1,050.00	60.86	522.42	527.58
010-30-52020	PERS Retirement	3,050.00	3,050.00	215.56	1,007.07	2,042.93
010-30-52030	Worker's Comp./Disability Ins.	204.00	204.00	0.29	2.52	201.48
010-30-52040	Health, Dental, Life Ins.	2,350.00	2,350.00	156.91	1,342.80	1,007.20
010-50-51301	Planning Assistant	5,463.00	5,463.00	269.50	3,486.90	1,976.10
010-50-52010	Social Security	405.00	405.00	19.78	258.69	146.31
010-50-52020	PERS Retirement	1,710.00	1,710.00	70.23	1,050.87	659.13
010-50-52030	Worker's Comp./Disability Ins.	10.00	10.00	0.10	1.23	8.77
010-50-52040	Health, Dental, Life Ins.	1,637.00	1,637.00	62.09	728.22	908.78
010-50-61231	Tsunami Resilience Grant	0.00	0.00	0.00	-100.00	100.00
010-50-62120	Subdivision Engineering Contra	14,000.00	14,000.00	0.00	0.00	14,000.00
010-50-62150	Planning Contract	15,000.00	15,000.00	0.00	13,781.09	1,218.91
010-50-62160	Professional Services	300.00	300.00	5.85	1,472.31	-1,172.31
010-50-62175	Legal Services	1,000.00	1,000.00	0.00	325.00	675.00
010-50-62230	Postage	500.00	500.00	0.00	84.62	415.38
010-50-62343	Travel & Training / Meetings	250.00	250.00	0.00	0.00	250.00
010-50-62410	Advertising	250.00	250.00	0.00	396.00	-146.00
010-60-61210	Office & Operating Supplies	9,000.00	9,000.00	267.50	6,341.03	2,658.97
010-60-61220	Office Equip. Leases	1,725.00	1,725.00	284.84	1,281.78	443.22
010-60-61230	Software Maintenance	8,886.00	8,886.00	0.00	6,834.79	2,051.21
010-60-62100	Bank Charges	4,000.00	4,000.00	0.10	5,279.35	-1,279.35
010-60-62110	Auditing & Accounting	11,000.00	11,000.00	4,301.00	24,938.38	-13,938.38
010-60-62140	Computer Services	500.00	500.00	420.00	2,981.19	-2,481.19
010-60-62160	Professional Services	1,500.00	1,500.00	0.00	1,966.44	-466.44
010-60-62175	Legal Services	14,400.00	14,400.00	1,200.00	12,752.00	1,648.00
010-60-62180	Port Orford Rural Fire Dist.	53,946.00	53,946.00	0.00	43,724.00	10,222.00
010-60-62190	Curry County 911 Dispatch Service	30,900.00	30,900.00	0.00	15,450.00	15,450.00
010-60-62220	Internet Access	1,200.00	1,200.00	112.97	1,004.31	195.69
010-60-62230	Postage	700.00	700.00	92.58	1,506.81	-806.81
010-60-62343	Travel & Training / Meetings	6,000.00	6,000.00	72.54	458.26	5,541.74
010-60-62410	Advertising	800.00	800.00	0.00	0.00	800.00
010-60-62610	Insurance & Bonds	18,348.00	18,348.00	0.00	9,231.86	9,116.14
010-60-62740	Electricity	13,500.00	13,500.00	1,091.37	7,717.23	5,782.77
010-60-62805	R & M City Hall	20,000.00	20,000.00	69.76	4,791.45	15,208.55
010-60-62819	Municipal Code Book	0.00	0.00	0.00	1,100.30	-1,100.30
010-60-62835	Small Tools and Minor Equip.	5,000.00	5,000.00	0.00	668.78	4,331.22
010-60-62920	Dues & Memberships	700.00	700.00	0.00	0.00	700.00
010-60-62930	Custodial Services	2,907.00	2,907.00	242.26	2,193.11	713.89
010-60-62935	Custodial Supplies	500.00	500.00	60.66	221.23	278.77
010-60-62936	Miscellaneous	2,000.00	2,000.00	0.00	932.67	1,067.33
010-60-91114	Transfer to Parks Fund	35,000.00	35,000.00	0.00	0.00	35,000.00
010-60-91120	Transfer to Public Safety Fund	230,000.00	230,000.00	0.00	0.00	230,000.00
010-60-91142	Transfer to Streets Capital Improvement	27,845.00	27,845.00	0.00	0.00	27,845.00
010-60-98500	Contingency	81,845.00	81,845.00	0.00	0.00	81,845.00
010-60-99000	Unappropriated Reserves	27,949.00	27,949.00	0.00	0.00	27,949.00
	Expense Total:	929,383.00	929,383.00	16,477.21	294,001.16	635,381.84
	Fund: 010 - GENERAL FUND Surplus (Deficit):	0.00	0.00	14,029.30	646,214.53	
	Fund: 014 - PARKS FUND					
	Revenue					
014-00-40100	Prior Year Fund Balance	95,966.00	95,966.00	0.00	0.00	95,966.00
014-00-41410	Transient Lodging Tax	100,000.00	100,000.00	2,627.76	99,578.65	421.35

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
014-00-42010	Interest on Investments	500.00	500.00	0.00	569.63	-69.63
014-00-43415	DLCD Grant	0.00	0.00	0.00	35.00	-35.00
014-00-43419	Buffington Park Playground Upgrade	0.00	0.00	0.00	25,518.98	-25,518.98
014-00-43420	OR Marine Board Grant	3,900.00	3,900.00	0.00	0.00	3,900.00
014-00-44410	Rent - Community Building	1,000.00	1,000.00	0.00	0.00	1,000.00
014-00-44420	American Legion Income/Rent	2,500.00	2,500.00	0.00	175.00	2,325.00
014-00-44430	Visitor Center Rental	600.00	600.00	0.00	0.00	600.00
014-00-44435	Battle Rock Binocular Receipts	250.00	250.00	0.00	0.00	250.00
014-00-46110	Transfer from General Fund	35,000.00	35,000.00	0.00	0.00	35,000.00
014-00-46880	Reimbursements	700.00	700.00	0.00	260.84	439.16
014-00-46890	Contributions Fort Point	20,000.00	20,000.00	2,445.28	2,000.00	18,000.00
	Revenue Total:	260,416.00	260,416.00	5,073.04	128,138.10	132,277.90
Expense						
014-00-51505	PW Superintendent	4,920.00	4,920.00	824.76	7,025.21	-2,105.21
014-00-51600	WWTP Operator	203.00	203.00	120.00	726.01	-523.01
014-00-51750	Seasonal Maint. Worker	7,253.00	7,253.00	0.00	3,928.89	3,324.11
014-00-51800	Maintenance Worker #1	4,760.00	4,760.00	350.23	3,314.59	1,445.41
014-00-51801	Utility Worker #3	2,932.00	2,932.00	190.16	1,880.19	1,051.81
014-00-51810	Maintenance Worker #2	5,523.00	5,523.00	434.41	3,917.69	1,605.31
014-00-51900	Utility Worker #2	2,842.00	2,842.00	0.00	0.00	2,842.00
014-00-52010	Social Security	1,904.00	1,904.00	140.86	1,537.98	366.02
014-00-52020	PERS Retirement	4,203.00	4,203.00	468.92	4,205.25	-2.25
014-00-52030	Worker's Comp./Disability Ins.	3,076.00	3,076.00	0.67	1,622.27	1,453.73
014-00-52040	Health, Dental, Life Ins.	11,569.00	11,569.00	546.86	4,528.11	7,040.89
014-00-52050	Unemployment Insurance	5,125.00	5,125.00	0.00	0.00	5,125.00
014-00-53014	Charge to Parks	8,485.00	8,485.00	0.00	0.00	8,485.00
014-00-55800	Accrued Sick Leave	0.00	0.00	0.00	-1,094.58	1,094.58
014-00-61210	Office & Operating Supplies	1,000.00	1,000.00	0.00	48.00	952.00
014-00-61260	Uniforms	50.00	50.00	0.00	28.36	21.64
014-00-61340	Fuel (Equip & Vehicles)	2,000.00	2,000.00	0.00	1,315.51	684.49
014-00-61360	Heating Fuel-Community Bldg	2,000.00	2,000.00	0.00	19.85	1,980.15
014-00-61361	Heating fuel - American Legion	2,000.00	2,000.00	0.00	0.00	2,000.00
014-00-62110	Auditing & Accounting	900.00	900.00	403.70	2,341.63	-1,441.63
014-00-62160	Professional Services	700.00	700.00	0.00	100.78	599.22
014-00-62165	Tourism & Beautification Grant	15,000.00	15,000.00	0.00	2,159.00	12,841.00
014-00-62210	Telephone	375.00	375.00	28.81	262.03	112.97
014-00-62220	Internet Access	800.00	800.00	280.94	930.48	-130.48
014-00-62410	Advertising	150.00	150.00	0.00	0.00	150.00
014-00-62415	Business Promotion	36,967.00	36,967.00	0.00	0.00	36,967.00
014-00-62610	Insurance & Bonds	1,439.00	1,439.00	0.00	757.63	681.37
014-00-62740	Electricity	2,850.00	2,850.00	153.40	2,818.06	31.94
014-00-62744	Electricity-Legion Hall	1,500.00	1,500.00	111.94	111.94	1,388.06
014-00-62745	Electricity-Community Bldg	700.00	700.00	46.81	46.81	653.19
014-00-62812	R & M - Battle Rock	2,000.00	2,000.00	112.11	2,162.44	-162.44
014-00-62813	R & M - A-Frame	500.00	500.00	0.00	0.00	500.00
014-00-62814	R & M - Comm. Building	1,000.00	1,000.00	0.00	141.62	858.38
014-00-62817	R & M Visitor Center	2,000.00	2,000.00	108.77	701.91	1,298.09
014-00-62825	R & M - Buffington	4,875.00	4,875.00	203.83	1,141.48	3,733.52
014-00-62827	R & M - American Legion	1,000.00	1,000.00	0.00	855.95	144.05
014-00-62829	R & M - 12th St. Boat Ramp	1,500.00	1,500.00	0.00	294.88	1,205.12
014-00-62835	Small Tools & Minor Equipment	1,500.00	1,500.00	0.00	929.86	570.14
014-00-62836	Comm Bldg S Tools & Minor Equip	2,132.00	2,132.00	0.00	0.00	2,132.00
014-00-62837	Amer Legion S Tools & Minor Eq	8,893.00	8,893.00	0.00	0.00	8,893.00
014-00-62840	Vehicles & Equipment Maint.	1,500.00	1,500.00	0.00	312.41	1,187.59
014-00-62842	Parks Committee Projects	9,663.00	9,663.00	2,495.00	2,495.00	7,168.00
014-00-62846	Skate Park Committee Projects	436.00	436.00	0.00	0.00	436.00
014-00-62847	Binocular Rent	260.00	260.00	0.00	0.00	260.00
014-00-62930	Custodial Services	15,694.00	15,694.00	1,307.74	12,201.11	3,492.89
014-00-62935	Custodial Supplies	0.00	0.00	0.00	83.79	-83.79

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
014-00-62942 Reimbursements / Refunds	0.00	0.00	0.00	483.00	-483.00
014-00-62945 Charge to Parks.	5,538.00	5,538.00	0.00	0.00	5,538.00
014-00-72040 Battle Rock Parks Trails	30,000.00	30,000.00	2,445.28	2,445.28	27,554.72
014-00-98500 Contingency	40,699.00	40,699.00	0.00	0.00	40,699.00
Expense Total:	260,416.00	260,416.00	10,775.20	66,780.42	193,635.58
Fund: 014 - PARKS FUND Surplus (Deficit):	0.00	0.00	-5,702.16	61,357.68	
Fund: 020 - PUBLIC SAFETY					
Revenue					
020-00-40100 Prior Year Fund Balance	101,296.00	101,296.00	0.00	0.00	101,296.00
020-00-41120 Property Taxes-Prior	8,000.00	8,000.00	469.96	3,031.62	4,968.38
020-00-41130 Public Safety Tax Option	248,059.00	248,059.00	0.00	2,502.84	245,556.16
020-00-42010 Interest on Investments	1,000.00	1,000.00	0.00	-231.78	1,231.78
020-00-43430 Police Grants	0.00	0.00	0.00	215.64	-215.64
020-00-44190 Professional Services	50.00	50.00	0.00	0.00	50.00
020-00-44191 Burning Permit	250.00	250.00	65.00	320.00	-70.00
020-00-45150 Insurance/Reimbursement	100.00	100.00	0.00	105.00	-5.00
020-00-46110 Transfer From General Fund	230,000.00	230,000.00	0.00	0.00	230,000.00
020-00-46210 Miscellaneous Receipts	0.00	0.00	150.00	348.94	-348.94
Revenue Total:	588,755.00	588,755.00	684.96	6,292.26	582,462.74
Expense					
020-00-51100 Overtime	8,000.00	8,000.00	441.89	12,151.75	-4,151.75
020-00-51120 On Call Pay	6,240.00	6,240.00	661.50	6,966.75	-726.75
020-00-51520 Police Chief	67,288.00	67,288.00	5,733.76	49,998.35	17,289.65
020-00-51740 Police Sergeant	0.00	0.00	4,574.40	22,586.11	-22,586.11
020-00-51755 Police Officer #2	51,671.00	51,671.00	4,004.80	38,833.56	12,837.44
020-00-51756 Traffic Officer	56,202.00	56,202.00	0.00	14,178.74	42,023.26
020-00-51757 Police Officer #3	53,201.00	53,201.00	4,164.80	39,796.46	13,404.54
020-00-51850 Police Officer #4	0.00	0.00	1,643.51	14,760.96	-14,760.96
020-00-52010 Social Security	19,030.00	19,030.00	1,584.81	14,810.57	4,219.43
020-00-52020 PERS Retirement	72,715.00	72,715.00	6,164.42	58,313.98	14,401.02
020-00-52030 Worker's Comp./Disability Ins.	12,571.00	12,571.00	6.18	6,416.59	6,154.41
020-00-52040 Health, Dental, Life Ins.	51,662.00	51,662.00	3,638.27	35,286.36	16,375.64
020-00-53020 Charge to Public Safety	27,117.00	27,117.00	0.00	0.00	27,117.00
020-00-55800 Vacation Expense	0.00	0.00	0.00	-20,394.28	20,394.28
020-00-61210 Office & Operating Supplies	2,000.00	2,000.00	0.00	1,793.21	206.79
020-00-61260 Uniforms	3,900.00	3,900.00	0.00	622.50	3,277.50
020-00-61270 Reserves Uniforms	500.00	500.00	0.00	0.00	500.00
020-00-61340 Fuel (Equip & Vehicles)	12,000.00	12,000.00	127.47	8,265.02	3,734.98
020-00-62110 Auditing & Accounting	2,100.00	2,100.00	924.00	5,357.60	-3,257.60
020-00-62140 Computer Services	0.00	0.00	0.00	109.00	-109.00
020-00-62175 Legal Services	250.00	250.00	0.00	0.00	250.00
020-00-62210 Telephone	5,500.00	5,500.00	164.76	3,701.51	1,798.49
020-00-62230 Postage	300.00	300.00	16.35	198.14	101.86
020-00-62343 Travel & Training / Meetings	3,500.00	3,500.00	0.00	100.00	3,400.00
020-00-62410 Advertising	150.00	150.00	0.00	0.00	150.00
020-00-62610 Insurance & Bonds	11,193.00	11,193.00	0.00	5,864.61	5,328.39
020-00-62835 Small Tools & Minor Equipment	2,000.00	2,000.00	0.00	17.99	1,982.01
020-00-62840 Vehicles & Equipment Maint.	5,000.00	5,000.00	64.99	4,307.11	692.89
020-00-62910 Investigation Expense	100.00	100.00	0.00	0.00	100.00
020-00-62920 Dues & Memberships	550.00	550.00	0.00	204.15	345.85
020-00-63215 Justice System	6,900.00	6,900.00	3,273.00	6,132.00	768.00
020-00-63216 King's Online	900.00	900.00	0.00	375.00	525.00
020-00-63223 Lexipol	1,750.00	1,750.00	408.00	2,224.00	-474.00
020-00-74020 Police Cruisers	70,000.00	70,000.00	0.00	0.00	70,000.00
020-00-98500 Contingency	34,265.00	34,265.00	0.00	0.00	34,265.00
Expense Total:	588,555.00	588,555.00	37,596.91	332,977.74	255,577.26
Fund: 020 - PUBLIC SAFETY Surplus (Deficit):	200.00	200.00	-36,911.95	-326,685.48	

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Fund: 030 - WATER ENTERPRISE FUND						
Revenue						
030-00-40100	Prior Year Fund Balance	164,086.00	164,086.00	0.00	0.00	164,086.00
030-00-42010	Interest on Investments	1,000.00	1,000.00	0.00	421.18	578.82
030-00-43440	ARAP Grant	256,000.00	256,000.00	0.00	0.00	256,000.00
030-00-44109	Designated for Reserves	63,266.00	63,266.00	5,109.31	51,949.13	11,316.87
030-00-44110	Water Usage	416,580.00	416,580.00	33,882.36	304,708.47	111,871.53
030-00-44111	Door Hanger Fees	2,200.00	2,200.00	25.00	1,225.00	975.00
030-00-44112	Past Due Fees	13,000.00	13,000.00	765.00	8,625.00	4,375.00
030-00-44113	Contractor Water Usage	300.00	300.00	50.00	50.00	250.00
030-00-44114	Reconnect Fee	1,000.00	1,000.00	0.00	765.00	235.00
030-00-44116	Curtalement Fees	0.00	0.00	1,252.00	1,252.00	-1,252.00
030-00-44210	Water Connection Fees	4,014.00	4,014.00	0.00	5,352.00	-1,338.00
030-00-45010	Irrigation Meters	196.00	196.00	0.00	1,100.00	-904.00
030-00-45500	Restricted Cash-Deposits	2,000.00	2,000.00	-50.00	-100.00	2,100.00
030-00-46210	Miscellaneous Receipts	500.00	500.00	0.00	54.00	446.00
030-00-46261	Transfer From Water SDC	150,000.00	150,000.00	0.00	0.00	150,000.00
030-00-46880	Reimbursements	1,000.00	1,000.00	0.00	0.00	1,000.00
030-00-46885	Bad Debt Received	0.00	0.00	0.00	38.27	-38.27
	Revenue Total:	1,075,142.00	1,075,142.00	41,033.67	375,440.05	699,701.95
Expense						
030-00-51100	Overtime	8,000.00	8,000.00	1,029.47	15,657.27	-7,657.27
030-00-51120	On Call Pay	0.00	0.00	169.50	2,169.00	-2,169.00
030-00-51210	City Administrator	19,550.00	19,550.00	1,293.60	10,995.60	8,554.40
030-00-51300	Office Clerk	17,870.00	17,870.00	872.97	14,139.69	3,730.31
030-00-51350	Accounting Assistant	6,425.00	6,425.00	326.80	3,257.03	3,167.97
030-00-51400	Accountant	11,058.00	11,058.00	0.00	5,480.82	5,577.18
030-00-51505	PW Superintendent	63,123.00	63,123.00	3,122.28	26,595.17	36,527.83
030-00-51600	WWTP Operator	1,502.00	1,502.00	80.00	484.00	1,018.00
030-00-51800	Maintenance Worker #1	21,801.00	21,801.00	1,751.20	16,573.19	5,227.81
030-00-51801	Utility Worker #3	34,055.00	34,055.00	2,471.98	24,442.00	9,613.00
030-00-51810	Maintenance Worker #2	14,962.00	14,962.00	1,158.40	10,447.11	4,514.89
030-00-51900	Utility Worker #2	24,748.00	24,748.00	0.00	0.00	24,748.00
030-00-52010	Social Security	15,329.00	15,329.00	893.04	9,533.74	5,795.26
030-00-52020	PERS Retirement	51,178.00	51,178.00	2,950.82	30,113.03	21,064.97
030-00-52030	Worker's Comp./Disability Ins.	9,262.00	9,262.00	4.75	4,690.36	4,571.64
030-00-52040	Health, Dental, Life Ins.	56,883.00	56,883.00	3,895.04	35,102.32	21,780.68
030-00-52050	Unemployment Insurance	10,000.00	10,000.00	0.00	0.00	10,000.00
030-00-55800	Vacation Expense	0.00	0.00	0.00	-9,096.16	9,096.16
030-00-61210	Office & Operating Supplies	3,000.00	3,000.00	104.81	1,521.74	1,478.26
030-00-61212	Water Purification Supplies	15,000.00	15,000.00	0.00	9,789.92	5,210.08
030-00-61220	Office Equip. Leases	1,129.00	1,129.00	0.00	846.99	282.01
030-00-61230	Software Maintenance	3,189.00	3,189.00	0.00	3,348.07	-159.07
030-00-61260	Uniforms	500.00	500.00	0.00	19.99	480.01
030-00-61340	Fuel (Equip & Vehicles)	4,000.00	4,000.00	0.00	2,209.67	1,790.33
030-00-62100	Bank Charges	3,500.00	3,500.00	883.66	2,710.34	789.66
030-00-62110	Auditing & Accounting	7,300.00	7,300.00	3,234.00	18,751.61	-11,451.61
030-00-62121	Engineering	500.00	500.00	67.00	11,487.25	-10,987.25
030-00-62160	Contract Services	7,800.00	7,800.00	500.00	4,500.00	3,300.00
030-00-62210	Telephone	7,100.00	7,100.00	405.62	4,731.54	2,368.46
030-00-62220	Internet Access	720.00	720.00	0.00	259.96	460.04
030-00-62230	Postage	2,180.00	2,180.00	376.52	2,221.64	-41.64
030-00-62343	Travel & Training / Meetings	1,500.00	1,500.00	0.00	0.00	1,500.00
030-00-62610	Insurance & Bonds	8,591.00	8,591.00	0.00	4,910.56	3,680.44
030-00-62740	Electricity	35,000.00	35,000.00	2,578.36	20,960.50	14,039.50
030-00-62811	Repairs/Maint-WTP	10,000.00	10,000.00	6,973.95	21,135.31	-11,135.31
030-00-62816	Repairs & Maintenance Pump St	15,000.00	15,000.00	13,885.57	21,207.60	-6,207.60
030-00-62830	Repairs & Maint.-Water Lines	16,000.00	16,000.00	91.46	375.47	15,624.53
030-00-62835	Small Tools & Minor Equipment	5,000.00	5,000.00	11.96	672.02	4,327.98

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
030-00-62840	Vehicles & Equipment Maint.	10,000.00	10,000.00	50.00	1,666.87	8,333.13
030-00-62844	Meter Repairs	10,000.00	10,000.00	0.00	6,053.63	3,946.37
030-00-62845	Repairs/Maint.(Test Equipment)	0.00	0.00	0.00	2,730.40	-2,730.40
030-00-62912	Dues & OR Statutes	1,000.00	1,000.00	0.00	448.60	551.40
030-00-62925	Permits	3,000.00	3,000.00	0.00	2,789.39	210.61
030-00-62936	Miscellaneous	150.00	150.00	0.00	0.00	150.00
030-00-62943	Reimbursements / Deposits	2,000.00	2,000.00	0.00	0.00	2,000.00
030-00-62980	Lab Equipment & Supplies	2,800.00	2,800.00	0.00	378.13	2,421.87
030-00-62990	Testing	5,000.00	5,000.00	90.00	4,540.42	459.58
030-00-63110	Bad Debt Expense	0.00	0.00	136.34	136.34	-136.34
030-00-73030	Deady Street North	406,000.00	406,000.00	0.00	0.00	406,000.00
030-00-73031	Improvements-Water	0.00	0.00	12.99	12.99	-12.99
030-00-73035	WTP-Improvements	0.00	0.00	104.99	3,265.55	-3,265.55
030-00-73038	Hubbard Creek Impoundment	0.00	0.00	0.00	4,131.99	-4,131.99
030-00-97031	Transfer to Water Capital Reserves	52,670.00	52,670.00	0.00	0.00	52,670.00
030-00-97045	Transfer to Equip. Replace. Fu	10,000.00	10,000.00	0.00	0.00	10,000.00
030-00-98500	Contingency	39,767.00	39,767.00	0.00	0.00	39,767.00
030-00-99000	Unappropriated Reserves	20,000.00	20,000.00	0.00	0.00	20,000.00
	Expense Total:	1,075,142.00	1,075,142.00	49,527.08	358,398.66	716,743.34
	Fund: 030 - WATER ENTERPRISE FUND Surplus (Deficit):	0.00	0.00	-8,493.41	17,041.39	
Fund: 031 - WATER CAPITAL RESERVES						
Revenue						
031-00-40100	Prior Year Fund Balance	30,338.00	30,338.00	0.00	0.00	30,338.00
031-00-42010	Interest on Investments	400.00	400.00	0.00	101.20	298.80
031-00-46130	Transfer from Water Enterprise	52,670.00	52,670.00	0.00	0.00	52,670.00
	Revenue Total:	83,408.00	83,408.00	0.00	101.20	83,306.80
Expense						
031-00-98999	Reserved for Future Expenditures	83,408.00	83,408.00	0.00	0.00	83,408.00
	Expense Total:	83,408.00	83,408.00	0.00	0.00	83,408.00
	Fund: 031 - WATER CAPITAL RESERVES Surplus (Deficit):	0.00	0.00	0.00	101.20	
Fund: 035 - SEWER ENTERPRISE FUND						
Revenue						
035-00-40100	Prior Year Fund Balance	389,769.00	389,769.00	0.00	0.00	389,769.00
035-00-42010	Interest on Investments	2,500.00	2,500.00	0.00	940.10	1,559.90
035-00-44115	Designated for Reserves	68,198.00	68,198.00	5,741.93	57,833.76	10,364.24
035-00-44120	Sewer Usage	567,186.00	567,186.00	47,134.58	420,709.36	146,476.64
035-00-44213	Sewer Connection Fees	1,400.00	1,400.00	0.00	3,860.00	-2,460.00
035-00-45500	Restricted Cash-Deposits	2,000.00	2,000.00	50.00	0.00	2,000.00
035-00-46210	Miscellaneous Receipts	800.00	800.00	0.00	280.00	520.00
035-00-46236	Transfer from Sewer Capital Reserves	190,000.00	190,000.00	0.00	0.00	190,000.00
035-00-46262	Transfer From Sewer SDC	100,000.00	100,000.00	0.00	0.00	100,000.00
035-00-46885	Bad Debt Received	0.00	0.00	0.00	145.02	-145.02
	Revenue Total:	1,321,853.00	1,321,853.00	52,926.51	483,768.24	838,084.76
Expense						
035-00-51100	Overtime	3,000.00	3,000.00	0.00	0.00	3,000.00
035-00-51200	City Administrator	21,138.00	21,138.00	1,401.40	11,911.90	9,226.10
035-00-51300	Office Clerk	17,870.00	17,870.00	872.96	14,139.74	3,730.26
035-00-51350	Accounting Assistant	7,049.00	7,049.00	361.16	3,599.59	3,449.41
035-00-51400	Accountant	11,938.00	11,938.00	0.00	5,937.57	6,000.43
035-00-51505	PW Superintendent	6,394.00	6,394.00	765.84	6,523.33	-129.33
035-00-51600	WWTP Operator	48,102.00	48,102.00	3,800.00	22,989.99	25,112.01
035-00-51800	Maintenance Worker #1	3,598.00	3,598.00	254.73	2,410.70	1,187.30
035-00-51801	Utility Worker #3	4,877.00	4,877.00	418.34	4,136.40	740.60
035-00-51810	Maintenance Worker #2	7,731.00	7,731.00	579.20	5,223.56	2,507.44
035-00-52010	Social Security	10,460.00	10,460.00	612.50	5,625.97	4,834.03
035-00-52020	PERS Retirement	34,828.00	34,828.00	985.20	10,052.20	24,775.80
035-00-52030	Worker's Comp./Disability Ins.	4,597.00	4,597.00	3.53	2,425.76	2,171.24

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
035-00-52040	Health, Dental, Life Ins.	40,003.00	40,003.00	2,450.71	18,486.36	21,516.64
035-00-52050	Unemployment Insurance	5,000.00	5,000.00	0.00	0.00	5,000.00
035-00-55800	Vacation expense	0.00	0.00	0.00	-3,842.31	3,842.31
035-00-61210	Office & Operating Supplies	3,000.00	3,000.00	0.00	1,788.58	1,211.42
035-00-61220	Office Equip. Leases	1,129.00	1,129.00	0.00	846.99	282.01
035-00-61230	Software Maintenance	3,188.00	3,188.00	0.00	3,348.08	-160.08
035-00-61260	Uniforms	300.00	300.00	0.00	110.60	189.40
035-00-61340	Fuel (Equip & Vehicles)	3,500.00	3,500.00	0.00	2,044.48	1,455.52
035-00-62100	Bank Charges	3,500.00	3,500.00	883.67	2,960.32	539.68
035-00-62110	Auditing & Accounting	4,800.00	4,800.00	2,137.30	12,391.78	-7,591.78
035-00-62121	Engineering	2,000.00	2,000.00	0.00	0.00	2,000.00
035-00-62160	Contract Services	7,800.00	7,800.00	0.00	10,300.00	-2,500.00
035-00-62210	Telephone	3,700.00	3,700.00	254.12	2,384.69	1,315.31
035-00-62220	Internet Access	1,500.00	1,500.00	152.76	1,028.72	471.28
035-00-62230	Postage	2,600.00	2,600.00	376.51	2,050.61	549.39
035-00-62343	Travel & Training / Meetings	2,500.00	2,500.00	270.00	270.00	2,230.00
035-00-62610	Insurance & Bonds	8,208.00	8,208.00	0.00	4,321.29	3,886.71
035-00-62740	Electricity	33,000.00	33,000.00	2,217.74	19,650.62	13,349.38
035-00-62816	Repairs & Maint-Pump Station	15,600.00	15,600.00	26.93	11,785.06	3,814.94
035-00-62818	Repairs & Maint. - Sewer Lines	5,000.00	5,000.00	0.00	1,579.97	3,420.03
035-00-62821	Repairs & Maint-STP	20,000.00	20,000.00	293.49	19,678.65	321.35
035-00-62835	Small Tools & Minor Equipment	2,000.00	2,000.00	164.48	410.37	1,589.63
035-00-62840	Vehicles & Equipment Maint.	2,000.00	2,000.00	0.00	1,245.73	754.27
035-00-62845	Repairs/Maint.(Test Equipment)	1,550.00	1,550.00	0.00	206.84	1,343.16
035-00-62912	Dues & OR Statutes	250.00	250.00	0.00	0.00	250.00
035-00-62925	Permits	3,000.00	3,000.00	0.00	3,479.00	-479.00
035-00-62936	Miscellaneous	500.00	500.00	0.00	1,238.12	-738.12
035-00-62943	Reimbursements / Deposits	2,000.00	2,000.00	0.00	0.00	2,000.00
035-00-62980	Lab Equipment & Supplies	3,500.00	3,500.00	320.51	13,543.60	-10,043.60
035-00-62990	Testing	2,000.00	2,000.00	0.00	6.99	1,993.01
035-00-63110	Bad Debt Expense	0.00	0.00	168.88	168.88	-168.88
035-00-74070	Equipment-Sewer System	440,000.00	440,000.00	0.00	0.00	440,000.00
035-00-81210	Bond Principal	26,432.00	26,432.00	25,294.00	25,294.00	1,138.00
035-00-81222	Rev. Bond III Principal	49,081.00	49,081.00	0.00	0.00	49,081.00
035-00-82210	Bond Interest	22,484.00	22,484.00	23,622.00	23,622.00	-1,138.00
035-00-82222	Rev. Bond III Interest	84,171.00	84,171.00	0.00	0.00	84,171.00
035-00-97036	Transfer to Sewer Capital Reserves	51,763.00	51,763.00	0.00	0.00	51,763.00
035-00-97045	Transfer to Equip Replace Fund	10,000.00	10,000.00	0.00	0.00	10,000.00
035-00-98500	Contingency	68,443.00	68,443.00	0.00	0.00	68,443.00
035-00-98600	Bond Reserve - USDA 1996	48,916.00	48,916.00	0.00	0.00	48,916.00
035-00-98700	Bond Reserve-Revenue Bonds 04	133,252.00	133,252.00	0.00	0.00	133,252.00
035-00-99000	Unappropriated Reserves	22,601.00	22,601.00	0.00	0.00	22,601.00
	Expense Total:	1,321,853.00	1,321,853.00	68,687.96	275,376.73	1,046,476.27
	Fund: 035 - SEWER ENTERPRISE FUND Surplus (Deficit):	0.00	0.00	-15,761.45	208,391.51	
	Fund: 036 - SEWER CAPITAL RESERVES					
	Revenue					
036-00-40100	Prior Year Fund Balance	201,596.00	201,596.00	0.00	0.00	201,596.00
036-00-42010	Interest on Investments	2,000.00	2,000.00	0.00	668.87	1,331.13
036-00-46135	Transfer from Sewer Enterprise	51,763.00	51,763.00	0.00	0.00	51,763.00
	Revenue Total:	255,359.00	255,359.00	0.00	668.87	254,690.13
	Expense					
036-00-91135	Transfer to Sewer Enterprise	190,000.00	190,000.00	0.00	0.00	190,000.00
036-00-98999	Reserved for Future Expenditures	65,359.00	65,359.00	0.00	0.00	65,359.00
	Expense Total:	255,359.00	255,359.00	0.00	0.00	255,359.00
	Fund: 036 - SEWER CAPITAL RESERVES Surplus (Deficit):	0.00	0.00	0.00	668.87	
	Fund: 040 - STREET FUND					
	Revenue					
040-00-40100	Prior Year Fund Balance	89,795.00	89,795.00	0.00	0.00	89,795.00

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
040-00-41230	State Highway Tax	85,238.00	85,238.00	7,113.30	61,998.27	23,239.73
040-00-42010	Interest on Investments	500.00	500.00	0.00	212.20	287.80
040-00-43418	ODOT Grants	0.00	0.00	0.00	75,047.85	-75,047.85
040-00-44360	Street Use Fees/Deposits	2,400.00	2,400.00	0.00	0.00	2,400.00
	Revenue Total:	177,933.00	177,933.00	7,113.30	137,258.32	40,674.68
Expense						
040-00-51505	PW Superintendent	1,237.00	1,237.00	1,178.20	10,035.79	-8,798.79
040-00-51750	Seasonal Maint. Worker	9,451.00	9,451.00	0.00	5,208.14	4,242.86
040-00-51800	Maintenance Worker #1	10,570.00	10,570.00	827.84	7,834.58	2,735.42
040-00-51801	Utility Worker #3	8,767.00	8,767.00	722.56	7,144.55	1,622.45
040-00-51810	Maintenance Worker #2	9,539.00	9,539.00	723.99	6,529.41	3,009.59
040-00-52010	Social Security	3,335.00	3,335.00	253.55	2,713.01	621.99
040-00-52020	PERS Retirement	7,526.00	7,526.00	899.81	8,220.73	-694.73
040-00-52030	Worker's Comp./Disability Ins.	2,676.00	2,676.00	1.23	1,412.30	1,263.70
040-00-52040	Health, Dental, Life Ins.	18,641.00	18,641.00	1,011.09	8,691.49	9,949.51
040-00-52050	Unemployment Insurance	5,000.00	5,000.00	0.00	0.00	5,000.00
040-00-53040	Charge to Streets	16,470.00	16,470.00	0.00	0.00	16,470.00
040-00-55800	Accrued Sick Leave	0.00	0.00	0.00	-2,539.80	2,539.80
040-00-61210	Office & Operating Supplies	250.00	250.00	0.00	0.00	250.00
040-00-61260	Uniforms	20.00	20.00	0.00	0.00	20.00
040-00-61340	Fuel (Equip & Vehicles)	3,000.00	3,000.00	0.00	2,013.49	986.51
040-00-62121	Engineering	1,000.00	1,000.00	0.00	0.00	1,000.00
040-00-62610	Insurance & Bonds	5,649.00	5,649.00	0.00	2,974.40	2,674.60
040-00-62740	Electricity	1,500.00	1,500.00	51.20	758.43	741.57
040-00-62820	Repairs/Maintenance-Shop Yard	1,000.00	1,000.00	0.00	1,708.95	-708.95
040-00-62835	Small Tools & Minor Equipment	500.00	500.00	0.00	2,690.23	-2,190.23
040-00-62840	Vehicles & Equipment Maint.	2,500.00	2,500.00	0.00	1,224.01	1,275.99
040-00-62851	R & M - Streets	5,000.00	5,000.00	0.00	922.95	4,077.05
040-00-62942	Reimbursements / Refunds	2,400.00	2,400.00	0.00	0.00	2,400.00
040-00-73031	Improvements - Streets	20,000.00	20,000.00	0.00	73,871.96	-53,871.96
040-00-98500	Contingency	41,702.00	41,702.00	0.00	0.00	41,702.00
	Expense Total:	177,733.00	177,733.00	5,669.47	141,414.62	36,318.38
	Fund: 040 - STREET FUND Surplus (Deficit):	200.00	200.00	1,443.83	-4,156.30	
Fund: 042 - STREETS CAPITAL IMPROVEMENT						
Revenue						
042-00-40100	Prior Year Fund Balance	4,406.00	4,406.00	0.00	0.00	4,406.00
042-00-42010	Interest on Investments	200.00	200.00	0.00	14.45	185.55
042-00-46110	Transfer from General Fund	27,845.00	27,845.00	0.00	0.00	27,845.00
	Revenue Total:	32,451.00	32,451.00	0.00	14.45	32,436.55
Expense						
042-00-98999	Reserved for Future Expenditures	32,451.00	32,451.00	0.00	0.00	32,451.00
	Expense Total:	32,451.00	32,451.00	0.00	0.00	32,451.00
	Fund: 042 - STREETS CAPITAL IMPROVEMENT Surplus (Deficit):	0.00	0.00	0.00	14.45	
Fund: 045 - EQUIPMENT REPLACEMENT FUND						
Revenue						
045-00-40100	Prior Year Fund Balance	93,084.00	93,084.00	0.00	0.00	93,084.00
045-00-42010	Interest on Investments	800.00	800.00	0.00	308.73	491.27
045-00-46030	Transfer from Water Enterprise	10,000.00	10,000.00	0.00	0.00	10,000.00
045-00-46035	Transfer from Sewer Enterprise	10,000.00	10,000.00	0.00	0.00	10,000.00
	Revenue Total:	113,884.00	113,884.00	0.00	308.73	113,575.27
Expense						
045-00-74020	Service Vehicle	100,000.00	100,000.00	0.00	0.00	100,000.00
045-00-98999	Reserved for Future Expenditures	13,884.00	13,884.00	0.00	0.00	13,884.00
	Expense Total:	113,884.00	113,884.00	0.00	0.00	113,884.00
	Fund: 045 - EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	0.00	0.00	0.00	308.73	

Income Statement

For Fiscal: 2021-2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 061 - WATER SYSTEM DEVELOPMENT						
Revenue						
061-00-40100	Prior Year Fund Balance	485,806.00	485,806.00	0.00	0.00	485,806.00
061-00-42010	Interest on Investments	4,000.00	4,000.00	0.00	1,687.74	2,312.26
061-00-44350	System Development Charges	26,757.00	26,757.00	0.00	36,384.00	-9,627.00
	Revenue Total:	516,563.00	516,563.00	0.00	38,071.74	478,491.26
Expense						
061-00-91130	Transfer to Water Enterprise	150,000.00	150,000.00	0.00	0.00	150,000.00
061-00-98999	Reserved for Future Expenditures	366,563.00	366,563.00	0.00	0.00	366,563.00
	Expense Total:	516,563.00	516,563.00	0.00	0.00	516,563.00
	Fund: 061 - WATER SYSTEM DEVELOPMENT Surplus (Deficit):	0.00	0.00	0.00	38,071.74	
Fund: 062 - SEWER SYSTEM DEVELOPMENT						
Revenue						
062-00-40100	Prior Year Fund Balance	322,003.00	322,003.00	0.00	0.00	322,003.00
062-00-42010	Interest on Investments	3,000.00	3,000.00	0.00	1,122.34	1,877.66
062-00-44351	SDC Reimbursement Fees	13,503.00	13,503.00	0.00	22,950.00	-9,447.00
062-00-44361	SDC Improvement Fees	1,383.00	1,383.00	0.00	2,350.00	-967.00
	Revenue Total:	339,889.00	339,889.00	0.00	26,422.34	313,466.66
Expense						
062-00-91136	Transfer to Sewer Enterprise	100,000.00	100,000.00	0.00	0.00	100,000.00
062-00-98999	Reserved for Future Expenditures	239,889.00	239,889.00	0.00	0.00	239,889.00
	Expense Total:	339,889.00	339,889.00	0.00	0.00	339,889.00
	Fund: 062 - SEWER SYSTEM DEVELOPMENT Surplus (Deficit):	0.00	0.00	0.00	26,422.34	
	Total Surplus (Deficit):	400.00	400.00	-51,395.84	667,750.66	

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Planning

ITEM NO: 6 d.

The Planning Commission met on April 12th. We did not discuss Short Tern Vacation rentals per the discussion that was had at the March City Council meeting. However we did have a lengthy discussion on updating the code including adding ADU's. This is in the preliminary stages however it is being discussed. I have attached some suggestions that was made by Crystal for the Planning Commission Meeting.

The following plans were submitted to the City Planner for review and Approval

- 1) 1887 Jackson Street
- 2) 1078 Agate Beach Road
- 3) 977 9th Street
- 4) 710 Kings Street
- 5) 503 Kings Street
- 6) New Build on Sweet Way

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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MEMO

To: Krista Nieraeth
Port Orford Planning Commission

From: Crystal Shoji, AICP

Date: April 5, 2022

Subject: Residential Considerations

Here are definitions that provide a basis for uses to be considered for incorporation into the Port Orford Zoning/ Subdivision Ordinances to change the “landscape of the code relative to housing options.”

- ✓ Language that could be the basis for specifics within the code appear in **BOLD** font.
- ✓ Language that would be removed from our current code is shown with ~~cross-outs~~.
- ✓ Language that exists within our code that addresses housing options with no expectation for change is included with no bold or cross outs.

More Information:

- ✓ Some definitions are included for uses that are not currently permitted in Port Orford, but have been adopted in other small and large cities can be considered.
- ✓ Some definitions show suggested amendments to current language.
- ✓ Some definitions show current language in our code.

Definitions of housing types:

“Accessory dwelling unit (ADU)” means an interior, attached or detached residential structure with habitable space that provides shelter, cooking facilities, water and sanitary facilities that is used in connection with or that is accessory to a single-family dwelling. An ADU is not a motor vehicle or recreational vehicle. ADUs include, but may not be limited to the following examples:

- 1) Cottages that are detached structures. These may be free-standing accessory structures or detached garage conversions.
- 2) Apartments that are attached or are part of the primary dwelling such as apartments over a garage, additions to existing dwellings, attic spaces or other conversions.

“Apartment house.” See “Dwelling, multi-family.”

“Attached single-family house.” See “Rowhouse” or “Townhouse.”

“Cluster residential” means a development technique wherein house sites or structures are grouped closer together with the remainder of the tract left in it’s a natural state or as landscaped open space. ~~It does not necessarily have a mixture of housing types and uses, and is done in a unit, rather than planned phases.~~ Structures can be in **part of a** single ownership, ~~be~~ individually

owned, or be in condominium ownership. **See Chapter 17.28 Planned Unit Development (amendment).**

“Condominium” means property submitted under the provisions of ORS are submitted under ORS Chapter 100. **See Chapter 17.28 Planned Unit Development.**

“Dwelling **unit**, single-family” means a detached building containing ~~one dwelling unit~~ **independent living facilities for one or more persons with permanent provisions for living, sleeping, eating cooking and sanitation.**

“Duplex” or “Dwelling, two-family” means a **detached** building ~~designed for occupancy by two families, living separately. A two-family dwelling may also be referenced as a duplex~~ **containing two dwelling units.**

“Dwelling, multi-family” means a building containing three or more dwelling units on an individual lot, including, but not limited to multiplexes, apartments and condominiums.

~~“Family” means an individual or two or more persons related by blood, marriage, legal adoption or guardianship, living together in a dwelling unit in which board and lodging may also be provided for not more than four additional persons, excluding servants; or a group of not more than five persons, who need not be related by blood, marriage, legal adoption or guardianship living together in a dwelling unit.~~ **“Household” or “Family” means an individual, or two or more persons living together in a dwelling unit in which shelter, cooking facilities, water and sanitation are available.**

“Guest house” means a small detached accessory building without cooking facilities that is designed for and used to house nonpaying transient visitors or guests or the occupants of the primary dwelling on the lot.

Manufactured home” means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with Federal manufactured housing construction and safety standards and regulations in effect at the time of construction.

“Manufactured home park” means any place where four or more manufactured dwellings are located within 500 feet of one another on a lot, parcel or unit of land under the same ownership on a tenancy or lease basis, provided that each manufactured dwelling is not located on a single platted lot located within a subdivision, as defined in ORS Chapter 446.

“Mobile home” means a vehicle or structure constructed with wheels for movement on public highways, that has sleeping, cooking and plumbing facilities; is intended for human occupancy and permanent residential purposes and that met the Oregon Mobile Home Law in effect at the time of construction. The removal of the wheels does not alter this definition. A mobile home shall only be sited within an established mobile home park.

“Mobile home park” means a place where four or more mobile homes are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with securing the trade or patronage of such person. **State requirements are found in ORS 446.**

“Planned Community” means any subdivision under ORS 92.010 to 92.190 that results in a pattern of ownership of real property and all the buildings, improvements and rights located on or belonging to the real property and which is created under ORS 94.550 to 94.783.

“Planned unit development” means a single development in which a combination of uses compatible with the comprehensive plan and with neighboring properties is permitted subject to the procedural requirements of this title. ~~Some An examples are is a planned housing project with single-family, duplex and multiple-family homes, apartment houses, and a shopping center; or a recreation facilities complex including the principle uses, parking, sanitary facilities and concessions or other similar uses.~~ **other services to support the residential uses.**

“Prefabricated structure” means a building or subassembly which has been in whole or substantial part manufactured or assembled using closed construction at an off-site location to be wholly or partially assembled on-site; but does not include a manufactured structure.

~~“Recreational vehicle” means a vacation trailer or self-propelled vehicle or structure designed for frequent or constant highway use and for vacation recreational purposes, but not for normal residential purposes, and may be equipped with plumbing, sink or toilet.~~ **“Recreational vehicle” means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by rule by the Oregon Director of Transportation.**

“Recreational vehicle park” defined in ORS 197 means a place where two or more recreational vehicles, camping vehicles or trailers are located within 500 feet of one another on a lot, tract or parcel of land under common ownership and having as its primary purpose, the renting of space and related facilities for charge or fee, or the provision of space for free in connection with securing the patronage of a person. It does not mean an area designated only for picnicking or overnight camping or a manufactured dwelling park or mobile home park.

“Rowhouse” or “townhouse” means a dwelling unit constructed in a row of attached units separated by property lines and with open space on at least two sides. Rowhouses or townhouses could be permitted as a specific dwelling type within a Planned Unit Development under Chapter 17.28.

“Cottage dwelling” means a dwelling unit not less than 400 square feet or more than 1,000 square feet in floor area that is site-built/stick-built, manufactured or prefabricated, permanently anchored to a foundation, and provided with utility connections. The cottage dwelling is not designed to be movable or constructed on a wheeled chassis, nor is it a recreational vehicle, shipping container, trailer, tiny house on wheels, or other similar object.

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Port Orford Watershed Council
 April 6, 2022 6:30 PM via phone conference

In attendance: Linda Tarr, John Leuthe Mari Lochhaas, Kim Foster, Meg Humphrey and Ann Schmierer (Wild Rivers Land Trust)

With the change in our meeting date, we are approving minutes by email in the week after the meeting, so that they can be included in the Watershed Report to City Council, which meets on the third Thursday of the month. Materials for their packet have to be in by the Friday before their meeting date.

Recurring Business

Fire Prevention Planning Grant from Oregon Health Authority

This grant includes some gorse mitigation funding. Erin Minster, from the Soil and Water Conservation District, who contracted to do gorse work on the Sorenson parcel has still not been paid. This is seasonally sensitive work, which she would like to continue, but she won't continue unless she is sure that the funding stream functions.

This was addressed in a phone meeting with Jacquie Fern from DEQ, Jessica Ginsburg, and Tawni Bean from Business Oregon, and Linda Tarr from POWC. Jessica resent the emails to Business Oregon, requesting payment.

Erin is using ODOT money to continue working on the Sorenson this year.

The Planning aspect of this OHA grant is still to be done. We are planning a public outreach event in connection with that. But again, the funding bottle neck must be solved before Erin feels comfortable committing more time to this project.

Given the seasonal nature of this work, is it possible for the City to pay contractors and then be reimbursed by Business Oregon? Is there precedence for this payment procedure?

Forest Management Planning grant from Oregon Health Authority

The Forest Management Plan is the prerequisite for the Drinking Water State Revolving Fund loan to purchase the Wilson Parcel.

The grant was received in June of 2021. It is still yet to be used.

Help from DEQ resulted in the above mentioned phone meeting with Tawni Bean from Business Oregon, addressing why the funding procedure has not progressed. Ms. Bean said that the phone meeting and emails comprise the necessary message to Business Oregon that this is a priority for the City. Jessica resent the emails she had sent in November. The Scope of Work language has been completed, with DEQ's help.

(Business Oregon has a greatly increased work load with the millions in ARPA \$\$ it is processing.)

The lack of a Forest Management Plan has resulted in the City not following through on its commitment to pursue DWSRF funding to purchase the Wilson Parcel from The Conservation Fund. Linda Tarr communicated with John Wros about the reason for this. The next opportunity to apply is August. It is recommended, to avoid wasting money, that the City get its application completed for that August deadline.

Water Conservation Brochure

POWC will partner with Wild Rivers Land Trust, adding an action item for visitors to be able to contribute, through WRLT, for watershed protection efforts. This is a footnote in the overall message of conserving water. Mari Lochhaas suggests adding information about the importance of conservation for fire fighting capacity.

Brochure should be ready by end of April. POWC will partner with Main Street to distribute them.

Some discussion of the Port using untreated water for washing down boats. Also discussion of why taking water out of Garrison Lake has drawbacks for fire fighting. New Zealand Mud snails being an invasive species the fire department wants to keep out of its equipment.

Septic System Repair Funding for Low Income Residents in Watershed

The State has decided to prioritize wildfire recovery areas in the first round of funding. Miranda Grey, from South Coast Watershed Partners will pursue funding for our area in the next round.

Other discussion

Ann Schmierer from WRLT will be meeting with Marie Simonds from Wild Rivers Coast Alliance to discuss how Port Orford can be supported in protecting drinking water. This is particularly relevant to the remaining undeveloped property in the City's water shed that is possibly available for acquisition. City Administrative capacity is crucial to being able to access the federal state and private funding that is available for green infrastructure.

Jacquie Fern from DEQ suggested the CCD could help with administration capacity for funding. Brandi Medeiros is the contact person

Meeting adjourned 7:09 PM. (1st-Mari ; 2nd-John)

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Water Conservation Rates/ Leak Policy

ITEM NO: 7 A.

Water Rates in the City of Port Orford are very complicated to calculate. I have attached a sheet on how the water rates are calculated currently and I can talk you thru it if it is needed. The rates are not the highest on the coast. I have attached the rates from Garibaldi, Rockaway Beach, Cannon Beach and Yachats. Based on all the research I have completed the City of Port Orford needs to implement a rate structure that is less complicated and include water conservation rates into the structure.

In the City Municipal Code Chapter 13.04 Water Service System we do have a procedure for water leaks and how the adjustments are calculated. However, City Hall needs to be notified of the **BREAK**. We only give credit when it pertains to a break in the water lines. If a faucet is turned on and left on it does not qualify for an adjustment. If that is something that we would like to do then we also need to update this in the municipal code.

I have attached a guide that I found on Water Conservation Rate Structures. Please review this along with the current policies that the City of Port Orford in order to begin the discussion on the Water Rate Structures.

This is for discussion and direction on what the City Council wants to do going forward.

Attachments:

- 1) Port Orford Water Rate/ Curtailment Penalty Calculations
- 2) City of Garibaldi Water Rates: Residential and Commercial
- 3) City of Rockaway Beach Water Rates and Fees
- 4) City of Cannon Beach Water Rates
- 5) Yachats Water Rates
- 6) Conservation Oriented Rate Structure.
- 7) Chapter 13.04 Water Service System

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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WATER RATE/CURTAILMENT PENALTY CALCULATIONS

	<u>Normal Rate</u>	<u>Penalty Rate</u>
Base rate:	\$30.69	
Consumption rate:		
0 – 2,000	No charge	
2,001 – 5,000	\$ 8.10	\$16.20
5,001 – 10,000	\$ 10.16	\$20.32
10,001 – 20,000	\$ 11.20	\$22.40
Over 20,000	\$12.23	\$24.46

Your water bill consists of two components the base rate and the consumption charge. The base rate is the monthly charge you are billed regardless if you use water or not. The consumption rate is the charge per gallons of water used for the month.

In order to calculate your monthly water bill, begin with the base rate of \$30.69 then add to it the consumption charges. The new consumption rate is structured with an ascending scale; therefore, you need to break your water usage down into the corresponding usage blocks. For example:

If you used 1,900 gallons, your bill would be \$30.69.

Base Rate	\$30.69
Plus consumption	
0 – 2,000	<u>0</u>
Total	\$30.69

If you used 4,320 gallons, your bill would be \$49.48:

Base Rate	\$30.69
Plus consumption	
The first 2,000 gallons used	0
The last 2,320 gallons used (2,320 / 1,000 X \$8.10)	<u>18.79</u>
Total	49.48

If you used 6,500 gallons, your bill would be \$70.89:

Base Rate	\$30.69
Plus consumption	
The first 2,000 gallons used	0
The next 3,000 gallons used (3,000 / 1,000 X \$8.10)	24.30
The last 1,500 gallons used (1,500 / 1,000 X \$10.16)	<u>15.90</u>
Total	70.89

If you used 15,400 gallons, your bill would be \$166.27:

Base Rate	\$30.69
Plus consumption	
The first 2,000 gallons used	0
The next 3,000 gallons used (3,000 / 1,000 X \$8.10)	24.30
The next 5,000 gallons used (5,000 / 1,000 X \$10.16)	50.80
The last 5,400 gallons used (5,400 / 1,000 X \$11.20)	<u>60.48</u>
Total	166.27

CURTAILMENT PENALTY CALCULATION

If you used 4,320 gallons, your penalty will be \$37.58:

Base Rate	\$0.00
Plus consumption	
The first 2,000 gallons used	0
The last 2,320 gallons used (2,320 / 1,000 X \$16.20)	<u>\$37.58</u>
- Total	\$37.58

If you used 6,500 gallons, your penalty will be \$79.08:

Base Rate	\$0.00
Plus consumption	
The first 2,000 gallons used	0
The next 3,000 gallons used (3,000 / 1,000 X \$16.20)	\$48.60
The last 1,500 gallons used (1,500 / 1,000 X \$20.32)	<u>\$30.48</u>
Total	\$79.08

If you used 15,400 gallons, your penalty will be \$271.16:

Base Rate	\$0.00
Plus consumption	
The first 2,000 gallons used	0
The next 3,000 gallons used (3,000 / 1,000 X \$16.20)	\$48.60
The next 5,000 gallons used (5,000 / 1,000 X \$20.32)	\$101.60
The last 5,400 gallons used (5,400 / 1,000 X \$22.40)	<u>\$120.96</u>
Total	\$271.16



Residential Water Rates

The Residential Water and Sewer Rate for Garibaldi is \$74.50 per month for the first 4,000 gallons of water. New accounts require a deposit equivalent to one month of service, refundable by request after 12 months of on time payments.

If you have any questions or concerns, please call the Utility Billing Clerk at (503)322-3327.

Water Rates

For a single-family residence, the base water rate is \$24.50 for 4,000 gallons, and an additional \$2.75 per each additional 1,000 gallons. Click on the link for more information on the [water rate structure \(PDF\)](#).

Sewer Rates

For a single-family residence, the base sewer rate is \$50. Click on the link for more information on the [sewer rate structure \(PDF\)](#).

Deposits

A deposit, pursuant to [GMC13.05.020](#) is required for all new applicants and equals the minimum monthly charge. For a single-family residence, the minimum monthly charge is \$74.50. This deposit can be applied to your account after one year of timely payments or posted against the final bill upon closing and the balance, if any, is refunded to the customer.



Commercial Water Rates

Water Rates

Commercial water rates vary based on meter size.

Meter Size	Base Rate	Base Gallons	Overage Rate
3/4"	\$24.50	4,000	\$3
1"	\$36.75	8,000	\$3
1 - 1/2"	\$49.00	12,000	\$3
2"	\$73.50	16,000	\$3
3"	\$98.00	32,000	\$4
4"	\$196.00	64,000	\$2.50

View a breakdown of the [water rates' structure \(PDF\)](#).

Sewer Rates

Commercial users are charged \$43.75 for each residential equivalent unit (REU). REU's are determined by dividing a commercial customer's usage in the prior year by 4,000 gallons and 12 months (or 48,000). This number is rounded up, and represents the equivalent usage of a single family residence. Please contact Garibaldi City Hall for more details.

You can also download a breakdown of the [sewer rates \(PDF\)](#).

Deposits

A deposit, pursuant to [GMC13.05.020](#) is required for all new applicants. The deposit for a commercial business would be based on the monthly minimum charge, and can be determined by contacting City Hall at 503-322-3327 ext. 1.

RESOLUTION 2011-20

A RESOLUTION ADJUSTING THE RATE STRUCTURE FOR THE GARIBALDI WATER SYSTEM, SETTING NEW RATES, AND ESTABLISHING CRITERIA FOR ANNUAL RATE INCREASES

WHEREAS, the City of Garibaldi provides and maintains water utility service for its citizens and businesses through Garibaldi Municipal Code 13.05, and enacted through Ord. 184, on 12 August 1991 and last amended 20 December 2004, prescribing rules, regulations and methods for establishing rates for water service; and

WHEREAS, fees for residential and commercial users were last set by Resolution 2010-22 adopted 19 July 2010; and

WHEREAS, the Garibaldi City Council held a workshop on 6 June 2011 to review the existing rate structure for water service as compared to similar coastal communities; and

WHEREAS, the Garibaldi City Council held a town hall meeting on 11 July 2011 to discuss a proposed rate structure for water service that aligns Garibaldi's water rates to similar coastal communities; and

WHEREAS, the Garibaldi City Council has directed the City Manager to adjust the City's water service rates to be comparable to similar coastal cities, while providing for sufficient revenue to adequately operate the City's water system; NOW, THEREFORE

THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:

Section 1. For the purpose of this resolution the following terms are defined:

1. *Water Service*: references the size of water pipe used to provide service to a property or building. This designation may also reference the actual water meter and its corresponding size. For the purpose of this rate structure meters that have designated as 5/8" meters will be treated as 3/4" meters.
2. *Base Rate*: is the minimum charge each month for a water service based on the *Water Service*.
3. *Base Gallons*: is the minimum amount of gallons included with a *Base Rate* each month for a *Water Service*.
4. *Overage Rate*: is the amount that is charged per thousand gallons of water used over the *Base Gallons* in any given month.

Section 2. Effective as of the passage of this resolution, Water System Charges shall be changed as follows:

Water Service	Base Rate	Base Gallons	Overage Rate
Residential 3/4"	\$24.50	4,000	\$2.75
Commercial 3/4"	\$24.50	4,000	\$3.00
Commercial 1"	\$36.75	8,000	\$3.00
Commercial 1- 1/2"	\$49.00	12,000	\$3.00
Commercial 2"	\$73.50	16,000	\$3.00
Commercial 3"	\$98.00	32,000	\$3.00
Commercial 4"	\$196.00	64,000	\$2.50
Commercial 6"	\$784.00	128,000	\$2.50

Section 3. The City Manager is hereby instructed to adjust water service rates each year on July 1, beginning 1 July 2012, in an amount ranging from a zero percent (0%) to three percent (3%) increase above the established rate of the prior year. The City Manager will determine an increase based on actual

Utility Fees**Resolution 15-638 Exhibit A****Water Connection Fees:**

Paved	\$2,265.00
Unpaved	\$1,650.00
Push/Bore	\$1,330.00
Subdivision	\$300.00

Sewer Connection Fees:

Paved	\$2,550.00
Unpaved	\$1,610.00
Subdivision	\$220.00

System Development Charges:

Water	\$6,477.00
Sewer	\$4,123.00
SDC Loan Fee	\$800.00
Interest Rate	24% ARP

Residential Bi-Monthly Charges - In City

Water Basic Charge	\$89.74
Over 1600 C.F. of Water	\$2.40 / 100 C.F.
Sewer Basic Charge	\$101.60
Over 1600 C.F. of Water	\$2.60 / 100 C.F.

Residential Bi-Monthly Charges - Rural

Water	
Basic Charge	\$95.57
Over 1600 C.F. of Water	\$2.40 / 100 C.F.

Miscellaneous Charges:

Account Change	\$65.00
Turn Service On	\$100.00
Turn Service Off	\$100.00
Collection Fee	\$50.00

Court FeesOther Services Fees

Business License, Copies of documents and maps, Lien & Record Search, Licenses, etc.

Permit & Review Fees

City of Cannon Beach Resolution **No. 21-17**, Adopted on June 1, 2021 with an effective date of July 1, 2021 establishing Water, Wastewater, and Storm Drain rates with an effective date of July 1, 2021.

Water

Meter Size	Base Rate Amount	Base Rate allowance
3/4"	25.17	400
1"	62.93	400
1 1/2"	125.85	400
2"	201.36	400
3"	402.72	400
4"	629.25	400
6"	1,258.50	400
Irrigation Line	50.34	400

Your billing will never be less than the "Base Rate Amount". Consumption over 400 cubic feet is charged at \$6.29 per 100 cubic feet.

Wastewater

Meter Size	Base Rate Amount	Base Rate allowance
3/4"	27.11	400
1"	67.78	400
1 1/2"	135.55	400
2"	216.88	400
3"	433.76	400
4"	677.75	400
6"	1,355.50	400

Your billing will never be less than the "Base Rate Amount". Consumption over 400 cubic feet is charged at \$6.78 per 100 cubic feet.

Storm Drain

Monthly fee for one-single-family unit (sfu)	9.22
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Living facility – use 44 percent of the city's water and cover about 25 percent of the overall cost.

How water billing works

The city currently charges its 858 residential customers a base rate of \$48.24 a month for two units (1,496 gallons) of water. Additional charges begin once the customer uses more than two units.

Those residential customers have a meter 5/8ths inches in size.

The city has 30 commercial customers, 23 of which have a 5/8th-inch meter, and seven others with meters ranging from 1-4 inches.

Under the new water rate proposal, the city's base rate would be based on the size of the meter and involve no changes for residential customers. But the base rate would jump to \$530 to \$675 a month for the businesses with the three- and four-inch meters and \$140 for businesses with the one-inch meter.

The charges for consumption above two units a month would also rise substantially. To cover costs and provide enough money for yearly maintenance, the consultant recommended that the city's consumption rate rise to \$8.55 up to \$12 from the current \$5.33 for every unit of water used after the initial two units.

That would not affect most households, which generally use less than allowed under the base rate, Tice said.

The biggest hit would be on the big users, some of which use hundreds of thousands of gallons a month to serve guests, do laundry or fill swimming pools. Those would be allowed up to 28 units (21,000 gallons) a month but be charged at an accelerating rate for each additional unit of water up to \$12 per unit after eight units.

"By doing nothing you'll be 14 percent short," Tice told the council, adding that the proposed rate structure provides "fair and equitable cost per unit across the board."

Commission, councilors react

Bob Bennett, chair of the Public Works and Streets Commission, told the council that his group had seen Tice's report at its Tuesday meeting and recommended going forward. The commission had been pressing the council for months to fix the 2016 billing mistakes but to also warn the large water customers they could see their bills increase substantially.

Councilor Leslie Vaaler said she was concerned about residents subsidizing business' water use, but wondered if there was a way to gradually adjust rates for those users.

"In principle I'm OK with it (changing rate methods)," she said. "But I also don't want to

CONSERVATION-ORIENTED RATE STRUCTURES

EPD Guidance Document
AUGUST 2007

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Georgia Environmental Protection Division
Watershed Protection Branch

Guidance Document Conservation-Oriented Rate Structures

**Developed by the Georgia Environmental Protection Division (EPD)
To support the “Coastal Georgia Water and Wastewater Permitting Plan for Managing
Saltwater Intrusion”**

August 2007

This guidance document is intended for local and regional water providers in the 24-county area of Georgia’s coast addressed in the “Coastal Georgia Water and Wastewater Permitting Plan for Managing Saltwater Intrusion”, referred to hereafter as the 2006 Coastal Permitting Plan”. It applies to the following categories of public/private drinking water suppliers:

- Privately Owned or Operated Public Community Drinking Water Systems with ONLY an Operating Permit;
- Public Community Water Systems with Water Withdrawal and/or Operating Permits;
- Governmentally Owned or Operated Public Drinking Water Systems with an Operating Permit; or
- Governmentally Owned or Operated Transient Non-Community or Non-Transient Non-Community Public Water Systems with either an Operating Permit and/or a Withdrawal Permit.

It is designed to guide the development and implementation of a conservation-oriented rate structure for public/private community water systems withdrawing water from the Upper Floridan aquifer.

When to use this guidance document: All public/private community water systems permittees located in the 24 coastal counties must adopt and implement a conservation-oriented rate structure as a condition of new or modified withdrawal permits. This document provides guiding principles and a step-by-step process to follow when considering an effective conservation rate structure for your area. Many other rate models are available through material published by the American Water Works Association (www.awwa.org) and provided by most environmental consulting firms that specialize in water supply planning. A copy of the adopted conservation rate structure must be submitted to the appropriate EPD District office no later than 12 months from the permit issue date. Contact information for the EPD District offices can be found on line at <http://www.gaepd.org/Documents/wpb.html>.

How to use this guidance document: This guidance document consists of two parts: Part 1 provides an introduction to conservation-oriented rates. Part 2 presents a general process for determining the best approach and steps for implementing conservation-oriented rates in your service area. The EPD Guidance Document entitled “Method for Determining Future Water Demand Needs for Public/Private Water Systems”, available on line at <http://www.gadnr.org/cws> is referenced in this guidance document, and you will need to complete it before doing some of the calculations needed to develop conservation-oriented rates.

EPD contact: If you have any questions, or require additional information, please contact the EPD Water Withdrawal Program, at 404-675-1680. As the 2006 Coastal Permitting Plan is implemented, EPD will welcome feedback from permittees regarding this guidance document.

Part I: Introduction to Conservation-Oriented Rates

A) Background

Prices can reveal the value of a product or service and can be an important tool in guiding customer decisions. Water costs are low in comparison to other goods and services because they do not fully reflect all costs associated with delivery, and because affordable water is considered a public good. Conservation-oriented rate structures are useful in communicating the value of limited water resources.

Conservation-oriented rates are intended to reduce water usage for discretionary purposes and encourage users to choose more efficient ways to meet their water needs. Equitable pricing is critical to the success of a conservation program and the basic operation of a utility. It is important to set rate structures in a way that does not undermine the ability of all users, regardless of income or location, to have access to affordable water and service. Before a rate structure is selected, a utility should spend a great deal of time researching its community's needs to avoid imposing inequitable rates.

Many water providers are concerned that implementing a conservation-oriented rate structure will cause too much rate instability and that the utility may lose revenue. Loss of revenue is a major concern for any utility manager and decision maker. Utility rates must be sufficient to generate current and future revenues and cover operation, maintenance, capacity, customer service, and administrative costs.

For this reason, many experts suggest handling revenue requirements separate from, but not unrelated to, the volume of water used above a certain base rate. This is a good way for a utility to send "price signals" about the true value of water and water services. Managers and rate analysts should design conservation-oriented rates that reflect the future cost of water and water services.

Conservation-oriented rates should also be designed to educate customers on the cost of services and reduce customer bills. Reducing customer bills is not equivalent to reducing the cost of each unit of water provided. For example, conservation rates, when designed thoughtfully, increase the rate charged per volume of water over a threshold amount and encourage customers to use less. Furthermore, by informing customers on how much it costs to deliver water service, water rates provide fundamental information that customers rely on to make choices about their water use, including whether or not to use water saving equipment or appliances, what type of landscape to install, or whether to irrigate or not (Chesnutt et al, 1997).

Conservation-oriented rates should not be implemented as the only element of a conservation program. Combining conservation-oriented rates with conservation incentives and educational programs is the best way to educate users as to how much they are using and offers ideas and tools to help them change personal, household, or business practices to reduce water usage.

B) Definitions

Water Conservation – The beneficial reduction in water use, water waste, and water loss.

Conservation-oriented rate structures – A rate structure adopted by a water utility or provider designed to reflect the cost of providing water, send a price signal about the marginal cost of additional water, and encourage efficient use of water by customers.

Base Charge – A fee used to recover non-volume related costs, usually associated with billing, meter reading, and a portion of administrative costs. The base charge may also include a capital portion or meter replacement fee. The amount is the same each billing period regardless of water used by the end user and may increase based on meter size.

Base Rate – The monetary fee for the first volume block of water used by a customer, used in a multi-tiered rate structure. The rates for subsequent blocks are typically referenced in percentage terms above the base rate.

Block (Tier) – A volume range where the unit charge is uniform. An example of a three block (tier) rate structure may be 0 – 10,000 at \$3.00 per 1000 gallons; 10,001 – 15,000 at \$4.50 per 1000 gallons; and volumes consumed above 15,000 would be at \$6.00 per 1000 gallons.

Cost – The expense of producing and delivering a unit of water.

Declining block rate – A pricing structure in which the amount charged per unit of water (i.e. dollars per 1,000 gallons) decreases as customer consumption increases.

End user – A consumer of water for residential, commercial, industrial or agricultural purposes.

Marginal Costs – The cost of water and services that reflects an estimate of the cost of developing the next increment of supply needed to satisfy an increase in water usage. Also known as incremental costs.

Price – The rate charged to a customer for the unit of water delivered. Prices are usually based on costs. Utilities strive to recover the capital and operating expenses by developing rates based on cost of services.

Unit Charge – This typically recovers the actual cost of operating and maintaining the water system and retiring outstanding debts not covered in the base charge and is based on the volume of water used. Typical units are 1000 gallons or 100 cubic feet (CCF).

Part II: Choosing and implementing conservation-oriented rates in your service area

Several different conservation-oriented rate structures can meet the needs of communities in coastal Georgia. This document does not present a “one size fits all” rate structure for every utility, but instead provides step-by-step advice on how to set the most appropriate rate structure for your service area.

A) Setting revenue requirements and assessing cost of water services

Step 1) Determine revenue requirements

Revenue requirements are the total costs that must be recovered through water rates and charges. This is usually determined by collecting data and information from a “representative year”, adding anticipated new debt payments and coverages and any changes in future operational costs. Typically, a representative year is the most recent 12-month period for which cost accounting data are available or data produced during the latest audit of the system. A representative year can also be a future year, allowing for more accurate estimates in growth of service, the needed cost of expansion and/or volume growth, inflationary costs, and pre-funded capital.

Step 2) Determine cost of services and assess marginal price of water

Cost of service is critical in rate making. Federal and state agencies require that rates adhere to a cost of service justification. In other words, rates should be designed so that users pay for the costs they impose on the water system.

Consider the financial impact of supplying water to growing areas. Expanding supplies or adding new supplies to meet growing demands can cause a utility to incur high *marginal* costs for that new water. These high marginal costs are often diluted by low base charges, which are traditionally set using average costs of water services. Therefore, when base charges are based on *average* costs, and not *marginal* costs, customers do not see or pay for the true cost of this additional water. As a consequence, customers are likely to use more water than they would with accurate pricing, and suppliers will be have to add capacity to meet the increased demand.

The marginal cost of water should be the primary factor in setting volumetric rates for each water user. Calculating marginal costs is a difficult exercise. It is recommended that marginal costs be assessed at least every five years. Appendix C of Chesnutt et al (1997) provides technical details on how marginal cost methods can be implemented. Also, the American Water Well Association (AWWA) offers 2-day workshops to assist utilities (www.awwa.org)

An alternative, and simpler, method to determine marginal costs could achieve a similar result as the method described above. Specifically, a utility can examine average cost, separate billing volumes into multiple blocks or tiers, set the base rate below average cost and the higher billing volume blocks above average cost so that the appropriate revenues are generated assuming reduced usage in the higher blocks. Two examples are provided:

Example #1: General example used in some cities and counties nationwide

Block 1 = Block rate is set at 90% base rate

Block 2 = Block rate is set at 150% of base rate

Block 3 = Block rate is set at 300% base rate, etc...

Example #2 – From the North Georgia Metropolitan Water Planning District (2003)

Tier 1 = Base rate covers up to 125% of average winter use

Tier 2 = Rate should be at least 25% higher than the first tier rate. Volume is

determined by upper end of the first tier and the lower end of the third block.
Tier 3 = Rate should be at least 200% of the billing rate for the first tier (targeted at the highest 5-10% of customers who typically use 10-20% of the total volume of water used). This block volume is best determined by a rate study.

The primary goal is to set the blocks or tiers in a way that assures your costs will be covered. Excess revenue, based on higher rates for blocks 2 and 3, can offset the minimal rate charged for Block 1 (often referred to as a “lifeline rate”).

Any revenue generated beyond that required to recover operation and maintenance (or beyond base charges) can be reinvested in a conservation program to help reduce the number of customers whose use falls into Blocks/Tiers 2 and 3.

Certain industrial/commercial/institutional water users may need to have their individual systems analyzed to determine appropriate base rates and tier levels.

Step 3) Analyze future demand through billing information

A future water demand analysis should begin with the worksheet calculations shown in the EPD Guidance Document “Method for Determining Future Water Demand Needs for Public/Private Water Systems”, found on line at <http://www.gadnr.org/cws>; specifically, those calculations and tabulations on population served, future and historic use, and per capita use.

Using information from your demand forecasting work sheets, divide end uses of water into several categories. Examples include, but are not limited to:

- ♦ Single family residential
- ♦ Multifamily residential
- ♦ Commercial
- ♦ Industrial
- ♦ Institutional/governmental
- ♦ Sales to other areas
- ♦ Irrigation meters

If this information is not readily available to you, an alternative is to divide end uses of water based on meter size and/or pipe size. Traditionally, meter sizes include $\frac{3}{4}$ ”, $\frac{5}{8}$ ”, 1”, 2”, 4”, and 6” meter size.

Once these end use categories have been established, calculate future demand based on the current level of water use for each category. Then re-calculate future water use with conservation practices implemented (including user response due to conservation-oriented rates – see below).

Additional assistance on breaking out billing data and organizing it in a helpful fashion is available from EPD in the “Water Use Profiles and Conservation Analysis” Technical memorandum #2.

B) Evaluating alternative conservation-oriented rate structures

Step 1) Analyze Financial and Revenue Requirements

The most important element of this step is to determine future water sales so that the rate necessary to achieve the revenue requirement can be determined. Remember that future water sales and water services depend on water availability, future water demand, weather, and the response of demand to rates. You can base your future demand forecasts on the Guidance Document “Method for Determining Future Water Demand Needs for Public/Private Water Systems”, but for accuracy you must be sure to consider the effect of weather, demand response, etc. as you work through the exercise.

Simple financial analysis (such as estimating that water sales will be like last year or growth will be similar to trends of the past few years) will not account for the seasonal impact of weather on water use or the effect rates can have on demand. There are several steps you can take to correct for these shortcomings.

- ♦ Adjust for Weather. Demand models should be adjusted for variations in weather. This allows providers to plan accordingly for the different effect hot and dry weather will have on water demand and sales.
- ♦ Incorporate demand’s response to price. This is an important step in accurately analyzing customer response to rates. Generally, the scheduled change in price is multiplied by the price elasticity to produce a predicted change in use. However, it is not an easy process due to the inaccurate values and use information used in these assessments.
- ♦ Consider the relationship between conservation-oriented rates, the price of water, and water use. The AWWA Water Conservation Programs Planning Manual (2006) provides several points to consider. Specifically:
 - “Customers are unlikely to engage in water-saving habits, such as shorter showers, fewer number of toilet flushes, and larger laundry loads on the basis of cost alone. However, higher cost may encourage leak repair or the use of efficient fixtures.”
 - “In a two-tier rate structure, there is little latitude for setting a high second-tier rate without reducing the first-tier rate or changing the balance between fixed and volumetric derived revenue. Consequently, in using a two-tier rate structure, it is difficult to address outdoor water use even with differentials for dry/wet-season use patterns.”
 - “By using a rate structure of three or more tiers, the high end users can be targeted with high water rates for assumed wasteful water use. This can affect the top 5 – 10 percent of customers with the highest water usage rates. However, the majority of customers receive bills for unchanged or lower amounts.”

Step 2) Assess Different Conservation-oriented Rate Structures

The following examples of conservation-oriented rates include discussions of “base rates”. This refers to the base price charged for a standard volume of water a household uses, and the investment needed to treat and deliver that water (derived from aggregate estimates or individualized usage). The base rate is usually set during winter months when water usage is almost exclusively indoor use. These four examples of conservation-oriented rates should be assessed to determine the most appropriate rate structure for your service area. **It should be noted that declining block rate and uniform rates are not considered conservation-oriented rate structures, and will therefore not meet the requirements of the 2006 Coastal Permitting Plan.**

- Uniform rate plus seasonal surcharge for high usage. This option focuses on conservation in peaking and average use system-wide. All residential customers pay a base charge, plus a uniform rate for each 1000 gallons of water used. Over a certain level of use, the surcharge is applied and the user pays a higher rate per 1000 gallons over the set level of use. Typically this surcharge takes effect in warm-weather months (May, June, July and August). It is the easiest method to implement, and can encourage businesses and industry to reduce their use during seasonal peaks and thus extend the capacity of existing assets. A potential drawback is that there is little latitude in setting the surcharge rate without reducing the uniform rate.
- Inclining Block Rate Structure. This option targets conservation at peaking and average use within customer classes. All customers in the same class (residential, commercial, industrial etc.) pay a base rate per unit of water used, under a certain threshold of water use. For any use above the set threshold, a higher rate per unit of water used is charged. Additional volume blocks can be defined where higher rates are charged. The inclining block rate structure and rates for residential customers may be different from that of commercial and industrial customers. This option can target high volume users better than using individualized rates; it is effective throughout year; and it works best when customer classes are fairly homogenous. Three or more pricing tiers are recommended.
- Individualized rates. This is a version of inclining block rates in which the blocks or tiers are determined for each customer by the customer’s usage history. It targets individual customers peaking and average use. The first block/tier is generally set based on the customer’s usage during the winter months and is typically re-evaluated annually. Individualized rates can encourage conservation even at the lower volume range. Potential drawbacks are that software modifications may be more extensive than for other methods, and individuals can artificially raise their winter average to gain a higher block/tier structure. Also, this option may not successfully capture high-end water users.
- ♦ Lifeline Rates. This option applies to a provider using the inclining rate structure, but adds a volume block lower than the base volume block (for example, 0 – 3 CCF or 0 – 2000 gallons). It thus provides relief for low-income customers. Low-income households are charged lower rates on that portion of water consumption that provides basic needs for cooking and cleaning but then higher charges are levied on water consumption beyond that amount. The difference in revenues must be made up in the remaining blocks. Lifeline rates could apply to all customers regardless of income levels unless a process is developed to identify and maintain a database on low-income users.

- ♦ **Hybrid Rates.** A conservation rate structure may use a combination of the above listed rate structures. An example would include having an inclining block rate structure with a summer surcharge. Additionally, an analysis of the customer class consumption may show a need for different conservation rate structures for different customer classes.

Care should be taken to address the top consumption customers of a water system, which are commonly commercial or industrial users. Modifications in a rate structure that puts undue burden on these customers may result in them relocating, causing a significant loss of revenue.

C) Selecting and Implementing the conservation rate best for your area

The rate analysis and comparison of alternative rate structures will generate a large volume of information. However, choosing how to use this information can be the most difficult part of an analysis.

Step 1) Identify and organize selection to include non-economic goals

You should be able to go to the public and elected officials with not only a qualitative analysis of the rate options, but also some qualitative recommendations. Such qualitative recommendations include non-economic criteria, such as, but not limited to:

- 1) Sending a consistent message that Georgia's water resources are limited and should be priced accordingly;
- 2) Political and public acceptance;
- 3) Conservation goals compatible with community goals, such as economic development, growth management, or resource conservation; and
- 4) Maintenance of community equity goals and conservation/efficiency goals.

The conservation-oriented rate structure you select should help you maintain your system and meet the non-economic goals of your community.

Step 2) Educate and engage your customers and elected officials

It is important to begin building understanding and support for the rate structure early in the research phase. The best time to begin educating your customers is when you begin researching your billing data – in other words the earlier the better. The most successful conservation-oriented rate programs do not just tell customers that rates are changing, but explain why and how it will impact them.

You could begin by distributing printed material in the water bills, mailing brochures to customers, and/or providing information on the Internet. Then, consider following up by offering a public meeting to further inform your customers of why the rates are important and the mandate behind adopting them.

DNR/EPD offers some helpful water conservation tips, educational material, and information brochures on the website: www.ConserveWaterGeorgia.net. Also, the AWWA Water Conservation Programs – A Planning Manual (M52) (2006) provides some information on effective ways to involve the public in supporting a conservation program.

Step 3) Redesign the current billing system to reflect the new rate structure

A smooth transition into a new or adjusted rate structure will require close work with your utility's billing office or financial manager. Training is often needed to adopt new billing structures or new evaluation methodologies. It is important to separate water costs from other services, such as wastewater or other utility services. New billing software may be required to accomplish the goals of a conservation-oriented rate structure.

If possible, bill your customers every month based on actual readings, not estimates determined by past usage. If this is not possible, take steps to avoid excessive estimations as this can send inaccurate conservation messages to your customers.

Providing customers with informative bills can help a water provider achieve water conservation goals and maintain a high level of customer satisfaction. In fact, providing customers with marginal price information on water bills can attain the same level of conservation with a 30 to 40% lower rate increase (Gaudin, 2006).

Step 4) Describe the conservation-oriented rates and customer usage on the bill

The price of water services and water must be clearly articulated to customers and must be consistent. Develop a water bill that informs customers:

- 1) How much water they used,
- 2) Cost per gallon of water or per cubic feet of water (for each rate block),
- 3) What their total bill is,
- 4) How they can get more information about conservation rates and reduce their usage,
- 5) Offer a comparison of their current charges to last year's usage or their charges compared to others in the service area or neighborhood.

Other ideas that may be helpful for a smooth transition to developing conservation-oriented rates are:

- 1) Showing how much money each customer could save by lowering water use to a lower tier.
- 2) Providing activities in the area related to water conservation. Examples include
 - a. WaterSmart conservation education programs for adults, children, and institutions (go to www.ConserveWaterGeorgia.net for more information.)
 - b. Workshops offered by County Extension Service, Universities or civic clubs
 - c. Local school events or festivals
 - d. Water conservation or watershed group events

A sample Georgia water bill and links to example bills in other states are available at: www.ConserveWaterGeorgia.net

Resources and References Cited

The following references were either referenced in this document, or provide additional useful information on conservation-oriented rate structures.

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Conservation Program. 5 pages. Available at
<http://www.northgeorgiawater.com/html/index.htm>

- b. Prior to discontinuation of service, the user, if different, shall be served with written notice of intent to discontinue service. If the property served by the water system is rental property, the notice shall be served on the tenants and the property owner, regardless of which party is the actual user.
- c. The notice shall state that the user has failed to pay user fees, that the user's account is more than 30 days delinquent, and that the user's service may be discontinued if the user fails to pay all delinquent fees within 15 days from the date of service of notice. The notice shall inform the user that the user may file a request for hearing within 15 days from the date of the service of notice.
- d. The request for hearing must be filed by the user with the City Administrator by the user within 15 days of service of the notice of intent to discontinue service. The request must be in writing, and shall state with particularity the basis of the user's objection to discontinuation of service. Failure to timely file a request for hearing shall be a waiver of right to hearing.
- e. If no request for hearing is timely filed, the City shall serve upon the user a notice of date of discontinuation of service. The notice shall state the date upon which service will be discontinued.
- f. The hearing shall be held before the City Administrator four calendar days of a timely filed request, excluding Saturdays, Sundays, and legal holidays.
- g. If the City Administrator finds no good cause why service should not be discontinued, service shall be immediately discontinued, and no new service allowed for the user until all delinquent charges are paid in full, along with interest at the legal rate from the date of delinquency.
- h. Appeal of the decision by the City Administrator shall be by writ of review under ORS 34.010—34.100. (Ord. 2008-07 § 8, 2008; Ord. 2002-08 §§ 1, 2, 2001; Ord. 99-01 § 1, 1998; Ord. 300 § 8, 1979)

(Ord. 300 § 7, 1979)

13.04.080 Collection procedures.

- A. Collection of User Fees. All users of the municipal water system will be billed and user fees collected by the City. All payments shall be deposited into the municipal water fund.
- B. Review of Fees. Any user who believes his or her user fee is based on inaccurate measurement may file a written request to review of his or her user fee with the City Administrator. The request for review shall state the basis for the user's objection and shall include a statement of the user's measurement and shall state the method whereby the user's measurements were made. If the user demonstrates inaccurate measurements, the user fee shall be adjusted upwards or downwards, as the case may be, and the new fees shall be charged commencing with the following month's billing.
- C. Adjustments to User's Fee.
1. If a waterline serving the user's premises is broken, resulting in a water consumption use fee which is materially greater than the user's average monthly water consumption use fee, recalculated at the existing consumption use fee rates, the user may apply to the City Administrator for an adjustment. In order for an adjustment to be made, application for an adjustment must be made within three months of the billing in question, or within three months of the effective date of this section, whichever is later.
 2. The user shall present evidence to the City Administrator of the break, and the user's average monthly water consumption use fee. Upon satisfaction that break has occurred, been repaired, and that the water fee was materially greater than the user's average monthly water consumption use fee, the City Administrator shall credit an amount, calculated in subsection (C)(3) to the user, through a credit to a future month's billing. As used in this subsection, a water consumption use fee is "materially greater" if the water consumption use fee is at least 200% of the water consumption use fee at the same time the previous year. For purposes of this section, all water consumption use fees will be recalculated at the consumption use rate in effect at the time of the leak.
 3. If the water consumption fee charged meets the test in subsection (C)(2), the credit due the customer will be calculated as follows. The water consumption for the same billing period the previous year will be considered to be the actual use of the customer, and no relief will be granted on that portion. All usage over that amount will be charged according to the following formula: cost for 5,000 gallons of water, divided by five. The average consumption is 5,000 gallons. Further there shall be a cap on the amount that may be charged to the customer equal to the amount of the total of the customer's previous 12 months water bills, including the base rate, recalculated to current rates in effect at the time of the leak.
- D. Failure to Pay—Disconnection.
1. Failure to Pay. User fees are debts to the City. Any user fee, which is unpaid when due, is a lien on and against the property connected to the water system, and may be foreclosed according to law. In lieu of foreclosure, user fees which are more than 30 days delinquent may be recovered by civil action against the user.
 2. Disconnection—Hearing on Contested Disconnection.
 - a. Service may be discontinued if the user fails to pay user fees which are delinquent for more than 30 days past the due date.

13.04.070

- B. That the water shall be supplied to outside consumers solely for domestic purposes and for no other purpose without the consent of the City;
- C. That no outside pipeline shall be extended, nor shall any pipe be connected therewith, for the purpose of supplying water to an additional place of consumption without the consent of the City;
- D. That the outside consumer shall observe all rules and regulations made by the City or its duly authorized officers for the conservation of water;
- E. That the outside consumer shall not permit any waste or leakage from the outside pipeline or at the place of consumption;
- F. That the City shall not be under absolute obligation to provide an adequate water supply to outside consumers; if the City's water supply shall be or becomes insufficient to provide adequately for all consumers, then those consumers who are supplied with water within the City limits shall be satisfied before any water shall be supplied to outside consumers;
- G. That if the outside consumers shall breach any of the above conditions, the City may, at its option, disconnect the outside pipeline of the said consumer from the City water system or shut off the supply to such consumer and thereby discontinue service;
- H. That, in the event that the City shall desire to discontinue service to the outside consumer for any reason other than those specified in the above conditions, the said consumer shall be entitled to 10 days' notice of the intention to discontinue service, and, at the expiration of such period after giving notice, the City shall have the right to discontinue the service. (Ord. 300 § 6, 1979)

13.04.070 Outside consumers—Application.

If the application is granted to the outside consumer the application shall be issued, and shall be signed in duplicate, a permit in substantially the following form, to wit:

The City of Port Orford hereby grants _____ permission to connect to a suitable pipeline to the water system of the City at _____ (describe point of connection) for the purpose of conveyance of water outside the City limits over the following general route: _____ (describe route) to the following premises: _____ (describe premises) providing that the permittee(s) shall make the said connection under the direction and supervision of the City Public Works Superintendent, shall do so at his or her (their) own expense and shall furnish the pipe, materials, and labor, shall procure the necessary easements, and shall pay a connection charge of \$ _____ and costs, receipt whereof is hereby acknowledged. Upon completion of the pipeline and upon approval thereof by the public works superintendent, the City shall provide water to the permittee(s) through said pipeline upon the terms and subject to the conditions set forth in Ordinance No. 300.

DATED This _____ day of _____, 20_____.

CITY OF PORT ORFORD

By _____

Accepted under the conditions hereinabove set forth and particularly under the conditions of Ordinance No. 300 hereinabove cited.

DATED This _____ day of _____, 20_____.

Chapter 13.04

WATER SERVICE SYSTEM

Sections:

- 13.04.010 Definitions.**
- 13.04.020 Connection.**
- 13.04.030 Security deposit.**
- 13.04.040 Service charges.**
- 13.04.050 Rates.**
- 13.04.060 Outside consumers—Conditions.**
- 13.04.070 Outside consumers—Application.**
- 13.04.080 Collection procedures.**

13.04.010 Definitions.

The following terms as used in this chapter are defined as follows:

“City” means the City of Port Orford.

“Inside consumer” means any person to whom water is supplied inside the City limits.

“Outside consumer” means any person to whom water is supplied outside the City limits.

“Outside pipeline” means any pipe now or hereafter connected with the City water system for the purpose of supplying water to a place of consumption, and which extends beyond the City limits.

“Place of consumption” means the home, establishment of property to which water is supplied. (Ord. 300 § 1, 1979)

13.04.020 Connection.

All inside and outside consumers desiring to make connection to and make use of the City water system, shall prior to making such connection, pay to the City the fees as shall be established by the Common Council of Port Orford by resolution. (Ord. 300 § 2, 1979)

13.04.030 Security deposit.

All consumers, whether inside or outside, except such as who are owners of taxable real property, shall pay to the City as a security deposit for water usage, a sum as shall be set by resolution of the Council. Said sum to be paid prior to any water usage. (Ord. 300 § 3, 1979)

13.04.040 Service charges.

The City shall make such charges as shall be set by resolution of the Council. (Ord. 300 § 4, 1979)

13.04.050 Rates.

All users of the City water system shall pay to the City for each place of consumption for use of the City water system and water, charges as set by resolution of the Council. (Ord. 300 § 5, 1979)

13.04.060 Outside consumers—Conditions.

Conditions for outside consumers are as follows:

- A. That all outside pipelines now in use are not part of the City water system and shall be maintained and kept in repair by the person or persons to whom the water is furnished;

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Building Permit Issued by the City of Port Orford

ITEM NO: 7 B.

In past meetings we had discussed how we can take better control of the plans that are submitted to the City. Currently once the City signs off on the plans we do not see them again. That leaves the City open for changes that are made between here and Curry County sign off. Therefore, we have implemented a new step in the process. After the applicant receives the sign off from Curry County they need to come back to City Hall in Port Orford and we will review the approval from Curry County to ensure it is the same plans that was originally approved. Once that is verified then the City of Port Orford will issue a building permit that needs to be displayed with the Curry County Building Permit.

I have attached a copy of the building permit that was created for the City of Port Orford.

Suggested Motions

Motion to Approve the Building Permit for the City of Port Orford

I move to approve the building permit for the City of Port Orford.

Motion to Deny the Building Permit for the City of Port Orford

I move to deny the building permit for the City of Port Orford.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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The City of Port Orford
PO Box 310
Port Orford, OR 97465
541-366-4568

Planning Clearance #

BUILDING PERMIT

ADDRESS:

1234 JACKSON STREET

This card must be posted until completion of work at the location

Date: _____

City Planner Signature: _____

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Redfish Rocks Lease of Visitors Center

ITEM NO: 7 C.

Redfish Rocks would like to rent a space in the Visitor Center. The attached lease was given to the Parks Commission and was approved at the meeting on April 7, 2022.

Please review and approve the lease between the City of Port Orford and Redfish Rocks.

Attachment:

- 1) Lease of Public Property between City of Port Orford and Redfish Rocks.

Suggested Motions

Motion to Approve the lease of the Visitor Center to Redfish Rocks

I move to approve the Lease of Public Property between the City of Port Orford and Redfish Rocks.

Motion to Deny lease of the Visitor Center to Redfish Rocks.

I move to deny the Lease of Public Property between the City of Port Orford and Redfish Rocks.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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LEASE OF PUBLIC PROPERTY

LESSOR: City of Port Orford, hereinafter referred to as "CITY"

AND:

LESSEES: Redfish Rocks, hereinafter referred to as same "LESSEE"

RECITALS:

The City is the owner of the Port Orford Visitor Center in which extra office space is located; previously occupied by the Port Orford Chamber of Commerce. LESSEE wishes to lease this space.

**IN EXCHANGE IN A MUTUAL COVENANCE CONTAINED HEREIN
THE PARTIES AGREE:**

- 1. ORIGINAL TERM.** The City hereby leases to LESSEE the available office space at the Port Orford Visitor Center for twelve (12) months commencing on May 1, 2022 and continuing through April 30, 2023. The Lease shall continue thereafter from year to year unless either party gives the other written notice not less than 45 days prior to the end of the annual lease period that the lease is to be terminated by the election of that party. After the expiration of the first twelve months of the lease, each year the parties will meet and negotiate a rent for the succeeding year. The parties will sign an addendum to the lease each year setting out what the succeeding years lease payment will be.
- 2. POSSESSION.** LESSEE may take possession May 1, 2022; this lease shall commence on May 1, 2022 and continue through April 30, 2023.
- 3. RENT.** LESSEE is responsible to pay on the first of each month \$50.00. The Lessee may pay one year in advance if desired. Rent costs include reasonable use of, and access to, potable water, electricity, internet access, and restrooms.
- 4. PERMITTED USE OF THE PREMISES.** The premises shall be used for the business of the LESSEE and shall not be used for any other purpose without consent of the City. LESSEE shall secure liability insurance for the property and add the City as an additional insured after the initial first 6 months. LESSEE shall assume any and all risk in connection with the use of the premises and will hold the City harmless for any damage or injury directly or indirectly arising from such use.

5. RESTRICTIONS ON USE. In connection with the use of the premises, LESSEE shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at LESSEE'S own expense any failure of compliance created through LESSEE fault or by reason of LESSEE use.

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent City from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing City to obtain reduced premium rates for long-term fire insurance policies.

(c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by City.

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior walls, windows, or roof of the premises without the written consent of City. LESSEE may erect signs in areas approved by the City. Signs are deemed a part of the real estate and shall be maintained by LESSEE, shall not deface the building and shall be easily removable.

(e) LESSEE shall not store anything outside except in areas approved by City. LESSEE shall use only trash and garbage receptacles approved by City.

6. ALTERATIONS PROHIBITED. LESSEE shall make no substantial improvements or alterations to the building without first obtaining City's written consent.

7. LIABILITY INSURANCE. For the duration of this initial 12 months lease agreement, the LESSEE will be covered as an additional insured by the LESSOR. After which time, should the lease continue the LESSEE shall procure and thereafter during the term of the lease shall continue to carry the following insurance at LESSEE'S cost: Public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 for injury to one person, \$3,000,000 for injury to two or more persons in one occurrence, and \$100,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Lessees' activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by City's negligence, and shall protect LESSEE against claims of third persons. Certificates evidencing such insurance and bearing endorsements requiring 10 days written notice to City prior to any change or cancellation shall be furnished to City immediately.

8. DESTRUCTION. If the leased premises are destroyed or damaged such that the cost of repair exceeds 20 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and LESSEE shall be entitled to the reimbursement of any prepaid amounts paid by LESSEE and attributable to the anticipated term. If neither party elects to terminate, LESSEE shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppage on account of labor disputes and matters not under control of City.

9. INDEMNIFICATION. LESSEE shall indemnify and defend City from any claim, loss, or liability arising out of or related to any negligent activity of LESSEE on the leased premises or any condition of the leased premises in the possession or under the control of LESSEE. City shall have no liability to LESSEE for any loss or damage caused by third parties or by any condition of the premises.

10. ASSIGNMENT AND SUBLEASE. No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of City. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. City is not obligated to give consent.

11. DEFAULT IN RENT. Failure of LESSEE to pay any rent or other charge within 5 business days after written notice that it is due is a default.

12. DEFAULT IN OTHER COVENANTS. Failure of LESSEE to comply with any term or condition or fulfill any obligation of the lease other than the payment of rent or other charges within 15 days after written notice by City specifying the nature of the default with reasonable particularity is a default. If the default is of such a nature that it cannot be completely remedied within the 15 day period, this provision shall be complied with if Lessees begin correction of the default within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13. ABANDONMENT. Failure of LESSEE for 35 days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

REMEDIES ON DEFAULT:

14. TERMINATION. In the event of default the lease may be terminated at the option of City by notice in writing to LESSEE. If the lease is not terminated by election of City or otherwise, City shall be entitled to recover damages from LESSEE for the default. If the lease is terminated, LESSEE liability to City for damages shall survive such termination, and City may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

15. NON-WAIVER. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16. NOTICES. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after being deposited in the United States mail as certified or registered mail, postage prepaid, addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

OWNER/LESSOR

TENANT/LESSEES

City of Port Orford

LESSEE – Tom Calvanese

Date: _____

Date: _____

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Main Street Lease of Visitors Center

ITEM NO: 7 D.

The Port Orford Main Street Association would like to rent a small space in the Visitors Center to store some of their items, receive mail and have an office. The attached lease was given to the Parks Commission and was approved at the meeting on April 7, 2022.

Please review and approve the lease between the City of Port Orford and the Port Orford Main Street Association.

Attachment:

- 1) Lease of Public Property between City of Port Orford and the Port Orford Main Street Association.

Suggested Motions

Motion to Approve the lease of the Visitor Center to Main Street

I move to approve the Lease of Public Property between the City of Port Orford and the Port Orford Main Street Association.

Motion to Deny lease of the Visitor Center to Main Street.

I move to deny the Lease of Public Property between the City of Port Orford and the Port Orford Main Street Association.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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LEASE OF PUBLIC PROPERTY

LESSOR: City of Port Orford, hereinafter referred to as "CITY"

AND:

LESSEES: Main Street Association of Port Orford, hereinafter referred to as same "LESSEE"

RECITALS:

The City is the owner of the Port Orford Visitor Center in which extra office space is located; previously occupied by the Port Orford Chamber of Commerce. LESSEE wishes to lease this space.

IN EXCHANGE IN A MUTUAL COVENANCE CONTAINED HEREIN THE PARTIES AGREE:

- 1. ORIGINAL TERM.** The City hereby leases to LESSEE the available office space at the Port Orford Visitor Center for twelve (12) months commencing on May 1, 2022 and continuing through April 30, 2023. The Lease shall continue thereafter from year to year unless either party gives the other written notice not less than 45 days prior to the end of the annual lease period that the lease is to be terminated by the election of that party. After the expiration of the first twelve months of the lease, each year the parties will meet and negotiate a rent for the succeeding year. The parties will sign an addendum to the lease each year setting out what the succeeding years lease payment will be.
- 2. POSSESSION.** LESSEE may take possession May 1, 2022; this lease shall commence on May 1, 2022 and continue through April 30, 2023.
- 3. RENT.** LESSEE is responsible to pay on the first of each month \$25.00. The Lessee may pay one year in advance if desired. Rent costs include reasonable use of, and access to, potable water, electricity, internet access, and restrooms.
- 4. PERMITTED USE OF THE PREMISES.** The premises shall be used for the business of the LESSEE and shall not be used for any other purpose without consent of the City. LESSEE shall secure liability insurance for the property and add the City as an additional insured after the initial first 6 months. LESSEE shall assume any and all risk in connection with the use of the premises and will hold the City harmless for any damage or injury directly or indirectly arising from such use.

5. RESTRICTIONS ON USE. In connection with the use of the premises, LESSEE shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at LESSEE'S own expense any failure of compliance created through LESSEE fault or by reason of LESSEE use.

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent City from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing City to obtain reduced premium rates for long-term fire insurance policies.

(c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by City.

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior walls, windows, or roof of the premises without the written consent of City. LESSEE may erect signs in areas approved by the City. Signs are deemed a part of the real estate and shall be maintained by LESSEE, shall not deface the building and shall be easily removable.

(e) LESSEE shall not store anything outside except in areas approved by City. LESSEE shall use only trash and garbage receptacles approved by City.

6. ALTERATIONS PROHIBITED. LESSEE shall make no substantial improvements or alterations to the building without first obtaining City's written consent.

7. LIABILITY INSURANCE. For the duration of this initial 12 months lease agreement, the LESSEE will be covered as an additional insured by the LESSOR. After which time, should the lease continue the LESSEE shall procure and thereafter during the term of the lease shall continue to carry the following insurance at LESSEE'S cost: Public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 for injury to one person, \$3,000,000 for injury to two or more persons in one occurrence, and \$100,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Lessees' activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by City's negligence, and shall protect LESSEE against claims of third persons. Certificates evidencing such insurance and bearing endorsements requiring 10 days written notice to City prior to any change or cancellation shall be furnished to City immediately.

8. DESTRUCTION. If the leased premises are destroyed or damaged such that the cost of repair exceeds 20 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and LESSEE shall be entitled to the reimbursement of any prepaid amounts paid by LESSEE and attributable to the anticipated term. If neither party elects to terminate, LESSEE shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppage on account of labor disputes and matters not under control of City.

9. INDEMNIFICATION. LESSEE shall indemnify and defend City from any claim, loss, or liability arising out of or related to any negligent activity of LESSEE on the leased premises or any condition of the leased premises in the possession or under the control of LESSEE. City shall have no liability to LESSEE for any loss or damage caused by third parties or by any condition of the premises.

10. ASSIGNMENT AND SUBLEASE. No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of City. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. City is not obligated to give consent.

11. DEFAULT IN RENT. Failure of LESSEE to pay any rent or other charge within 5 business days after written notice that it is due is a default.

12. DEFAULT IN OTHER COVENANTS. Failure of LESSEE to comply with any term or condition or fulfill any obligation of the lease other than the payment of rent or other charges within 15 days after written notice by City specifying the nature of the default with reasonable particularity is a default. If the default is of such a nature that it cannot be completely remedied within the 15 day period, this provision shall be complied with if Lessees begin correction of the default within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13. ABANDONMENT. Failure of LESSEE for 35 days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

REMEDIES ON DEFAULT:

14. TERMINATION. In the event of default the lease may be terminated at the option of City by notice in writing to LESSEE. If the lease is not terminated by election of City or otherwise, City shall be entitled to recover damages from LESSEE for the default. If the lease is terminated, LESSEE liability to City for damages shall survive such termination, and City may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

15. NON-WAIVER. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16. NOTICES. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after being deposited in the United States mail as certified or registered mail, postage prepaid, addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

OWNER/LESSOR

TENANT/LESSEES

City of Port Orford

LESSEE – Susan Russell

Date: _____

Date: _____

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: CTR Rate adjustment

ITEM NO: 8 A.

CTR is requesting a rate adjustment based on the average CPI. The adjustment per month is \$1.27 for basic 32 gallon cart service.

The attached letter and exhibit's are from CTR. Our Site Manager Luke Pyke is in attendance for this meeting if any council members have any questions for him.

Attachments:

- 1) CTR 2022 Rate Adjustment Request
- 2) 2022 Exhibit A Rate Comparison
- 3) 2021 CPI Adjustment from the Department of Labor

Suggested Motions

Motion to Approve the rate adjustment request from CTR

I move to approve the rate adjustment request from CTR based on the prior year's US CPI average.

Motion to Deny the rate adjustment request from CTR

I move to deny the rate adjustment request from CTR based on the prior year's US CPI average.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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17498 Carpenterville Rd, PO Box 4008, Brookings, OR 97415

(p) 800-826-9801 (f) 541-469-1048
currytransferrecycling.com

April 11, 2022

City of Port Orford
PO Box 310
Port Orford, OR 97465

RE: 2022 Rate Adjustment Request

Dear City Council:

Customarily, each year we request a rate adjustment based on the prior year's US CPI average. The CPI for **2022** was **4.7%**. This will result in a **\$1.27** per month adjustment for a basic 32 gallon cart service. Please use this notice and the other information enclosed to consider a rate adjustment effective **May 1, 2022**.

We appreciate the opportunity to serve the City of Port Orford.

Sincerely,

Luke Pyke
Site Manager

Enclosures:

2022 Exhibit A Rate Comparison
2021 CPI Adjustment- Department of Labor



City of Port Orford Rate Schedule
Exhibit A
Effective May 1, 2022

			Previous Adjustment 2021	Rate Adjustment	New Rate 2022
Residential Cart Service					
21	gallon	per month	21.40	4.70% 1.01	22.41
32	gallon	per month	26.99	4.70% 1.27	28.26
48	gallon	per month	38.61	4.70% 1.81	40.42
64	gallon	per month	50.20	4.70% 2.36	52.56
96	gallon	per month	73.41	4.70% 3.45	76.86
Commercial Cart Service					
32	gallon	per month	26.01	4.70% 1.22	27.23
48	gallon	per month	39.02	4.70% 1.83	40.85
64	gallon	per month	52.04	4.70% 2.45	54.49
96	gallon	per month	78.06	4.70% 3.67	81.73
Commercial/Container Rental Service					
Per Loose Yard Trash Service			30.09	4.70% 1.41	31.50
Per Loose Yard Brush Service *			15.00	4.70% 0.71	15.71
Per Loose Yard Metal Service			15.00	4.70% 0.71	15.71
Auto Lock Charge			4.38	4.70% 0.21	4.59
Dumpster Rental			17.70	4.70% 0.83	18.53
Extra bag- on route			6.26	4.70% 0.29	6.55
Medical Waste- 1 Gallon Sharps			26.97	4.70% 1.27	28.24
Medical Waste Tub collection per gallon			3.63	4.70% 0.17	3.80
Roll- Off Daily Rent Charge			2.55	4.70% 0.12	2.67
Special Handling Charge			1.39	4.70% 0.07	1.46
Special Trip/ Off Route Trip/Delivery Charge			29.76	4.70% 1.40	31.16
Start; Stop; Resume; Seasonal Stop			7.55	4.70% 0.35	7.90
Recycling					
Residential recycle only (no solid waste service)			16.40	4.70% 0.77	17.17
Commercial Cardboard- routed			up to 25% of commercial yard rate		
Commercial Commingle			up to 50% of commercial yard rate		
Heavy Roofing or Demolition			1.5 times yard rate		
Extra Heavy Demolition or Mechanically Compacted			2.75 times yard rate		

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers,
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	221.187	221.898	223.046	224.093	224.806	224.806	225.395	226.106	226.597	226.750	227.169	227.223		
2012	227.842	228.329	228.807	229.187	228.713	228.524	228.590	229.918	231.015	231.638	231.249	231.221		
2013	231.679	232.937	232.282	231.797	231.893	232.445	232.900	233.456	233.544	233.669	234.100	234.719		
2014	235.288	235.547	236.028	236.468	236.918	237.231	237.498	237.460	237.477	237.430	236.983	236.252		
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017	237.761		
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026	242.637		
2017	243.620	243.872	243.766	244.274	244.069	244.218	244.280	245.205	246.551	246.657	247.378	247.736		
2018	248.721	249.300	249.517	250.275	250.786	251.152	251.345	251.735	252.183	252.899	252.822	252.493		
2019	252.441	252.969	254.147	255.326	255.371	255.423	255.925	256.118	256.532	257.387	257.989	258.203		
2020	258.687	258.824	257.989	256.192	255.942	257.282	258.604	259.511	260.149	260.462	260.927	261.560	3106.129	
2021	262.231	263.161	264.793	266.832	268.551	270.981	272.265	273.012	274.138	276.724	277.94	277.94	3248.568	
	1.4%	1.7%	2.6%	4.2%	4.9%	5.3%	5.3%	5.2%	5.4%	6.2%	6.5%	6.3%	4.6%	

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Well within City limits

ITEM NO: 8 B.

In the past few meetings the City Council has discussed many options for additional water storage and emergency water sources. Currently we have Garrison Lagoon/Lake listed with the state as our emergency water source. Unfortunately the infrastructure that was in place is very dated and may not work anymore to draw the water to the plant.

We would need a well that can produce about 315 gallons per minute. This is what we pump from Hubbard's creek to the plant when we are making water. We would also need to build the infrastructure from the well to the water plant in order to get the water treated properly.

These are just a few of the items that Public Works and myself have discussed.

Attachment:

- 1) Water Master Plane Section 3.1 and 3.2 Water Rights

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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Existing Water System

3.1 Raw Water Sources and Water Rights

The City of Port Orford has three raw water sources with existing water rights, held by the City, on North Fork Hubbard Creek, on Garrison Lake, and on Gold Run Creek. A discussion of these sources is provided below.

3.1.1 North Fork of Hubbard Creek

Port Orford's primary water source is the North Fork Hubbard Creek. Raw water is drawn from an impoundment that is located approximately one mile east of town, as shown in Figure 3.1. Withdrawal records indicate that the City's water supply has come entirely from this source during the period since 1998.

Timber harvesting and related road construction impacted the North Fork Hubbard Creek watershed during the early 1990s. Siltation due to runoff from harvested areas reduced the storage volume of the impoundment and has had a negative impact on water quality during high flow events. Siltation of the reservoir is currently being addressed by a multi-year dredging project being conducted by City Public Works crews. Dredging activities have provided a temporary solution for storage needs while a longer ranged plan to improve City ownership and restoration of the watershed is implemented. Siltation of the impoundment is becoming less problematic as measures to improve the impoundment watershed have matured.

3.1.2 Garrison Lake

The City of Port Orford also has a raw water intake on Garrison Lake that had not been used since the winter of 1993 when it was improved to supplement the low quantity of water from the Hubbard Creek source. The Garrison Lake intake was, prior to 1980, located in a shallow marshy area near the discharge of an old millpond. In the late 1990s the City constructed a new intake at the end of Pinehurst Dock in an attempt to improve water quality by drawing from a deeper point in the lake. This approach was not successful due to poor water quality (high salinity levels) causing taste and odor problems. The City has proposed moving the existing raw intake to a location west of the Arizona Street bridge. This location receives fresh water from the lake's tributaries. This intake would serve as a secondary backup source since taste and odor issues have proved difficult to treat adequately. For a number of years there has been a persistent public aversion to Garrison Lake water due to taste and odor perception.

Garrison Lake was formed when migrating dunes formed a sand spit, which blocked the outlet to the sea, allowing a fresh water to form. During the winter storms of 1997 and 1998, the dunes breached the sand spit allowing sea water to enter the lake. Garrison Lake continues to be impacted by high salinity levels. The South Coast Watershed Council, Portland State University, and Oregon Lakes Association have studied the water quality of Garrison Lake and according to their reports, the large amount of salt water in the lake induced a very stable stratification in which the lower stratified layer is nearly as saline as the

ocean. The upper layer is only slightly salty and does not mix with the lower layer due to the density difference.

The Garrison Lake Rehabilitation Study prepared by EGR and Associates Inc. (2003) addressed alternatives for dune/shore stabilization. The Oregon State Parks Department developed a solution to lake breaching, which was implemented in 2006. Further outlet repair was done in 2013.

Garrison Lake is accessible to the public for fishing, by boat or on the bank.

3.1.3 Gold Run Creek

Prior to construction of the impoundment on Hubbard Creek, residents of Port Orford obtained their water from a small impoundment on Gold Run Creek. Currently the old impoundment is completely silted in and no longer used as a raw water source. Use of Gold Run Creek as a raw water source will not be considered, due the expense to restore and maintain such a small amount of available water.

3.2 Water Rights

All water in Oregon is publicly owned. Because of this public ownership, a water right from the State of Oregon is generally required for anyone to use water from a source, whether surface or underground.

Oregon's water laws are based on the principal of prior application. That is, if a person obtains a water right on a particular source before someone else, the person would have a "senior" water right that would permit them first use, up to a specified amount, of the water during times of lower flows or droughts. A "junior" water right is one that is, obtained after other senior water rights for a particular source have been assigned. A water right may be both senior to some and junior to others.

During periods of low water availability, a water right holder may use as much water as their water right allows as long as the use is truly beneficial and all senior water rights are satisfied. This method of resource appropriation governs all water used until the water is exhausted.

The water rights currently held by the City are "perfected"; that is, the City holds a certificate for each of the water rights. Typically, a permit allows an entity to remove water for a limited amount of time. When the time limit has expired, an extension must be filed for the water right. If the permit is converted to a certificate, the water right is said to be "perfected" and extensions are no longer required.

The city has water rights for 1.25 cfs (0.81 MGD) from its primary water source on the North Fork of Hubbard Creek and a water right for impoundment of up to 3.2 acre feet (1.04 MG). Additional water rights include those on Garrison Lake (1.0 cfs) and Gold Run Creek (1.0) cfs. The Water Rights Summary is shown in Table 3.2.1.

Location	Permit #	Cert. #	Magnitude	Priority
N. Fork Hubbard Cr.(R)		69194	3.2 Acre Ft.	01/01/1993
N. Fork Hubbard Cr	S32982	42379	0.50 cfs	03/20/1968
N. Fork Hubbard Cr	S47688	65322	0.75 cfs	07/15/1983
Garrison Lake	S42566	65199	1.00 cfs	04/25/1977
Gold Run Creek	S12266	11810	1.00 cfs	08/20/1936

*Source: Oregon Water Resources Department Water Right Inventory System (WRIS)

3.3 Raw Water Transmission

A schematic of Port Orford's water systems showing raw water intakes, pump stations and transmission lines is provided in Figures 3.6.1, 3.6.2, 3.6.3. Port Orford has two raw water pump stations, intake piping, and raw water transmission piping for appropriating water from either Hubbard Creek or Garrison Lake.

3.3.1 North Fork of Hubbard Creek

The intake at the impoundment on Hubbard Creek consists of a pump station which houses two horizontally mounted centrifugal pumps. The building is an unfinished wood framed shed with a concrete slab floor that has an exterior suction well cast into it. The suction well extends into the water at the impoundment. The pump suction pipes draw water approximately four feet below the normal water surface at the impoundment. The existing pumps each have a capacity of 315 gpm and were installed in 2013.

The raw water transmission line that delivers Hubbard Creek water was constructed in two segments. Prior to construction of the treatment plant, water from Hubbard Creek was simply chlorinated and pumped to the reservoir on Deady Street. (The Deady Street reservoir has since been abandoned.) In 1983 the raw water piping was extended from the reservoir to the treatment plant with 4,880 ft of eight-inch PVC. The section of original raw water line from the impoundment to Deady Street was recently replaced and is also an eight-inch PVC pipeline.

3.3.2 Garrison Lake

Existing intake piping at Garrison Lake is located near the Pinehurst Dock. The original intake consisted of a suction strainer placed within a perforated manhole submerged along the shoreline near the Pinehurst dock. In the fall of 1993 the City was forced to use the Garrison Lake source because of siltation problems in the Hubbard Creek impoundment, and at that time the intake was extended to the end of the dock. The City utilized the lake water through the winter of 1993, but discontinued withdrawal from this source in late spring of 1994 when they began to receive taste and odor complaints due to increased algae growth. As previously discussed, modifications to the intake were implemented to deepen the point of withdrawal; however these modifications failed to improve water quality. The City has not used Garrison Lake as a primary water source since 1994.

Pumping facilities on the shore of Garrison Lake consist of two vertically mounted close coupled centrifugal pumps, with vacuum assisted priming and electrical controls. Pumps are 15 HP and are rated at 560 gpm each at 71 feet of total dynamic head.

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Rotary Club Request for Equipment

ITEM NO: 8 C.

Earlier in the year the Rotary Club asked for the City to provide internet services in the American Legion Hall. After discussions between Mayor Cox and myself it was decided that we would do that. It was installed in March. The cost for the install was \$99.00 and ongoing monthly charges are about \$92.97. In order to protect the city from people using the WIFI while the building is not being used we have implemented a sign out and sign in process. The person or group that is needing WIFI will have to come and sign for the router which is kept in city hall. Then once the group is done it will need to be returned to city hall.

After the internet was installed I, Jessica, received a quote from the rotary club president Mike Hewitt for all the equipment that is needed for the rotary club to have their hybrid meetings. The amount of the quote I received is \$4,184.98.

I have reviewed the lease which is attached and under section 4 it state that:

The city agrees to utilize funds from the regularly collected fees as follows: one-half of the proceeds will be utilized for the regular operation and maintenance of the facility and one half for enumerated improvements.

Section 7 of the lease states:

The City shall pay all utility costs associated with the regular operation of the facility.

Section 8 of the lease states:

Maintenance, repairs and alternations. The City shall provide all routine building maintenance and any structural repairs, which may be needed to maintain the integrity of the Facility as funds allow. Manager shall promptly notify the City of any maintenance needs or problems.

Section 9 of the lease states:

Capital Improvements. Once annually, Manager and City shall mutually agree upon a prioritized list of Capital Improvements and Maintenance projects and the amount of available funds communicated to the Manager. This enumerated list will be funded as set forth in section 4(d). One-half of the rent receipts for the year will be dedicated specifically for projects related to the Community Building and the American Legion Hall independently. Capital improvements funds will accrue in a dedicated line item until adequate funding is received for competition of the top prioritized projects. A record of the account will be provided by the City to the Manager on May 31 & Nov. 30 each year.

I have attached a copy of the rental funds that we have received from the Rotary club over the last few years. Since July 2018 till now we have collected \$7,669.89, half is \$3,834.95. The repairs and maintenance for the American Legion Hall are \$3,843.87 and that does not include utilities.

There was/is no agreement between the manager and the City. A list of Capital Improvements projects was not submitted to and/or reviewed by myself and the manager. I also do not take this as a capital improvement because it includes a laptop and a camera with speakers. The definition of Capital Improvement is a permanent structural alteration or repair to a property that improves it substantially, thereby increasing its overall value.

After reviewing the lease, the quote and knowing the definition of a capital improvement I had told Mr. Hewitt that these items did not qualify for the City to pay for. Mr. Hewitt disagreed and stated that he believes it is because he included the mounting kits. I explained that I still believe that it does not qualify.

Mr. Hewitt asked that the quote go to City Council for discussion and decision.

Attachments:

- 1) Spectrum New Service Charges
- 2) Unified Communications Quote
- 3) Community Center Management Agreement
- 4) Financials for American Legion Hall

Suggested Motions

Motion to Approve the hybrid meeting equipment for American Legion Hall

I move to approve the payment of \$4,184.98 to Unified Communications for the Rotary Club to purchase on behalf of the City and to have a licensed contractor to install the equipment at the American Legion Hall.

Motion to Deny the hybrid meeting equipment for the American Legion Hall

I move to deny the payment of \$4,184.98 to Unified Communications for the Rotary Club to purchase and have installed in the American Legion Hall.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator


NEW AND REVISED SERVICES AT 421 11th St , Port Orford OR 97465

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Spectrum Internet	Month to Month	1	\$ 72.98	\$ 72.98
Static IP 1	Month to Month	1	\$ 19.99	\$ 19.99
TOTAL*				\$92.97

ONE TIME CHARGE(S) AT 421 11th St , Port Orford OR 97465

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Installation	1		\$ 99.00
TOTAL*			\$99.00



Quote

Quote	#q126544
Created By	Debby Brewton
Date	3/11/2022

Tele-Communication, Inc. Phone: (800) 641-6416
 2075 East Governors Circle Fax: (713) 780-0932
 Houston, TX 77092, USA Billing: (800) 641-6416 Ext. 120

Sales: Sales@unifiedcommunications.com
 AR: AR@unifiedcommunications.com

BILL TO

Rotary Club Port Orford
 42610 Port Orford Loop Road
 Port Orford OR 97465
 United States

SHIP TO

ATTN: Michael Hewitt
 Rotary Club Port Orford
 42610 Port Orford Loop Rd.
 Port Orford OR 97465
 US, Phone:

Quote Expires

4/10/2022

Ordered By

Michael Hewitt

Sales Rep

Debby Brewton

Shipping Method

UPS® Ground

Cust PO

Michael 031122

Terms

Credit Card

Currency

USA

Exchange Rate

1

Item	Qty	List Price	Unit Price	Total Price
960-001398 Rally Plus includes the camera, two speakers, two WHITE mic pods for expanded room configuration options.	1	\$2,599.00	\$2,197.04	\$2,197.04
939-001644 Logitech Rally Mounting Kit contains camera, speaker, and hub mounts for Logitech Rally, plus cable retainers for secure connections.	1	\$149.99	\$127.06	\$127.06
952-000020 Logitech Rally Mic Pod Mount - WHITE Anchors Rally Mic Pod to a table or ceiling, with cable management for a clean installation.	4	\$69.99	\$60.70	\$242.80
952-000038 Logitech Rally Mic Pod - WHITE Add-on microphones for Rally contain multiple beamforming elements that focus on active speakers while automatically eliminating acoustic distractions. - White	2	\$349.99	\$303.65	\$607.30
952-000047 Logitech Rally Mic Pod Extension Cable adds 10 meters of additional reach to the cabling of Rally Mic Pod or Rally Mic Pod Hub	1	\$199.00	\$170.76	\$170.76
952-000009 Logitech Swytch - Connect a laptop to a room system's AV equipment for use with any video meeting or webinar.	1	\$999.00	\$840.02	\$840.02

Quoted prices are our best estimate and are subject to change based on actual freight charges, manuf. price increases, etc.



q126544



Quote

Quote	#q126544
Created By	Debby Brewton
Date	3/11/2022

Tele-Communication, Inc.
2075 East Governors Circle
Houston, TX 77092, USA

Phone: (800) 641-6416
Fax: (713) 780-0932
Billing: (800) 641-6416 Ext. 120

Sales: Sales@unifiedcommunications.com
AR: AR@unifiedcommunications.com

Complimentary Shipping Based on Customer Agreement

See our latest return/exchange policy:
<http://www.unifiedcommunications.com/t-returns.aspx>

Subtotal	\$4,184.98
Shipping Cost ¹	\$0.00
Handling Cost	\$0.00
Tax (0%) ²	\$0.00
Total	\$4,184.98

1. Freight, brokerage, duties may be calculated upon shipment.

2. Actual sales tax/VAT may be invoiced upon shipment. Send any exemptions to ap@unifiedcommunications.com.

Quoted prices are our best estimate and are subject to change based on actual freight charges, manuf. price increases, etc.



q126544

COMMUNITY CENTER MANAGEMENT AGREEMENT

AGREEMENT between the City of Port Orford, an Oregon municipal corporation, and the Rotary Club of Port Orford, an Oregon nonprofit corporation.

Recitals

1. The city of Port Orford (the City) is the owner of a facility known as the Community Building/American Legion Hall (the Facility), which is used for City, and community events.
2. The Rotary Club of Port Orford (the Manager) is a volunteer nonprofit corporation engaged in educational, social and charitable pursuits.
3. Both parties' desire to provide for an effective and efficient use of the Facility by the community, to promote community spirit, and aid the City by providing effective and efficient management of the Facility.
4. By entering into this Agreement, the management of the Facility will be undertaken by the Manager.

NOW, THEREFORE, the Parties agree as follows:

Section 1: Term. This Agreement shall take effect on 4/1/2019 and shall expire 10 years later, unless earlier terminated as provided herein. This Agreement shall automatically renew for additional periods of one year, unless either Party provides the other Party with notice of intent not to renew this Agreement not less than sixty days prior to the anniversary of the expiration date.

Section 2: Ownership of Facility and Improvements. The Facility is and shall remain the property of the City, and any permanent improvements to the Facility shall inure to the benefit of the City. The Management is not a tenant of the City, and does not by this Agreement acquire any right to occupancy or possession of the Facility, except as an agent of the City in performance of its duties under this Agreement.

Section 3: Manager's Duties. The Manager shall perform the following:

- (a) Operate the Facility as a community center, to provide meeting space for the public for community events and for social and other cultural activities;
- (b) Provide routine and customary property management for the Facility, including but not limited to, scheduling of activities, and storage in the Facility. City shall maintain the interior and exterior of Facility in a clean and presentable condition. City shall set policies for the use of the Facility and shall approve a schedule of fees and costs;
- (c) Collect all use fees, cleaning deposits, and other charges associated with use of the Facility, and shall remit such fees to the City no later than July 15 and January 15, along with a report of use of the Facility.
- (d) The Manager will notify the City of any proposed modification to either building and provide notice to the City of the building reservation location is changed.
- (e) Report to the City Council on the activities of the Manager in the management of the Facility not less than once annually. Manager shall report at such other times upon request by the City Council.

Rotary Management Agreement
February 21, 2019

FOOD SERVICE INSPECTION REPORT

Curry County, 94235 Moore Street Suite 121, Gold Beach OR 97444
(541) 247-3387

Facility: American Legion Hall

421 11th Street
Port Orford, OR 97465

Owner: Rotary Club of Port Orford
PO BOX 1284
Port Orford, OR 97465

Inspection Type: Semi-Annual Not Operating
Inspection Result: Complied
Facility ID #: KLAN-BJ5UPQ
Seats: 30
County: Curry
Inspector: Kent Downs Munoz
Inspection Date: 12/17/2020 05:00 PM

AN EVALUATION OF SANITATION ON YOUR PREMISES HAS THIS DAY BEEN MADE AND YOU ARE HEREBY NOTIFIED OF THE VIOLATIONS FOUND UNDER ORS 624 AND OAR 333-150. SUCH VIOLATIONS MAY RESULT IN DENIAL, SUSPENSION, OR REVOCATION OF YOUR LICENSE; OR CLOSURE OF THE FOOD SERVICE FACILITY MAY RESULT FROM UNCORRECTED VIOLATIONS OR FAILURE TO MAINTAIN THE MINIMUM ACCEPTABLE SCORE. YOU MAY OBTAIN A CONTESTED CASE HEARING FOR ANY DENIAL, SUSPENSION OR CLOSURE BY CONTACTING THE LICENSING AGENCY. SUCH HEARINGS ARE IN ACCORDANCE WITH ORS CHAPTER 183.

FOODBORNE ILLNESS RISK FACTORS

	IN=In Compliance	OUT=Out of Compliance	N/O=Not Observed during inspection	N/A=Not Applicable to this facility
	Supervision			PHF/TCS Food-Time/Temperature
1	PIC present, demonstrates knowledge, performs duties		16	Proper cooking time and temperatures
	Employee Health			Proper reheating procedures for hot holding
2	Management awareness; policy present		17	Proper cooling time and temperatures
3	Proper use of restriction & exclusion		18	Proper hot and cold holding temperatures
	Good Hygienic Practices			RESERVED
4	Proper eating, tasting, drinking, or tobacco use		19	Proper date marking and disposition
5	No discharge from eyes, nose, and mouth		20	Time as a public health control: procedures & records
	Preventing Contamination by Hands			Consumer Advisory
6	Hands clean and properly washed		21	Consumer advisory provided for raw or undercooked foods
7	Minimize bare hand contact with ready-to-eat foods		22	Highly Susceptible Populations
8	Adequate handwashing sinks, properly supplied and accessible		23	RESERVED
	Approved Source			Chemical
9	Food obtained from approved source		24	Food additives: approved and properly used
10	Food received at proper temperature		25	Toxic substances properly identified, stored & used
11	Food in good condition, safe and unadulterated		26	Conformance with Approved Procedures
12	Required records available: shellstock tags, parasite destr.		27	Compliance with variance, spec. process, ROP or HACCP plan
	Protection From Contamination			
13	Food separated and protected			
14	Food-contact surfaces: cleaned and sanitized			
15	Proper disp. of returned, prev. served, recondit. & unsafe food			

Risk factors are improper practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public Health Interventions are control measures to prevent foodborne illness or injury.

ADDITIONAL ITEMS OF PUBLIC HEALTH CONCERN

	OUT=Out of Compliance			
	Safe Food and Water		Proper Use of Utensils	
28	Pasteurized eggs used where required	41	In-use utensils: properly stored	
29	Water and ice from approved source	42	Utensils, equipment & linens: properly stored, dried, and handled	
30	Variance obtained for specialized processing methods	43	Single-use & single-service articles: properly stored & used	
	Food Temperature Control		Gloves used properly	
31	Proper cooling methods used; adequate equip. for temp control	44	Utensils, Equipment and Vending	
32	Plant food properly cooked for hot holding	45	Food & non-food contact surf. cleanable, proper design/constr/use	
33	Approved thawing methods used	46	Warewashing facilities: installed, maintained, and used; test strips	
34	Thermometers provided and accurate	47	Non-food contact surfaces clean	
	Food Identification		Physical Facilities	
35	Food properly labeled; original container	48	Hot and cold water available; adequate pressure	
	Prevention of Food Contamination		49	Plumbing installed; proper backflow devices
36	Insects, rodents, and animals not present	50	Sewage and waste water properly disposed	
37	Contam prevented during food preparation, storage & display	51	Toilet facilities: properly constructed, supplied, & clean	
38	Personal cleanliness	52	Garbage/refuse properly disposed; facilities maintained	
39	Wiping cloths: properly used and stored	53	Physical facilities installed, maintained, & clean	
40	Washing fruits and vegetables	54	Adequate ventilation and lighting; designated areas used	
		55	Oregon-specific violations	

Priority item (P) means a provision that has a direct connection to preventing foodborne illness and compliance is a priority.

Priority foundation item (Pf) includes an item that requires specific actions, equipment or procedures by management to control risk factors such as; personnel training, equipment, documentation, record keeping, and labeling.

Core item includes an item that is usually related to general sanitation, operational controls, sanitation standard operating procedures (SOPs), facilities or structures, equipment design or general maintenance.

Priority and Priority Foundation Score =

Core Item Total = 0

Manager agrees to make available for inspection by the City all records maintained by the Manager relating to its duties as defined herein, and to allow the City to conduct an audit thereof;

- (f) Furnish necessary personnel to provide the services set forth in this Agreement. If such personnel are remunerated employees of the Manager, Manager shall be solely responsible for wages, benefits, workers' compensation insurance, unemployment insurance, and all other costs associated with such employees.

Section 4: Manager's Use of the Facility; Fund-raising Activities.

- (a) Manager and the City acknowledge that the Manager plans to use the Facility for its own organizational, educational, cultural, social and charitable pursuits, unrelated to its management activities under this Agreement. In scheduling its events, **Manager will give itself no special consideration.**
- (b) Manager and the City desire to make improvements to the Facility, and to that end, the Manager may engage in fund-raising activities for such purpose at the Facility.
- (c) The Parties recognize that the City has an interest in seeing improvements made which are appropriate to, and enhance the functioning of, the Facility as a community facility, and the Manager may be able to assist the City in obtaining grants to make such improvements. To this end, the Manager may apply for grants to improve the Facility as an agent of the City, if the Manager, prior to making grant applications for improvements to the Facility, coordinates its plans with the City's Parks Commission. The City determines whether it deems the proposed improvement is appropriate, and, if so deemed, will cooperate with the Manager in preparing and/or submitting grant applications for such improvements. Nothing in this subsection shall be deemed to grant the Manager a property interest in the Facility, and any improvements constructed thereto shall be the sole property of the City.
- (d) The City agrees to utilize funds from the regularly collected fees as follows: one-half of the proceeds will be utilized for the regular operation and maintenance of the Facility and one-half for enumerated improvements. Financial balance reports to be provided by the City to the Manager no later than May 31 and Nov. 30.

Section 5: Funds Available and Authorized. The City reasonably believes at the time of entering into this Agreement that sufficient funds will be available and authorized for expenditure to finance costs of this Agreement within the City's current and future appropriation or expenditure limitation, and that the city will be able to provide insurance for the Manager as set forth under Section 6 and Section 7 of this Agreement.

Section 6: Insurance. The City will maintain property insurance on the Facility and property owned by the City. The Manager will maintain property coverage on any property owned by the Manager. Both parties agree to waive subrogation for insured property losses.

The City will maintain liability insurance covering the City and its employees. The Manager will maintain general liability insurance covering the Manager and its employees and volunteers.

If requested the City shall name the Manager as an additional insured on its liability coverage.

If requested the Manager shall name the City as an additional insured on its liability coverage.

Section 7: Utilities. The City shall pay all utility costs associated with the regular operation of the Facility.

Section 8: Maintenance, Repairs and Alterations. The City shall provide all routine building maintenance and any structural repairs, which may be needed to maintain the integrity of the Facility as funds allow. Manager shall promptly notify the City of any maintenance needs or problems. The City and the Manager shall jointly prepare prioritized list of major projects for improvement, maintenance, and repair of the Facility.

Section 9: Capital Improvements. Once annually, Manager and City shall mutually agree upon a prioritized list of Capital Improvements and Maintenance projects and the amount of available funds communicated to the Manager. This enumerated list will be funded as set forth in section 4(d). One-half of the rent receipts for the year will be dedicated specifically for projects related to the Community Building and the American Legion Hall independently. Capital Improvement funds will accrue in a dedicated line item until adequate funding is received for completion of the top prioritized projects. A record of the account will be provided by the City to the Manager on May 31 & Nov. 30 each year.

Section 10: Expenditure of Funds. One-half of the rent receipts for the year will be deposited in a dedicated line item for expenditure pursuant to Section 10 of this Agreement. As soon as possible after the end of the fiscal year, the priority list will be updated, and the amount of available funds communicated to Manager. If an expenditure, or project, is listed on the priorities list jointly developed, the Manager must present bills/invoices to the Finance Director for payment out of the available funds. If the project/expenditure is not on the list, prior approval will be needed before payment can be made.

Section 11: Tax Liability. The Parties agree to submit this Agreement to the Curry County Assessor for a determination whether this Agreement makes the Facility subject to ad valorem real property tax under Oregon Law. If the Assessor provides written documentation that this Agreement does not subject the Facility to such taxation, the Manager will refrain from engaging in any activity or use of the Facility beyond the scope of this Agreement which would subject the Facility, or any portion thereof, to ad valorem real property taxes, without first obtaining consent of the City.

Section 12: Assignment. The Manager shall not assign, transfer or attempt to assign or transfer or permit any involuntary assignment or transfer of its rights or obligations under this Agreement in whole or in part without the prior written consent of the City. Any such assignment, transfer, or attempt to assign or transfer, whether involuntary or voluntary, without prior written consent, shall render this Agreement automatically null and void.

Section 13: No remuneration. The Manager's personnel shall perform the work required under this Agreement as Manager's personnel, with no expectation of remuneration from the City. Although the City reserves the right to evaluate the quality of the Manager's performance, the Manager is responsible for determining the appropriate means and manner of performing the work. Manager shall be responsible for all federal or state taxes applicable to any consideration conferred on the Manager under this Agreement.

Section 14: Compliance with Applicable Law. Manager shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 15: Indemnity. Manager shall defend, save, hold harmless and indemnify the City, its officers, employees, and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent acts or intentional misconduct of the Manager, its officers, employees, subcontractors, or agents under this Agreement. The City shall likewise defend, hold harmless and indemnify the Manager, its officers, employees, and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent acts or intentional misconduct of the City, its officials, officers, employees, or agents under this Agreement.

Section 16: Severability. The Parties agree that 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 the Agreement did not contain the particular terms or provision held to be invalid

Section 17: Waiver. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

Section 18: Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 19: Termination; Default.

- (a) Notwithstanding anything to the contrary herein, either party shall have the right to terminate the Management Agreement with thirty (30) days written notice to the other party.
- (b) Parties' timely performance is of the essence of this Agreement. Either Party, by delivering written notice of default, may immediately terminate this Agreement, in whole or in part. If either party fails to perform the obligations set forth in this Agreement within the times specified or allowed under this Agreement, or fails to perform any of the provisions of this Agreement, or so fails to pursue the obligations set forth in this Agreement as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice of such failure, does not correct such failure within fifteen calendar days, or such other period as the Parties' may agree.

As directed by the City, Manager shall, upon termination, deliver to the City all documents, information, and other property that, if the Agreement had been completed, would be required to be furnished to the City. By Manager's signature on this Agreement, Manager allows the City to use said documents for their intended use, without restriction.

- (c) The rights and remedies of either Party provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 20: Building Policies and Fee Schedule; Review. The City Council will adopt policies, procedures and fees for building use and rental, and will attempt to review such policies, procedures and fees not less than once yearly. The policies, procedures and fees in effect as of the date of the execution of this Agreement are attached hereto as "Exhibit A" or successor thereof. The City will provide the Manager with notice of and opportunity to present input into such pending review or proposed change.

Section 21: Merger. This contract constitutes the entire Agreement between the Parties. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except

EXHIBIT (A)
Port Orford Community Center
USE AND DEPOSIT FEE SCHEDULE FOR EITHER THE COMMUNITY BUILDING
AND/OR THE AMERICAN LEGION HALL

Non-Local User	\$150.00 per day
(i.e., vendor, private socials)	
Non-local Governmental Agency	\$50.00 per day
(i.e., county or state agency presenting information to the community or similar)	
Local Commercial	\$100.00 per day
(i.e., private businesses/vendors)	
Local Non-commercial	\$50.00 per day
(i.e., private socials or similar)	
Local Only - Off Site Rectangular Table/Folding Chair Rental	\$10 per table/\$2 per chair
Cleaning/Rental Deposit	\$100 per event
(dust, mop, clean floors, sinks, bathrooms)	

DEFINITIONS

Local User: a person who resides, an organization most of whose members reside, or a business whose owners reside in the service area of Port Orford, Sixes, Langlois Postal Service area.

Non-commercial: means no admission charge and no selling or only incidental selling of merchandise is involved. (i.e., a free concert at which the performer has a tables selling the performer’s CD’s, t-shirts, etc.)

Commercial: means to charge an admission fee for the event, or no admission is charged, but the major activity is the selling of goods or services.

Public/Non-profit means an organization whose role is community support, education, entertainment and/or edification of the local community. (i.e., a school club, a 501 c(3) organization, a volunteer group, an ad hoc community seeking to promote the community, etc.)

NOTE: The Port Orford Community Building will not be rented to any organization that discriminates or refuses membership to people because of their race, color, religion, ancestry, national origin, gender, age, marital or veteran status, physical or mental disability, sexual orientation, on-the-job injury, or any other legally protected characteristic or status.

Payment: NOTE: the deposit check must be paid separately.

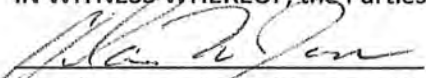
Make all check payable to: **Rotary Club of Port Orford/CB or ALH Rent**

Paying in person: checks, applications, insurance etc. - Gold Beach Lumber, Port Orford

Mailing Rent: checks, applications, insurance etc. – Rotary Club of Port Orford,
 PO Box 1284
 Port Orford, OR 97465

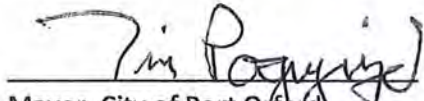
by written instrument. Any such waiver, alteration, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given and shall be valid and binding only if it is signed by all Parties' to the Agreement. The failure of the City to enforce any provisions of the Agreement shall not constitute a waiver by the City of that or any other provision. There are no understandings, agreements or representation, oral or written, regarding this Agreement except as specified or referenced herein. The Parties', by their signature of its authorized representative below, hereby acknowledge that it has read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed:



President, Port Orford Rotary Club

3/6/2019
Date



Mayor, City of Port Orford

3/6/2019
Date

City of Port Orford

Detail Report with Activity and Encumbrance Account Detail

Date Range: 07/01/2018 - 04/14/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance	
Fund: 014 - PARKS FUND								
<u>014-00-44420</u>								
	American Legion Income/Rent	0.00	-7,669.89	-7,669.89	0.00	0.00	0.00	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
03/29/2019	CLPKT01410	R00030848	ROTARY RENT COLLECTIONS jULY 2018-DECEMBER 20		-4,109.47	-4,109.47		
06/30/2019	GLPKT07990	JN05951	FY-19 Receivables		-320.18	-4,429.65		
07/05/2019	GLPKT07990	JN05951	FY-19 Receivables		320.18	-4,109.47		
08/14/2019	CLPKT01627	R00061055	January-June 2019 rentals RENT AMER. LEGION BUIL		-320.18	-4,429.65		
08/29/2019	CLPKT01656	R00061409	January to June 2019 RENT AMER. LEGION BUILDING		-945.00	-5,374.65		
03/05/2020	CLPKT01945	R00065479	LEGION HALL RENT AMER. LEGION BUILDING		-1,220.05	-6,594.70		
06/30/2020	GLPKT09159	JN06249	DJ-4		-600.00	-7,194.70		
07/02/2020	GLPKT09159	JN06249	DJ-4		600.00	-6,594.70		
08/26/2020	CLPKT02187	R00069028	LEGION HALL RENT RENT AMER. LEGION BUILDING		-700.19	-7,294.89		
09/29/2021	CLPKT02847	R00077464	ROTARY CLUB RENT AMER. LEGION BUILDING		-175.00	-7,469.89		
04/05/2022	CLPKT03178	R00081534	ROTARY CLUB OF PORT ORFORD RENT AMER. LEGION		-200.00	-7,669.89		
Total Fund: 014 - PARKS FUND:		0.00	-7,669.89	-7,669.89	0.00	0.00	0.00	
Grand Totals:		0.00	-7,669.89	-7,669.89	0.00	0.00	0.00	

City of Port Orford

Detail Report with Activity and Encumbrance Account Detail

Date Range: 07/01/2018 - 04/14/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance	
Fund: 014 - PARKS FUND								
<u>014-00-62744</u>	Electricity-Legion Hall	0.00	3,623.37	3,623.37	0.00	0.00	0.00	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
07/05/2018	GLPKT06849	JN05641	DJ-3		-117.54	-117.54		
07/12/2018	APPKT01880	INV0010580	Acct# 1590025 Meter #56583 Legion Hall		117.54	0.00		
08/14/2018	APPKT01904	INV0010686	Acct# 1590025 Meter# 56583 Amer Leign Hall		117.16	117.16		
09/11/2018	APPKT01924	INV0010798	Acct# 1590025 Meter #56583 Amer Leign Hall		97.79	214.95		
10/15/2018	APPKT01947	INV0010905	Acct# 1590025 Meter# 56583 Amer Legion Hall		104.41	319.36		
11/26/2018	APPKT01969	INV0011021	Acct# 1590025 Meter #56583 Amer Legion Hall		125.79	445.15		
12/13/2018	APPKT01979	INV0011090	Acct# 1590025 Meter# 56583 Amer Legion Hall		118.12	563.27		
01/16/2019	APPKT02007	INV0011216	Acct# 1590025 Meter# 56583 Amer Legion Hall		115.82	679.09		
02/13/2019	APPKT02029	INV0011282	Acct# 1590025 Meter# 56583 American Legion Hall		103.83	782.92		
03/12/2019	APPKT02047	INV0011375	Acct# 1590025 Meter# 56583 Amer Legion Hall		187.36	970.28		
04/17/2019	APPKT02068	INV0011501	Acct# 1590025 Meter# 56583 Amer Legion Hall		110.16	1,080.44		
05/16/2019	APPKT02085	INV0011594	Acct# 1590025 Meter #56583 Amer Legion Hall		118.31	1,198.75		
06/12/2019	APPKT02100	INV0011655	Acct# 1590025 Meter#56583 Amer Legion Hall		155.62	1,354.37		
06/30/2019	GLPKT07990	JN05947	FY-19 Payables		129.44	1,483.81		
07/05/2019	GLPKT07990	JN05947	FY-19 Payables		-129.44	1,354.37		
07/18/2019	APPKT02137	INV0011803	Acct# 1590025 Meter #56583 Amer Legion Hall		129.44	1,483.81		
08/14/2019	APPKT02154	INV0011868	Acct# 1590025 Meter#56583 Amer Legion Hall		118.70	1,602.51		
09/18/2019	APPKT02185	INV0011976	Acct# 1590025 Meter#56583 Amer Legion Hall		100.95	1,703.46		
10/10/2019	APPKT02209	INV0012059	Acct# 1590025 Meter#56583 Amer Legion Hall		125.41	1,828.87		
11/19/2019	APPKT02236	INV0012184	Acct# 1590025 Meter# 56583 Amer Legion Hall		153.89	1,982.76		
12/11/2019	APPKT02247	INV0012252	Acct# 1590025 Meter# 56583 Amer Legion Hall		127.13	2,109.89		
01/15/2020	APPKT02274	INV0012347	Acct# 1590025 Meter# 56583 Amer Legion Hall		156.96	2,266.85		
02/12/2020	APPKT02294	INV0012434	Acct# 1590025 Meter# 56583 Amer Legion Hall		139.70	2,406.55		
03/11/2020	APPKT02327	INV0012548	Acct# 1590025 Meter# 56583 Amer Legion Hall		141.62	2,548.17		
04/16/2020	APPKT02347	INV0012665	Acct# 1590025 Meter#56583 Amer Legion		124.16	2,672.33		
05/13/2020	APPKT02360	INV0012722	Acct# 1590025 Meter #56583 Amer Legion Hall		123.68	2,796.01		
06/17/2020	APPKT02377	INV0012812	Acct# 1590025 Meter56583 Legion Hall		124.74	2,920.75		
06/30/2020	GLPKT09159	JN06248	DJ-3		143.82	3,064.57		
07/02/2020	GLPKT09159	JN06248	DJ-3		-143.82	2,920.75		
07/17/2020	APPKT02400	INV0012932	Acct#1590025 Meter#56583 Amer Legion Hall		143.82	3,064.57		
08/17/2020	APPKT02424	INV0013014	acct# 1590025 Meter#56583 Amer Legion Hall		138.75	3,203.32		
09/17/2020	APPKT02446	INV0013134	Acct#1590025 Meter #56583 Amer Legion Hall		146.26	3,349.58		
10/16/2020	APPKT02465	INV0013232	Acct#1590025 Meter#56583 Amer Legion Hall		144.12	3,493.70		
02/04/2021	APPKT02552	026070/3	Hillman		0.74	3,494.44		

Detail Report with Activity and Encumbrance

Date Range: 07/01/2018 - 04/14/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance	
<u>014-00-62744</u>	Electricity-Legion Hall - Continued	0.00	3,623.37	3,623.37	0.00	0.00	0.00	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
02/04/2021	APPKT02552	0206069/3	LED Bulb		16.99	3,511.43		
03/05/2022	APPKT02857	INV0014981	Acct# 1590025 Amer Legion Hall		111.94	3,623.37		
<u>014-00-62827</u>	R & M - American Legion	0.00	3,843.87	3,843.87	0.00	0.00	0.00	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
07/05/2018	GLPKT06849	JN05641	DJ-3		-72.25	-72.25		
07/10/2018	APPKT01876	544912	Toilet Tissue		31.46	-40.79		
07/10/2018	APPKT01876	543908	Trash Bags		40.79	0.00		
08/14/2018	APPKT01904	547044	TP, Mop Head, Liquid Enzymes		38.91	38.91		
09/11/2018	APPKT01924	373396	Toilet Tissue and Soap		36.31	75.22		
10/24/2018	APPKT01956	3954377	Annual Maintenance		26.00	101.22		
10/24/2018	APPKT01956	550233	Trash Bags, Brown Towels and Toilet Tissue		110.90	212.12		
01/03/2019	APPKT01997	553377	Toilet Tissue		32.06	244.18		
02/28/2019	APPKT02039	555601	5 cases Toilet Paper		32.06	276.24		
03/05/2019	APPKT02044	386183	Thermostat for Fridge @ Leign Hall		113.00	389.24		
04/03/2019	APPKT02057	556839	Trash Bags, Towels, Tissue		71.04	460.28		
04/03/2019	APPKT02057	SD198740	Repairs to Legion Hall		228.33	688.61		
05/16/2019	APPKT02085	559065	Toilet Tissue, Trash Bags		58.06	746.67		
06/27/2019	APPKT02112	560979	Toilet Tissue, Brown Towels, Mop		57.16	803.83		
08/08/2019	APPKT02151	563004	Toilet Tissue		39.68	843.51		
09/03/2019	APPKT02170	564065	Papertowels,TP, Dog Waste Bags		62.54	906.05		
10/10/2019	APPKT02209	565040	Trash Bags & Toilet Tissue		57.72	963.77		
11/04/2019	APPKT02229	5776890	Main on Fire Ext.		35.88	999.65		
11/19/2019	APPKT02236	567598	Brown Towel & Toilet Tissue		80.54	1,080.19		
12/19/2019	APPKT02256	INV0012292	Bimonthly Pest Control Agreement		75.00	1,155.19		
01/08/2020	APPKT02271	393619	Trash bags, TP		82.22	1,237.41		
03/18/2020	APPKT02335	572832	TP and Disinfectant		41.42	1,278.83		
04/06/2020	APPKT02344	022958/3	Bulbs		24.98	1,303.81		
06/30/2020	APPKT02384	577284	TP,Paper towels, hand soap		104.90	1,408.71		
08/05/2020	APPKT02419	579033	TP, Trash Bags, Urinal Screen		70.36	1,479.07		
08/26/2020	APPKT02431	580058	Dog Waste Bags, Hand Soap, TP, Papertowels		105.72	1,584.79		
10/09/2020	APPKT02460	582043	Toilet Tissue, hand soap, trash bags, mop		85.15	1,669.94		
11/10/2020	APPKT02484	7950894	Fire Ext Main-Legion Hall, Comm Bldg		28.00	1,697.94		
12/03/2020		PO01234	Custodial Supplies				40.82	40.82
12/03/2020		PO01234	Custodial Supplies				40.78	81.60
12/03/2020		PO01234	Custodial Supplies				11.41	93.01
12/03/2020		PO01234	Custodial Supplies				7.73	100.74
12/03/2020		PO01234	Custodial Supplies				5.86	106.60
12/11/2020	POPKT01471	584768	10 Gallon Clear Liner		5.86	1,703.80		
12/11/2020		PO01234	Custodial Supplies				-5.86	100.74
12/11/2020	POPKT01471	584768	16 Gallon Value Liner		7.73	1,711.53		

Detail Report with Activity and Encumbrance

Date Range: 07/01/2018 - 04/14/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
014-00-62827	R & M - American Legion - Continued	0.00	3,843.87	3,843.87	0.00	0.00	0.00
			Project Account	Amount	Running Balance	Encumbrance	Running Balance
	Post Date	Packet Number	Number	Description			
	12/11/2020		PO01234	Custodial Supplies		-7.73	93.01
	12/11/2020	POPKT01471	584768	Sofpull Roll Towel	40.78	1,752.31	
	12/11/2020		PO01234	Custodial Supplies		-40.78	52.23
	12/11/2020	POPKT01471	584768	Small Core Toilet Tissue	40.82	1,793.13	
	12/11/2020		PO01234	Custodial Supplies		-40.82	11.41
	12/16/2020	POPKT01474	585046	33 Gallon Tuff-Tex Liner	11.41	1,804.54	
	12/16/2020		PO01234	Custodial Supplies		-11.41	0.00
	02/04/2021		PO01258	Custodial Supplies		41.42	41.42
	02/04/2021		PO01258	Custodial Supplies		24.11	65.53
	02/11/2021	POPKT01499	587131	3 cases sofpull towel	24.11	1,828.65	
	02/11/2021		PO01258	Custodial Supplies		-24.11	41.42
	02/11/2021	POPKT01499	587131	5 cases small core toilet tissue	41.42	1,870.07	
	02/11/2021		PO01258	Custodial Supplies		-41.42	0.00
	04/19/2021		PO01278	Custodial Supplies		25.09	25.09
	04/19/2021		PO01278	Custodial Supplies		10.26	35.35
	04/26/2021		PO01281	Hand Soap		21.13	56.48
	04/28/2021	POPKT01530	412579	Azure Hand Soap	10.26	1,880.33	
	04/28/2021		PO01278	Custodial Supplies		-10.26	46.22
	04/28/2021	POPKT01530	412844	Azure Hand Soap	21.13	1,901.46	
	04/28/2021		PO01281	Hand Soap		-21.13	25.09
	04/28/2021	POPKT01530	412579	Small Core Toilet Tissue	25.09	1,926.55	
	04/28/2021		PO01278	Custodial Supplies		-25.09	0.00
	06/04/2021	APPKT02635	837945	Reach in True Cooler	793.00	2,719.55	
	06/17/2021	APPKT02644	592244	Paper Towels, TP & Trash Bags	73.26	2,792.81	
	06/24/2021	APPKT02647	592542	Hand Soap	21.13	2,813.94	
	06/29/2021	APPKT02658	INV0014084	Reimburse for Paint @ American Legion Hall	173.98	2,987.92	
	07/14/2021	APPKT02671	593109	Trash Bags	41.39	3,029.31	
	07/30/2021		PO01305	paper towels		65.51	65.51
	07/30/2021		PO01305	paper towels		65.51	131.02
	07/30/2021		PO01305	paper towels		-65.51	65.51
	08/11/2021	POPKT01588	594729	26480 paper towels + bags	65.51	3,094.82	
	08/11/2021		PO01305	paper towels		-65.51	0.00
	08/31/2021	APPKT02718	057061/1	Water Heater	479.99	3,574.81	
	10/19/2021	APPKT02747	10635224	Annual Maintenance Legion Hall/Comm Bldg	28.00	3,602.81	
	01/07/2022	APPKT02812	637924	Repair Legion Hall door cooler	60.00	3,662.81	
	01/12/2022		PO01373	janitor supplies		108.03	108.03
	02/02/2022	APPKT02850	INV0014944	Male/Female Adaptor	23.04	3,685.85	
	02/02/2022	APPKT02850	D48425/3	Valve	49.99	3,735.84	
	02/03/2022	POPKT01703	601345	Paper Towels, Toilet Tissue & Trash Bags	108.03	3,843.87	

Detail Report with Activity and Encumbrance

Date Range: 07/01/2018 - 04/14/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
014-00-62827	R & M - American Legion - Continued	0.00	3,843.87	3,843.87	0.00	0.00	0.00
Post Date	Packet Number	Number	Description	Project Account	Running Balance	Encumbrance	Running Balance
02/03/2022		PO01373	janitor supplies			-108.03	0.00
Total Fund: 014 - PARKS FUND:		0.00	7,467.24	7,467.24	0.00	0.00	0.00
Grand Totals:		0.00	7,467.24	7,467.24	0.00	0.00	0.00

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
014 - PARKS FUND	0.00	7,467.24	7,467.24	0.00	0.00	0.00
Grand Total:	0.00	7,467.24	7,467.24	0.00	0.00	0.00

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Budget Committee Appointment-Kelly Bechtel

ITEM NO: 8 D.

Attached is the Application for the Budget Committee for Kelly Bechtel.

Suggested Motions

Motion to Approve the Appointment of Kelly Bechtel

I move to approve the appointment of Kelly Bechtel to the Budget Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Kelly Bechtel

I move to deny the application for appointment of Kelly Bechtel to the Budget Committee for Fiscal Year 2023.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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Budget

APPLICATION FOR APPOINTMENT TO COMMISSION, COMMITTEE OR TASK FORCE

If you do not wish to have any specific information in this form given out to the general public, please let us know, in writing, and tell us the reason why. We will try to honor your request within the constraints of the applicable public records law

I am interested in serving as a member of the Budget Committee

Name: Kelly Bechtel

Mailing Address: 1221 Lakeshore Dr., Port Orford 97465

Home Address: _____

Home Phone: 541-840-6944 Work Phone: _____ Fax: _____

E-mail: kbechtel541@gmail.com

Current Employment: Reactor - Beach Loop Realty

Area of Interest: City committees

Area of expertise: _____

Why do you want to serve? to be involved in the city and helping grow.

Previous service in this appointed position or similar position _____

Other volunteer activities Parks Committee member, Visitor Center

Does your schedule allow you to attend;

Daytime Meetings yes no Evening meeting yes no

Does your schedule limit the day you could attend meetings? yes no

Have you ever been convicted of a crime? yes no If yes, please explain

Additional Comments _____

Date: 4.1.22

Signature: Kelly Bechtel

Please return application to:

City of Port Orford
P.O. Box 310
Port Orford, OR 97465

Phone: 541-366-4568

Fax: 1-877-281-5307

email: jginsburg@portorford.org

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Budget Committee Appointment- Barbara Wright

ITEM NO: 8 E.

Attached is the Application for the Budget Committee for Barbara Wright.

Suggested Motions

Motion to Approve the Appointment of Barbara Wright

I move to approve the appointment of Barbara Wright to the Budget Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Barbara Wright

I move to deny the application for appointment of Barbara Wright to the Budget Committee for Fiscal Year 2023.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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APPLICATION FOR APPOINTMENT TO COMMISSION, COMMITTEE OR TASK FORCE

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If you do not wish to have any specific information in this form given out to the general public, please let us know, in writing, and tell us the reason why. We will try to honor your request within the constraints of the applicable public records law

I am interested in serving as a member of the Budget Committee

Name: Barbara Wright

Mailing Address: 677 9th Street, Port Orford, Ore. 97465

Home Address: same

Home Phone: 503-476-5848 Work Phone: 541-247-6604 Fax: _____

E-mail: bjoywright@frontier.com

Current Employment: Central Curry School District

Area of Interest: Community Service

Area of expertise: Education, communications

Why do you want to serve? We plan on making Port Orford our forever home. I want to invest myself in the community and serving on this committee will afford me opportunity to do so.
Previous service in this appointed position or similar position _____

Other volunteer activities Treasurer of Hillsboro Soccer Club, Secretary of Washington County Rep. Party, Precinct Committee Person, Art Literacy Teacher, Cub Scout Leader, Odyssey of the Mind Coach, Sunday School teacher

Does your schedule allow you to attend;

Daytime Meetings yes no Evening meeting yes no

Does your schedule limit the day you could attend meetings? yes no

Have you ever been convicted of a crime? yes no If yes, please explain

Additional Comments _____

Date: 4-8-22 Signature: Barbara Wright

Please return application to:

City of Port Orford
P.O. Box 310
Port Orford, OR 97465

Phone: 541-366-4568

Fax: 1-877-281-5307

email: jginsburg@portorford.org

Basic Background Check completed

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Budget Committee Appointment- Cory Aschauer

ITEM NO: 8 F.

Attached is the Application for the Budget Committee for Cory Aschauer.

Suggested Motions

Motion to Approve the Appointment of Cory Aschauer

I move to approve the appointment of Cory Aschauer to the Budget Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Cory Aschauer

I move to deny the application for appointment of Cory Aschauer to the Budget Committee for Fiscal Year 2023.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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APPLICATION FOR APPOINTMENT TO COMMISSION, COMMITTEE OR TASK FORCE

If you do not wish to have any specific information in this form given out to the general public, please let us know, in writing, and tell us the reason why. We will try to honor your request within the constraints of the applicable public records law

I am interested in serving as a member of the Budget Committee

Name: Cory Aschauer

Mailing Address: PO Box 181, Port Orford, OR 97465

Home Address: 2110 Jackson St.

Home Phone: 541-954-4787 Work Phone: _____ Fax: _____

E-mail: cory.aschauer@gmail.com

Current Employment: Independent Contractor - Paralegal.

Area of Interest: _____

Area of expertise: Legal / Administrative

Why do you want to serve? To help our beautiful town.

Previous service in this appointed position or similar position Ran budgets for Department of Justice - Law Firms

Other volunteer activities _____

Does your schedule allow you to attend;

Daytime Meetings yes no Evening meeting yes no

Does your schedule limit the day you could attend meetings? yes no

Have you ever been convicted of a crime? yes no If yes, please explain

Additional Comments _____

Date: 4/11/2022 Signature: Cory Aschauer

Please return application to:

City of Port Orford
P.O. Box 310
Port Orford, OR 97465

Phone: 541-366-4568

Fax: 1-877-281-5307

email: jginsburg@portorford.org

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Port Orford Historic Preservation Commission- Maurisa Maekstein

ITEM NO: 8 G.

Attached is the Application for the Port Orford Historic Preservation Commission for Maurisa Markstein.

Suggested Motions

Motion to Approve the Appointment of Maurisa Markstein

I move to approve the appointment of Maurisa Markstein to the Port Orford Historic Preservation Commission.

Motion to Deny the Appointment of Maurisa Markstein.

I move to deny the application for Maurisa Markstein to join the Port Orford Historic Preservation Commission.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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APPLICATION FOR APPOINTMENT TO COMMISSION, COMMITTEE OR TASK FORCE

If you do not wish to have any specific information in this form given out to the general public, please let us know, in writing, and tell us the reason why. We will try to honor your request within the constraints of the applicable public records law

I am interested in serving as a member of the PORT ORFORD PRESERVATION COMMISSION

Name: MAURISA MARKSTEIN

Mailing Address: P.O. BOX 1031, PORT ORFORD OR 97465

Home Address: 1027 IDAHO ST, " " "

Home Phone: (541) 332-0677 cell Work Phone: 541-253-6114 Fax: NONE

E-mail: maurisa.mary@gmail.com

Current Employment: N/A

Area of Interest: HISTORICAL PRESERVATION, COMMUNITY CULTURAL HISTORY,

Area of expertise: HISTORICAL ARCHITECTURE AND HUMANITIES

UPPER DIVISION EDUCATION. HAND DRAWN DRAFTING.

Why do you want to serve? SEPARATE FACTS FROM FICTION... COMMUNITY OUTREACH, EDUCATION... PRESERVE AND SHOWCASE PORT ORFORD'S HISTORICAL CULTURE OF THE SETTLERS AND INDEGENOUS PEOPLES.

Previous service in this appointed position or similar position NONE SPECIFICALLY, ALTHOUGH OVER 6 YEARS IN ARCHITECTURE AND HISTORY STUDIES... AND, MANY YEARS OF ATTENDING COUNCIL MEETINGS AND CITIZEN ACTION GROUPS.

Other volunteer activities PORT ORFORD FRIENDS OF FERRAL CATS.

Does your schedule allow you to attend;

Daytime Meetings yes no Evening meeting yes no

Does your schedule limit the day you could attend meetings? yes no

Have you ever been convicted of a crime? yes no If yes, please explain

Additional Comments I OWN AND CHERISH OUR HOUSE AT 1027 IDAHO ST., PORT ORFORD, OR - SINCE 2002 - BUILT IN 1882, POSSIBLY THE OLDEST HOUSE IN TOWN...

Date: 3/22/22 Signature: Maurisa Markstein

Please return application to:

City of Port Orford
P.O. Box 310
Port Orford, OR 97465

Phone: 541-366-4568

Fax: 1-877-281-5307

email: jginsburg@portorford.org

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Right-Of-Way License Request- Katrina Smith

ITEM NO: 8 H.

Katrina Smith from Paramount Utility has requested a Right of Way license for 705 Jackson Street Apt 2.

Public Works has approved this as long as the contractor maintains a 3 foot distance from water main and sewer. Chief Hobart has already also approved this license.

Suggested Motions

Motion to Approve the Right-Of-Way License

I move to approve the Right-Of-Way License for Paramount Utility at 705 Jackson Street Apt.2 with the conditions that Public Works has requested.

Motion to Deny the Right-Of-Way License

I move to deny the Right-Of-Way License for Paramount Utility at 705 Jackson Street Apt. 2.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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City of Port Orford

P.O. Box 310, Port Orford, Ore. 97465

(541) 332-3681 / Fax (877) 281-5307

CITY RIGHT-OF-WAY USAGE LICENSE

City Ordinance Chapter 12.24

Licensee Information:

Name: Katrina Smith - Paramount Utility Phone #: 700-706-4016 Date: 3/24/2022

Address: 3124 NE Columbia Blvd Portland OR Signature: _____

Property location: 705 Jackson St. Apt 2 Port Orford, OR, 97465

Assessors Map: _____ Lot#: _____

Description of Improvements: Attach Drawings / Plans if available:

Overdash coax cable, place fiber in owner occupied conduit exterior, place a new lock box, open trench and place new ug (conduits), to four (4) inch capacity to thirty-six (36) inch cover. place each coax cable in empty duct, splice passive device, per each device.

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 permit 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 permit 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 permit 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?

OFFICE USE ONLY

PUBLIC WORKS REVIEW

Reviewed By: John Scobore Title: PW Super Date: 3/16/22

Recommendation: Approve Approve w/Conditions Deny

Conditions Contractor must maintain 3' distance from water-main and or sewer -

POLICE DEPARTMENT REVIEW

Name: Hank Bobart Title: Police Chief Date: 4-14-22

Recommendation: Approve Approve w/Conditions Deny

Conditions _____

CITY ADMINISTRATION REVIEW & FINAL DECISION

Recommendation: Approve Approve w/Conditions Deny

Conditions _____

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 an adversely affected citizen of the City of Port Orford.

Field Map

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Field Map

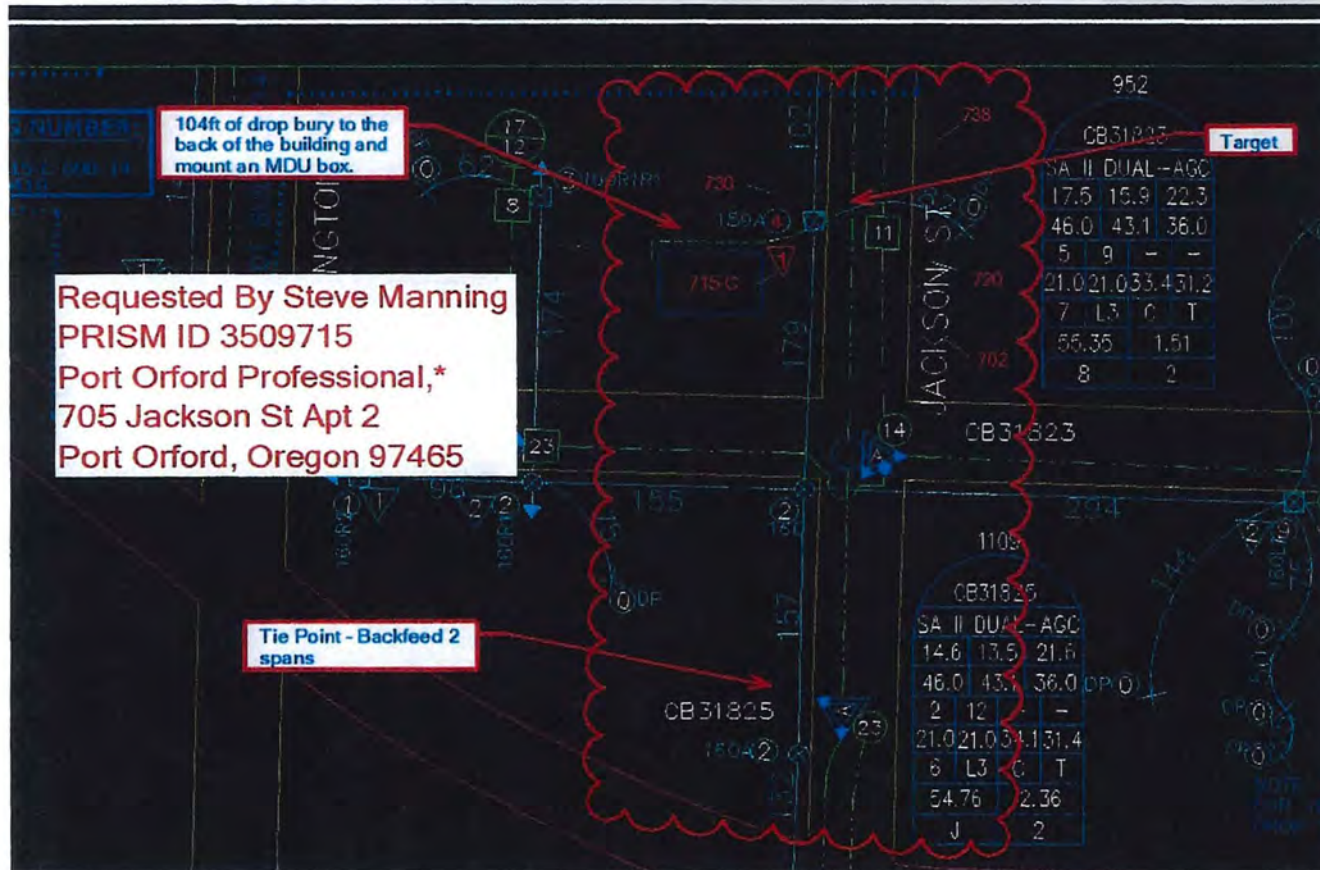
Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert Field Map

IF MTU, detailed description MUST contain Entire Building Layout, Rack, and Power Locations

Aerial Google or Bing hybrid picture with route highlighted from OSP tie in point to the venue (using the color scheme for aerial and UG from the Survey Color Code tab)

Field Map, Google Earth Map, and SOW Map tabs are for field map(s). Use Interior/Exterior 1, 2, and 3 tabs for pictures of the interior, exterior, and rack/wall mount.



Google Earth Map

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Google Earth Map

Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert a Google Earth Map

IF MTU, detailed description MUST contain Entire Building Layout, Rack, and Power Locations

Aerial Google or Bing hybrid picture with route highlighted from OSP tie in point to the venue (using the color scheme for aerial and UG from the Survey Color Code tab)

Field Map, Google Earth Map, and SOW Map tabs are for field map(s). Use Interior/Exterior 1, 2, and 3 tabs for pictures of the Interior, exterior, and rack/wall mount.

The contractor will trench in a service drop 10-48, build a 5ft riser on the building, mount an MDU box and pull in a service drop.

The contractor will over lash coax 336ft, and cut in an EOL tap. In house will tie this in and swing drops to the new 8 port tap, and also replace the existing tap with a splice block.

Job Code	SubCat	Quantity
Totals		
MC05 - Permit Engineering Survey for HOW or Utility Easement Permit and/or I	UC	40
MC11 - Mobilization Fee, per trip	AC	1
AC206 - Overlath Coax Cable	AC	336
MC03 - Splice Passive Device, per each device	AC	1
UC02 - Open Trench And Place New Underground Conduit(s), To four (4) inch Gaps	UC	101
MDU6 - Place a New Lock Box	UC	1
MDU10 - Place Ties in Owner Occupied Conduit, Exterior	UC	5

PRISM ID 3509715
 PORT ORFORD PROFESSIONAL,*
 541-795-4556
 705 Jackson St Apt 2
 Port Orford, Oregon 97465

5.3 Two-Lane, Two-Way Roads

Shoulder Work w/ Minor Road Encroachment Diag. 300

Use this detail for non-freeway work which extends into a travel lane and maintains a minimum 10 foot travel lane. If a minimum 10 foot travel lane can not be maintained, or when traffic can not safely pass by in both lanes simultaneously, use the appropriate lane closure diagrams – for example, Diagrams 310 through 350.

A lane closure may be appropriate for conditions such as high traffic volumes, high speeds, and inadequate approach sight distance to the work space, or heavy equipment adjacent to the travel lane.

1. Use truck-mounted flashing warning lights on work and protection vehicles. See Section 4.3 – Lights and Lighted Signs for exceptions.
2. For added visibility, a truck-mounted arrow board or PCMS in caution mode may be used.
3. Cones shall be placed along the entire length of the work space. If a protection vehicle is used and work is in place one hour or less, the taper and tangent devices may be omitted.
4. If the speed is 45 mph or higher, volumes exceed 2000 ADT, or there is limited sight distance, consider placing cones or tubular markers on centerline.
5. An arrow board in caution mode or truck-mounted PCMS with "SHOULDER WORK" or other appropriate message may be used for higher visibility.

Sign Spacing and Buffer Lengths (feet)

Posted Speed	Spacing Between Signs			Buffer Space
	A	B	C	
20	100	100	100	50
25				75
30				100
35	350	350	350	125
40				150
45				180
50	500	500	500	210
55				250

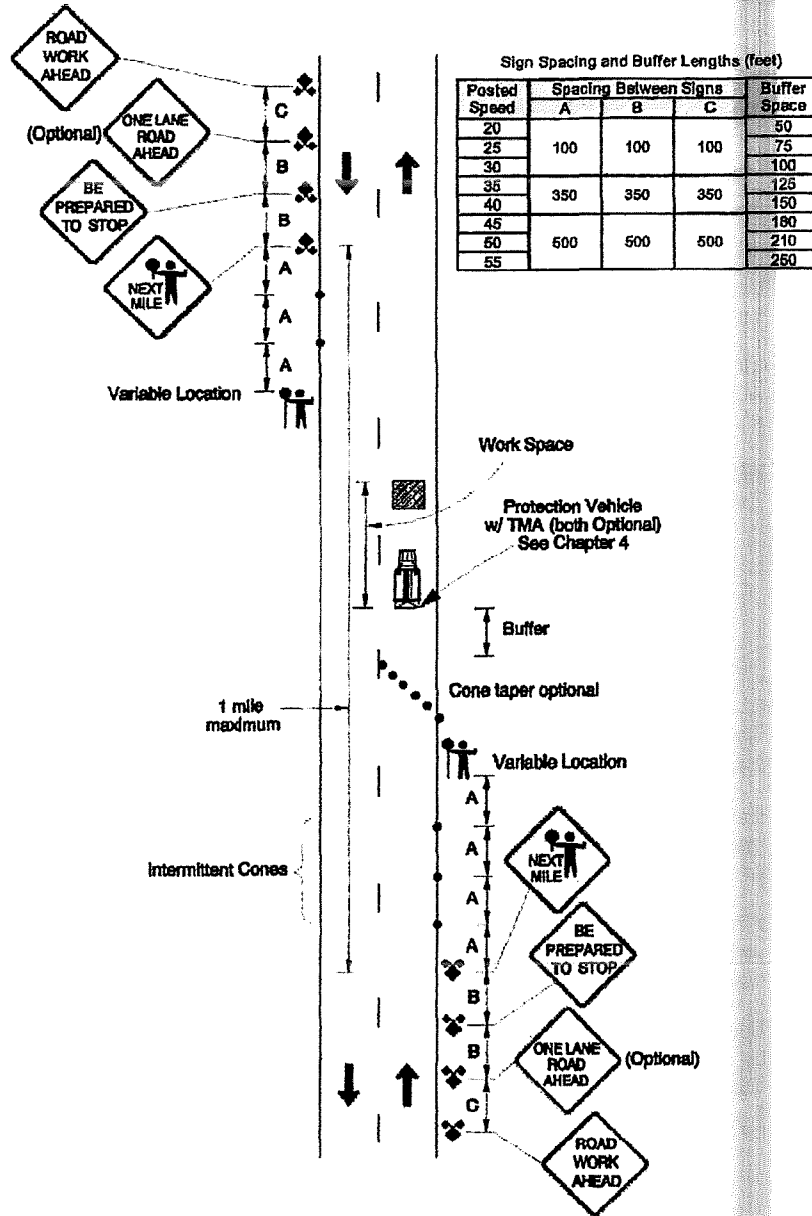
Operations with Moving Flagger Stations Diagram 325

Diagram 325 covers work activities that move along the road intermittently and involve frequent short stops.

1. Use truck-mounted flashing warning lights on work and protection vehicles. See Section 4.3 – Lights and Lighted Signs for exceptions.
2. For added visibility, a truck-mounted arrow board or PCMS in caution mode may be used.
3. Flaggers shall be stationed for the best visibility for the situation and within sight distance of the active work space except at curves or crests on the road.
4. When the Flagger is more than 1000 feet from the “FLAGGER NEXT MILE” (CW20-7b) sign, intermittent cones shall be placed on the shoulder, as shown.
5. Flaggers are required at each end of the work space if any of the following conditions exist:
 - a. Night operations, or
 - b. Work space is over 200 feet in length, or
 - c. Sight distance is less than 750 feet from each approach through the lane closure, or
 - d. Traffic volumes are greater than 400 ADT.
6. The length between Flagger Ahead signs shall not exceed one mile in length.
7. Extended Traffic Queue signing (as shown on Diagram 5-4) should be used when the line of vehicles (queue) stopped at the beginning of a work zone extend beyond the ROAD WORK AHEAD signs.
8. When flagging near an intersection, the Flagger Ahead sign should be visible to traffic entering from any side road. Additional advance warning and Flagger Ahead signs may be placed on the side road(s).
9. The “ONE LANE ROAD AHEAD” (W20-4) sign is optional and should be considered on high volume or high speed roads, or when extended queues may be expected.

Operations with Moving Flagger Stations

Diagram 325



ADDITIONAL

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Right-Of-Way License Request- Katrina Smith

ITEM NO: 8 I.

Katrina Smith from Paramount Utility has requested a Right of Way license for 23rd and Jefferson.

Public Works had mentioned that they wanted to check where the water main was in relation to where they were wanting to dig. They would have an answer for City Council at the meeting.

Suggested Motions

Motion to Approve the Right-Of-Way License

I move to approve the Right-Of-Way License for Paramount Utility at 23rd and Jefferson with the conditions that Public Works has requested.

Motion to Deny the Right-Of-Way License

I move to deny the Right-Of-Way License for Paramount Utility at 23rd and Jefferson.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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City of Port Orford
P.O. Box 310, Port Orford, Ore. 97465
(541) 332-3681 / Fax (877) 281-5307

CITY RIGHT-OF-WAY USAGE LICENSE

City Ordinance Chapter 12.24

Licensee Information:

Name: Paramount Utility - Katrina Smith Phone #: 720-726-4016 Date: 4/14/2022
Address: 3124 NE Columbia Blvd Portland OR 97211 Signature: Katrina
Property location: C/O 23rd and Jefferson
Assessors Map: _____ Lot#: _____

Description of Improvements: Attach Drawings / Plans if available:

Dig up and repair damaged conduit less than forty-eight (48) inch
1 dept, per location. Proof and place, per conduit dept. place each
Coax cable in occupied Dist.

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 permit 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 permit 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 permit 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?

OFFICE USE ONLY

PUBLIC WORKS REVIEW

Reviewed By: _____ Title: _____ Date: _____

Recommendation: Approve _____ Approve w/Conditions _____ Deny _____

Conditions _____

POLICE DEPARTMENT REVIEW

Name: _____ Title _____ Date _____

Recommendation: Approve _____ Approve w/Conditions _____ Deny _____

Conditions _____

CITY ADMINISTRATION REVIEW & FINAL DECISION

Recommendation: Approve _____ Approve w/Conditions _____ Deny _____

Conditions _____

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 an adversely affected citizen of the City of Port Orford.

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Google Earth Map

Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert a Google Earth Map

IF MTU, detailed description MUST contain Entire Building Layout, Rack, and Power Locations

Aerial Google or Bing hybrid picture with route highlighted from OSP tie in point to the venue (using the color scheme for aerial and UG from the Survey Color Code tab)

Field Map, Google Earth Map, and SOW Map tabs are for field map(s). Use Interior/Exterior 1, 2, and 3 tabs for pictures of the interior, exterior, and rack/wall mount.

PRISM ID 3530967
PR - P1 *THIRD PARTY DAMAGE***c/o 23RD AND JEFFERSON ST**
C/O 23RD AND JEFFERSON, PORT ORFORD, OR 97465

Job Code	SubCat	Quantity	WQS	Rate	Cost	New OR FR
Totals						\$2,035.64
MC05 - Perform Engineering Survey for ROW or Utility Easement Permit and/or for I	UC	40	16L2	3.00	\$120.00	X
MC11 - Mobilization Fee, per trip	UC	4	16L2	250.00	\$1,000.00	X
US24 - Dig up and Repair Damaged Conduit Less than forty-eight (48) inch dept. pe	UC	1	16L2	375.00	\$375.00	X
US04 - Place Earth Coax Cable In Occupied Duct	UC	248	16L2	1.16	\$292.64	X
US20 - Proof and Place, per conduit foot	UC	248	16L2	1.00	\$248.00	X

The contractor will dig up and repair conduit, proof pipe, pull in .625 248ft.

Google Earth

Imagery Date: 3/9/2019 lat: 42.756816 lon: -124.492355 elev: 56 ft eye alt: 559 ft

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Field Map

Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert Field Map

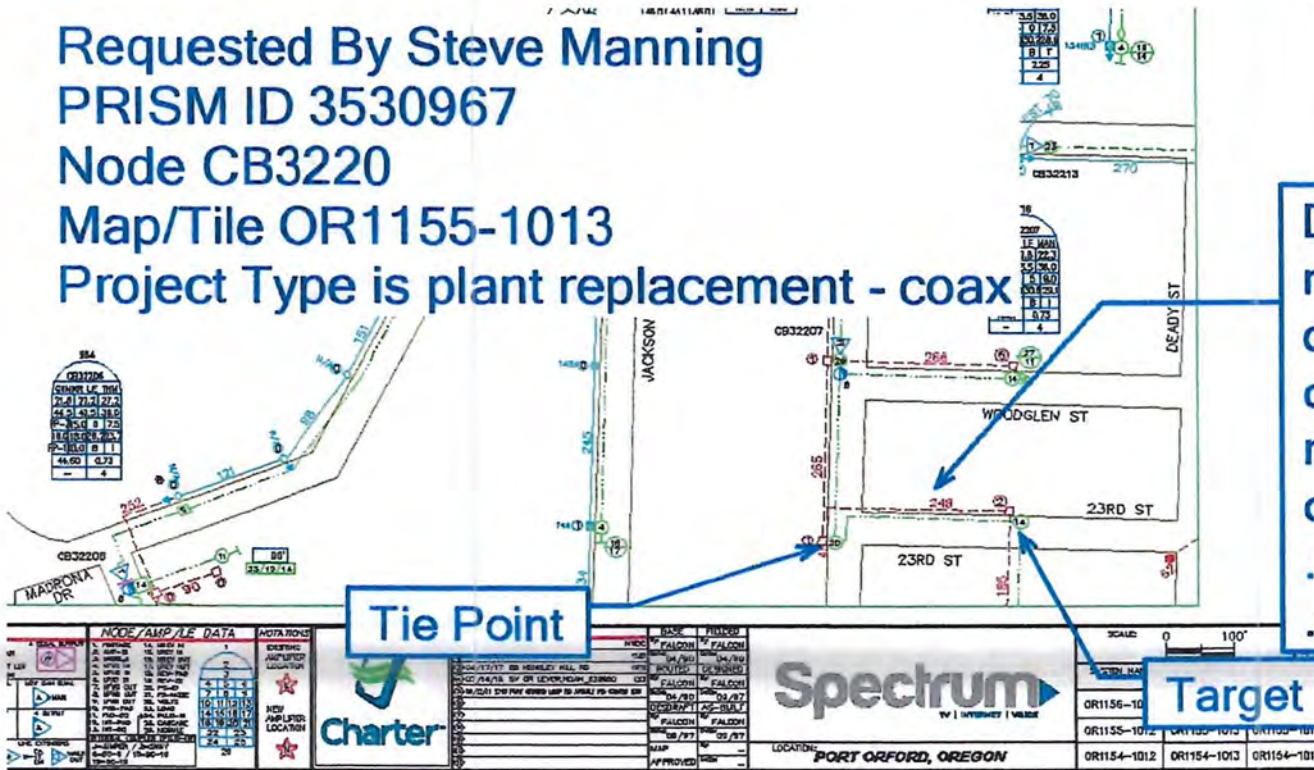
IF MTU, detailed description MUST contain Entire Building Layout, Rack, and Power Locations

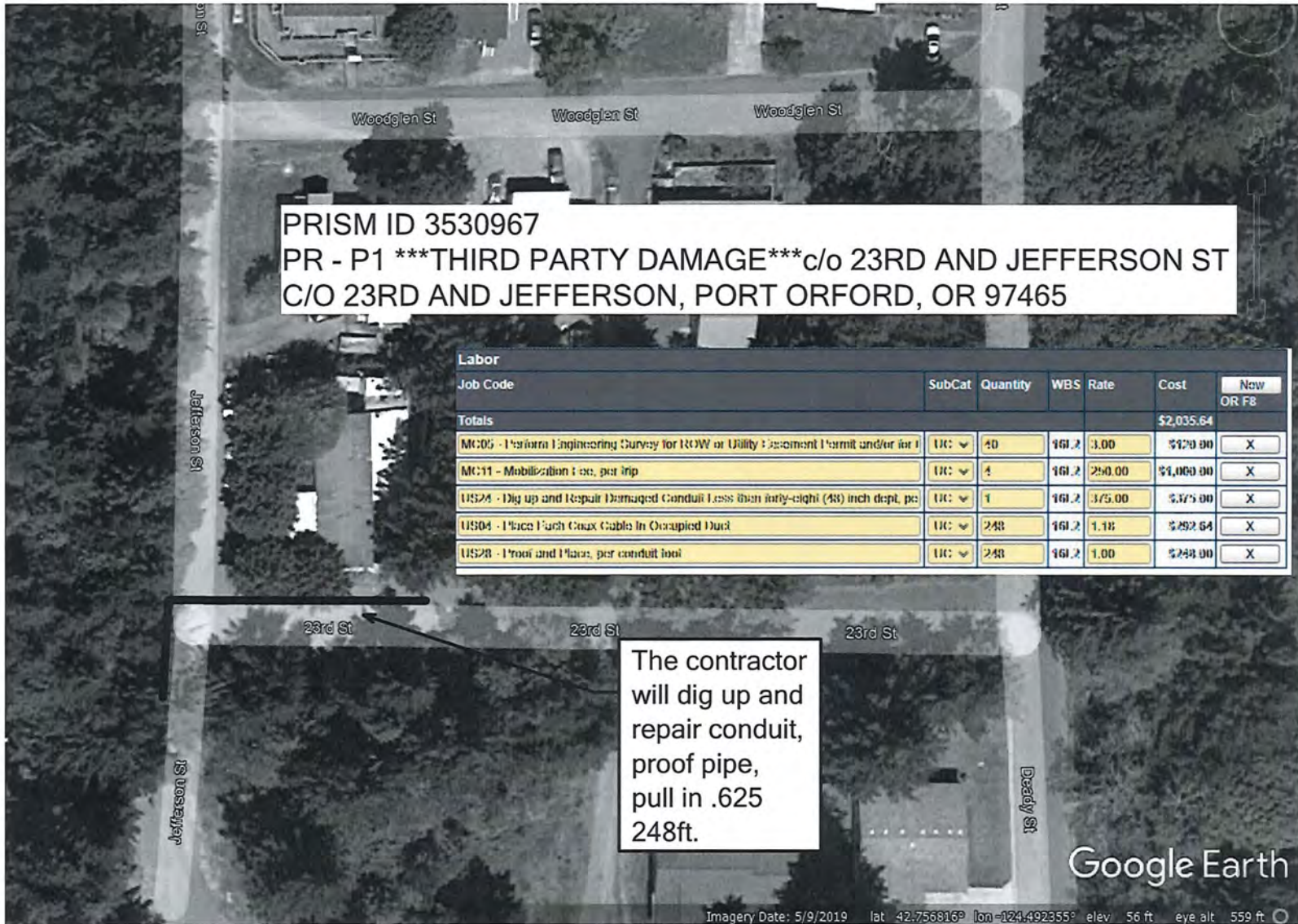
Aerial Google or Bing hybrid picture with route highlighted from OSP tie in point to the venue (using the color scheme for aerial and UG from the Survey Color Code tab)

Field Map, Google Earth Map, and SOW Map tabs are for field map(s). Use Interior/Exterior 1, 2, and 3 tabs for pictures of the interior, exterior, and rack/wall mount.

Requested By Steve Manning
 PRISM ID 3530967
 Node CB3220
 Map/Tile OR1155-1013
 Project Type is plant replacement - coax

Dig up and repair damaged conduit, replace 248ft of damaged .540 with new .625





City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Right-Of-Way License Request- Russ Adams

ITEM NO: 8 J.

Russ Adams has requested a Right of Way license for Neil Freidman on Sweet Way

Public Works has approved it with the conditions that a culvert has to be installed as per the code. Chief Hobart has also approved this request.

Suggested Motions

Motion to Approve the Right-Of-Way License

I move to approve the Right-Of-Way License for Russ Adams on Sweet Way with the conditions that Public Works has requested.

Motion to Deny the Right-Of-Way License

I move to deny the Right-Of-Way License for Russ Adams on Sweet Way.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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City of Port Orford

P.O. Box 310, Port Orford, Ore. 97465
(541) 332-3681 / Fax (877) 281-5307

CITY RIGHT-OF-WAY USAGE LICENSE

City Ordinance Chapter 12.24

Licensee Information:

Date: 29 MAR 2012

Name: Russ Adams Phone #: 541 6530084

Address: POB 1121 Port Orford Signature: [Signature]

Property location: Port Orford Sweet way

Assessors Map: _____ Lot#: 5504 405

Description of Improvements: Attach Drawings / Plans if available:

Driveway

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 permit 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 permit 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 permit 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?

OFFICE USE ONLY

PUBLIC WORKS REVIEW

Reviewed By: John Isadore Title: PW Super Date: 3/11/22

Recommendation: Approve Approve w/Conditions Deny

Conditions Culvert as per code drainage

POLICE DEPARTMENT REVIEW

Name: Hank Bobert Title Police Chief Date 4-14-22

Recommendation: Approve Approve w/Conditions Deny

Conditions _____

CITY ADMINISTRATION REVIEW & FINAL DECISION

Recommendation: Approve Approve w/Conditions Deny

Conditions _____

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 an adversely affected citizen of the City of Port Orford.

Curry County Web Map



4/14/2022, 5:42:44 PM

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

30cm Resolution Metadata

Parcels

Parcel Labels

All Roads

Highways (1)

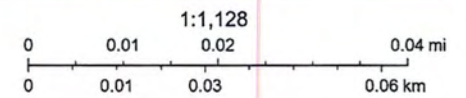
Situs Address (Current)

Townships

City Limits

Urban Growth Boundary

Counties



Maxar, Microsoft, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, USGS, EPA, USDA

Created by LCOG for Curry County

The information on this map was derived from digital databases from the Curry County regional geographic information system by LCOG. Care was taken in the creation of this map, but is provided "as-is". Curry County and LCOG cannot accept any responsibility for errors, omissions or positional accuracy in the digital

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Recognizing Juneteenth as a Holiday

ITEM NO: 8 K.

House Bill 2168 was unanimously voted to recognize Juneteenth as a legal state holiday beginning in 2022.

However, this was declared after the current union contract approved. Therefore, attached is a "Proclamation" establishing Juneteenth as an official holiday for the City of Port Orford.

Attachments:

- 1) House Bill 2168 Relating to Juneteenth
- 2) Sample Proclamation from City of Milwaukie
- 3) Sample Proclamation from King City

Suggested Motions

Motion to Approve Juneteenth as an official holiday for the City of Port Orford

I move to include Juneteenth as an official holiday for the City of Port Orford.

Motion to Deny Juneteenth as an official holiday for the City of Port Orford.

I move to exclude Juneteenth as an official holiday for the City of Port Orford.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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City of Port Orford
Proclamation

**COMMEMORATION OF JUNETEENTH AS AN ANNUAL
CELEBRATION**

WHEREAS, Juneteenth is recognized as the end of chattel slavery in the United States; and

WHEREAS, despite the Emancipation Proclamation by President Abraham Lincoln and passage of the 13th Amendment by the U.S. Congress, more than 250,000 enslaved Africans and their descendants remained in bondage in the State of Texas until the arrival of Union troops at Galveston on the 19th day of June, 1865; and

WHEREAS, when the news of their emancipation spread, following the reading of “General Order Number Three” by Major General Gordon Granger, the formerly enslaved people of Texas reacted with joyous celebrations, launching what would become an annual event known as Juneteenth; and

WHEREAS, Oregon’s Constitutional ban on both slavery and free African American lay the foundation for generations of economic hardship, exclusion, and discrimination against Oregon’s Black African American Community; and

WHEREAS, despite the obstacles, Black African Americans in Oregon has been and continue to be dynamic and vital community members and leaders within our state; and

WHEREAS, Juneteenth has been celebrated in Oregon since 1945, when Clara Peoples moved to Portland from Oklahoma to work at the Kaiser Shipyards and introduced it to her co-workers; and

WHEREAS, the Oregon Legislature has unanimously voted to recognize Juneteenth as a legal state holiday beginning in 2022.

NOW, THEREFORE, we, the City Council of the City of Port Orford, a municipal corporation in the County of Curry, in the State of Oregon, do hereby recognize and proclaim **Juneteenth, June 19th**, as an annual celebration of the past, present and future of Black African American liberation and those who continue the work to realize that liberation.

In Witness Whereof, we have set my hand and caused the seal of the City of Port Orford to be affixed this this 21st day of April 2022.

Mayor Pat Cox

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Enrolled
House Bill 2168

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of Governor
Kate Brown for Office of the Governor)

CHAPTER

AN ACT

Relating to Juneteenth; amending ORS 187.010; and prescribing an effective date.

Whereas June 19th of each year commemorates the emancipation from slavery of those who had been slaves in the United States; and

Whereas June 19th is also known as Juneteenth, Emancipation Day, Jubilee Day and Freedom Day; and

Whereas Juneteenth is the oldest African American holiday observance in the United States; and

Whereas Juneteenth, or June 19, 1865, commemorates an important step toward the abolition of slavery and is the date on which Union General Gordon Granger rode into Galveston, Texas, and issued General Order Number 3, requiring the immediate freedom of more than 250,000 enslaved African Americans in Texas; and

Whereas on September 22, 1862, President Lincoln issued the celebrated Emancipation Proclamation warning Confederate States that he would declare their slaves "forever free"; and

Whereas enforcement of the Emancipation Proclamation occurred only in Confederate States that were under Union Army control; and

Whereas Texas was the most remote and geographically isolated and therefore last of the Confederate States to receive orders requiring the end of slavery; and

Whereas on June 19th, 1865, Union troops marched throughout Galveston reading to the people of Galveston that all slaves were free; and

Whereas the former slaves in Galveston rejoiced in the streets with jubilant celebrations; and

Whereas Juneteenth celebrations began in Texas the following year; and

Whereas Juneteenth commemorates the indomitable spirit of African Americans who were first brought to this country stacked and shackled in the bottom of slave ships in a months-long journey across the Atlantic Ocean known as the "Middle Passage"; and

Whereas 2021 marks more than 400 years since the first arrival of Africans in colonial America, and the United States Congress established the 400 Years of African-American History Commission to commemorate the historic heritage and contributions that Americans of African descent have made in shaping the cultural, academic, social, economic and moral attributes of this nation; and

Whereas the civil rights movement of the 1950s and 1960s saw a resurgence of interest in Juneteenth, along with renewed community celebrations of the day; and

Whereas a growing number of American and African American cultural institutions have sponsored Juneteenth cultural events designed to make all Americans aware of this celebration; and

Whereas Juneteenth celebrations are a tribute to those African Americans who fought so long for freedom and worked so hard to make the dream of equality a reality; and

Whereas Juneteenth is a day to honor and reflect on the significant ways that African Americans have enriched society through their steadfast commitment to promoting freedom, brotherhood and equality; and

Whereas Juneteenth commemorates African American freedom and emphasizes education and achievement; and

Whereas Juneteenth is marked with celebrations, guest speakers, picnics, reflection and rejoicing; and

Whereas in recognition of the many ways in which the history and culture of African Americans, and the advancements, discoveries and achievements of African Americans, have contributed to the history, culture and social fabric of the State of Oregon, the Legislative Assembly finds that establishing Juneteenth as a legal holiday is appropriate; now, therefore,

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 187.010 is amended to read:

187.010. (1) The following days are legal holidays in this state:

- (a) Each Sunday.
- (b) New Year's Day on January 1.
- (c) Martin Luther King, Jr.'s Birthday on the third Monday in January.
- (d) Presidents Day, for the purpose of commemorating Presidents Washington and Lincoln, on the third Monday in February.
- (e) Memorial Day on the last Monday in May.
- (f) Juneteenth on June 19.**
- [(f)] **(g)** Independence Day on July 4.
- [(g)] **(h)** Labor Day on the first Monday in September.
- [(h)] **(i)** Veterans Day on November 11.
- [(i)] **(j)** Thanksgiving Day on the fourth Thursday in November.
- [(j)] **(k)** Christmas Day on December 25.

(2) Each time a holiday, other than Sunday, listed in subsection (1) of this section falls on Sunday, the succeeding Monday shall be a legal holiday. Each time a holiday listed in subsection (1) of this section falls on Saturday, the preceding Friday shall be a legal holiday.

(3) Any act authorized, required or permitted to be performed on a holiday as designated in this section may be performed on the next succeeding business day; and no liability or loss of rights of any kind shall result from such delay.

(4) In enumerating legal holidays in subsection (1) of this section, the Legislative Assembly does not intend to limit or otherwise affect public or private collective bargaining or collective bargaining agreements.

SECTION 2. This 2021 Act takes effect on the 91st day after the date on which the 2021 regular session of the Eighty-first Legislative Assembly adjourns sine die.



PROCLAMATION

A PROCLAMATION FOR THE COMMEMORATION OF JUNETEENTH AS AN ANNUAL CELEBRATION OF BLACK AFRICAN AMERICAN LIBERATION.

WHEREAS, Juneteenth is recognized as the end of chattel slavery in the United States; and

WHEREAS, President Abraham Lincoln first issued the Emancipation Proclamation effective January 1st, 1863, declaring enslaved people in the Confederate States to be legally free. However, that proclamation could not be enforced in lands under Confederate control. On April 9th, 1865, Confederate forces surrendered, effectively ending the Civil War. On June 19th, 1865, Union soldiers arrived in Galveston, Texas bringing news of the president's order freeing enslaved people two-and-a-half years after it was first decreed. This day has since come to be known as Juneteenth; and

WHEREAS, Oregon's Constitutional ban on both slavery and free African Americans lay the foundation for generations of economic hardship, exclusion, and discrimination against Oregon's Black African American community; and

WHEREAS, through other systems of oppression such as sharecropping, Jim Crow, exclusionary and destructive housing and transportation policies, denial and disruption of voting access, and mass incarceration, the plunder of Black bodies and Black wealth continued past slavery and persists to this day, affecting the physical and mental health, safety, and education of Black African Americans; and

WHEREAS, despite these obstacles, Black African Americans in Oregon have been and continue to be dynamic and vital community members and leaders within our state; and

WHEREAS, Juneteenth has been celebrated in Oregon since 1945, when Clara Peoples moved to Portland from Oklahoma to work at the Kaiser Shipyards and introduced it to her co-workers; and

WHEREAS, the Oregon Legislature has unanimously voted to recognize Juneteenth as a legal state holiday beginning in 2022.

NOW, THEREFORE, we, the City Council of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby recognize and proclaim **Juneteenth, June 19th**, as an annual celebration of the past, present, and future of Black African American liberation and those who continue the work to realize that liberation.

IN WITNESS, WHEREOF, we have set our hands on this 15th day of **June 2021**.

Mark Gamba, Mayor

Kathy Hyzy, Council President

Lisa Batey, Councilor

Angel Falconer, Councilor

ATTEST:

Desi Nicodemus, Councilor

Scott Stauffer, City Recorder

Sources and References:

<https://www.juneteenthor.com>

<https://www.ohs.org/events/oregons-enigmatic-black-history.cfm>

<https://nmaahc.si.edu/blog-post/historical-legacy-juneteenth>



PROCLAMATION P-2021-02

A PROCLAMATION IN HONOR OF JUNETEENTH 2021

RECITALS:

WHEREAS, Juneteenth is often referred to as our country's second independence day and has long been celebrated among the African American community, its historical significance has largely been omitted from educational curricula, making it relatively unknown to the wider population, and

WHEREAS, despite the Emancipation Proclamation by President Abraham Lincoln and passage of the 13th Amendment by the U.S. Congress, more than 250,000 enslaved Africans and their descendants remained in bondage in the State of Texas until the arrival of Union troops at Galveston on the 19th day of June, 1865; and

WHEREAS, when the news of their emancipation spread, following the reading of "General Order Number Three" by Major General Gordon Granger, the formerly enslaved people of Texas reacted with joyous celebrations, launching what would become an annual event known as Juneteenth; and

WHEREAS, early celebrations of Juneteenth consisted of family and community gatherings filled not only with special food and festivities but also prayer, reflection, and respect for ancestors who suffered under slavery; and

WHEREAS the observance of Juneteenth evolved over time, leading up to January 1, 1980 when Texas became the first state in the nation to formally establish Juneteenth as an official holiday, thanks to the tireless efforts of the late, former State Representative Al Edwards, who served for more than 30 years in the Texas State Legislature; and

WHEREAS, Juneteenth celebrations continue to grow within communities and organizations throughout the country, helping to promote knowledge and appreciation of African American history, resilience, family, community, and culture; and

WHEREAS, we honor the legacy of those who first received the news on that unforgettable day in Galveston and understand that the joy reflected in the celebration of Juneteenth provides a salve and a buffer against the generational trauma of slavery and widespread systemic racism that limits Black prosperity and health to this day; and

WHEREAS, we pledge to continue our efforts to lift up the importance and history of Juneteenth and work tirelessly to root out institutional racism wherever it exists and advance equity and inclusion for all members of our community.

NOW, THEREFORE, BE IT RESOLVED, that the City of King City City Council does hereby proclaim Saturday, June 19, 2021 as Juneteenth in King City and encourage all community members to observe this day with activities and reflections that celebrate freedom and justice for all people.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16th, 2020

Order ___	Ordinance ___	Resolution ___	Proclamation <u> X </u>
No.	No.	No.	No. P2021-02 READ into minutes

Motion ___	Information ___
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SUBJECT: Proclamation P-2021-02

A PROCLAMATION IN HONOR OF JUNETEENTH 2021

SUBMITTED BY: RONNIE SMITH

**Contact Person (Preparer) for this
Motion: Ronnie Smith, City Recorder
Dept.: City Manager & Legal**

File Location: \\fs1\share_city\proclamations_mayor- city mgr records\2021\A proclamation in honor of juneteenth 2021.docx

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Historic Preservation Commission

ITEM NO: 8 L.

The Historic Preservation Commission is currently a subcommittee of the Planning Commission and composed of at least three (3) persons. The Planning Commission services the purpose of conducting land use procedures when needed.

The Historic Preservation Commission would like to no longer be recognized as a subcommittee of the Planning Commission. They would like to serve at the pleasure of the City Council.

At the Planning Commission meeting on April 12th 2022 it was approved for the Historic Preservation Commission to no longer be a subcommittee of the Planning Commission.

Attachment:

- 1) City of Port Orford Municipal Code Chapter 17.15

Suggested Motions

Motion to Approve the Historic Preservation Commission to serve the City Council.

I move to approve that the Historic Preservation Commission serve the City Council without being a subcommittee of the Planning Commission.

Motion to Deny the Historic Preservation Commission to serve the City Council.

I move to continue to include the Historic Preservation Commission as a subcommittee of the Planning Commission.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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Chapter 17.15

HISTORIC PRESERVATION

Sections:

- 17.15.010 Title.**
- 17.15.020 Purpose.**
- 17.15.030 Applicability.**
- 17.15.040 Definitions.**
- 17.15.050 The Historic Preservation Commission.**
- 17.15.060 Duties of Commission.**
- 17.15.070 Severability.**
- 17.15.080 Conflicts with other laws.**
- 17.15.090 Identification and evaluation of historic resources.**
- 17.15.100 Landmark register.**
- 17.15.110 Treatment of historic resources listed in the landmark register.**
- 17.15.120 Removal of landmarks from the landmark register.**
- 17.15.130 Economic hardship.**
- 17.15.140 Appeals.**
- 17.15.150 Re-submittal of a previously denied application.**
- 17.15.160 Enforcement of the provisions of this chapter.**

17.15.010 Title.

The City of Port Orford Historic Preservation Ordinance. (Ord. 2012-06 § 1, 2012)

17.15.020 Purpose.

The City of Port Orford establishes a Historic Preservation Ordinance to identify, recognize, and preserve significant properties related to the community's history; encourage the rehabilitation and ongoing viability of historic buildings and structures; strengthen public support for historic preservation efforts within the community; foster civic pride; and encourage cultural heritage tourism.

The process is a voluntary process for property owners who wish the historic value of their property to be preserved. (Ord. 2012-06 § 2, 2012)

17.15.030 Applicability.

No provision of this chapter shall be construed to prevent the ordinary maintenance of a landmark when such action does not involve a change in design, materials, or appearance. No provision in this chapter shall be construed to prevent the alteration, demolition, or relocation of a landmark when the Building Official certifies that such action is required for the public safety. At his or her discretion, the Building Official may find that under State law and Section 17.15.110(D)(3) that a landmark does not meet current building code but is not dangerous. (Ord. 2012-06 § 3, 2012)

17.15.040 Definitions.

The following definitions apply to terms used in this chapter. Terms not defined have their commonly construed meaning:

- Alteration:** An addition, removal, or reconfiguration that changes the appearance of a landmark. Painting, when color is not specifically noted in landmark's record of designation, and ordinary maintenance are excluded from this definition.
- Building:** A house, barn, church, hotel, or similar construction created principally to shelter any form of human activity.
- Certificate of appropriateness (COA):** A document issued by the Historic Preservation Officer indicating that the applicant has satisfactorily met the provisions of this chapter for the alteration, relocation, or demolition of a landmark.
- Demolition:** The complete destruction or dismantling of 65% of, or greater, of the entirety of a landmark.
- Eligible/contributing:** A building, structure, object, or site originally constructed within the applicable period of significance that retains and exhibits sufficient integrity (location, design, setting, materials, workmanship, feeling, and association) to convey a sense of history. These properties strengthen the historic integrity of the City of Port Orford.
- Eligible/significant:** A building, structure, object, or site originally constructed within the applicable period of significance that retains and exhibits sufficient integrity (location, design, setting, materials, workmanship, feeling, and association) to convey a sense of history. These properties strengthen the historic integrity of the City, and are likely individually eligible for listing in the landmark register.
- Exceptional significance:** The quality of historic significance achieved outside the usual norms of age, association, or rarity.
- Historic Commission:** A subcommittee of the City Planning Commission responsible for the administration of this chapter.
- Historic integrity:** The quality of wholeness of historic location, design, setting materials, workmanship, feeling, and/or association of a historic resource, as opposed to its physical condition.
- Historic resource:** A building, structure, object, site, or district that is at least 50 years old or is of exceptional significance and potentially meets the integrity and significance criteria for listing in the landmark register, but may not necessarily be recorded in the historic resource survey.
- Historic resources of Statewide significance:** Buildings, structures, sites, and objects, that are listed in the National Register.
- Historic resource survey:** The record of buildings, structures, objects, and sites recorded by the City of Port Orford used to identify historic resources potentially eligible for listing in the City of Port Orford landmark register.
- Historic significance:** The physical association of a building, structure, site, object, with historic events, trends, persons, architecture, method of construction, or that have yielded or may yield information important in prehistory or history.
- Landmark:** A building, structure, site, or object, listed in the landmarks register.
- Landmark register:** The list of historic resources officially recognized by the City of Port Orford as important to its history and afforded the protection under this chapter.
- National Register of Historic Places:** The nation's official list of buildings, structures, sites, and objects, important in the nation's history and maintained by the National Park Service in Washington, D.C., and hereinafter referred to as the "National Register." Historic resources listed in the National Register are referred to as "Historic Resources of Statewide Significance" in Oregon Revised Statutes.
- Non-contributing:** A building, structure, object, or site originally constructed within the applicable period of significance that does not retain or exhibit sufficient integrity (location, design, setting, materials, workmanship, feeling, and association) to convey a sense of history. These properties do not strengthen the historic integrity of an existing or potential historic district in their current condition.

Not in Period: A building, structure, object, or site that was originally constructed outside the applicable period of significance.

Object: A construction that is largely artistic in nature or is relatively small in scale and simply constructed in comparison to buildings or structures, including a fountain, sculpture, monument, milepost, etc.

Ordinary maintenance: Activities that do not remove materials or alter qualities that make a historic resource eligible for listing in the landmark register, including cleaning, painting, when color is not specifically noted in the landmark's record of designation, and limited replacement of siding, trim, and window components when such material is beyond repair and where the new piece is of the same size, dimension, material, and finish as that of the original historic material. Excluded from this definition is the replacement of an entire window sash or more than 20% of the siding or trim on any one side of a resource at any one time within one calendar year.

Period of significance: The time period, from one to several years or decades, during which a landmark was associated with an important historic event(s), trend(s), person(s), architecture, method(s) of construction.

Record of designation: The official document created by the Commission that describes how a landmark meets the criteria for listing in the landmark register.

Rehabilitation: The process of returning a landmark to a state of utility through repair or alteration, which makes possible an efficient use while preserving those portions and features of the landmark and its site that convey its historic significance.

Relocation: The removal from or moving of a landmark from its original location noted in the record of designation.

Site: The location of a significant event, prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of any existing building, structure, or object.

Streetscape: The physical parts and aesthetic qualities of a public right-of-way, including the roadway, gutter, tree lawn, sidewalk, retaining walls, landscaping and building setback.

Structure: A functional construction made usually for purposes other than creating human shelter, such as an aircraft, bridge, barn, fence, dam, tunnel, etc. (Ord. 2012-06 § 4, 2012)

17.15.050 The Historic Preservation Commission.

The Historic Preservation Commission is a subcommittee of the Planning Commission and composed of at least three persons. The Planning Commission serves the purpose of conducting land use procedures when needed. The Historic Preservation Commission will now be referred to as the Commission. (Ord. 2012-06 § 5, 2012)

17.15.060 Duties of Commission.

- A. Employing the procedures and criteria in Section 17.15.090, the Commission shall identify and evaluate properties in the City of Port Orford and maintain a Historic Resource Survey consistent with the standards of the Oregon State Historic Preservation Office, hereinafter referred to as "SHPO."
- B. Employing the procedures and criteria in Section 17.15.110, the Commission shall designate properties to the landmark register.
- C. Employing the procedures and criteria in Section 17.15.120, the Commission shall review and act upon applications for the alteration, relocation, or demolition of landmarks.
- D. The Commission shall support the enforcement of all State laws relating to historic preservation.

17.15.070

- E. The Commission shall perform any other functions that may be designated by resolution or motion of the City Council.
- F. The Commission may publish and adopt written and graphic guidelines and example materials to clarify the criteria in this chapter and to assist applicants in developing complete and viable applications to designate, alter, rehabilitate, relocate, or demolish landmarks. Documents intended to be used for the regulation of alterations as defined in this chapter must be voted on and adopted by the Commission and approved as part of the City of Port Orford Zoning and Development Code using the established procedures for amendments.
- G. The Commission may undertake to inform the citizens of, and visitors to the City of Port Orford, regarding the community's history and prehistory; promote research into its history and prehistory; collect and make available materials on the preservation of landmarks; provide information on State and Federal preservation programs; and document landmarks prior to their alteration, demolition, or relocation and archive that documentation.
- H. For purposes consistent with this chapter and subject to the approval the City Council, the Commission may seek, accept, and expend public appropriations; seek, accept, and expend grant and gift funds; cooperate with public and private entities; assist the owners of landmarks in securing funding for the preservation of their properties; and report on such activities to the City Council.
- I. The Commission may comment on local, State, or Federal issues, laws, and requests relating to historic preservation.
- J. The Commission may seek expert assistance and elect to form ad hoc committees to carry out its business. (Ord. 2012-06 § 6, 2012)

17.15.070 Severability.

If any portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this chapter, which shall remain in force and effect. (Ord. 2012-06 § 7, 2012)

17.15.080 Conflicts with other laws.

If the provisions of this chapter are found to be in conflict with Federal or State laws, the Federal or State law shall prevail. This chapter will take precedence over previously adopted City Code Section 17.16.070. (Ord. 2012-06 § 8, 2012)

17.15.090 Identification and evaluation of historic resources.

The historic resource survey lists, describes, and determines the eligibility of historic resources for listing in the landmark register. Not all properties listed in the historic resource survey are eligible for listing in the landmarks register. A property need not be first listed in the historic resource survey before being nominated to the landmark register under Section 17.15.100.

- A. The Commission shall determine and periodically revise priorities for the identification and evaluation of historic resources based on the community's needs and interests.
- B. Before commencing inventory studies or updates, the Commission/Planning Commission shall provide public notice describing the inventory, its purposes, and invite public participation as required to news media and posted at Post Office.
- C. Surveyed properties shall be identified as eligible/contributing (EC), eligible/significant (ES), non-contributing (NC), or not in period (NP). Evaluation and documentation of properties in the Historic

Resource Survey shall meet the requirements of the document "Guidelines for Historic Resource Surveys in Oregon, 2010" or most recent guidance for such efforts published by the SHPO and be supplied to the agency within six months of the completion of the study.

- D. The historic resource survey shall be maintained as a public record with the exception of archaeological sites, which is prohibited by State law.
- E. Citizens shall have the opportunity to review and correct information included in the historic resource survey.
- F. The Commission may collect further information, including, but not limited to, current photographs, architectural descriptions based on on-site observations, or archival documentation for properties already listed in the landmark register or National Register for the purposes of administering this chapter pursuant to the provisions of this section. (Ord. 2012-06 § 9, 2012)

17.15.100 Landmark register.

The Commission may designate historic resources to the landmark register as a means of providing recognition of their significance and providing incentives and guidelines for their preservation. The landmark register is maintained by the City of Port Orford and shall be available to the public.

- A. Historic resources within the corporate boundaries of the City of Port Orford and listed in the National Register before and after the adoption of the ordinance codified in this chapter are automatically listed in the landmark register and need not be documented and adopted as outlined in subsections (B)(2) through (B)(4). In such cases, the National Register nomination shall serve as the record of designation. As historic resources of Statewide significance, all National Register-listed properties are subject to the regulations in Section 17.15.110, pursuant to Oregon State Law. Notice of this action shall be provided in writing to each property owner and to the Commission at its next regularly scheduled meeting.
- B. Criteria for Designating Historic Resources to the Landmark Register. Any building, structure, object, or site may be designated to the landmark register if it meets all the criteria of subsection A or all of the criteria listed below:
 - 1. The property is located within the boundaries of the City of Port Orford.
 - 2. The property is over 50 years of age or of exceptional importance.
 - 3. The property possesses sufficient historic integrity, in that there are no major alterations or additions that have obscured or destroyed the significant historic features. Major alterations that may destroy the historic integrity include, but are not limited to, changes in pitch of the main roof, enlargement or enclosure of windows on principal façades, addition of upper stories or the removal of original upper stories, covering the exterior walls with non-historic materials, moving the resource from its original location to one that is dissimilar to the original, additions which significantly detract from or obscure the form and appearance of the historic resource when viewed from the public right-of-way.
 - 4. The property has historic significance as demonstrated by meeting at least one of the following criteria:
 - a. Association with events that have made a significant contribution to the road patterns of our history; and/or
 - b. Association with the lives or persons significant in our past; and/or
 - c. Embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; and/or

17.15.100

- d. Have yielded, or may be likely to yield, information important in prehistory or history.
- C. Nomination Procedure. The nomination procedures are as follows:
1. The nomination for a historic resource to the landmark register must include a statement discussing how the property meets the criteria under subsection B of this section and be documented at a minimum to the standards established by the Oregon Historic Preservation Office for Intensive Level Surveys in the document “Guidelines for Historic Resource Surveys in Oregon, 2010” or most recent guidance for such efforts published by the SHPO. They may establish additional standards for a complete application.
 2. Prior to setting the proposed nomination on the agenda for the next relevant Commission meeting, property owners shall be informed in writing of the nomination process pursuant to local and State law. To be listed in the landmark register, the property owner(s) shall provide to the City a written statement acknowledging that the owner understands the nomination process and the results of such a designation, and wishes to have their property listed in the landmark register.
 3. Upon acceptance of a complete application and receipt of written owner consent, the Commission/Planning Commission shall schedule a public hearing before the Commission pursuant to applicable State and local laws.
 4. The Commission/Planning Commission shall review the documentation for completeness, accuracy, and compliance with subsection B, “Criteria for Designating Historic Resources to the Landmark Register” of this section. The Commission/Planning Commission may make a recommendation to approve, deny, or table the application pending further testimony, or to allow for the petitioner to provide additional information as requested by the Commission. The Commission shall develop written findings to support its decisions.
 5. Applications will be approved or denied by the Commission/Planning Commission.
 6. Upon final approval by the Commission/Planning Commission, a record of designation shall be prepared that includes the original nomination materials, and any testimony or additional materials considered during the nomination process that establishes the eligibility of the historic resource for listing in the landmark register.
 7. A record of designation may be amended through the process described in subsection C at the next regular Commission meeting.
- D. Results of Listing in Landmark Register. Historic resources listed in the landmark register receive the following benefits:
1. Landmarks are protected under the provisions of Sections 17.15.110 through 17.15.150.
 2. The Commission/Planning Commission shall consider granting zoning variances and/or conditional use permits in order to encourage the productive use and preservation of landmarks.
 3. The local Building Official shall consider waiving certain code requirements in accordance with the existing State Building Code.
 4. Property owners of landmarks may seek technical or financial assistance from the Planning Commission in applying for grants or tax incentives for rehabilitating their properties as resources and funds are available.
 5. Property owners of landmarks are eligible to receive City pass through grants and loans to assist with the preservation of their buildings as resources and funds are available. (Ord. 2012-06 § 10, 2012)

17.15.110 Treatment of historic resources listed in the landmark register.

The Landmarks Commission shall use the provisions of this section to preserve the exterior character-defining features of individual landmarks; the exterior of individual buildings in landmark historic districts; and exteriors and interiors of City-owned landmarks.

- A. Activities not subject to the provisions of this section:
1. Alterations to building interiors.
 2. Application of exterior paint color when color is not specifically noted in record of designation.
 3. Alterations to landscape features not specifically identified as historically significant in record of designation.
- B. No landmark or exterior landscape or archaeological element noted as significant in the record of designation shall be altered, relocated, or demolished, or a new building or structure constructed on the same lot as a landmark without a certificate of appropriateness signed and issued by the Planning Commission. Certificates must be presented to the Building Official before a building or demolition permit is issued.
1. An application for a Certificate of Appropriateness must include a description of the proposed activity, accompanying maps, photographs, drawings, and other documentation. The Planning Commission may establish additional standards for a complete application, including defining different criteria for a complete application under provisions in subsections C, D, and E of this section.
 2. Upon acceptance of a complete application, the Commission shall decide at the next scheduled Commission Meeting if the proposed work is subject to provisions in subsection C, D, or E of this section.
 3. The Commission minutes will summarize the proposed project, noting the criteria specified in this chapter under which the application shall be considered. At the next scheduled meeting, the Commission will make a recommendation to approve, approve with conditions, or deny the application for a certificate of appropriateness. Materials that may be used in the preparation of the report include the record of designation; and/or National Register nomination; and/or other archival photos, maps; and/or other documentary evidence specific to the subject property; and/or observations from on-site inspections from the public-right-of way to document its historic appearance or alteration over time; and/or documents and publications of the National Park Service or Oregon State Historic Preservation Office. Documents not available from the City at the time of application for a certificate of appropriateness shall be made available to the applicant at least 10 calendar days before a public hearing is held or administrative decision is made.
 4. The Commission shall review and act upon applications for the alteration, relocation, and demolition of a landmark. Applications for the alteration of a landmark may be approved, approved with conditions, or denied. Applications for the relocation or demolition of a landmark may be approved, approved with conditions, or the action delayed for up to one year. The Commission minutes will reflect findings to support its decisions.
 5. Approval for the alteration of a landmark shall be effective for a period of two years and one year for the relocation or demolition of a historic resource.
- C. The Commission may approve the alteration of a landmark without a public hearing when the proposed alteration will not significantly change the qualities that merited the listing of the landmark in the landmark register.

Activities eligible for this provision include the following:

1. Construction of a fence that meets code requirements of the City of Port Orford.

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2. Demolition of an outbuilding noted as sharing a lot with a landmark and specifically noted as not historically significant in its designation.
 3. New addition to a landmark or new construction not visible from the public right-of-way.
- D. A public hearing before the Commission/Planning Commission shall be required for activities not exempted in subsections (A)(1) through (A)(3) and C)(1) through (C)(3) of this section.
1. Prior to submitting an application for a permit pursuant to this section, proponents are encouraged to request a pre-application conference to review concepts and proposals. The Commission may assign a staff member or other appropriate person(s) to complete the consultation. The Commission may also form ad-hoc committees for this purpose. Commission members participating in pre-application conferences shall disclose their ex-parte contact at the time of a public hearing on the proposal.
 2. Upon acceptance of a complete application the Planning Commission as the parent to the Historic Preservation Commission shall schedule a public hearing pursuant to applicable local and State laws.
 3. In order to approve an application for the alteration of a landmark, the Commission/Planning Commission must find that the proposal meets the following guidelines as applicable:
 - a. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships; and/or
 - b. The historic integrity of a property shall be retained and preserved. The relocation of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided; and/or
 - c. A property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken; and/or
 - d. Changes to a property that have acquired historic significance in their own right shall be retained and preserved; and/or
 - e. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved; and/or
 - f. Deteriorated historic features should be repaired rather than replaced. The severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence; and/or
 - g. Chemical and physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used; and/or
 - h. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken; and/or
 - i. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment; and/or
 - j. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

4. In addition to meeting the applicable guidelines in subsections (D)(3)(a) through (D)(3)(j) of this section, in order to approve an application for the alteration of a landmark the Commission/Planning Commission must find that the proposal meets the following design standards as applicable:
 - a. Vacant buildings shall be weather- and vandal-proofed in order to minimize further deterioration and the threat to public safety; and/or
 - b. Rehabilitation work, especially on the exterior and the principal façades shall preserve the existing historic features or replace them if absolutely necessary with features and materials known to have existed on the building through verifiable evidence such as photographs. Alterations to landmarks shall not be based on speculation, but instead on documentary evidence; and/or
 - c. New additions shall be subordinate to the original building, meaning lower in height, attached to the rear or set back along the side, smaller in scale, and have less architectural detail; and/or
 - d. Height, width, setback, roof shape, and the overall scale and massing of new buildings within historic districts and on lots with existing landmarks, or additions to landmarks shall be compatible with the existing historic building(s).
 - e. Architectural details on new construction (including wood or metal trim, porches, cornices, arches, and window and door features, etc.) shall be complimentary, but shall not replicate historic features on surrounding historic buildings; and/or
 - f. Window and door opening should be similar in size and orientation (vertical to horizontal) to openings on historic buildings and shall take up about the same percentage of the overall façade as those on surrounding historic buildings; and/or
 - g. Moving landmarks shall be avoided, especially to create artificial groupings; and/or
 - h. The demolition of landmarks shall be avoided whenever possible; and/or
 - i. Any applicable design guidelines adopted by the Commission in Section 17.15.060.
- E. A public hearing before the Commission/Planning Commission shall be required to relocate or demolish a landmark.
 1. In order to approve an application for the relocation of a landmark, the Commission shall find that:
 - a. The applicant has completed a replacement plan for the site, including drawings approved by the Building Official. Plans must be submitted for review by the Commission pursuant to subsection D as it relates to new construction; and
 - b. The Building Official determines and states in writing that the building may not be safely removed from the site; and
 - c. The value to the community of the proposed use of the property outweighs the value of retaining landmark at the original location. Public testimony shall be considered when making this determination.
 2. In order to approve an application for the demolition of a landmark, the Commission must find:
 - a. The conditions in subsection (E)(1)(a) through (c) have been met as applicable; and
 - b. The property owner can demonstrate an economic hardship as described in Section 17.15.130.
 3. At the hearing of an application to relocate or demolish a landmark the Commission/Planning Commission may, in the interest of exploring reasonable alternatives, delay approval for up to 180 calendar days from the date of the hearing. Not more than 60 and not less than 30 calendar

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days prior to the expiration of the delay period, the Planning Commission shall schedule a public hearing pursuant to local and State laws to consider if there are still reasonable alternatives to explore, and if the group will request in writing to continue the delay for an additional period of up to 180 calendar days.

4. The Commission/Planning Commission may not delay the relocation or demolition of a landmark for more than 360 calendar days subject to the provisions of this section.
5. In approving or denying an application for the relocation or demolition of a landmark, the Commission/Planning Commission may impose the following conditions:
 - a. Photographic, video, or drawn recordation of the landmark in its original location; and/or
 - b. In the case of demolition, the landmark be transported to a new site, and that, to the extent possible, the new location is similar to the original site and that the original setback and orientation of the building is replicated on the new lot; and/or
 - c. In the cases of properties listed in the National Register, that the applicant attempt to obtain permission to move the landmark from the National Park Service in order to retain the property's listing in the National Register and/or assume all responsibility and cost of removing the landmark if permission cannot be obtained; and/or
 - d. Other reasonable mitigation measures.
6. Upon issuing approval for the demolition of a landmark, the Commission shall post a legal notice in a local newspaper of record announcing the demolition, the criteria under which the demolition was approved, the historic significance of the property, and invite the public to provide alternatives to the demolition for consideration by the Commission.
7. Relocated landmarks shall remain listed in the landmark register unless removed under Section 17.15.120.
8. Demolished landmarks shall be removed from the landmark register using the procedures described in Section 17.15.120. (Ord. 2012-06 § 11, 2012)

17.15.120 Removal of landmarks from the landmark register.

A public hearing before the Commission and a signed certificate of appropriateness shall be required to remove a landmark from the landmark register.

- A. An application to remove a landmark from the landmark register shall not be considered for one year after the denial of an application for the relocation or demolition of the same landmark under Section 17.15.110(E)(1).
- B. Landmarks concurrently listed in the landmark register and National Register will be considered for removal from the landmark register only after the landmark is removed from the National Register and the SHPO has provided written evidence of the removal to the Planning Commission.
- C. The Commission shall establish standards for a complete application for the removal of a landmark from the landmark register. Upon acceptance of a complete application, the Commission shall schedule a public hearing pursuant to applicable local and State laws.
- D. In order to approve an application for the removal of a landmark from the landmark register the Commission must find the following:
 1. The landmark has ceased to meet the criteria for listing in the landmark register because the qualities which caused it to be originally listed have been lost or destroyed; and/or
 2. The property owner at the time the property was added to the landmark register did not provide written permission for such action as required under Section 17.15.100. This provision does not apply to landmarks listed in the National Register.

- E. Landmarks accidentally destroyed by flood, fire, or other natural or accidental act or demolished under the provisions of Section 17.15.110 and meeting the definition of “demolished” as defined in this chapter may be removed administratively from the landmark register by the Assistant Planner. Notice of this action and written evidence documenting the demolition of the landmark shall be provided to the Commission at their next regular meeting. This same documentation shall be provided to the SHPO. If a landmark is also listed in the National Register, the Commission shall request that the SHPO remove the property from the National Register if not requiring the owner to do so under subsection D.
- F. Upon removing a landmark from the landmark register, the Commission/Planning Commission shall post a legal notice in a local newspaper of record announcing the removal, the criteria under which the removal was approved, and the historic significance of the property. (Ord. 2012-06 § 12, 2012)

17.15.130 Economic hardship.

The Commission/Planning Commission shall approve a relocation, demolition, or modify or exempt a property from the requirements of Section 17.15.110 if the applicant can demonstrate that complying with the provisions of this chapter creates an economic hardship that prevents the profitable use of the subject property.

- A. Economic hardship may only be considered in a separate hearing after an application for approval for the alteration, relocation, or demolition of a landmark has been issued or denied and all pending appeals to the Land Use Board of Appeals, the Land Conservation and Development Commission, and local, State, and Federal courts are resolved.
- B. Separate standards for demonstrating an economic hardship are established for investment or income-producing and non-income-producing properties:
 - 1. Economic hardship for an income-producing property shall be found when the property owner demonstrates that a reasonable rate of return cannot be obtained from the landmark if it retains its historic features, buildings, or structures in either its present condition or if it is rehabilitated.
 - 2. Economic hardship for a non-income-producing property shall be found when the property owner demonstrates that the landmark has no beneficial use as a single-family dwelling or for an institutional use in its present condition or if rehabilitated.
- C. Owners seeking approval for economic hardship must provide sufficient information, as determined by the Commission/Planning Commission. Demonstration of an economic hardship shall not be based on or include any of the following circumstances:
 - 1. Willful or negligent acts by the owner; and/or
 - 2. Purchase of the property for substantially more than market value; and/or
 - 3. Failure to perform normal maintenance and repairs; and/or
 - 4. Failure to diligently solicit and retain tenants; and/or
 - 5. Failure to provide normal tenant improvements. (Ord. 2012-06 § 13, 2012)

17.15.140 Appeals.

Decisions of the Commission/Planning Commission are appealable to the City Council. Decisions of City Council are appealable to the Oregon State Land Use Board of Appeals. (Ord. 2012-06 § 14, 2012)

17.15.150 Re-submittal of a previously denied application.

An application for approval which was denied and which on appeal has not been reversed by a higher authority, including the Land Use Board of Appeals, the Land Conservation and Development Commission or the courts, may not be resubmitted for the same or a substantially similar proposal or for the same or sub-

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stantially similar action for a period of at least two years from the date the final City action is made denying the application unless there is a substantial change in the facts or a change in City policy which would change the outcome. (Ord. 2012-06 § 15, 2012)

17.15.160 Enforcement of the provisions of this chapter.

Penalties for violations of the provisions of this chapter shall be the same as for violation of the City of Port Orford Planning Code. (Ord. 2012-06 § 16, 2012)

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Short Term Vacation Rentals

ITEM NO: 8 M.

In the meeting in March it was discussed that Mayor Cox would reach out to an attorney Daniel Kearns to assist the Planning Commission and myself in setting the rules and regulations for the vacation rentals in the City of Port Orford.

We could possibly hire him for \$2,000 for 8 hours of his time. The break down is in the attachment that was provided by Mayor Cox.

This is a discussion item only.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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Hello everyone,

Here is the info on the attorney that could possibly help us with vacation rentals. No one likes to spend money we don't have to, but this may speed up the process. The faster we can lift the moratorium the better. Not specifically this will be on the agenda, but STR's will be for sure in some fashion.

Statement from Daniel Kearns:

Here is a summary of my experience with STRs and a short explanation of what I have learned through that experience. In the context of my CV, which covers land use and municipal law throughout my career, I have been pulled into STR matters in several jurisdictions on various sides of these disputes:

- First, as a new attorney in 1990, I worked with lawyers in my firm (Preston, Thorgrimson, Shidler Gates & Ellis) representing the City of Cannon Beach. I worked with the city attorney (Bill Canessa) and the city planner (Reinmar Bartles) to draft Cannon Beach's STR code, and then we defended those regulations it up through the appellate process to the Oregon Supreme Court, resulting in *Cope v. City of Cannon Beach*. We were successful and the case is an important for local regulation (and elimination) of STRs.
- In 2015, I represented a B&B operator in the City of Bend who was involved in that City's community process to formulate meaningful STR regulations. In that work, I weighed-in with the city attorney and the City's citizen advisory committee and again at the City Council level to try to steer the process toward meaningful STR regulations that would address the primary problems at the time (nuisance impacts) and reduce the then-current STR pool size. My efforts met with mixed success, as the city adopted a distance-based set of regulations to reduce the density of STRs, but failed to adopt any mechanism to reduce the STR pool size down to the new limits.
- In 2017 I was hired by several property owners in Gearhart to appeal to LUBA STR regulations which that city had recently adopted. In collaboration with another attorney who represented other affected property owners I was unsuccessful in the appeal and LUBA affirmed the City.
- In 2019, in my capacity as city attorney, I assisted Hood River in a multi-year effort to address a lack of affordable housing and increasing nuisance impacts from STRs in Hood River. While it took a long time, the process was ultimately successful and the city adopted meaningful STR regulations and imposed an owner-residency requirement for STR rentals with a 5-7 year phase-in process, which was extremely effective in reducing the number of STRs and increasing the availability of houses for long-term rental and residency. I am still the Hood River city attorney and we continue implementing and applying the STR regulations that were adopted.
- In 2021, I was contacted by a citizen group in Lincoln County (15 Neighborhoods) to advise them in their efforts to get meaningful STR regulations adopted by the Lincoln County Board of Commissioners. That

effort was not successful, but this group was well enough organized to get a ballot measure on the November 2021 ballot to amend Lincoln County's STR regulations. The new regulations would reduce STR numbers significantly by eliminating them from the County's residential zones with a 5-year phase-in. The ballot measure was immediately challenged by the STR industry in circuit court and LUBA, and I represent the chief petitioners of the ballot measure in circuit court and before LUBA defending the ballot measure. Those actions are still pending and active.

- Also in 2021 I was contacted by citizen in Clatsop County with basically the same concerns of proliferating coastal STRs and their nuisance impacts on residential neighborhoods. That person and a few similarly concerned citizens, however, have so far been unsuccessful in engaging the Clatsop County Board of Commissioners in any meaningful reform of STR regulations. They have also not begun (but should) the process of getting STR regulations before the voters through the initiative process.

In my experience, there is a significant regulatory difference between cities and counties in how each can and should regulate STRs. In both cases, however, the process should begin with a focus on taxation (Transient Lodging Tax under ORS 320.300 – 320.350) and STR licensing to (1) obtain a complete inventory of active STRs operating within the jurisdiction and (2) make sure that all Transient Lodging Taxes are properly collected and accounted for. Then, the approach should be to revise and expand the STR regulations through the STR licensing program to control nuisance impacts and reduce the density and overall number of STRs. The regulations must have some mechanism through to limit STR licenses to a number that does not overwhelm the residential neighborhoods, e.g., owner-residency requirement, cap, density limitation. And, there must be a mechanism to reduce the STR pool size down to the new cap or limits established in the regulations. One more thing about STR regulation, it is best to limit the regulations that are placed in the city's land use regulations. Although some are inevitable, the primary regulations that serve to reduce the number and density of STRs, should be in the business (STR) licensing regulations, not land use regulations.

DANIEL HOWARD KEARNS

Attorney at Law

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Portland, OR 97205
V-mail: (503) 225-1127 Cell: (503) 997-6032 e-mail: dan@reevekearns.com

- Born May 28, 1959, Toronto, Ontario - Citizen of United States and Canada •
Admitted to practice law in Oregon (1989) and Washington (1991)

EDUCATION

- 1989** - JD, Northwestern School of Law of Lewis and Clark College, Portland, Oregon. Certificate in Environmental and Natural Resources Law, Articles Editor, *Environmental Law* - law journal of the Northwestern School of Law.
- 1986** - MS (Zoology) University of Georgia, Athens, Georgia. Thesis Title: *Nearctic Avian Migrants in Costa Rica: A study of Winter Assemblage Structure in Disturbed Rain Forest Habitats*. Dr. Eugene P. Odum, Major Professor.
- 1982** - BS (Biology & Chemistry) Youngstown State University, Youngstown,

Ohio. WORK EXPERIENCE

- 1998 to present** - Partner, REEVE KEARNS, PC - representing public and private clients as general counsel and as special counsel in land use, environmental and regulatory matters.
- Government Law: City Attorney for Tangent, Hood River and Banks Oregon. Previously city attorney for the cities of La Center Washington, Mosier, Oregon City, Hillsboro, Troutdale and Happy Valley Oregon. Extensive experience as general and land use counsel advising city councils, planning commissions, staff and departments on full range of municipal law, including facility siting, land use procedure, public records and government ethics. Representation of cities, counties and special districts in Oregon and Washington as general and special counsel on projects involving community development, public records, development code revisions and infrastructure finance through Impact Fee and System Development Charge programs and local governments as land use applicant.
- Land Use Hearings Officer: Land Use Hearings Officer/Examiner for Clark County Washington, and Hillsboro Oregon since 2001 and Multnomah County since 2019. Special land use hearings officer for various jurisdictions, including Clackamas County (2013) and Warrenton Oregon (2015) deciding a major LNG terminal application.
- Land Use and Facility Siting: Counsel to local governments, private developers, applicants, opponents and neighborhood associations in the full spectrum of development

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permitting and facility siting applications and appeals before cities, counties, the Columbia River Gorge Commission, state and federal agencies, the Oregon Land Use Board of Appeals and the appellate courts of Oregon and Washington.

- Environmental and Regulatory: Representing public and private clients on a variety of state environmental and administrative proceedings, including endangered species issues, shoreline

and wetland permitting, §401 clean water certifications, NPDES, WPCF water quality permitting, contaminated site clean-ups, underground storage tanks, solid waste and recycling issues. Served on DEQ's Remedy Selection Workgroup in 1996 to develop rules for brownfields redevelopment and risk-based clean-ups under Oregon's Clean-up Law.

1990 to 1998 – Associate Attorney, PRESTON GATES & ELLIS L.L.P. , Portland

OR. **1989-1990** - Associate Attorney, Mitchell, Lang & Smith, Portland, OR.

1987 - Law Clerk, Adler and Blount - specializing in Oregon hazardous waste clean-up actions, compliance, enforcement and permitting matters.

1987 - Judicial intern to the Honorable Diarmuid F. O'Scannlain, Ninth U.S. Circuit Court of Appeals, Portland, OR.

CIVIC AND PROFESSIONAL ACTIVITIES

- Multnomah County Planning Commission (1994-2001)
- League of Oregon Cities Legal Advocacy Committee (1999-2009)
- Instructor, Portland State University Urban Studies Program, Land Use Law (fall 1998) • Lecturer for Law Seminars International – Regulatory Reform in Washington (1997) and Governmental Takings (2000 and 2001)
- Lecturer for National Business Institute Seminars - Oregon Land Use Law Up-date (1993, 1994, 1996 and 2000)
- Frequent lecturer for Oregon State Bar Sections on Real Estate and Land Use, Local Government and Environmental and Natural Resources
- Lecturer for the Oregon Planning Institute at land use planning seminars (every year 1995-present)
 - City of Portland, member of the Commercial Recycling Advisory Workgroup (1994-1995)
 - DEQ Solid Waste Advisory Committee member (1991-1993)
- Oregon DEQ - Member of Remedy Selection Workgroup on rulemaking for HB 3352 regarding risk-based clean-ups and brownfields redevelopment (1996)
 - Author and editor for *Oregon Environmental Law*, published by Government Institute, 1991 • Oregon Environmental Council - member of the Board of Directors (1991-1993) • Oregon State Bar, Real Estate and Land Use Section - Editorial Assistant for the Real Estate and Land Use Section's bi-monthly newsletter (1988-1989)

Here is a breakdown of the schedule he proposed

If the City wants to go that way and compress the timetable for developing land-use ordinances and a licensing process, we should seriously consider hiring Dan Kearns on a fee-for-services rendered. I asked Ann to reach out to him and the following is his email to her and I have attached his vita. He charges the standard Portland rate of \$250/hour. My guess is that the City could hire him for \$2,000:

- 1 hour prep time to review Port Orford ordinance and permitting
- 1 hour meeting with Jessica, Shala, Crystal and yourself
- 2 hours with Planning Commission
- 1 hour to review Planning Commission report/recommendations
- 1 hour with City Council
- 1 hour for Public Meeting on proposed STR ordinance
- 1 hour miscellaneous.

One totally different option would be the following.

- 1- make them nontransferable. If title changes, new owner must reapply. Stops out of town investors.
- 2- occupancy maximum. 2 people per bedroom.
- 3- off street parking for 2 vehicles is required.
- 4- three complaints to law enforcement and license is revoked.
- 5- cap of licenses issued.

Would not even need to be a zone code change. Just in business license.

This option would also speed things up, and seems like a feasible alternative.

We can talk about this at the next meeting, this is just all information to consider.

Thank you all,

Pat Cox

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Approval of Franchise Agreement with Ziplly

ITEM NO: 8 N.

Currently in the City Municipal code we have a Franchise Agreement with Lightspeed Networks Inc. They were purchased by Ziplly Fiber Northwest LLC. The attached is a copy of the updated Ordinance as purposed by Ziplly Fiber. If there are no changes then I can work with Ziplly and get a final draft of the Ordinance ready for the City Council meeting in May 2022.

Attachments:

- 1) Current Franchise Agreement with Lightspeed
- 2) Proposed Franchise agreement with Ziplly

Suggested Motions

Motion to Approve the draft Ordinance for Ziplly Fiber.

I move to approve the draft Ordinance that was submitted by Ziplly Fiber Northwest LLC.

Motion to Deny the draft Ordinance for Ziplly Fiber

I move to deny the draft Ordinance that was submitted by Ziplly Fiber Northwest LLC.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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Chapter 3.22

GRANTING A 5-YEAR FRANCHISE TO LIGHTSPEED NETWORKS, INC., DBA LS NETWORKS

Sections:

- 3.22.000 Purpose.**
- 3.22.010 Definitions.**
- 3.22.020 Grant of franchise.**
- 3.22.030 Franchise not exclusive.**
- 3.22.040 Term and termination.**
- 3.22.050 No limitation of City authority.**
- 3.22.060 Construction, maintenance and repair of infrastructure.**
- 3.22.070 Abandonment.**
- 3.22.080 Insurance.**
- 3.22.090 Transfers and change in control.**
- 3.22.100 Indemnification.**
- 3.22.110 Compensation.**
- 3.22.120 Extension of City limits.**
- 3.22.130 Right to inspect records.**
- 3.22.140 Right to perform franchise fee audit or review—Default.**
- 3.22.150 Right to inspect construction.**
- 3.22.160 Venue.**
- 3.22.170 Limitation of liability.**
- 3.22.180 Compliance with applicable laws.**
- 3.22.190 Notice.**
- 3.22.200 Captions.**
- 3.22.210 Severability.**
- 3.22.220 Waiver.**

3.22.000 Purpose.

Lightspeed Networks, Inc., dba LS Networks, an Oregon Corporation, provides Telecommunications services within the City of Port Orford, Oregon; and Franchisee has applied for a five-year Telecommunications Franchise pursuant to local ordinances relating to Telecommunications located in the public rights-of-way, and the City of Port Orford “City” has reviewed said application and has determined that it meets the requirements of the City’s Ordinance subject to the terms and conditions stated within this chapter. (Ord. 2013-03, 2013)

3.22.010 Definitions.

Gross Revenues: Any and all compensation, of any kind, nature, or form (grant, subsidy), received directly or indirectly by Grantee for any Communications Services (as defined in this section) provided within the franchise areas or in any way connected with the operation of Grantee’s facilities, including, but not limited to: revenues from customers; any fees related to Grantee’s Communications Services; use, access, or attachment charges paid to the Grantee by other communications services or carriers; and revenue from the sale or lease of and Grantee Facilities, including wire, cable, facility, pole, duct, con-

3.22.020

duit or similar transmission equipment. All such revenues remain subject to applicable FCC rules and regulations, which exclude revenues from internet access services while prohibited by law. Gross Revenues do not include any taxes or services furnished by Grantee imposed directly on subscribers by any city, state or other governmental unit and collected by Grantee for such governmental unit. Gross Revenues shall also not include uncollectible accounts or any taxes, fees, or assessments imposed or assessed by any governmental authority.

Communication Services:

Telecommunications: The transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications network: Infrastructure owned by Franchisee utilizing one or more facilities located within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service.

Telecommunication service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses. (Ord. 2013-03, 2013)

3.22.020 Grant of franchise.

There is hereby granted by the City of Port Orford, hereinafter referred to as "City," to LightSpeed Networks, Inc. hereinafter referred to as "LS Networks," an Oregon corporation authorized to conduct business in Oregon, their successor and assigns, hereinafter each referred to as "Franchisee," the nonexclusive right and privilege to conduct business as a telecommunications carrier as that term is defined in ORS 133.721(8) within the City and to place, erect, lay, maintain and operate in, upon, over and under streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City, poles, wires and other appliance and conductors for all telephone, telegraph and other communication purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the Franchisee, its successors or assigns, may be laid underground, and such other apparatus may be used as may be necessary to properly operate and maintain the same. Notwithstanding the foregoing, the City Council or their designee shall have the authority or prescribe which public ways will be used and the location of the communications facilities within the public ways as may be necessary to minimize public inconvenience. (Ord. 2013-03, 2013)

3.22.030 Franchise not exclusive.

The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee. (Ord. 2013-03, 2013)

3.22.040 Term and termination.

The term of this Franchise shall be five years, commencing with the effective date of the ordinance codified in this chapter. Thereafter, this Franchise shall continue in full force and effect for an additional five years unless notice is given by either party 90 days before expiration, of its intention to terminate or renegotiate

the Franchise. Upon termination or expiration of the Franchise, Grantee shall, within 180 days, remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the 180-day period, the City may remove. (Ord. 2013-03, 2013)

3.22.050 No limitation of City authority.

1. Nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.
2. In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
3. Except as otherwise provided by law, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.
4. In addition to the reservations contained in this Franchise and existing applicable ordinances, adopt such additional generally applicable regulation for the construction, maintenance, and operation of the Grantee's Facilities as the City find necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements), or for the protection of City Facilities. (Ord. 2013-03, 2013)

3.22.060 Construction, maintenance and repair of infrastructure.

1. It shall be lawful for Franchisee to make all needful excavations in any of such streets, alleys, avenues, thoroughfares and public highways, places and grounds in the City for the purpose of placing, erecting, laying and maintaining poles, or other supports or conduits for said wires and appliances and auxiliary apparatuses or repairing, renewing, or replacing the same. Said work shall be done in compliance with State and Federal laws as well as local rules, regulations, ordinances and orders, which may during the continuance of this franchise be adopted from time to time by the City. Franchisee shall obtain from the City all applicable permits, which will require plan submittal, approval, and the payment of fees before work begins. The Franchisee shall file with the City maps showing the location of any constructions, extension, or relocation or any of the facilities of the Franchisee and shall obtain the City's approval of the location and plans prior to the commencement of the work. All transmission and distribution structures, lines and equipment erected by the Franchisee within the City shall be so located as to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, bridges, or other public ways or places. Franchisee shall, protect, support, temporarily disconnect or relocate any of its equipment as required to do so by the City by reason of traffic conditions or public safety in a timely manner in order to protect the public. Franchisee shall protect, support, temporarily disconnect or relocate any of its equipment as required to do so by the City by reason of street vacation, highway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks, or any other type of structures or im-

3.22.070

provements by the City. This work shall be completed within 120 days of notice from the City. When any excavation is made by the Franchisee, the Franchisee shall promptly restore the affected portion of the street, bridge, easement area, or public place to the reasonably same conditions in which it was prior to the excavation. The restoration shall be done in compliance with City specifications, requirements, and regulations in effect at the time of such restoration. If the Franchisee fails to restore promptly the affected portion of the street, bridge, or public place to the same condition in which it was prior to the excavation, the City may make the restoration; and the reasonable costs of making the restoration, including the cost of inspection, supervision, and administration shall be paid by the Franchisee.

2. In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.
3. The City reserves the right to construct, install, maintain, and operate any public improvement, work or facility, to do any work that the City may find desirable on, over, or under any street, bridge or public place, and to vacate, alter or close any street, bridge or public place. Nothing in this chapter shall be construed in any way to prevent the proper authorities of the City from sewerage (sanitary and storm), providing water service, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City in or upon which the poles, wires or other conductors of Franchisee shall be placed, but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes, or other apparatus, and the moving of company facilities, where required due to such work by the City, will be done by Franchisee within 120 days of notice by the City without cost to the City. The Franchisee shall furnish maps or drawings to the City or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed work. Any such work done for or at the request of a private individual, entity, developer or development shall be done at the expense of such private individual, entity, developer or development. Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities. (Ord. 2013-03, 2013)

3.22.070 Abandonment.

If the Franchisee goes out of business or withdraws service from the area and as a consequence refuses to renew the agreement, all rights to the use of the connection media revert to the City who may sell, lease or otherwise use the connection media at its sole discretion. The connection media shall be left in working order and not be intentionally cut or destroyed. The City may require the media be removed from all posts and underground conduits by the former Franchisee at its own expense. (Ord. 2013-03, 2013)

3.22.080 Insurance.

1. General. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.
2. Evidence Required. Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

3. Notice of Cancellation, Reduction, or Material Change in Coverage. Policies shall include a provision requiring written notice by the insurer or insurers to the City not less than 30 calendar days prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.
4. Insurance Required. During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:
 - (A) Workers' compensation insurance for all subject workers; and
 - (B) General liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each person, and \$1,000,000, for each occurrence of bodily injury and \$1,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise. (Ord. 2013-03, 2013)

3.22.090 Transfers and change in control.

1. Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent not to be unreasonably withheld. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.
2. Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 60 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 60 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.
3. The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.
4. The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.
5. The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee. (Ord. 2013-03, 2013)

3.22.100

3.22.100 Indemnification.

1. The Franchisee shall defend, indemnify, and hold harmless the City, its agents, officers and employees from any and all claims demands, and damages of any kind, including attorney's fees which may arise, from any negligent act or omissions of the Franchisee, its agents, officers or employees, in connection with the Franchisee's operations pursuant to this franchise.
2. In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, City's liability shall be limited to the cost of repair or replacement of the damaged facilities, whichever is less. City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under Section 3.22.080. (Ord. 2013-03, 2013)

3.22.110 Compensation.

1. Franchise Fee. In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to seven percent of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point or multi-point services is based on the pro-rata share of the revenue from those services.
2. Modification Resulting from Action by Law. Notwithstanding any provision to the contrary, at any time during the time of this Franchise, City may elect to increase the Franchise fee amount as may then be allowed by State Law. City shall provide Grantee written notice of such increase following the adoption of the change in percentage by City. The increase shall be effective 30 days after City has provided Grantee with such notice.
3. Payment of Franchise Fees. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.
4. The payment of the Franchise fee shall be in addition to, not in lieu of, any local business license tax, or other taxes and permit fees not within the scope of this Franchise agreement. Grantee shall pay all generally applicable permit or licensing fees for the construction, maintenance, or inspection of street openings or any other Grantee work on its Facilities. Grantee shall not deduct charges and penalties imposed by the City for noncompliance with charter provisions, ordinances, resolutions or permit conditions from the Franchise fee payments required by this section. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.
5. If at any time, Grantee installs infrastructure on a route consistent with serving City Hall and/or the Visitor Center, Grantee will install at no charge to City, two connections to City Hall and one connection to the Visitor's Center.

6. In the event that Grantee wishes to add cable services or any other services not listed in this agreement to its list of services, Grantee agrees that it must negotiate an additional agreement with the City, setting forth the terms and conditions governing such services.
7. Other than any fees payable due to additional services offered or provided by Grantee in 6. above, or the generally applicable permit and licensing fees, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the Right-of-Way. However, Grantee shall pay any ad valorem property taxes now or hereafter levied against real or personal property within the City. (Ord. 2013-03, 2013)

3.22.120 Extension of City limits.

Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Way of the annexed territory shall be subject to all of the terms of this Ordinance. (Ord. 2013-03, 2013)

3.22.130 Right to inspect records.

In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications network; the character and extent of the Telecommunications Service rendered therefor to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City will use such information only for the purpose of managing its Rights-of-Way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's Fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Oregon law. (Ord. 2013-03, 2013)

3.22.140 Right to perform franchise fee audit or review—Default.

In addition to all rights granted under Section 3.22.130, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise Fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than three years after the date on which Franchise Fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights hereunder. (Ord. 2013-03, 2013)

3.22.150 Right to inspect construction.

The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way. (Ord. 2013-03, 2013)

3.22.160

3.22.160 Venue.

Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the local Circuit Court for the City; provided, however, that should any proceeding be brought in a Federal forum, such proceeding shall be brought in the U.S. District Court of Oregon in Eugene, Oregon, with the parties stipulating to trial in Eugene, Oregon. (Ord. 2013-03, 2013)

3.22.170 Limitation of liability.

The City and the Franchisee agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid. (Ord. 2013-03, 2013)

3.22.180 Compliance with applicable laws.

Franchisee shall comply with all applicable Federal, State, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any Federal, State or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Oregon anti-trust law, ORS 646.750-646.836, or the Oregon Unlawful Trade Practices Act, ORS 646.650-646.652. Nothing contained in this section shall be construed as requiring Franchisee to comply with any Federal, State or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise. (Ord. 2013-03, 2013)

3.22.190 Notice.

Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address, or such other address as each party may specify in writing:

Name: City of Port Orford, ATTN: Mike Murphy
 Title: City Manager
 Address: P.O. Box 310
 Port Orford, OR 97465
 Phone: (541) 332-3681
 Facsimile: (541) 332-3830

Name: Contracts Administration
 Title: LS Networks
 Address: 921 SW Oregon St., STE 370
 Portland, OR 97205
 Phone: (503) 294-5300
 Facsimile: (503) 227-8585

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein. (Ord. 2013-03, 2013)

3.22.200 Captions.

The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise. (Ord. 2013-03, 2013)

3.22.210 Severability.

If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise. (Ord. 2013-03, 2013)

3.22.220 Waiver.

1. The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
2. No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived. (Ord. 2013-03, 2013)

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ORDINANCE NO. ~~2013-03~~

AN ORDINANCE GRANTING TO ZIPLY FIBER NORTHWEST, LLC DBA "ZIPLY FIBER", LIGHTSPEED NETWORKS, INC., DBA "LS NETWORKS" AN DELEWARE LIMITED LIABILITY COMPANY OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE and MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF PORT ORFORD OREGON,

WHEREAS: ~~ZiPLY Fiber Northwest, LLC dba ZiPLY Fiber~~Lightspeed Networks, Inc., dba LS Networks, an ~~Deleware Limited Liability Company Oregon Corporation~~, provides Telecommunications services within the City of PORT ORFORD, Oregon; and

WHEREAS: Franchisee has applied for a Telecommunications Franchise pursuant to local ordinances relating to Telecommunications located in the public rights of way, and the City of PORT ORFORD "City" has reviewed said application and has determined that it meets the requirements of the City's Ordinance subject to the terms and conditions stated herein:

NOW THEREFORE, THE CITY OF PORT ORFORD HEREBY ORDAINS AS FOLLOWS:

Section 1: Definitions.

1.1 Gross Revenues: ~~Any and all compensation, of any kind, nature, or form (grant, subsidy, received directly or indirectly by Grantee for any Communications Services (as defined in this section) provided within the franchise areas or in any way connected with the operation of Grantee's facilities, including but not limited to: revenues from customers; any fees related to Grantee's Communications Services; use, access, or attachment charges paid to the Grantee by other communications services or carriers; and revenue from the sale or lease of and Grantee Facilities, including wire, cable, facility, pole, duct, conduit or similar transmission equipment. All such revenues remain subject to applicable FCC rules and regulations, which exclude revenues from internet access services while prohibited by law. Gross Revenues do not include any taxes or services furnished by Grantee imposed directly on subscribers by any city, state or other governmental unit and collected by Grantee for such governmental unit. Gross Revenues shall also not include uncollectible accounts or any taxes, fees, or assessments imposed or assessed by any governmental authority. Shall have the same meaning as ORS 221.515.~~

1.2 Communication Services:

1.2.1 Telecommunications: the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.2.2 Telecommunications Network: infrastructure owned by Franchisee utilizing one or more facilities located within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service.

1.2.3 Telecommunications Service: the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

Section 2: Grant of Franchise. There is hereby granted by the City of Port Orford, hereinafter referred to as "City", to Ziply Fiber Northwest, LLC ~~LightSpeed Networks, Inc.~~ hereinafter referred to as "Ziply FiberLS Networks", an

~~r~~ Oregon corporation ~~Delaware limited liability company~~, authorized to conduct business in Oregon, their successor and assigns, hereinafter each referred to as "Franchisee", the nonexclusive right and privilege to conduct business as a telecommunications carrier as that term is defined in ORS 133.721(8) within the City and to place, erect, lay, maintain and operate in, upon, over and under streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City, poles, wires and other appliance and conductors for all telephone, telegraph and other communication purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the Franchisee, its successors or assigns, may be laid underground, and such other apparatus may be used as may be necessary to properly operate and maintain the same. Notwithstanding the foregoing, the City Council or their designee shall have the authority or prescribe which public ways will be used and the location of the communications facilities within the public was as may be necessary to minimize public inconvenience.

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Section 3: Franchise Not Exclusive. The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

Section 4: Term and Termination. The term of this Franchise shall be five (5) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional five (5) years unless notice is given by either party ninety (90) days before expiration, of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the one hundred and eighty day period (180), the City may remove.

Section 5: No Limitation of City Authority.

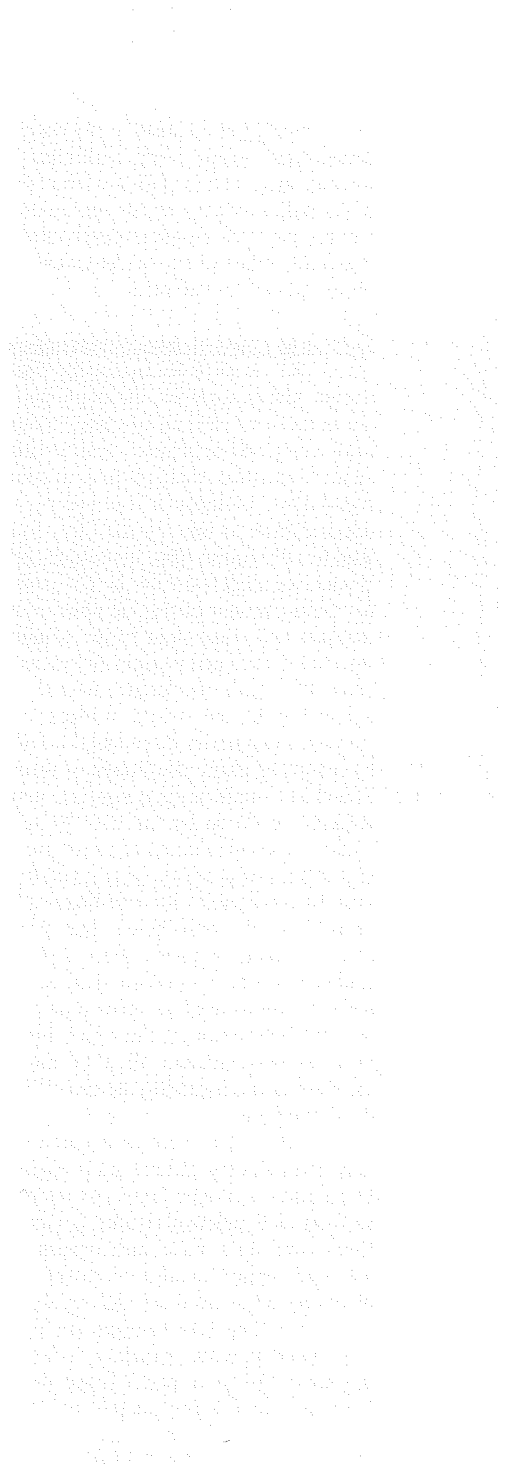
5.1 Nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.

5.2 In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

5.3 Except as otherwise provided by law, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of

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any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.



5.45.3 In addition to the reservations contained in this Franchise and existing applicable ordinances, adopt such additional generally applicable regulation for the construction, maintenance, and operation of the Grantee's Facilities as the City find necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements, or for the protected of City Facilities.

Section 6: Construction, Maintenance and Repair of Infrastructure.

6.1 It shall be lawful for Franchisee to make all needful excavations in any of such streets, alleys, avenues, thoroughfares and public highways, places and grounds in the City for the purpose of placing, erecting, laying and maintaining poles, or other supports or conduits for said wires and appliances and auxiliary apparatuses or repairing, renewing, or replacing the same. Said work shall be done in compliance with state and federal laws as well as local rules, regulations, ordinances and orders, which may during the continuance of this franchise be adopted from to time by the City. Franchisee shall obtain from the City all applicable permits, which will require plan submittal, approval, and the payment of fees before work begins. The Franchisee shall file with the City maps showing the location of any constructions, extension, or relocation or any of the facilities of the Franchisee and shall obtain the City's approval of the location and plans prior to the commencement of the work. All transmission and distribution structures, lines and equipment erected by the Franchisee within the City shall be so located as to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, bridges, or other public ways or places. Franchisee shall, protect, support, temporarily disconnect or relocate any of its equipment as required to do so by the City by reason of traffic conditions or public safety in a timely manner in order to protect the public. Franchisee shall protect, support, temporarily disconnect or relocate any of its equipment as required to do so by the City by reason of street vacation, highway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks, or any other type of structures or improvements by the City. This work shall be completed within 120 days of notice from the City. When any excavation is made by the Franchisee, the Franchisee shall promptly restore the affected portion of the street, bridge, easement area, or public place to the reasonably same conditions in which it was prior to the excavation. The restoration shall be done in compliance with City specifications, requirements, and regulations in effect at the time of such restoration. If the Franchisee fails to restore promptly the affected portion of the street, bridge, or public place to the same condition in which it was prior to the excavation, the City may make the restoration; and the reasonable costs of making the restoration, including the cost of inspection, supervision, and administration shall be paid by the Franchisee.

6.1 In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

6.1 The City reserves the right to construct, install, maintain, and operate any public improvement, work or facility, to do any work that the City may find desirable on, over, or under any street, bridge or public place, and to vacate, alter or close any street, bridge or public place. Nothing in this chapter shall be construed in any way to prevent the proper authorities of the City

from sewerage (sanitary and storm), providing water service, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City in or upon which the poles, wires or other conductors of Franchisee shall be placed, but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes, or other apparatus, and the moving of company facilities, where required due to such work by the City, will be done by Franchisee within 120 days of notice by the City without cost to the City. The Franchisee shall furnish maps or drawings to the City or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed work. Any such work done for or at the request of a private individual, entity, developer or development shall be done at the expense of such private individual, entity, developer or development. Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

Section 7: Abandonment. If the Franchisee goes out of business or withdraws service from the area and as a consequence refuses to renew the agreement, all rights to the use of the connection media revert to the City who may sell, lease or ~~otherwise~~ otherwise use the connection media at its sole discretion. The connection media shall be left in working order and not be intentionally cut or destroyed. The City may require the media be removed from all posts and underground conduits by the former Franchisee at its own expense.

Section 8: Insurance.

8.1 General. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.

8.2 Evidence Required. Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

8.3 Notice of Cancellation, Reduction, or Material Change in Coverage. Policies shall include a provision requiring written notice by the insurer or insurers to the City not less than 30 calendar days prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

8.4 Insurance Required. During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:

(A) Workers' compensation insurance for all subject workers; and

(B) General liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each person, and \$1,000,000, for each occurrence of bodily injury and \$1,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insured's with respect to Franchisee's activities pursuant to this Franchise.

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Section 9: Transfers and Change in Control.

9.1 Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed, in writing, such consent not to be unreasonably withheld. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City. Any transfer of Franchisee's assets to another carrier which is approved by the Oregon Public Utilities Commission will receive automatic approval by the City.

9.2 Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 60 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 60 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

9.3 The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

9.4 The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

9.5 The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

Section 10: Indemnification.

10.1 The Franchisee shall defend, indemnify, and hold harmless the City, its agents, officers and employees from any and all claims demands, and damages of any kind, including attorney's fees which may arise, from any negligent act or omissions of the Franchisee, its agents, officers or employees, in connection with the Franchisee's operations pursuant to this franchise.

10.2 In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, City's liability shall be limited to the cost of repair or replacement of the damaged facilities, whichever is less. City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under Section 8.

Section 11: Compensation.

11.1 Franchise Fee. In consideration of the permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a

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Telecommunications system within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to ~~seven-four~~ percent (74%) of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be ~~includede~~

included in Gross Receipts at such time as they are ~~actually~~ ~~actually-collected~~ ~~collected~~. Revenue from point to point or multi-point services is based on the pro-rata share of the revenue from those services.

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11.211.1 Modification Resulting from Action by Law. Notwithstanding any provision to the contrary, at any time during the time of this Franchise, City may elect to increase the Franchise fee amount as may then be allowed by State Law. City shall provide Grantee written notice of such increase following the adoption of the change in percentage by City. The increase shall be effective thirty (30) days after City has provided Grantee with such notice.

11.311.2 Payment of Franchise Fees. Payments due under this provision shall be computed and paid ~~annually~~ ~~quarterly~~ for the preceding ~~year~~ ~~quarter~~, ~~as of March 31, June 30, September 30, and December 31, each quarterly payment due and~~ payable no later than 45 days after ~~such dates~~ ~~December 31~~. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the ~~year~~ ~~quarter~~ for which payment is made.

11.411.3 The payment of the Franchise fee shall be in addition to, not in lieu of, any local business license tax, or other taxes and permit fees not within the scope of this Franchise agreement. Grantee shall pay all generally applicable permit or licensing fees for the construction, maintenance, or inspection of street openings or any other Grantee work on its Facilities. Grantee shall not deduct charges and penalties imposed by the City for noncompliance with charter provisions, ordinances, resolutions or permit conditions from the Franchise fee payments required by this section. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now, or hereafter be entitled to, or to ~~participate~~ ~~participate~~ in, or to levy upon the property of Franchisee.

11.511.4 If at any time, Grantee installs infrastructure on a route consistent with serving City Hall and/or the Visitor Center, Grantee will install at no charge to City, two (2) connections to City Hall and one (1) connection to the Visitor's Center.

11.611.5 In the event that Grantee wishes to add cable services or any other services not listed in this agreement to its list of services, Grantee agrees that it must negotiate an additional agreement with the City, setting forth the terms and conditions governing such services.

11.711.6 Other than any fees payable due to additional services offered or provided by Grantee in 11.1.6 above, or the generally applicable permit and licensing fees, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the Right-of-way. However, Grantee shall pay any ad valorem property taxes now or hereafter levied against real or personal property within the City.

Section 12: Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed ~~territory~~ to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Ways of the annexed ~~territory~~ shall be subject to all of the terms of this Ordinance.

Section 13: Right to Inspect Records. In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications network; the character and extent of the Telecommunications Service rendered therefore to them; and any

Page 8 - Ordinance No.2013-03

other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that

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the City will use such information only for the purpose of managing its Rights-of- Way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's Fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Oregon law.

Section 14: Right to Perform Franchise Fee Audit or Review: Default. In addition to all rights granted under Section 13, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise Fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 3 years after the date on which Franchise Fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights hereunder.

Section 15: Right to Inspect Construction. The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way.

Section 16: Venue. Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the local Circuit Court for the City; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court of Oregon in Eugene, Oregon, with the parties stipulating to trial in Eugene, Oregon.

Section 17: Limitation of Liability. The City and the Franchisee agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid.

Section 18: Compliance with Applicable Laws. Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Oregon anti-trust law, ORS 646.750-646.836, or the Oregon Unlawful Trade Practices Act, ORS 646.650-646.652. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Section 19: Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following

address, or such other address as each party may specify in writing:

Name: City of Port Orford, ATTN: Mike Murphy
 Title: City Manager
 Address: P.O. Box 310
 Port Orford, OR 97465
 Phone: (541) 332-3681
 Facsimile: (541) 332-3830

Name: ~~Contracts Administration~~
~~Legal Department~~ Title: ~~ZiPLY~~
~~FiberLS Networks~~
 Address: ~~921 SW Oregon St., STE 370-135~~
~~Lake Street South, Suite 155,~~
~~Portland/Kirkland, OR/WA 97205-98033~~
 Phone: (503) ~~294431-0458-5300~~
 Email: ~~Legal@ziPLY.com~~ Facsimile: ~~(503)-~~
~~227-8585~~

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

Section 20: Captions. The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

Section 21: Severability. If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been ~~part~~ part of this Franchise.

Section 22: Waiver.

22.1 The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

22.2 No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

PASSED by the City Council and approved by the Mayor _____, 202213.

APPROVED: _____
[James Auburn, City of Port Orford](#)
Mayor



Attest: *Beverly Manes*
Beverly Manes, City Recorder

Approved as to form:

Shala McKenzie Kudlae, City Attorney

Accepted: _____, 2013
22

LightSpeed Networks Ziplly Fiber, Inc.
By _____
Michael Weidman, President and CEO

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Security Cameras in City Hall

ITEM NO: 8 O.

Currently we have a security system in City Hall however it does not include audio. We would like to upgrade the system to include audio to protect the citizens and the staff at City Hall. The estimate is about \$2,000 for the equipment and installation.

We will have the public sign in as they enter City Hall. On the sign in sheet they will be notified that they are being recorded. If they need to have a conversation with anyone no in the front entrance we will have a designated room that is being recorded.

Attachment:

- 1) Proposed Camera and set up

Suggested Motions

Motion to Approve Security Cameras.

I move to approve the purchase and installation of Security Cameras in City Hall.

Motion to Deny Security Cameras

I move to deny the purchase and installation of Security Cameras in City Hall

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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Store

Products

Cloud

Support

Deals

Partner

RLK16-820D8-A
Smart Security Kit in 4K UHD
Person/Vehicle Detection

Power over Ethernet

16-Channel NVR

3TB Built-in HDD

US \$ 899.99 ~~US \$ 999.99~~ | US \$ 100.00 OFF

Add to Cart

Compare It With

US \$ 75.00 OFF



US \$ 150.00 OFF



US \$ 95.00 OFF



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Got it

Gallery & Specs

- 1 Mount
- 2 Metal Aluminum Case
- 3 High Definition Lens (f=4.0mm)
- 4 18 IR LEDs
- 5 Daylight Sensor
- 6 Bui

Specifications

[RLN16-410](#)

RLC-820A

 [Download as PDF](#)

Hardware

Hardware
V2

Video/Audio
Input

IP Video Input
PoE IP camera x 16

Audio Input
Cameras with built-in mi-

Video/Audio
Output

Video Output
VGA, HDMI

Audio output
1-channel, RCA

Display Resolution
• HDMI: 4096*3072, 3840*
1280*1024, 1280*800, 1280*
• VGA: 1920*1080, 1440*900,
1024*768

[More +](#)

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Got it

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 04/21/2022

SUBJECT: Set Workshop Dates

ITEM NO: 8 P.

The following are workshops that we have discussed setting and workshops that have been suggested.

- 1) Goals Workshop for City Council
- 2) Workshop with Gary Milliman
- 3) Workshop for Office Staff Structuring
- 4) Workshop Community Center
- 5) Workshop for Water/Sewer

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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