

**CITY OF PORT ORFORD
ONLINE SESSION OF THE COMMON COUNCIL
THURSDAY, June 16, 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- Homeless Camp- Linda Maxxon**
4. **Consent Calendar**
 - a. Approve Minutes May 16, 2022 (3-12)
5. **Public Hearing: State Revenue Sharing**
6. **Citizens' Concerns (Speak Only for Old & New Business Items on the Agenda)**
7. **Departmental Reports-**

a. Public Works(13-18)	b. Administration (19-22)	c. Finance (23-36)	d. Planning (37-62)
e. Liaison			
Fire District- Garratt	TLT- Pogwizd	Watershed- LaRoche (63-64)	
Port- Cox	Parks- Tidey	Emergency Mgmt.- Burns/Howe	
School District- Kessler	Main Street- Burns		
8. **Old Business**
 - a. Ordinance 2022-05 Abatement of Nuisance and Dangerous Housing (65-88)
 - b. Ordinance 2022-02 Ziply Franchise Agreement (89-98)
 - c. Daniel Kerns Agreement for Vacation Rentals (99-116)
 - d. Forest Management Plan contract (117-126)
9. **New Business**
 - a. MOU for Lee Property (127-154)
 - b. Deady Street Property (155-166)
 - c. Resolution 2022-02 Receive State Revenue (167-170)
 - d. Resolution 2022-03 Adopting 2022-2023 Budget (171-174)
 - e. Resolution 2022- 04 Adopting Employee Wages (175-178)
 - f. Approve Committee Appointment of John Miller to Emergency Response Committee (179-182)
 - g. Approve Committee Appointment of Ross Kelly to the Emergency Response Committee (183-186)
 - h. Approve Committee Appointment of Jim Howe to the Emergency Response Committee (187-190)
 - i. Approve Committee Appointment of Gary Anderson to the Emergency Response Committee (191-194)
 - j. Approve Committee Appointment of Alan Jones to the Emergency Response Committee (195-198)
 - k. Approve Committee Appointment of Mari Lochhaas to the Emergency Response Committee (199-202)
 - l. TLT Grant Approval Main Street- \$2,,900 (203-208)
 - m. TLT Grant Approval Main Street \$1,790 (209-214)
 - n. TLT Grant Approval Port Orford Jubilee \$5,000 (215-220)

9. Continuing Action Items

- a. Seasonal Gas Tax b. Text My Gov. c. Website Updated d. Data Storage
e. Water Conservation Ordinance f. Historic Commission Ordinance Update g. Grant Writing Companies

10. Considerations

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

11. Future Meetings

Thursday, July 21, 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: 06/16/2022

SUBJECT: City Council meeting Minutes

ITEM NO: 4 A.

Attached are the Parks Commission Meeting Minutes from May 19, 2022

Suggested Motions

Motion to Approve the Meeting Minutes from May 19, 2022.

I move to approve the meeting minutes from May 19, 2022.

Motion to Deny the Meeting Minutes from May 19, 2022.

I move to deny the meeting minutes from May 19, 2022.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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City of Port Orford
City Council Meeting
In the Gable Chambers / Virtual participants
Thursday, May 19, 2022 at 5:30 P.M.

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>Lorrin Kessler</i>	X	<i>Chief Hank Hobart</i>	X
<i>James Garratt</i>	X		
<i>Carolyn LaRoche</i>	X		
<i>Greg Tidey</i>	X		

Others Present: Bret Cecil EDOBA, Jim Howe, Monica Ward Curry County EM, Aaron Ashdown, Penny Suess/Dana Gurnee, Rowly,

1. Call to Order

President Cox called to order this Meeting of the Common Council on Thursday, May 19, 2022, at 5:31 p.m.

2. Additions to the Agenda: Right of way application from 251 5th street added to New Business h. Presentation by Bret Cecil representing Curry County Democrats presenting designation month of June LGBTQ Pride Month added to Presentations.

3. Presentation to Council / Citizens: Bret Cecil representing Curry County Democrats introduces self as candidate for Curry County Representative. Due to the hate at a national level, the Curry County democrats adopted a resolution in the hope the City of Port Orford will adopt the resolution and follow up with a proclamation supporting the month of June as LGBTQ Plus Pride Month whereas the rights for all individuals to be accepted as they are. Mr. Cecil read the proclamation and history of Pride Month and fly the flag of pride the entire month of June. The resolution has been presented to the City Council.

4. Consent Calendar

a. Approve Minutes April 21, 2022: Councilor Burns moved to approve the minutes for the April 21, 2022 council meeting as written with Councilor Kessler as second. ***Motion carried 6-0.***

Discussion: None.

Councilor LaRoche Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
Councilor Kessler Yes *Councilor Tidey* Yes *Councilor Garratt* Yes

5. Citizen Concerns: None.

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6. Department Reports

a. Public Works: A written report has been provided to councilors. John Isadore updated the councilors on repairs and pumps at the contact tank and Coast Guard Hill tanks. Wastewater plant is going through growing pains. A gearbox blew in the primary clarifier and is under repair. Repairs are outlined. Cost is discussed. Communication controls at the water plant is on manual mode. Research is going into internet connection if needed. CA Ginsburg gave an update on the dredge permit. It could be 9 months plus. Temporary dam and valve discussed.

The interpretive trail does not need to be entirely built but there is rotten wood that needs replaced.

b. Administration/Finance: CA Ginsburg presented councilors with an admin report. Citation cleanup will continue at the end of every fiscal year. Out of state citations and municipal code pertaining were reviewed. Budget includes repairs for buildings. A new city hall office person was hired. Business licenses reviewed and letters sent out to businesses that need to update. Email received from the school inviting councilors and parks commissioners to accompany them on a wetlands field trip.

Line item for curtailment fees has been created. County has not been allocating items correctly. They will review and correct.

c. Planning: A written Planning update is submitted to councilors. Writing updated code definitions for ADUs was discussed at the last Planning Commission meeting. Short term rentals versus long term rentals was discussed. Separate meters for each ADU were recommended. Councilor Burns recommended the bill going to the landlord and the tenant, so all are aware and responsible. Code rewrite for water billing to vacation rentals and ADUs was discussed. CA Ginsburg will present information from Coos-Curry and **add this topic to next month's agenda.**

d. Liaison:

Fire District - Volunteers are needed in many aspects, not all include fire and danger.

Watershed – Councilor LaRoche has no report. Linda Tarr has nothing in addition to what is in her report she submitted to councilors. Ms. Tarr requested agenda time in June so council can vote on entering into the memorandum of understanding with Ms. Lee. That is needed for funding in the legislature. **Ms. Tarr is added to the agenda for next month.**

Port – Mayor Cox reported the Port received funding from Business Oregon for two new cranes.

Parks – Councilor Tidey reported on Buffington cleanup. Parks Commission has ordered trash cans, benches, etc. for Buffington park.

Emergency – Councilor Burns introduced Jim Howe. Mr. Howe did not report much change. A few more medical supplies will be received. Fund raising is needed. State provided MREs are available. Space for storage needs reviewed and is discussed.

School District – Councilor Kessler reported the new tracks are under construction.

Main Street – Councilor Burns reported Main Street met and voted to support the Story Book program. Families walk from sign to sign that tell a story. City Hall landscaping will begin with better weather. Town Guide and Maps are printed and will be distributed this and next week. Redwood trees received and now Main Street is researching a location for planting. A citywide cleanup is planned for June 28 in coordination with Jubilee committee. Main Street is hosting a community gathering open to all who want to volunteer for projects June 8 at 5:00 p.m. at OSU field station.

7. Old Business:

a. Ordinance 2022-05, Abatement of Nuisance and Dangerous Housing: Mayor Cox introduced Garrett Thomson. Garrett Thomson wrote adopted article 2 of Curry County building code, an ordinance giving authority to condemn structures deemed dangerous. Some structures can be updated but this ordinance gives authority to deal with those that cannot. This ordinance addresses travel trailers, which can be regulated under this code since they are now listed as being permanent structures. Some travel trailers are parked along roadways partly outside of the right of way which limits law enforcement participation. These can now be condemned due to lack of sanitation and removed. Historical buildings with historical value are included in existing building code and are treated a little differently.

Councilor Burns moved to table the discussion and adoption of international existing building code ordinance 2022-05 for an additional month with Councilor Kessler as second. *Motion carried 6-0.*

Discussion: Motion clarified.

<i>Councilor LaRoche</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Burns</i>	<u><i>Yes</i></u>
<i>Councilor Kessler</i>	<u><i>Yes</i></u>	<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Garratt</i>	<u><i>Yes</i></u>

b. Right of Way License – Katrina Smith (Paramount Utility): This application was addressed last month. The work has not been completed yet.

Councilor Burns moved to approve the right of way request from Paramount Utility at 23rd and Jackson with conditions requested by public works with Councilor Kessler as second. *Motion carried 6-0.*

Discussion: None.

<i>Councilor LaRoche</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Burns</i>	<u><i>Yes</i></u>
<i>Councilor Kessler</i>	<u><i>Yes</i></u>	<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Garratt</i>	<u><i>Yes</i></u>

c. Ziplly Franchise Agreement: CA Ginsburg spoke with Ziplly. They agreed to increase the percentage of franchise fee from 4 to 7 percent. They also increased insurance from 1 million to 2 million. They apologized for the issues the city had to address.

4 City councilors authorized CA Ginsburg to write up an agreement by consensus.
5 Councilor Garratt suggested adding in free internet for the water system.

- 6
7 **d. Grant Writing Companies:** CA Ginsburg spoke with several. Just Look Left is in
8 Oregon and specializes in nonprofit and municipalities. G & G Municipal Services and
9 Grant Writing is not local and not connected to local issues. CA Ginsburg presented a
10 price sheet from Just Look Left. Legal Counsel Kudlac reminded councilors need three
11 proposals.

12 Councilor Kessler moved to authorize staff to make an RFP to get proposals from grant
13 services with Councilor Burns as second. **Motion carried 6-0.**

14 Discussion: None.

15 **Councilor LaRoche** Yes **Councilor Pogwizd** Yes **Councilor Burns** Yes
16 **Councilor Kessler** Yes **Councilor Tidey** Yes **Councilor Garratt** Yes

- 17
18 **e. Short Term Vacation Rentals – Attorney Contract:** Mayor Cox introduced Dan
19 Kearns, land use lawyer and city attorney for Hood River. In the past ten years, Mr.
20 Kearns has gained experience in regulating short term rentals in a number of cities and
21 recently counties. Mr. Kearns can provide a process and recommendations on how to
22 proceed with the short-term rental topics such as affordable housing and nuisances. Most
23 communities take approximately two years to get through the process. Mr. Kearns’s fees
24 are outlined. CA Ginsburg advised that renewal letters for established short term rentals
25 have been sent out and outlined changes being pursued. Without the existing short-term
26 rentals there will be no TLT. Timeline compliance to new regulations was discussed.

27
28 Attorney Kearns suggested through his communications with CA Ginsburg and CA
29 Ginsburg’s communication with Planning Commissioners, his time and involvement can
30 be controlled, thus cost is controlled. He suggested keeping the moratorium in place.
31 Mayor Cox suggested a contract with a monetary limit included, which can be amended
32 in time. Approved by Legal Counsel Kudlac.

33 Councilor Burns moved to direct staff to write a contract with Mr. Kearns and bring it to
34 the next meeting with Councilor Kessler as second. **Motion carried 6-0.**

35 Discussion: Monetary limit was discussed. Councilor goals are discussed. The budget has
36 to be passed prior to contract. A workshop is needed and to be scheduled after the budget
37 is passed. Legal Counsel Kudlac suggested a fiscal impact review be done if STR are
38 excluded from residential zones.

39 **Councilor LaRoche** Yes **Councilor Pogwizd** Yes **Councilor Burns** Yes
40 **Councilor Kessler** Yes **Councilor Tidey** Yes **Councilor Garratt** Yes

41 42 **8. New Business**

- 43 **a. Liquor License-Crazy Norwegian:** Councilor Burns moved to approve the liquor
44 license request for the Crazy Norwegian with Councilor Tidey as second. **Motion carried**
45 **6-0.**

46 Discussion: None.

4 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
 5 *Councilor Kessler* Yes *Councilor Tidey* Yes *Councilor Garratt* Yes

6
7
8 **b. Liquor License – Mr. Ed’s Espresso Juice and Underground Pub:** Councilor Burns
9 moved to approve the liquor license request by Mr. Ed’s Espresso Juice and Underground
10 Pub with Councilor Kessler as second. *Motion carried 6-0.*

11 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
12 *Councilor Kessler* Yes *Councilor Tidey* Yes *Councilor Garratt* Yes

13
14 **c. Liquor License – Redfish:** Councilor Burns moved to approve the liquor license request
15 by Refish with Councilor Tidey as second. *Motion carried 6-0.*

16 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
17 *Councilor Kessler* Yes *Councilor Tidey* Yes *Councilor Garratt* Yes

18
19 **d. Liquor License – Port Orford Circle K:** Councilor Burns moved to approve the liquor
20 license request with Councilor Tidey as second. *Motion carried 6-0.*

21 Discussion: The store has changed hands and needs renewal.

22 *Councilor LaRoche* Yes *Councilor Pogwizd* Yes *Councilor Burns* Yes
23 *Councilor Kessler* Yes *Councilor Tidey* Yes *Councilor Garratt* Yes

24
25 **e. Right of Way – Nancy Windholz:** Councilor Pogwizd moved to approve the right of
26 way request by Nancy Windholz with Councilor Burns as second. *Motion carried 6-0.*

27 Discussion: CA Ginsburg reported Ms. Windholz needs an access road to start working
28 on her property, which will cross the right of way.

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

31
32 **f. Homeless Camp Discussion:** Port Orford has a year to comply with state requirement to
33 designate a location for a homeless camp. Councilor Burns shared information on
34 transitional housing.

35
36 Chief Hobart is in attendance. He reported concern with the State of Oregon’s unfunded
37 homeless camp mandate. Transient crimes are currently occurring in Port Orford by
38 people not known to locals. He feels transitional housing might not be for Port Orford
39 since it requires 24-hour law enforcement coverage. Port Orford is not prepared for
40 transitional housing. The new law does not address small communities that do not have
41 24-hour security. He suggested security guards can solve some problems; however, they
42 will require law enforcement call-out.

43
44 When addressing a location for a homeless camp, community protection has to be
45 considered. Councilor Pogwizd reminded councilors Port Orford has no money for this
46 project or camps. Cities with a big revenue still have uncontrolled homeless

4 communities. Help is currently available at outreach programs. If Port Orford is the first
5 to establish a camp, this could invite transients that do not want help.

6
7 Councilor LaRoche moved to continue the meeting with Councilor Kessler as second. **Motion**
8 **carried 6-0.**

9 **Councilor LaRoche** Yes **Councilor Pogwizd** Yes **Councilor Burns** Yes
10 **Councilor Kessler** Yes **Councilor Tidey** Yes **Councilor Garratt** Yes

11
12 **Homeless Camp Discussion continued:** Councilor Garratt agrees with the issues Chief
13 Hobart presented. He reported that large cities are putting these homeless camps in the
14 industrial areas to remove them from retail and residential. He reported on the trash and
15 lack of sanitation apparent at these camps. These camps are a fire hazard as well. He is
16 concerned for the safety and health of Port Orford citizens. He suggested the council
17 claim this is dangerous and unsanitary and not to be put onto the citizens. Chief Hobart
18 confirmed over 50 percent of the crimes they are dealing with currently are related to
19 transients.

20
21 **g. Audit Approval:** Councilor Burns moved to approve the audit findings for the fiscal year
22 2020-2021 with Councilor Kessler as second. **Motion carried 6-0.**

23 Discussion: None.

24 **Councilor LaRoche** Yes **Councilor Pogwizd** Yes **Councilor Burns** Yes
25 **Councilor Kessler** Yes **Councilor Tidey** Yes **Councilor Garratt** Yes

26
27 **h. Right of Way, 215 5th Street:** Requesting for installation of a temporary water spigot to
28 begin construction. The applicant is present. They are asking for a temporary spigot
29 currently since it has to go under the main waterline. Coos-Curry needs to go in first.
30 Councilor Tidey moved to approve the right of way request for 215 5th Street with
31 Councilor Kessler as second. **Motion carried 6-0.**

32 Discussion: There is an existing water meter. The meter is on city property and the
33 spigot goes next to the meter. This predates the moratorium. Temporary is not defined,
34 but as soon as the main water line is installed it will be removed.

35 **Councilor LaRoche** Yes **Councilor Pogwizd** Yes **Councilor Burns** Yes
36 **Councilor Kessler** Yes **Councilor Tidey** Yes **Councilor Garratt** Yes

37
38 **9. Continuing Action Items:**

- 39 • Seasonal gas tax: Tabled to November due to high fuel costs.
40 • Text my Gov
41 • Website update
42 • Data storage
43 • Water Conservation Ordinance
44 • Historic Commission Ordinance Update
45
46

4 **10. Considerations:**

5 **Citizens:**

6 Bret Cecil, local resident, spoke on the homeless situation. The Curry County Homeless
7 Coalition requested money from the county for the homeless situation, which was voted
8 down. Curry County has no current shelter for the homeless. Mr. Cecil understands the
9 legislation to read that as long as a shelter is provided, it prevents the community from
10 having to allow a camp. A simple shower trailer could qualify.

11
12 **Staff:** None.

13
14 **Councilors:** Councilor Pogwizd clarified that he is not against helping the homeless that
15 truly want and need the help. He is not in favor of attracting those that do not want help due
16 to the crime, garbage, lack of sanitation and fire hazard. He agrees with observing how other
17 cities with financial resources handle this prior to taking action.

18
19 Councilor Kessler would like to form a coalition with other communities on the coast to
20 address the homelessness.

21
22 Councilor LaRoche reported on a church that provided shelter and food for homelessness, but
23 they were not able to find citizens to assist.

24
25 Councilor Garratt is concerned with the length of the meetings and suggested an alternative
26 rather than extension.

27
28 **Mayor:** Reminded councilors following state guidelines on homelessness is a business
29 decision.

30
31 **10. Future Meetings**

32 **Thursday, June 16, 2022, Regular Council Meeting 5:30, hybrid.**

33
34 **11. Adjourn:** There being no further business, Mayor Cox Adjourned the meeting at 8:01 p.m.

35
36
37
38 Attest:

39
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43 _____
44 Mayor, Pat Cox

45 _____
City Recorder, Jessica Ginsburg

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Water Plant: Op's - NO Run Days 4

Raw water into plant 5,317,000 Treated water 3,922.000 Backwash water used 139,000 Leaks 75K

Hubbard's / Reservoir Dredging / Dam leakage

1. Dredging waiting quote and permitting.
2. **Update** Billiter marine has received materials, I be meeting Jeff next week.

Water Treatment plant, Finished Water Pump Replacement

1. Finished water pump #1 has been ordered, install and electrical upgrade will start when received.
2. **Pending:** Multiple issues with communication / controls with plant (TAG) Will most likely have to go to cellular or internet for a reliable signal.

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

1. **Coast guard hill pump station update,** Pump-Tech made a site visit and quote is attached. Rom-tech hasn't responded. We'll discuss further at meeting.

Hubbard's Reservoir R&M.

1. Looking into silt boom in order to allow water production during storm events.

Water distribution leaks repaired

1. 15th St. 2" off a 6" main.
2. Salty Dog, 1" service line

New Services:

- N/A

Meter Swop out'

- No meter swaps

Waste Water plant: Op's:

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

- Primary Clarifier is down; gear box is getting rebuilt by Koontz Machine
- Clarifier needs sand blasting and coating prior to putting it back into operation. See quote attached.
- VFD controls for Raz / Waz pumps fried, current one is obsolete.
- UV disinfection is becoming Obsolete, did receive bulbs and ballast but that all that is available. Controls, photocells and probes are no longer supported.
- 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

Streets Maintenance:

- Started mowing and trimming
- Fire Hydrant Main maintenance on going.
- Filled several potholes, cold patch received we'll continue with repairs as time allows
- Responded after hours to remove a large blown tree Jefferson
- Trimmed brush back on several intersections in the city
- Cleaned gutters and removed debris

Parks

- Battle Rocks, Pending quotes for repairs (roof / rotten wood)
- Interpretive trail, wooden decking and railings are failing (rotten). Made temp repairs, looking for a contractor to R&R on platform/walkway.
- Pick up and disposal of trash and debris in parks.
- Started mowing and trimming of parks.

PW Works Equipment PM

- Rebuilt JD mower deck and replaced belts/blades
- Run and Pm generators monthly
- Oil changes on work trucks
- Replaced high pressure line on Vac-Con truck



Established 1906

PHONE: 541-267-7063
FAX: 541-267-7065
600 N FRONT STREET
COOS BAY, OREGON 97420
EMAIL: bruce@koontzmachine.com
koby@koontzmachine.com
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KOONTZ MACHINE and WELDING INC.

Machinists • Welding • Metalizing • Marine Repair & Dry Dock • Propeller Sales & Service • Logging Equipment Repairs

May 24, 2022

John Isadore, PW Superintendent.
City of Port Orford
PO Box 310
Port Orford, OR 97465

jisadore@portorford.org

ESTIMATE

Blast and paint steel structure inside clarifier tank.

Labor and materials \$28,000.00

Thank you for the opportunity to give you an estimate.

Koby Greene

Koby Greene
Shop Foreman

GRUNDFOS CBS Inc.
902 Koomey Road
US-TX 77423
Telephone: 281-994-2700
www.grundfos.us

1/3/2022

SUBJECT: PumpTech REPRESENTATION IN OREGON, WASHINGTON, IDAHO

Grundfos is pleased to announce that PumpTech is our exclusive source for sales and service of all **Paco, Yeoman's, Chicago, Morris and Grundfos products** in the States of Washington, Oregon and Idaho for the Water Utility Market.

PumpTech is our factory authorized Water Utility distributor of Paco, Yeoman's, Chicago, Morris and Grundfos Water & Wastewater pumps and replacement parts in this area. Please be advised that any quotation you may receive for these pumps or replacement parts from a source other than PumpTech will have been issued without Grundfos Corp's permission or consent, and any orders resulting from such offers will be referred by Grundfos.

Thank you for your continued use of Paco, Yeoman's, Chicago, Morris and Grundfos Products. We value you as our customer. Should there be anything with which we can assist you with please feel free to contact me at my number below.

Regards,

Grundfos CBS Inc.
Stan Coon
Regional Sales Manager- Western Region
Water Utilities Team
Telephone 1-801-309-9144

be think innovate

GRUNDFOS 



PumpTech, LLC
 321 S. Sequoia Parkway
 Canby, OR 97013
 Phone: 503-659-6230
 Fax: 503-659-8718
 rsmith@pumptechnw.com

Sales Quotation

Customer#: 0175906

TO:
 John Isadore
 Port Orford, City of
 PO Box 310
 Port Orford, OR 97465

Salesperson: Robert Smith / Jeff Weekly
 Lead Time: 10 - 12 Weeks ARO
 FOB: FOB ORIGIN - FFA
 Ship Via: BEST WAY

Quote #: 0166508-A
 Date: 3/17/2022
 Expires: 6/24/2022

Project Name: Coast Guard Hill Replacement Booster

Item		Price	Qty	Extend
Hydro MPC EC 3CR64-3-2	Grundfos Model HYDRO MPC EC 100kA SCCR 3CR64-3-2 3x460V 60Hz Pressure booster system supplied as compact packaged assembly certified and listed by UL (Category QCZJ - Packaged Pumping Systems) for conformance to U.S. and Canadian Standards. All pumps are speed-controlled. - Hydro MPC-E maintains constant pressure through continuous adjustment of the speed of the pumps. - The system performance is adapted to the demand through cutting in/out the required number of pumps and through parallel control of the pumps in operation. - All pumps in operation will run at equal speed.	90,920.00	1.00	90,920.00
399635	Well-X-Trol WX251, 62 Gal, 150 PSI Hydro Pnaumatic Tank	1,120.00	1.00	1,120.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

SubTotal 92,040.00

The above order is subject to PumpTech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

Sales Tax: 0.00

Total: 92,040.00



STANDARD TERMS AND CONDITIONS

FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgment by PUMPTTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, LLC communicates to Purchaser via PUMPTTECH, LLC's acknowledgement, in writing. PUMPTTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, LLC, PUMPTTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(i), Purchaser shall pay PUMPTTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as set forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH, LLC's option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Administration Report

ITEM NO: 7b.

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 \$14,540

Utility Clerk Position has been filled. Please Welcome Keely 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- In speaking with Monica we should be able to begin to apply for the grants in late July to mid-August. The applications have not been released yet. However, Monica was able to share with us a very similar one so that we can begin to gather the data needed.

Building Inspector/Building Code- Updated Building code for Abatement and Nuisance and Dangerous Housing is in the Agenda. We are adopting the code that was written by the Curry County Building Inspector Garrett Thomson.

Citation Clean up- When this project started the balance outstanding was \$837,217.86 thru 09/28/2021. As of June 10th the balance due is \$721,746.75 thru 09/28/2021 also. Therefore, we have collected **\$115,471.11** in past due Citations. We will be re-running this report at the end of every fiscal year and continue collection processes.

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. We had our first meeting for the new Emergency Response Committee June 7th. We will be approving committee appointments in this meeting.

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 contract is in the Agenda to be reviewed and approved for the Forest Management Plan under item 8d.

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. Currently we are looking for a framer in order to pitch both City Hall's roof and the Wastewater Plant roof. 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. As you have noticed also the work has begun on the outside of City Hall. It is amazing that dirt looks better! I cannot wait to see what Port Orford Main street has in store for City Hall. Thank you all so much!

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.

Annual City Business Licenses- Business license renewal letters have been sent out for the upcoming year. We have also sent out letters to newer businesses and reminding them they need to apply for business licenses.

Abatement of Buildings- Since we are adopting the new building code that Curry County has adopted we are also starting to work on cleaning up the City of Port Orford. We have our 1st property that was notified to clean it up and if it was not cleaned up by a certain day then we (The City) would be doing it at the owners expense. The address is 2480 Arizona Street. The owners were given till June 9th to clean it up. It has not been

done. Public Works is going to make sure that the water and sewer are capped off. I have a company that I have been in contact with about removing the asbestos. Waiting on a quote from them. I have also sent out some abatement orders to residents to clean up their properties that are currently being lived on. I have been in communication with them and I expressed to them that as long as we see progress of the property being cleaned and have communication then no action would be taken.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Finance

ITEM NO: 7 c.

Attached are the financials thru June 10, 2022. As you will see we are still waiting on information from the County on the breakout for the Police tax option.

We are still looking for an accountant however, we did just receive an application but have not had a chance to interview as of June 10th.

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: 06/30/2022

	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	165,828.21	9,250.79
010-00-41110	Property Taxes Current	312,665.00	312,665.00	0.00	563,766.63	-251,101.63
010-00-41120	Property Taxes-Prior	10,000.00	10,000.00	0.00	6,476.37	3,523.63
010-00-41160	Local Marijuana Tax	3,000.00	3,000.00	0.00	2,792.76	207.24
010-00-41210	State Cigarette Tax	1,271.00	1,271.00	0.00	802.09	468.91
010-00-41220	State Liquor Tax	22,500.00	22,500.00	0.00	18,312.00	4,188.00
010-00-41310	State Revenue Sharing	12,653.00	12,653.00	0.00	12,123.25	529.75
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	2,450.10	-450.10
010-00-42110	LSN - Franchise Fees	4,000.00	4,000.00	0.00	7,150.25	-3,150.25
010-00-42111	Charter Franchise Fees	14,040.00	14,040.00	0.00	7,420.23	6,619.77
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	485.00	18,940.00	-12,440.00
010-00-44214	Court Administrative Fees	3,400.00	3,400.00	20.00	2,535.00	865.00
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	91.00	4,709.39	-1,709.39
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	5,432.50	185,318.81	93,116.19
010-00-45730	Circuit Court Collection	3,500.00	3,500.00	397.50	4,437.45	-937.45
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	0.00	12,646.36	-10,646.36
	Revenue Total:	929,383.00	929,383.00	6,426.00	1,152,524.85	-223,141.85
Expense						
010-10-51200	Administrator/Manager	31,372.00	31,372.00	850.00	22,306.50	9,065.50
010-10-51350	Accounting Assistant	16,091.00	16,091.00	677.99	11,537.41	4,553.59
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	105.31	3,194.45	2,550.55
010-10-52020	PERS Retirement	17,998.00	17,998.00	398.22	5,448.91	12,549.09
010-10-52030	Worker's Comp./Disability Ins.	405.00	405.00	0.61	250.90	154.10
010-10-52040	Health, Dental, Life Ins.	27,850.00	27,850.00	640.26	15,224.23	12,625.77
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	687.48	3,738.14	-138.14
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	166.09	8,857.62	1,568.38
010-20-51350	Clerical	3,618.00	3,618.00	132.41	2,301.58	1,316.42
010-20-52010	Social Security	1,263.00	1,263.00	21.07	785.19	477.81
010-20-52020	PERS Retirement	4,067.00	4,067.00	77.80	2,600.47	1,466.53
010-20-52030	Worker's Comp./Disability Ins.	14.00	14.00	0.15	4.86	9.14
010-20-52040	Health, Dental, Life Ins.	5,864.00	5,864.00	88.65	4,372.41	1,491.59
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	0.00	3,300.00	300.00
010-20-62210	Telephone	400.00	400.00	0.00	292.14	107.86
010-20-62230	Postage	1,000.00	1,000.00	0.00	1,032.57	-32.57
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: 06/30/2022

	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	2,658.05	2,341.95
010-20-63210	LEMIA	0.00	0.00	0.00	-4.00	4.00
010-20-63220	State Assessment	59,750.00	59,750.00	-1,865.00	23,822.00	35,928.00
010-20-63221	State Court Facilities Acct.	0.00	0.00	0.00	-10.00	10.00
010-20-63230	County Assessments	19,120.00	19,120.00	-592.00	6,181.50	12,938.50
010-30-51200	Administrator/Manager	8,200.00	8,200.00	283.33	5,998.15	2,201.85
010-30-51520	Police Chief	3,910.00	3,910.00	141.93	3,188.85	721.15
010-30-52010	Social Security	1,050.00	1,050.00	31.49	679.87	370.13
010-30-52020	PERS Retirement	3,050.00	3,050.00	111.39	1,564.02	1,485.98
010-30-52030	Worker's Comp./Disability Ins.	204.00	204.00	0.15	3.27	200.73
010-30-52040	Health, Dental, Life Ins.	2,350.00	2,350.00	78.48	1,735.21	614.79
010-30-61210	Office & Operating Supplies	0.00	0.00	0.00	19.50	-19.50
010-50-51301	Planning Assistant	5,463.00	5,463.00	286.51	4,906.73	556.27
010-50-52010	Social Security	405.00	405.00	21.09	363.14	41.86
010-50-52020	PERS Retirement	1,710.00	1,710.00	74.67	1,420.90	289.10
010-50-52030	Worker's Comp./Disability Ins.	10.00	10.00	0.10	1.73	8.27
010-50-52040	Health, Dental, Life Ins.	1,637.00	1,637.00	62.11	1,038.78	598.22
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	21,340.45	-6,340.45
010-50-62160	Professional Services	300.00	300.00	0.00	1,150.77	-850.77
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	34.47	8,287.21	712.79
010-60-61220	Office Equip. Leases	1,725.00	1,725.00	0.00	1,566.62	158.38
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	0.00	5,659.65	-1,659.65
010-60-62110	Auditing & Accounting	11,000.00	11,000.00	0.00	25,188.38	-14,188.38
010-60-62140	Computer Services	500.00	500.00	0.00	2,996.19	-2,496.19
010-60-62160	Professional Services	1,500.00	1,500.00	0.00	2,627.50	-1,127.50
010-60-62175	Legal Services	14,400.00	14,400.00	0.00	15,172.00	-772.00
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	30,900.00	0.00
010-60-62220	Internet Access	1,200.00	1,200.00	0.00	1,230.25	-30.25
010-60-62230	Postage	700.00	700.00	0.00	1,627.82	-927.82
010-60-62343	Travel & Training / Meetings	6,000.00	6,000.00	0.00	487.01	5,512.99
010-60-62410	Advertising	800.00	800.00	0.00	108.00	692.00
010-60-62610	Insurance & Bonds	18,348.00	18,348.00	0.00	10,060.76	8,287.24
010-60-62740	Electricity	13,500.00	13,500.00	0.00	9,918.59	3,581.41
010-60-62805	R & M City Hall	20,000.00	20,000.00	0.00	13,967.18	6,032.82
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	1,148.66	3,851.34
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	0.00	2,677.63	229.37
010-60-62935	Custodial Supplies	500.00	500.00	0.00	394.56	105.44
010-60-62936	Miscellaneous	2,000.00	2,000.00	0.00	980.17	1,019.83
010-60-91100	Transfer In/Out	0.00	0.00	0.00	165,828.21	-165,828.21
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	19,166.74	230,000.00	0.00
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	21,681.50	751,063.74	178,319.26
	Fund: 010 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-15,255.50	401,461.11	

Income Statement

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 014 - PARKS FUND						
Revenue						
014-00-40100	Prior Year Fund Balance	95,966.00	95,966.00	0.00	152,903.62	-56,937.62
014-00-41410	Transient Lodging Tax	100,000.00	100,000.00	0.00	129,692.67	-29,692.67
014-00-42010	Interest on Investments	500.00	500.00	0.00	788.82	-288.82
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	375.00	2,125.00
014-00-44430	Visitor Center Rental	600.00	600.00	0.00	240.00	360.00
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
014-00-46210	Miscellaneous Receipts	100.00	100.00	0.00	0.00	100.00
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	0.00	1,976.43	18,023.57
	Revenue Total:	260,516.00	260,516.00	0.00	311,791.36	-51,275.36
Expense						
014-00-51505	PW Superintendent	4,920.00	4,920.00	412.38	9,087.11	-4,167.11
014-00-51600	WWTP Operator	203.00	203.00	72.00	1,056.04	-853.04
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	210.14	4,277.75	482.25
014-00-51801	Utility Worker #3	2,932.00	2,932.00	110.09	2,430.64	501.36
014-00-51810	Maintenance Worker #2	5,523.00	5,523.00	260.64	5,112.31	410.69
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	78.44	1,913.04	-9.04
014-00-52020	PERS Retirement	4,203.00	4,203.00	277.60	5,515.57	-1,312.57
014-00-52030	Worker's Comp./Disability Ins.	3,076.00	3,076.00	0.40	1,624.17	1,451.83
014-00-52040	Health, Dental, Life Ins.	11,569.00	11,569.00	283.82	5,886.83	5,682.17
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	1,971.55	28.45
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	0.00	2,341.63	-1,441.63
014-00-62160	Professional Services	700.00	700.00	0.00	372.02	327.98
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	0.00	290.84	84.16
014-00-62220	Internet Access	800.00	800.00	0.00	1,295.98	-495.98
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	0.00	3,307.68	-457.68
014-00-62744	Electricity-Legion Hall	1,500.00	1,500.00	0.00	351.57	1,148.43
014-00-62745	Electricity-Community Bldg	700.00	700.00	0.00	187.06	512.94
014-00-62812	R & M - Battle Rock	2,000.00	2,000.00	0.00	2,575.66	-575.66
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	211.79	788.21
014-00-62817	R & M Visitor Center	2,000.00	2,000.00	0.00	701.91	1,298.09
014-00-62825	R & M - Buffington	4,875.00	4,875.00	83.79	1,410.01	3,464.99
014-00-62827	R & M - American Legion	1,000.00	1,000.00	0.00	1,076.47	-76.47
014-00-62829	R & M - 12th St. Boat Ramp	1,500.00	1,500.00	0.00	437.43	1,062.57
014-00-62835	Small Tools & Minor Equipment	1,500.00	1,500.00	0.00	1,124.82	375.18
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	327.20	1,172.80

Income Statement

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
014-00-62842	Parks Committee Projects	9,663.00	9,663.00	0.00	6,905.00	2,758.00
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	0.00	14,816.59	877.41
014-00-62935	Custodial Supplies	0.00	0.00	-83.79	0.00	0.00
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	0.00	3,575.28	26,424.72
014-00-91100	Transfer In/Out	0.00	0.00	0.00	152,903.62	-152,903.62
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	1,705.51	239,417.72	20,998.28
	Fund: 014 - PARKS FUND Surplus (Deficit):	100.00	100.00	-1,705.51	72,373.64	
Fund: 020 - PUBLIC SAFETY						
Revenue						
020-00-40100	Prior Year Fund Balance	101,296.00	101,296.00	0.00	73,490.48	27,805.52
020-00-41120	Property Taxes-Prior	8,000.00	8,000.00	0.00	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	-509.41	1,509.41
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	15.00	445.00	-195.00
020-00-45150	Insurance/Reimbursement	100.00	100.00	0.00	120.00	-20.00
020-00-46110	Transfer From General Fund	230,000.00	230,000.00	19,166.74	230,000.00	0.00
020-00-46210	Miscellaneous Receipts	0.00	0.00	0.00	348.94	-348.94
020-00-46886	Donations	0.00	0.00	0.00	500.00	-500.00
	Revenue Total:	588,755.00	588,755.00	19,181.74	310,145.11	278,609.89
Expense						
020-00-51100	Overtime	8,000.00	8,000.00	438.89	13,711.87	-5,711.87
020-00-51120	On Call Pay	6,240.00	6,240.00	420.00	8,895.75	-2,655.75
020-00-51520	Police Chief	67,288.00	67,288.00	2,866.88	64,332.75	2,955.25
020-00-51740	Police Sergeant	0.00	0.00	2,287.20	35,165.71	-35,165.71
020-00-51755	Police Officer #2	51,671.00	51,671.00	2,503.00	49,771.68	1,899.32
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	2,342.70	51,249.66	1,951.34
020-00-51850	Police Officer #4	0.00	0.00	1,042.53	20,942.54	-20,942.54
020-00-52010	Social Security	19,030.00	19,030.00	891.01	19,225.07	-195.07
020-00-52020	PERS Retirement	72,715.00	72,715.00	3,465.53	75,442.04	-2,727.04
020-00-52030	Worker's Comp./Disability Ins.	12,571.00	12,571.00	4.24	6,437.22	6,133.78
020-00-52040	Health, Dental, Life Ins.	51,662.00	51,662.00	1,819.10	44,393.25	7,268.75
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	55.01	1,980.04	19.96
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	0.00	12,750.29	-750.29
020-00-62110	Auditing & Accounting	2,100.00	2,100.00	0.00	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	0.00	4,362.33	1,137.67
020-00-62230	Postage	300.00	300.00	0.00	295.58	4.42
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	822.95	1,177.05
020-00-62840	Vehicles & Equipment Maint.	5,000.00	5,000.00	0.00	4,738.61	261.39
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	0.00	6,132.00	768.00

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
020-00-63216 King's Online	900.00	900.00	0.00	638.40	261.60
020-00-63223 Lexipol	1,750.00	1,750.00	0.00	2,224.00	-474.00
020-00-74020 Police Cruisers	70,000.00	70,000.00	0.00	48,969.17	21,030.83
020-00-91100 Transfer In/Out	0.00	0.00	0.00	73,490.48	-73,490.48
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	18,136.09	552,013.71	36,541.29
Fund: 020 - PUBLIC SAFETY Surplus (Deficit):	200.00	200.00	1,045.65	-241,868.60	
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	531.71	468.29
030-00-43438 Hubbards Creek Watershed Grant	0.00	0.00	0.00	1,429.00	-1,429.00
030-00-43440 ARAP Grant	256,000.00	256,000.00	0.00	0.00	256,000.00
030-00-44109 Desingnated for Reserves	63,266.00	63,266.00	1.16	60,984.49	2,281.51
030-00-44110 Water Usage	416,580.00	416,580.00	8.91	365,344.69	51,235.31
030-00-44111 Door Hanger Fees	2,200.00	2,200.00	0.00	1,325.00	875.00
030-00-44112 Past Due Fees	13,000.00	13,000.00	0.00	10,965.00	2,035.00
030-00-44113 Contractor Water Usage	300.00	300.00	0.00	66.13	233.87
030-00-44114 Reconnect Fee	1,000.00	1,000.00	0.00	1,972.49	-972.49
030-00-44116 Curtailment Fees	0.00	0.00	0.00	1,887.93	-1,887.93
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	-50.00	2,050.00
030-00-46210 Miscellaneous Receipts	500.00	500.00	-104.00	148.36	351.64
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	1,120.00	-120.00
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	-43.93	452,215.07	622,926.93
Expense					
030-00-51100 Overtime	8,000.00	8,000.00	681.60	18,524.85	-10,524.85
030-00-51120 On Call Pay	0.00	0.00	303.00	3,678.00	-3,678.00
030-00-51210 City Administrator	19,550.00	19,550.00	680.00	14,395.60	5,154.40
030-00-51300 Office Clerk	17,870.00	17,870.00	338.55	16,634.66	1,235.34
030-00-51350 Accounting Assistant	6,425.00	6,425.00	259.22	4,387.10	2,037.90
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	1,561.14	34,400.87	28,722.13
030-00-51600 WWTP Operator	1,502.00	1,502.00	48.00	704.00	798.00
030-00-51800 Maintenance Worker #1	21,801.00	21,801.00	1,050.72	21,389.01	411.99
030-00-51801 Utility Worker #3	34,055.00	34,055.00	1,431.14	31,597.72	2,457.28
030-00-51810 Maintenance Worker #2	14,962.00	14,962.00	695.04	13,632.71	1,329.29
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	518.94	12,068.58	3,260.42
030-00-52020 PERS Retirement	51,178.00	51,178.00	1,836.84	38,551.33	12,626.67
030-00-52030 Worker's Comp./Disability Ins.	9,262.00	9,262.00	2.72	4,704.01	4,557.99
030-00-52040 Health, Dental, Life Ins.	56,883.00	56,883.00	1,760.56	44,573.30	12,309.70
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	0.00	1,623.01	1,376.99
030-00-61212 Water Purification Supplies	15,000.00	15,000.00	0.00	9,815.51	5,184.49
030-00-61220 Office Equip. Leases	1,129.00	1,129.00	0.00	1,129.32	-0.32
030-00-61230 Software Maintenance	3,189.00	3,189.00	0.00	3,671.82	-482.82
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	3,168.76	831.24
030-00-62100 Bank Charges	3,500.00	3,500.00	574.98	4,455.15	-955.15
030-00-62110 Auditing & Accounting	7,300.00	7,300.00	0.00	18,751.61	-11,451.61
030-00-62121 Engineering	500.00	500.00	0.00	11,487.25	-10,987.25
030-00-62160 Contract Services	7,800.00	7,800.00	1,440.00	7,440.00	360.00
030-00-62210 Telephone	7,100.00	7,100.00	265.02	5,932.55	1,167.45

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
030-00-62220	Internet Access	720.00	720.00	89.99	529.93	190.07
030-00-62230	Postage	2,180.00	2,180.00	0.00	2,820.32	-640.32
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	0.00	26,085.40	8,914.60
030-00-62811	Repairs/Maint-WTP	10,000.00	10,000.00	0.00	22,996.61	-12,996.61
030-00-62816	Repairs & Maintenance Pump St	15,000.00	15,000.00	0.00	21,207.60	-6,207.60
030-00-62830	Repairs & Maint.-Water Lines	16,000.00	16,000.00	0.00	754.50	15,245.50
030-00-62835	Small Tools & Minor Equipment	5,000.00	5,000.00	0.00	715.59	4,284.41
030-00-62840	Vehicles & Equipment Maint.	10,000.00	10,000.00	0.00	3,327.36	6,672.64
030-00-62844	Meter Repairs	10,000.00	10,000.00	0.00	6,066.22	3,933.78
030-00-62845	Repairs/Maint.(Test Equipment)	0.00	0.00	0.00	2,758.13	-2,758.13
030-00-62912	Dues & OR Statutes	1,000.00	1,000.00	0.00	528.60	471.40
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	0.00	5,010.42	-10.42
030-00-63010	Hubbards Creek Watershed Grant	0.00	0.00	0.00	1,429.90	-1,429.90
030-00-63110	Bad Debt Expense	0.00	0.00	0.00	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	0.00	12.99	-12.99
030-00-73033	Coast Guard Hill System	0.00	0.00	0.00	5,504.08	-5,504.08
030-00-73034	Equipment Replacement	0.00	0.00	0.00	3,019.46	-3,019.46
030-00-73035	WTP-Improvements	0.00	0.00	0.00	3,265.55	-3,265.55
030-00-73038	Hubbard Creek Impoundment	0.00	0.00	0.00	4,429.00	-4,429.00
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	13,537.46	441,797.45	633,344.55
	Fund: 030 - WATER ENTERPRISE FUND Surplus (Deficit):	0.00	0.00	-13,581.39	10,417.62	
Fund: 031 - WATER CAPITAL RESERVES						
Revenue						
031-00-40100	Prior Year Fund Balance	30,338.00	30,338.00	0.00	30,364.61	-26.61
031-00-42010	Interest on Investments	400.00	400.00	0.00	131.55	268.45
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	30,496.16	52,911.84
Expense						
031-00-91100	Transfer In/Out	0.00	0.00	0.00	30,364.61	-30,364.61
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	30,364.61	53,043.39
	Fund: 031 - WATER CAPITAL RESERVES Surplus (Deficit):	0.00	0.00	0.00	131.55	
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	1,226.74	1,273.26
035-00-44115	Designated for Reserves	68,198.00	68,198.00	1.10	68,116.67	81.33
035-00-44120	Sewer Usage	567,186.00	567,186.00	12.97	508,387.76	58,798.24
035-00-44213	Sewer Connection Fees	1,400.00	1,400.00	0.00	4,632.00	-3,232.00
035-00-45500	Restricted Cash-Deposits	2,000.00	2,000.00	50.00	-50.00	2,050.00
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	64.07	582,738.19	739,114.81

Income Statement

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Expense	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
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	736.67	15,595.25	5,542.75
035-00-51300 Office Clerk	17,870.00	17,870.00	338.56	16,634.70	1,235.30
035-00-51350 Accounting Assistant	7,049.00	7,049.00	286.34	4,848.47	2,200.53
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	382.92	8,437.93	-2,043.93
035-00-51600 WWTP Operator	48,102.00	48,102.00	2,280.00	33,439.96	14,662.04
035-00-51800 Maintenance Worker #1	3,598.00	3,598.00	152.84	3,111.18	486.82
035-00-51801 Utility Worker #3	4,877.00	4,877.00	242.20	5,347.40	-470.40
035-00-51810 Maintenance Worker #2	7,731.00	7,731.00	347.52	6,816.36	914.64
035-00-52010 Social Security	10,460.00	10,460.00	346.24	7,310.89	3,149.11
035-00-52020 PERS Retirement	34,828.00	34,828.00	1,242.20	14,966.75	19,861.25
035-00-52030 Worker's Comp./Disability Ins.	4,597.00	4,597.00	1.79	2,434.84	2,162.16
035-00-52040 Health, Dental, Life Ins.	40,003.00	40,003.00	1,665.58	25,456.90	14,546.10
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	1,856.26	1,143.74
035-00-61220 Office Equip. Leases	1,129.00	1,129.00	0.00	1,129.32	-0.32
035-00-61230 Software Maintenance	3,188.00	3,188.00	0.00	3,671.83	-483.83
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	2,926.20	573.80
035-00-62100 Bank Charges	3,500.00	3,500.00	574.98	4,705.15	-1,205.15
035-00-62110 Auditing & Accounting	4,800.00	4,800.00	0.00	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	11,500.00	-3,700.00
035-00-62210 Telephone	3,700.00	3,700.00	112.27	3,014.27	685.73
035-00-62220 Internet Access	1,500.00	1,500.00	69.99	1,281.47	218.53
035-00-62230 Postage	2,600.00	2,600.00	0.00	2,649.28	-49.28
035-00-62343 Travel & Training / Meetings	2,500.00	2,500.00	0.00	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	0.00	24,338.44	8,661.56
035-00-62816 Repairs & Maint-Pump Station	15,600.00	15,600.00	0.00	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	0.00	24,661.76	-4,661.76
035-00-62835 Small Tools & Minor Equipment	2,000.00	2,000.00	0.00	498.28	1,501.72
035-00-62840 Vehicles & Equipment Maint.	2,000.00	2,000.00	0.00	1,253.72	746.28
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	80.00	170.00
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	0.00	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	0.00	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	0.00	25,294.00	1,138.00
035-00-81222 Rev. Bond III Principal	49,081.00	49,081.00	0.00	47,080.00	2,001.00
035-00-82210 Bond Interest	22,484.00	22,484.00	0.00	23,622.00	-1,138.00
035-00-82222 Rev. Bond III Interest	84,171.00	84,171.00	0.00	86,172.00	-2,001.00
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	8,780.10	461,332.00	860,521.00
Fund: 035 - SEWER ENTERPRISE FUND Surplus (Deficit):	0.00	0.00	-8,716.03	121,406.19	

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 036 - SEWER CAPITAL RESERVES						
Revenue						
036-00-40100	Prior Year Fund Balance	201,596.00	201,596.00	0.00	201,618.25	-22.25
036-00-42010	Interest on Investments	2,000.00	2,000.00	0.00	870.34	1,129.66
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	202,488.59	52,870.41
Expense						
036-00-91100	Transfer In/Out	0.00	0.00	0.00	201,618.25	-201,618.25
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	201,618.25	53,740.75
	Fund: 036 - SEWER CAPITAL RESERVES Surplus (Deficit):	0.00	0.00	0.00	870.34	
Fund: 040 - STREET FUND						
Revenue						
040-00-40100	Prior Year Fund Balance	89,795.00	89,795.00	0.00	99,335.65	-9,540.65
040-00-41230	State Highway Tax	85,238.00	85,238.00	0.00	76,432.33	8,805.67
040-00-42010	Interest on Investments	500.00	500.00	0.00	304.44	195.56
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	0.00	251,120.27	-73,187.27
Expense						
040-00-51505	PW Superintendent	1,237.00	1,237.00	589.10	12,981.29	-11,744.29
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	496.70	10,111.12	458.88
040-00-51801	Utility Worker #3	8,767.00	8,767.00	418.33	9,236.18	-469.18
040-00-51810	Maintenance Worker #2	9,539.00	9,539.00	434.40	8,520.39	1,018.61
040-00-52010	Social Security	3,335.00	3,335.00	143.21	3,399.13	-64.13
040-00-52020	PERS Retirement	7,526.00	7,526.00	505.19	10,645.47	-3,119.47
040-00-52030	Worker's Comp./Disability Ins.	2,676.00	2,676.00	0.73	1,415.83	1,260.17
040-00-52040	Health, Dental, Life Ins.	18,641.00	18,641.00	485.88	11,140.90	7,500.10
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	2,816.42	183.58
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	0.00	960.98	539.02
040-00-62820	Repairs/Maintenance-Shop Yard	1,000.00	1,000.00	0.00	2,160.24	-1,160.24
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	3,254.68	1,745.32
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
040-00-91100	Transfer In/Out	0.00	0.00	0.00	99,335.65	-99,335.65
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	3,073.54	259,407.22	-81,674.22
	Fund: 040 - STREET FUND Surplus (Deficit):	200.00	200.00	-3,073.54	-8,286.95	
Fund: 042 - STREETS CAPITAL IMPROVEMENT						
Revenue						
042-00-40100	Prior Year Fund Balance	4,406.00	4,406.00	0.00	4,345.30	60.70
042-00-42010	Interest on Investments	200.00	200.00	0.00	18.79	181.21
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	4,364.09	28,086.91
Expense						
042-00-91100	Transfer In/Out	0.00	0.00	0.00	4,345.30	-4,345.30

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
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	4,345.30	28,105.70
	Fund: 042 - STREETS CAPITAL IMPROVEMENT Surplus (Deficit):	0.00	0.00	0.00	18.79	
Fund: 045 - EQUIPMENT REPLACEMENT FUND						
Revenue						
045-00-40100	Prior Year Fund Balance	93,084.00	93,084.00	0.00	82,333.80	10,750.20
045-00-42010	Interest on Investments	800.00	800.00	0.00	401.76	398.24
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	82,735.56	31,148.44
Expense						
045-00-74020	Service Vehicle	100,000.00	100,000.00	0.00	0.00	100,000.00
045-00-91100	Transfer In/Out	0.00	0.00	0.00	82,333.80	-82,333.80
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	82,333.80	31,550.20
	Fund: 045 - EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	0.00	0.00	0.00	401.76	
Fund: 061 - WATER SYSTEM DEVELOPMENT						
Revenue						
061-00-40100	Prior Year Fund Balance	485,806.00	485,806.00	0.00	494,993.65	-9,187.65
061-00-42010	Interest on Investments	4,000.00	4,000.00	0.00	2,218.65	1,781.35
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	533,596.30	-17,033.30
Expense						
061-00-91100	Transfer In/Out	0.00	0.00	0.00	494,993.65	-494,993.65
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	494,993.65	21,569.35
	Fund: 061 - WATER SYSTEM DEVELOPMENT Surplus (Deficit):	0.00	0.00	0.00	38,602.65	
Fund: 062 - SEWER SYSTEM DEVELOPMENT						
Revenue						
062-00-40100	Prior Year Fund Balance	322,003.00	322,003.00	0.00	327,115.49	-5,112.49
062-00-42010	Interest on Investments	3,000.00	3,000.00	0.00	1,477.27	1,522.73
062-00-44351	SDC Reimbursement Fees	13,503.00	13,503.00	0.00	27,540.00	-14,037.00
062-00-44361	SDC Improvement Fees	1,383.00	1,383.00	0.00	2,820.00	-1,437.00
	Revenue Total:	339,889.00	339,889.00	0.00	358,952.76	-19,063.76
Expense						
062-00-91100	Transfer In/Out	0.00	0.00	0.00	327,115.49	-327,115.49
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	327,115.49	12,773.51
	Fund: 062 - SEWER SYSTEM DEVELOPMENT Surplus (Deficit):	0.00	0.00	0.00	31,837.27	
	Total Surplus (Deficit):	500.00	500.00	-41,286.32	427,365.37	

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 010 - GENERAL FUND					
Revenue	929,383.00	929,383.00	6,426.00	1,152,524.85	-223,141.85
Expense	929,383.00	929,383.00	21,681.50	751,063.74	178,319.26
Fund: 010 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-15,255.50	401,461.11	-401,461.11
Fund: 014 - PARKS FUND					
Revenue	260,516.00	260,516.00	0.00	311,791.36	-51,275.36
Expense	260,416.00	260,416.00	1,705.51	239,417.72	20,998.28
Fund: 014 - PARKS FUND Surplus (Deficit):	100.00	100.00	-1,705.51	72,373.64	-72,273.64
Fund: 020 - PUBLIC SAFETY					
Revenue	588,755.00	588,755.00	19,181.74	310,145.11	278,609.89
Expense	588,555.00	588,555.00	18,136.09	552,013.71	36,541.29
Fund: 020 - PUBLIC SAFETY Surplus (Deficit):	200.00	200.00	1,045.65	-241,868.60	242,068.60
Fund: 030 - WATER ENTERPRISE FUND					
Revenue	1,075,142.00	1,075,142.00	-43.93	452,215.07	622,926.93
Expense	1,075,142.00	1,075,142.00	13,537.46	441,797.45	633,344.55
Fund: 030 - WATER ENTERPRISE FUND Surplus (Deficit):	0.00	0.00	-13,581.39	10,417.62	-10,417.62
Fund: 031 - WATER CAPITAL RESERVES					
Revenue	83,408.00	83,408.00	0.00	30,496.16	52,911.84
Expense	83,408.00	83,408.00	0.00	30,364.61	53,043.39
Fund: 031 - WATER CAPITAL RESERVES Surplus (Deficit):	0.00	0.00	0.00	131.55	-131.55
Fund: 035 - SEWER ENTERPRISE FUND					
Revenue	1,321,853.00	1,321,853.00	64.07	582,738.19	739,114.81
Expense	1,321,853.00	1,321,853.00	8,780.10	461,332.00	860,521.00
Fund: 035 - SEWER ENTERPRISE FUND Surplus (Deficit):	0.00	0.00	-8,716.03	121,406.19	-121,406.19
Fund: 036 - SEWER CAPITAL RESERVES					
Revenue	255,359.00	255,359.00	0.00	202,488.59	52,870.41
Expense	255,359.00	255,359.00	0.00	201,618.25	53,740.75
Fund: 036 - SEWER CAPITAL RESERVES Surplus (Deficit):	0.00	0.00	0.00	870.34	-870.34
Fund: 040 - STREET FUND					
Revenue	177,933.00	177,933.00	0.00	251,120.27	-73,187.27
Expense	177,733.00	177,733.00	3,073.54	259,407.22	-81,674.22
Fund: 040 - STREET FUND Surplus (Deficit):	200.00	200.00	-3,073.54	-8,286.95	8,486.95
Fund: 042 - STREETS CAPITAL IMPROVEMENT					
Revenue	32,451.00	32,451.00	0.00	4,364.09	28,086.91
Expense	32,451.00	32,451.00	0.00	4,345.30	28,105.70
Fund: 042 - STREETS CAPITAL IMPROVEMENT Surplus (Deficit):	0.00	0.00	0.00	18.79	-18.79
Fund: 045 - EQUIPMENT REPLACEMENT FUND					
Revenue	113,884.00	113,884.00	0.00	82,735.56	31,148.44
Expense	113,884.00	113,884.00	0.00	82,333.80	31,550.20
Fund: 045 - EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	0.00	0.00	0.00	401.76	-401.76
Fund: 061 - WATER SYSTEM DEVELOPMENT					
Revenue	516,563.00	516,563.00	0.00	533,596.30	-17,033.30
Expense	516,563.00	516,563.00	0.00	494,993.65	21,569.35
Fund: 061 - WATER SYSTEM DEVELOPMENT Surplus (Deficit):	0.00	0.00	0.00	38,602.65	-38,602.65
Fund: 062 - SEWER SYSTEM DEVELOPMENT					
Revenue	339,889.00	339,889.00	0.00	358,952.76	-19,063.76
Expense	339,889.00	339,889.00	0.00	327,115.49	12,773.51
Fund: 062 - SEWER SYSTEM DEVELOPMENT Surplus (Deficit):	0.00	0.00	0.00	31,837.27	-31,837.27
Total Surplus (Deficit):	500.00	500.00	-41,286.32	427,365.37	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
010 - GENERAL FUND	0.00	0.00	-15,255.50	401,461.11	-401,461.11
014 - PARKS FUND	100.00	100.00	-1,705.51	72,373.64	-72,273.64
020 - PUBLIC SAFETY	200.00	200.00	1,045.65	-241,868.60	242,068.60
030 - WATER ENTERPRISE FU...	0.00	0.00	-13,581.39	10,417.62	-10,417.62
031 - WATER CAPITAL RESERV...	0.00	0.00	0.00	131.55	-131.55
035 - SEWER ENTERPRISE FUND	0.00	0.00	-8,716.03	121,406.19	-121,406.19
036 - SEWER CAPITAL RESERV...	0.00	0.00	0.00	870.34	-870.34
040 - STREET FUND	200.00	200.00	-3,073.54	-8,286.95	8,486.95
042 - STREETS CAPITAL IMPRO...	0.00	0.00	0.00	18.79	-18.79
045 - EQUIPMENT REPLACEM...	0.00	0.00	0.00	401.76	-401.76
061 - WATER SYSTEM DEVELO...	0.00	0.00	0.00	38,602.65	-38,602.65
062 - SEWER SYSTEM DEVELO...	0.00	0.00	0.00	31,837.27	-31,837.27
Total Surplus (Deficit):	500.00	500.00	-41,286.32	427,365.37	

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Planning

ITEM NO: 7 d.

The Planning Commission had their meeting on June 7th. We discussed PDU's (Planned Development Units), ADU's (Assosocry Dwelings Units), Definitions and short term rentals I have attached the back up for those three items that were on the Agenda. The discussin about Short Term rentals will be discussed on Agenda items 8c.

One of the items that was brought up was SDC charges. The planning commission did not agree with having property owners pay 2 SDC fees if 2 dwelling units are on the same property. I explained to them that in the code for Public works it states that you have to pay for 1 SDC per dwelling unit. I also explained that this was not part of the Planning commission code. I was asked how to bring it to Council's attention and it was explained how too. Both John and I have discussed this extensivley and we are both one the same page that the way it is written in the code is the best way for the current infustructure that we have. If this is something that council would like to discuss we can discuss it.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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**Proposed Definitions Pertinent to Housing Types
Planning Commission Meeting – June 7, 2022**

Here are definitions that provide a basis for uses to be considered for incorporation into the PortOrford 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.

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."

"Cottage Cluster residential" means a development technique wherein house sites or structures are grouped closer together with the remainder of the tract left in its 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 in condominium ownership or other. Cottage Cluster Development is processed through Chapter 17.28 Planned Unit Development.

"Condominium" means property development submitted under the provisions of ORS are submitted under ORS Chapter 100, processed in Port Orford through Chapter 16, and Section 17.28 Planned Unit Development.

"Dwelling unit, single-family" means a detached building or portion thereof, constructed on or off site containing one dwelling unit an independent living facility

for one or more persons with provisions for living, sleeping, eating cooking and sanitation.

"Dwelling, two-family" means a building designed for occupancy by two families, living separately, including duplex and semi-detached dwellings. ~~A two family dwelling may also be referenced as a duplex.~~ **containing two independent living facilities with permanent provisions for living, sleeping, eating cooking and sanitation.**

"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 dwelling" means a residential trailer, mobile home or manufactured home.

"Manufactured dwelling park" means any place where four or more manufactured dwellings or prefabricated structures as defined in ORS 455.010 that are relocatable and more than eight and one-half feet wide, 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 or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of such person provided that each manufactured dwelling is not located on a single platted lot.

"Manufactured home" means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, intended for human occupancy, ~~that~~ **which** is being used for residential purposes, and was constructed in accordance with Federal manufactured housing construction and safety standards and

regulations in effect at the time of construction.

"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.~~ **that was constructed between January 1, 1962, and June 15, 1976; and met the construction requirements of 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 **recreational vehicles, or a combination thereof**, 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 persons-. **Mobile home park does not include lots located within a subdivision being rented or leased for occupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the City of Port Orford.**

"Planned Community" means any subdivision under ORS **Chapter 92** ~~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 **Chapter 94.** ~~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 example s 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 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.**

"Row house" 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 may be permitted as a specific dwelling type within a Planned Unit Development under Chapter 17.28.

DRAFT Revisions – For Review by Planning Commission June 7, 2022**17.12.010 Residential zone (1-R).**

- A. Purpose of Classification. The 1-R zone is designed to be applied to residential areas where dwellings are appropriate.
- B. Uses Permitted Outright. In a 1-R zone, the following uses and their accessory uses are permitted outright:
1. Single-family dwelling or duplex;
 2. Manufactured home, in accordance with Section [17.16.040](#);
 3. Private stable where building site is one acre or more;
 4. Farming where building site is one acre or more, but not including commercial livestock production;
 5. Home occupation;
 6. Childcare facility;
 7. Residential care home;
 8. Residential care facility;
 9. **Accessory dwelling unit (ADU) subject to criteria listed in Chapter 17.16.**
- C. Conditional Uses Permitted. In a 1-R zone, the following uses and their accessory uses are permitted when authorized in accordance with Chapter [17.32](#):
1. Church or school;
 2. Grange hall or community building;
 3. Public use facility or public utility, including, but not limited to, fire stations;
 4. Recreational vehicle temporarily used to relieve a hardship for a period not to exceed 12 months; *this may not comply with Chapter 8.20, and Chapter 8.20 does not appear to comply with Oregon law.*
 5. Utility facility, including substation or pumping station or private generator;
 6. Commercial communications transmitter or receiver antenna;
 7. Planned unit development on a lot not less than three acres **in compliance with Chapters 16.16 and 17.28.**
- D. Provision of Sewer and Water.
1. Sewer service shall be provided by the City of Port Orford, with hookups installed to City standards.

2. Sewer lines for new development shall connect to existing mains. In areas where a sewer main is not adjacent to a proposed lot or an existing lot proposed for development, the developer shall pay the cost of extending the main line and any lift necessary to provide adequate sewage disposal to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension or lift station, but the City is under no obligation to participate.

3. Water lines to connect sites for new development to existing mains shall be installed to City standards. In areas where a water main is not adjacent to the lot proposed for development, the applicant will pay the cost of extending the main to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension but the City is under no obligation to participate.

E. Lot Size. Except as provided in Sections [17.20.030](#) and [17.20.040](#) in a 2-R zone:

1. Lot sizes suitable for building shall be dependent on the availability of public water. If the lot is not served by public water system, the lot area shall conform to the State requirements established for on-site water supply.
2. When both a public water and sewage system are available:
 - a. For uses other than a mobile home park, the minimum lot area shall be 5,000 square feet; or
 - b. The minimum lot width shall be 50 feet.

F. Setback Requirements. Except as provided in Sections [17.20.010](#) and [17.20.020](#) in 1-R zone yards shall be as follows:

1. The front yard shall be a minimum of 10 feet.
2. The side yard shall be a minimum of five feet.
3. The rear yard shall be a minimum of five feet.

G. Height of Buildings. Except as provided in Section [17.20.050](#) in a 1-R zone no building shall exceed 30 feet and two stories in height. (Ord. 2021-02 § 1, 2021; Ord. 2015-08 § 1, 2015; Ord. 2009-03 § 010, 2009; Ord. 411-94 Att. A, 1994; Ord. 278 §§ 2.110—2.150, 2.220, 1977)

17.12.020 Residential zone (2-R).

A. Purpose of Classification. The 2-R zone is designed to be applied to residential areas where higher density housing is appropriate.

B. Uses Permitted Outright. In a 2-R zone, the following uses and their accessory uses are permitted outright:

1. Single-family dwelling or duplex;
2. Manufactured home, in accordance with Section [17.16.040](#);
3. ~~Multiple~~ **Multi**-family dwelling;
4. Private stable where building site is one acre or more;
5. Farming where building site is one acre or more, but not including commercial livestock production;
6. Home occupation;
7. Childcare facility;
8. Residential care home;
9. Residential care facility.

10. Accessory dwelling unit (ADU) subject to the criteria listed in Chapter 17.16.

Need to add section in Supplementary Provisions, Chapter 17.16.

C. Conditional Uses Permitted. In a 2-R zone, the following uses and their accessory uses are permitted when authorized in accordance with Chapter [17.32](#):

1. **Manufactured Dwelling Park Mobile home park subject to Section 17.32.050;**
2. Church or school;
3. Grange hall or community building;
4. Public use facility or public utility, including, but not limited to, fire stations;
5. Recreational vehicle temporarily used to relieve a hardship for a period not to exceed 12 months; *this may not comply with Chapter 8.20, and Chapter 8.20 does not appear to comply with Oregon law.*
6. Utility facility, including substation or pumping station or private generator;
7. Commercial communications transmitter or receiver antenna;
8. Planned unit development ~~on a lot not less than three acres~~ **in compliance with Chapters 16.16 and 17.28;**
9. Hospital, sanitarium, retirement home, medical or dental clinic.

D. Provision of Sewer and Water.

1. Sewer service shall be provided by the City of Port Orford, with hookups installed to City standards.
2. Sewer lines for new development shall connect to existing mains. In areas where a sewer main is not adjacent to a proposed lot or an existing lot proposed for development, the developer shall pay the cost of extending the main line and any lift necessary to provide adequate sewage disposal to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension or lift station, but the City is under no obligation to participate.
3. Water lines to connect sites for new development to existing mains shall be installed to City standards. In areas where a water main is not adjacent to the lot proposed for development, the applicant will pay the cost of extending the main to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension but the City is under no obligation to participate.

E. Lot Size. Except as provided in Sections [17.20.030](#) and [17.20.040](#) in a 2-R zone:

1. Lot sizes suitable for building shall be dependent on the availability of public water systems. If the lot is not served a public water system, the lot area shall conform to the State requirements established for on-site water supply.
2. When both a public water and sewage system are available:
 - a. For uses other than a mobile home park, the minimum lot area shall be 5,000 square feet; or
 - b. The average lot width shall be a minimum of 50 feet.

F. Setback Requirements. Except as provided in Sections [17.20.010](#) and [17.20.020](#) in a 2-R zone, yards shall be as follows:

1. The front yard shall be a minimum of 10 feet.
2. The side yard shall be a minimum of five feet.
3. The rear yard shall be a minimum of five feet.

G. Height of Buildings. Except as provided in Section [17.20.050](#) in a 2-R zone no building shall exceed 30 feet and two stories in height. (Ord. 2021-02 § 1, 2021; Ord. 2009-03 § 1, 2008; Ord. 411-94 Att. A, 1994; Ord. 278 §§ 2.210, 2.220, 2.250, 1977)

17.12.030 Commercial zone (4-C).

A. Purpose of Classification. The 4-C zone is designed to apply to areas where more complete commercial facilities are necessary for community convenience.

B. Uses Permitted Outright. In a 4-C zone, the following uses and their accessory uses are permitted outright, provided that such use of operation does not create a nuisance because of odor, noise, dust, smoke or gas:

1. Single-family dwellings or duplex;
2. ~~Multiple~~ **Multi-family dwellings;**
3. Hotel or motel;
4. Club or lodge hall;
5. Hospital, sanitarium, retirement home, medical or dental clinic;
6. Retail or service establishment;
7. Automobile service station;
8. Machinery, farm equipment, marine or automotive sales, service, storage or repair;
9. Building material storage yard;
10. Plumbing, electrical or paint contractors storage, repair or sales shop;
11. Tire retreading or vulcanizing shop;
12. Wholesale, trucking and storage establishment;
13. Machine shop or cabinet shop;
14. Manufacturing, repairing, compounding, processing, storage, research, assembling or fabricating activities except those specifically listed in Section [17.12.040\(C\)](#);
15. Park playground, fire station, library or museum;
16. Childcare facility;
17. Residential ~~ear care~~ home;
18. Residential care facility.

C. Conditional Uses Permitted. In a 4-C zone, the following uses and their accessory uses are permitted when authorized in accordance with Chapter [17.32](#):

1. ~~Mobile home park and/or recreational vehicle park;~~ **Manufactured Dwelling Park Mobile home park subject to Section [17.32.050](#);**
2. **Planned unit development on a lot of at least three acres in area in compliance with Chapters [16.16](#) and [17.28](#).**
3. Utility facility, including substation or pumping station or private generator;
4. Communications transmitter, receiver, antenna or tower;
5. Wind generator;
6. Prefabricated structure.

D. Provision of Sewer and Water.

1. Sewer service shall be provided by the City of Port Orford, with hookups installed to City standards.
2. Sewer lines for new development shall connect to existing mains. In areas where a sewer main is not adjacent to a proposed lot or an existing lot proposed for development, the developer shall pay the cost of extending the main line and any lift necessary to provide adequate sewage disposal to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension or lift station, but the City is under no obligation to participate.
3. Water lines to connect sites for new development to existing mains shall be installed to City standards. In areas where a water main is not adjacent to the lot proposed for development, the applicant will pay the cost of extending the main to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension but the City is under no obligation to participate.

E. Lot Size. Except as provided in Sections [17.20.030](#) and [17.20.040](#) in a 4-C zone, the minimum lot size shall be as determined by the county health department as necessary for proper installation and operation of water supply and sewage disposal systems. If both a public and mutual water supply and a public sewage disposal system are available, there shall be no minimum lot area.

F. Height of Buildings. Except as provided in Section [17.20.050](#) in a 4-C zone, no building shall exceed 45 feet in height. (Ord. 2009-03 § 1, 2008; Ord. 2015-08 § 1, 2015; Ord. 2004-05 § 1, 2004; Ord. 278 §§ 2.310—2.340, 1977)

This wording was revised in the past few years.

17.12.040 Industrial zone (5-I).

A. Purpose of Classification. The industrial zone is generally intended to provide for limited or light industrial uses. Conditional uses in this zone are designed for heavier industrial uses.

B. Uses Permitted Outright. In a 5-I zone, the following uses and their accessory uses are permitted outright:

1. Single-family dwellings or duplex;
2. ~~Multiple~~ **Multi**-family dwellings;
3. Hotel or motel;
4. Club or lodge hall;
5. Hospital, sanitarium, retirement home, medical or dental clinic;
6. Retail or service establishment;

7. Automobile service station;
8. ~~Trailer or camping vehicle park~~; **Space designated for picnicking or overnight camping.**
9. **Recreational vehicle park in compliance subject to with Oregon Building Codes.**
9. Machinery, farm equipment, marine or automotive sales, service, storage or repair;
10. Building material storage yard;
11. Plumbing, electrical or paint contractor's storage, repair or sales shop;
12. Tire retreading or vulcanizing shop;
13. Wholesale trucking and storage establishment;
14. Machine shop or cabinet shop;
15. Manufacturing, repairing, compounding, processing, storage, research, assembling or fabrication activities except those specifically listed in subsection C of this section;
16. Utility facility, including substation or pumping station or private generator;
17. Communications transmitter, receiver, antenna or tower;
18. Childcare facility;
19. Residential care home;
20. Residential care facility.

C. Conditional Uses Permitted. In a 5-I zone, the following and their accessory uses are permitted when authorized in accordance with Chapter [17.32](#):

1. Manufacturing plant, including lumber and plywood mills;
2. Rendering plant or slaughterhouse;
3. Pulp or paper mill;
4. Cement or asphalt plant;
5. Airport or heliport;
6. Church or school;
7. Park, playground, fire station, library or museum;
8. Planned unit development ~~on a lot of at least three acres in area in~~ **compliance with Chapters 16.16 and 17.28.**

D. Provision of Sewer and Water.

1. Sewer service shall be provided by the City of Port Orford, with hookups installed to City standards.

2. Sewer lines for new development shall connect to existing mains. In areas where a sewer main is not adjacent to a proposed lot or an existing lot proposed for development, the developer shall pay the cost of extending the main line and any lift necessary to provide adequate sewage disposal to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension or lift station, but the City is under no obligation to participate.

3. Water lines to connect sites for new development to existing mains shall be installed to City standards. In areas where a water main is not adjacent to the lot proposed for development, the applicant will pay the cost of extending the main to the parameter of the lot. At the request of the developer, the City may consider sharing in the cost of the main line extension but the City is under no obligation to participate.

E. Lot Size. Except as provided in Sections [17.12.030](#) and [17.12.040](#) in a 5-I zone, the minimum lot size shall be as determined by the State Health Department as necessary for proper installation and operation of water supply and sewage disposal systems. If both a public or mutual water supply and a public sewage disposal system are available, there shall be no minimum lot area.

F. Height of Buildings. Except as provided in Section [17.20.050](#) in a 5-I zone no building shall exceed 45 feet in height. (Ord. 2021-02 § 1, 2021; Ord. 2015-08 § 1, 2015; Ord. 2009-03 § 1, 2008; Ord. 278 §§ 2.410—2.430, 1977)

This wording was revised in 2022.

17.12.060 Marine activity zone (7-MA).

A. Purpose of Classification. The marine activity zone is to provide areas suitable for uses which depend upon or are benefitted by a waterfront location, and to reserve such areas for these uses.

B. Uses Permitted Outright. In a 7-MA zone, the following uses and their accessory uses are permitted outright:

1. Boat launching or moorage facilities, marina, boat charter service;
2. Piers, docks, bulkheads, jetties and backfills;
3. Seafood processing, storage and sales;
4. Boat and marine equipment sales, service, storage, rental or repair;
5. Fishing supply storage, manufacturing and sales;
6. Retail sales of water sporting goods or similar commodities;
7. Dredging and fill maintenance;
8. Offices which are related to marine activity;

9. Experimental laboratory for research or marine coastal production or resource;
10. Aquaculture and accessory facilities;
11. Open recreation area ~~and park~~ or recreational facility.
12. **Space designated for picnicking or overnight camping.**
13. **Recreational vehicle park in compliance with Oregon Building Codes.**

C. Conditional Uses Permitted. In a 7-MA zone, the following uses and their accessory uses are permitted when authorized in accordance with Chapter [17.32](#):

1. Eating and drinking establishments;
2. Motel or hotel;
3. Gift, novelty, or specialty shops, including the manufacture of such goods;
4. Government structure and use of land;
5. Storage of marine-oriented materials;
6. Public utility or public communication facilities;
7. Small boat manufacturer.

D. Lot Size. Except as provided in Sections [17.12.030](#) and [17.12.040](#) in a 7-MA zone, the minimum lot size shall be as determined by the county health department as necessary for proper installation and operation of water supply and sewage disposal systems. If both a public and mutual water supply and public sewage disposal system are available, there shall be no minimum lot area.

E. Height of Buildings. Except as provided in Section [17.12.050](#) in a 7-MA zone, no building shall exceed 45 feet in height. (Ord. 278 §§ 2.610—2.640, 1977) T

This wording was revised in 2022.

17.12.080 Shoreland overlay zone (9-SO).

A. Purpose of Classification. The purpose of the 9-SO zone is to protect shoreland resources identified in the comprehensive plan and to apply development standards to all uses within the shoreland boundary as applicable.

B. Uses Permitted Outright. In the 9-SO zone, the following uses are permitted outright. If they are conditional uses in the underlying zone, they shall be subject to the conditions referenced in Chapter [17.32](#).

1. Uses allowed in the underlying zone;
2. Propagation and harvesting of forest products consistent with the Oregon Forest Practices Act;

3. Water-dependent commercial and recreational developments;
4. Aquaculture;
5. Single-family ~~residences on existing lots or parcels~~ **dwelling**;
6. Dredged material disposal (DMD), mitigation or restoration on sites designated in the comprehensive plan.

C. Conditional Uses Permitted. In the 9-SO zone the following uses and their accessory uses are permitted in accordance with Chapter [17.32](#),

1. Uses permitted conditionally and other uses allowed in the underlying zones;
2. Water-dependent commercial uses;
3. Water-dependent industrial uses;
4. Subdivisions and partitions;
5. Temporary use of dredged material disposal (DMD), mitigation or restoration sites;
6. Other uses not listed in subsection B of this section which are permitted in the underlying zone;
7. Riprap, shoreline or erosion-control structure.

D. Additional Coastal Resources. Except where findings are contained in the comprehensive plan, uses in areas identified as coastal wetlands, significant wildlife resources, coastal headlands, exceptional coastal landscapes or historic and archeological sites, shall require affirmative findings that the above resources are protected. These resources are identified on the coastal shorelands inventory.

E. Riparian Vegetation Protection. Except as necessary for water-dependent uses, all developmental mineral extraction activities shall be set back 50 feet from the stream bank of all perennial streams to protect riparian vegetation as identified in the comprehensive plan. A lesser distance may be approved based on a specific site investigation as part of the permit application process and concurrence with the lesser distance by the Oregon Department of Fish and Wildlife and Division of State Lands.

F. Solutions to Erosion and Flooding Problems.

1. Nonstructural solutions to problems of erosion and flooding shall be preferred to structural solutions. Where shown to be necessary and allowed, water and erosion control structures such as jetties, bulkheads, seawalls, and similar protective structures and fill shall be designed to minimize adverse impacts on water currents, erosion and accretion patterns.
2. Further, where listed as a permitted activity within this zone, riprap shall only be allowed upon findings that:

- a. Land use management practices and nonstructural solutions are inadequate;
- b. Adverse impacts on water currents, erosion and accretion patterns are minimized.

G. Height of Buildings. This section amended in Except as provided in Section [17.20.050](#) in an 9-SO zone, no building shall exceed 30 feet in height. (Ord. 2021-02 § 1, 2021; Ord. 278 §§ 2.810—2.850, 1977)

This wording was revised in 2022.

17.12.090 Battle Rock mixed use zone (10-MU).

- A. Purpose of Classification. The intent of the Battle Rock mixed use (10-MU) zone is to maintain small coastal town ambiance and small town neighborhood character by enhancing the economic value by identifying its unique features with planning that can systematically organize the development that will occur in the future, to encourage pedestrian friendly tourist commercial uses, and provide opportunities for residents and visitors to enjoy the built and natural environment.
- B. Uses Permitted Outright. In the 10-MU zone, the following uses and their accessory uses are permitted outright subject to the conditions within this chapter:
1. Single-family dwelling or duplex;
 2. Manufactured home, in accordance with Section [17.16.040](#);
 3. ~~Multiple~~ **Multi**-family dwellings;
 4. Home occupations;
 5. Hotel, motel or other lodging;
 6. Restaurants;
 7. Club or lodge hall;
 8. Emergency care facilities, medical or dental clinic;
 9. Retail use, professional office or service use, including galleries;
 10. Light manufacturing;
 11. Park playground, fire station, library or museum;
 12. Childcare facility;
 13. Residential care home or residential care facility;
 14. Any permitted use where building footprint exceeds 6,000 square feet, shall be subject to site plan review to comply with the provisions set forth in Chapter [17.33](#), Site Plan Review;
 15. Any permitted use where building length exceeds 125 feet shall be subject to site plan review to comply with the provisions set forth in Chapter [17.33](#), Site Plan Review.

C. Conditional Uses Permitted. In a 10-MU zone, the following uses and their accessory uses are permitted when authorized in accordance with Chapter [17.32](#), and subject to the conditions within this 10-MU zone chapter:

1. Manufactured home park, subject to Section [17.32.050](#)(A) and (E);
2. Planned unit development, ~~planned community, and cluster residential with multiple structures~~ subject to Chapters [16.16](#) and Section [17.28](#) ~~on a lot of at least three acres in area, and subject to Section [17.32.050](#)(A);~~
3. Utility facility, including substation or pumping station or private generator, subject to Section [17.32.050](#)(A) and (D);
4. Wireless telecommunications facility, subject to building height restriction of zone, and subject to Section [17.32.050](#)(A) and (D);
5. Wind generator, subject to Section [17.32.050](#)(A) and (D);
6. Unified development on a lot of at least one-half acre, or 21,780 square feet, subject to Section [17.32.050](#)(A);
7. Any permitted use with prefabricated structure, subject to Section [17.32.050](#)(A) and (I).

D. Other Applicable Use Standards.

1. Outdoor sales and/or service areas over 200 square feet in size are not permitted in this zone, except for restaurants, farmers markets, plant nurseries, sculpture gardens.
2. Outdoor storage areas will be enclosed and screened from view by suitable hedges, fencing or walls and will not exceed 200 square feet in size.
3. Indoor storage will not be the principal use of property.

E. Design Standards for All New Development. All new structures and substantial improvements in a 10-MU zone shall conform to the following design standards:

1. Building Size. Any building more than 125 feet in length, or exceeding 35 feet in height or with a footprint greater than 6,000 square feet shall be considered a large structure requiring site plan review in compliance with standards set forth in Chapter [17.33](#).
2. Building Articulation. All new commercial structures shall utilize at least six of the following design features; all new residential structures shall utilize three:
 - a. Dormers.
 - b. Recessed entries.
 - c. Cupolas or tower.
 - d. Bay or bow windows.
 - e. Attached garage.

- f. Roof with a pitch greater than nominal 3/12.
 - g. Offsets on building face or roof that are a minimum of 12 inches.
 - h. Covered porch entry.
 - i. Pillars or posts.
 - j. Eaves that are a minimum of six inches.
 - k. Roof of tile, composition, shake, standing seam metal, or other metal roofing simulating traditional roofing materials such as slate and tiles.
 - l. Horizontal lap siding.
 - m. Shingle siding.
 - n. Parapets.
 - o. Other design features may be considered subject to approval by the City's designated design specialist, the City Planning Commission, or the City Council as applicable to the approval process.
3. Highway 101 Ground Floor Façade. All new structures and substantial improvements, fronting Highway 101, shall provide at least 25% of the ground floor facade facing the highway with windows or building entrances.
4. Off-Street Parking for Properties with Frontage on Highway 101 and for New Commercial Structures Throughout the Battle Rock Mixed Use Zone (10-MU). All off-street parking areas shall be located behind, under, or to the side of a building, and shall incorporate a landscaped buffer from adjacent property as well as from any sidewalk abutting the parking area.
5. Mechanical Equipment. All mechanical equipment shall be concealed from view of public streets and neighboring properties.
6. Landscaping. All new structures and substantial improvements shall have lot design to conform to the following landscaping requirements:
- a. All areas abutting a street that are not occupied by structures or driveway shall be landscaped or provide public space such as walking path, sidewalk, or bench area.
 - b. Lots with footprint area for new structure or combined new structures exceeding 3,000 square feet shall provide landscaping coverage for at least five percent of lot area.
7. Drive-Through/Drive-In Facilities. Drive-through/drive-in facilities shall conform to the following placement standards:
- a. The drive-through/drive-in use shall orient to an alley, driveway, or interior parking area, and not a street;

- b. The drive-through/drive-in facilities shall not be located within 20 feet of a street and shall not be oriented to a street corner;
- c. Drive-through/drive-in queuing areas shall be designed so that vehicles do not obstruct a driveway, fire access lane, walkway, or public right-of-way.

8. **Manufactured Home Park.** When manufactured homes within the manufactured home park are oriented with their back or side yards facing a public right-of-way, the Planning Commission may require installation of fencing and planting of a 10-foot wide landscape buffer between the right-of-way and the manufactured home park for the privacy and security of residents and the aesthetics of the streetscape.

9. **Commercial-Residential Overlay (CRO).** The CRO is intended to combine residential household living with public and commercial services at an appropriate neighborhood scale.

- a. New commercial structures shall be a maximum of 1,750 square feet.
- b. Commercial conversions and remodels shall have a maximum of 1,750 square feet designated for commercial use.
- c. Except as provided in Sections [17.20.010](#) and [17.20.020](#), in the CRO setbacks shall be as follows:
 - i. The front yard shall be a minimum of 10 feet.
 - ii. The side yard shall be a minimum of five feet.
 - iii. The rear yard shall be a minimum of five feet.

The light blue area on the map (Exhibit B attached to the ordinance codified in this section and included by reference) is the commercial-residential overlay and is now an overlay within the Battle Rock mixed use (10-MU) zone.

F. **Sewer and Water Line Hookups.**

- 1. **Provision of Sewer and Water.** Sewer and water shall be provided by the City of Port Orford, and distribution systems shall be built to City and State specifications.
- 2. **Sewer Line Hookups.** Sewer lines shall be installed to City standards to connect sites for new development to existing mains. In areas where a sewer main is not adjacent to a proposed lot or an existing lot proposed for development, the developer will pay the cost of extending the main line and any lift necessary to provide adequate sewage disposal to the parameter of the lot. At the request of the developer, the City shall consider sharing in the cost of the main line extension or lift station, but the City is under no obligation to participate.
- 3. **Water Line Hookups.** Adequate water lines shall be installed to City standards to connect sites for new development to existing mains. In areas

where a water main is not adjacent to the individual lot that is proposed to be developed, the developer will pay the cost of extending the main to the parameter of the lot. At the request of the developer, the City shall consider sharing in the cost of the main line extension, but the City is under no obligation to participate.

G. Lot Size. In a 10-MU zone, there shall be no minimum lot area.

H. Height of Buildings. Except as provided in Section [17.20.050](#) in a 10-MU zone, no building shall exceed 35 feet in height. *Check if this is different now.*

I. Uses Not Listed. It is recognized in the development of a comprehensive Land Development Ordinance that:

1. Not all uses of land and water can be listed, nor anticipated; or
2. A use may have been inadvertently omitted from the list of those specified as permitted or conditional in each of the various districts designated; or
3. Ambiguity may arise concerning the appropriate classification of a particular use within the meaning and intent of this chapter.

Therefore the phrase “plus other uses deemed to be similar and not more obnoxious or detrimental to the public health safety, and welfare” shall be unmentioned, but included in “Uses Permitted Outright” and “Conditional Uses Permitted” in this district. The classification of an outright use or a conditional use is the responsibility of the Planning Director. Should a conflict arise over the classification of the proposed use, an interpretation by the Planning Commission can be requested. (Ord. 2021-02 § 1, 2021; Ord. 2008-08 § 9, 2008; Ord. 2008-04 § 1, 2007; Ord. 278 § 2.910, 1977)

Chapter 17.16 Supplementary Provisions

17.16.040 Manufactured homes on individual lots.

A manufactured home placed on an individual lot shall comply with the following provisions.

A.—The manufactured home shall be multi-sectional and enclose a space of not less than 1,000 square feet.

A. The manufactured home shall have the hitch, wheels and axles removed and be placed on an excavated and backfilled foundation and enclosed at the perimeter such that the manufactured home is not more than 12 inches above grade.

B. The manufactured home shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within the community or which is comparable to the predominant materials used on surrounding dwellings.

C. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce heat loss to levels equivalent to the performance standards required of single-family dwellings constructed under the State Building Code. Evidence demonstrating that the manufactured home meets "Super Good Cents" energy efficiency standards is deemed to satisfy the external thermal envelope certification requirement. Additional certification shall not be required. (Ord. 2015-08 § 1, 2015; Ord. 411-94 Att. A, 1994; Ord. 278-84, 1984; Ord. 278 § 3.070, 1977)

17.16.090 Additional Dwelling Units (ADU)

The purpose of this clause is to increase housing options within the City of Port Orford. All of the following criteria shall apply.

- a. A single ADU with a kitchen is a permitted accessory use to an existing single-family-dwellings on an individual lot within 1-R and 2-R in residential zones.**
- b. An ADU is permitted to serve as a long-term rental; An ADU is not permitted to be used for a short-term rental in increments of 30-days or less.**
- c. An ADU shall not be advertised as vacation rental. *How do we regulate?***
- c. An ADU is not permitted on an individual lot where there more than one dwelling unit already exists through a permitted duplex, a grandfathered dwelling use, a violation other.**
- d. An ADU is permitted to have a maximum footprint of 600 square feet including enclosed habitable space.**
- e. A guest house that exists on an individual lot may be modified to include a kitchen in compliance with the criteria of Section 17.16.090.**
- f. No new dedicated parking space shall be required for an ADU.**
- g. An ADU shall comply with all of the setbacks of the zone. Parking shall not block mailboxes for street delivery.**
- h. An ADU shall obtain permits for separate hookups for sewer and water. *Can these be on the same main with the dwelling and still be separated?***
- i. No ADU shall be permitted on a lot that is less than 5,000 square feet.**
- j. An ADU shall comply with all building codes applicable for habitation as a single-family dwelling.**

DRAFT Chapter 17.28 PLANNED UNIT DEVELOPMENTS (PUD)

The zoning ordinance will be organized to provide that PUD's are a minimum of 1 acre (currently is 3 acres)

17.28.010 Standards and requirements. General Provisions.**Purpose and Intent**

The following shall be observed when a planned unit development in a zone in which it is permitted. (Ord. 278 § 5.010, 1977) **The PUD conditional use permit process provides an opportunity for the property owner to preserve unusual physical features that are part of the site by providing for equivalent use of the remainder of the property to comply with the intent of the zoning.**

Historical, topographical, or other distinctive features of the property may be protected or enhanced through the PUD. A PUD is suitable for condominium development, subdivision development and other development that includes common ownerships by the occupants. This includes, but is not limited to features such as facilities, open space or other, and may include varying housing types. The intent is to develop land and housing in a manner that creates an attractive, healthful, efficient and stable environment.

17.28.020 Procedures.**Preapplication**

The following procedures shall be observed is required when a planned unit development proposal is to be submitted for consideration:

- A. **An applicant shall submit 15 copies of a preliminary development plan to the Planning Commission for study at least seven days prior to the commission meeting at which it is to be considered. The preliminary plan shall include the following information: A preapplication conference shall be scheduled with the City prior to the filing of any application for a PUD. The applicant is required to include documents described in Section 17.28.020**
- B. **Existing site maps showing physical features of the site and narrative that addresses the PUD for the pre-application conference including, but not limited to the following are required:**

The preliminary plan shall include the following information:

1. Proposed land uses, building locations and housing unit densities;
2. Proposed circulation pattern indicating the status of street ownership;
3. Proposed open space uses;

4. — Proposed grading and drainage pattern;
5. — Proposed method of water supply and sewage disposal;
6. — Economic and supporting data to justify any proposed commercial and industrial elements in the area not so zoned;
7. — Relation of the proposed development to the surrounding area and to the comprehensive plan.

~~B. Prior to discussion of the plan and a planning Commission meeting, copies shall be given to the City Engineer and county sanitarian for study and comment.~~

1. **Proposed land uses, building locations and housing units with density calculations that comply with the zoning.**
 2. **Description of unusual physical or cultural feature(s) of the property which can be conserved and thus provide the applicant with equivalent use of the property as a result of the PUD process;**
 3. **Proposed circulation pattern indicating the proposed street ownership;**
 4. **Proposed open space and common areas including appropriate access with pathways or sidewalks;**
 5. **Site maps with topography, culture or history with and notations of special conditions or objectives that exist to warrant departure from standard zoning requirements;**
 6. **Proposed method of water supply and sewage disposal;**
 7. **Setbacks around the perimeter of the property that comply with the zoning;**
 8. **Proposed landscaping plan that shows landscaping and any fencing; proposed within the perimeter of the site in compliance with the zoning;**
 9. **Economic and supporting data to justify any proposed nonresidential elements;**
 10. **Lighting to comply with Chapter 15.17 Outdoor Lighting Code;**
 11. **Analysis of the proposed development in relationship to the neighborhood and the streets.**
 12. **Declaration of Covenants, Conditions, Restrictions and Easements (CC&Rs), articles and bylaws of the homeowner's association (HOA) as applicable.**
- C. The applicant shall include professionals who will be prepare the PUD application and the Tentative Plan in the pre-application meeting.**
- D. The City shall provide notice to state and local agencies having jurisdiction, and involve the City Engineer, and other professionals in the pre-application meeting as determined appropriate.**

~~B.— Prior to discussion of the plan and a Planning Commission meeting, copies shall be given to the City Engineer and county sanitarian for study and comment.~~

17.28.040 Application

- A. The applicant shall prepare the PUD application based upon the discussion at the pre-application meeting and include additional information to explain the project.**
 - B. Any application to the City shall include all of the information that was required for the pre-application meeting prepared by professionals including all of the documents and maps addressed in Section 17.28.020.**
 - C. The applicant shall submit a consolidated plan that includes all that is required under Municipal Code Chapter 16.16 including submission of a tentative plan in compliance with Section 16.08.020.**
 - D. The applicant shall include analysis of the PUD in relation to adjacent streets and properties to assure that there are not negative aspects due to lack of capacity.**
 - E. The applicant shall provide a timeframe for completion of the project along with explanations or charting of activities to be completed.**
 - F. The City will schedule and provide notice of a Planning Commission’s public hearing.**
 - G. Following any approval of the tentative plat, the applicant shall comply with Chapter 16.20 Final Plats.**
- ~~C.— In reviewing the preliminary plan, the commission must determine that:~~
- ~~1.— Special physical conditions or objectives or development exist to warrant a departure from standard regulation requirements.~~
 - ~~2.— Resulting development will not be inconsistent with the comprehensive plan objectives or zoning provisions of the area.~~
 - ~~3.— The area around the development can be planned to be in substantial harmony with the proposed plan.~~
 - ~~4.— The plan can be completed within a reasonable period of time.~~
 - ~~5.— Any proposed commercial or industrial development can be justified economically.~~
 - ~~6.— The streets are adequate to support the anticipated traffic and the development will not overload the streets outside and adjacent to the planned unit development.~~
 - ~~7.— Proposed utility and drainage facilities are adequate for the population densities and type of development proposed.~~
- ~~D.— If the Planning Commission finds that the foregoing provisions are satisfied, the proposal shall be processed in accordance with the procedure used for establishing a subdivision. If the Planning Commission finds to the contrary, they may recommend the application be denied or returned to the applicant for revision.~~

~~E. In addition to the requirements of this section, the Planning Commission shall follow the procedure for considering an amendment as required in Chapter 17.32.~~

~~F. Permits for the construction in a planned unit development shall be issued only on the basis of the approved plan. Any changes in the approved plan shall be submitted to the commission for processing as an amendment to this title.~~

~~G. An approved planned unit development shall be identified on the zoning map.
(Ord. 278 § 5.020, 1977)~~

17.28.050 Criteria for Approval of a PUD

- A. Compliance with the Port Orford Comprehensive Plan Goals and Policies.**
- B. Compliance with the Provisions of Chapter 17.28.**
- C. Compliance with Title 16, Chapter 16.16 of the Port Orford Municipal Code.**
- D. Compliance with Chapter 16.08.020 Tentative plans and plats – Contents, and Chapter 16.20 Final Plats.**
- E. Compliance with Municipal Code Chapter 15.17 Outdoor Lighting Code.**
- F. Streets are adequate to support the anticipated traffic.**
- G. Demonstrated ability to complete the plan within the proposed stated timeframe.**
- H. Compliance with Municipal Code, Chapter 17.17 Erosion Prevention and Sediment Control, Chapter 17.18 Storm and Surface Water Management Standards, and other requirements of the code that apply.**
- I. Compliance with the provisions of any overlay zones that apply.**
- J. Proposed utilities are adequate for the development.**
- K. Compliance with ORS 94 Real Property Development and other Oregon laws which regulate specific uses to be included in the PUD.**
- L. The proposed Declaration of Covenants, Conditions, Restrictions and Easements (CC&Rs), articles and bylaws of the homeowner's association (HOA) as provided need to comply with applicable Oregon laws including but not limited to ORS 94 Planned Communities, and ORS 100 Condominiums.**

Port Orford Watershed Council Report

Linda Tarr did walk through of Wilson Parcel with John Wros from The Conservation Fund. No problems to report.

With expected approval of the contract with Springboard Forestry, the City can be on schedule to have the Wilson Parcel portion of the Forest Management Plan complete by August. Ben Hayes from Springboard will do the field work June 26-30. Mapping will follow. FMP for entire watershed to be completed by September.

Work on the application to the Drinking Water State Revolving Fund for the Wilson Parcel should begin now. The FMP can be the last element added to that application. Jacquie Fern and Chris Marko from DEQ will be available help with that application. They require that the City administrator initiate that process.

POWC will work on cleaning up the Wetland Boardwalk area. Have discussed collaborating with Parks Committee, which has also expressed interest in bringing that area back into good shape.

Progress in the work toward a conservation purchase of Mary Largess Lee's property:

Collaborated with Wild Rivers Land Trust to get Yellow Book Appraisal. WRLT is paying for half and received grant from Wild Rivers Coast Alliance for half. Total cost for appraisal: \$8500. To be done by Jeff Marineau Appraisal within 8 weeks.

Worked with Mary Lee to determine terms for MOU with City. WRLT provided staff time for drawing up MOU. WRLT's board and new director, Scott Fogarty, approved collaboration on this project.

Communicated with Morgan Gratz-Weiser, Deputy Natural Resources Advisor to the Governor, and Jacquie Fern from DEQ, about funding from the State for this land acquisition. Requirements are: Yellow Book Appraisal, MOU from City of Port Orford, demonstrated support from the Community, support from our Representative, David Brock Smith.

If MOU is approved, POWC and WRLT will conduct public events and local fundraising efforts, leading to the request to the Legislative Emergency Board in September. The deadline to have the request prepared will be in late July. Still waiting to hear that exact date.

Morgan Gratz-Weiser is convening a meeting of the relevant State agencies to determine through which agency this funding would flow to the City.

If it is not possible to ask for acquisition funding during the September meeting of the Legislative Emergency Board, December is a possibility. But given the timeline of the seller, September is by far the best option.

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Abatement of Nuisance and Dangerous Housing

ITEM NO: 8 a.

At the last City Council Meeting it was discussed that we will adopt the new Curry County Building code that was adopted and became effective May 4, 2022

I have attached a copy of the Ordinance and a copy of the Curry County Building code.

Suggested Motions:

Motion to have Ordinance passed in 1 night with 2 readings.

I move for the City Council to adopt the International Existing Building Code Ordinance 2022-05 in one meeting with both reading this evening.

(If the vote is unanimous to adopt in one meeting, then please see one meeting adoption motion)

(If the vote is **NOT** unanimous, please proceed to the TWO meeting adoption motion below)

Motion to have Ordinance adopted in 1 meeting.

I move for the City Council to adopt the Curry County Building Code Ordinance 2022-05 and approve the first and second readings by title only to take effect 30 days from July 16, 2022 which is August 15, 2022.

Motion to have Ordinance adopted in 2 meetings.

I move for the City Council to adopt the Curry County Building Code Ordinance 2022-05 and approve the first reading by title only.

Motion to table discussion and or Adoption of Ordinance

I move for the City Council to table the discussion and adoption of the Curry County Building Code Ordinance 2022-05 for an additional month.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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ORDINANCE NUMBER 2022-05

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF PORT ORFORD

The Common Council of the City of Port Orford hereby ordains that the following Ordinance 2022-05 be adopted for the Curry County Building Code.

Section 15.04.010 of Title 15 Chapter 15.04 Abatement of Nuisance and Dangerous Housing of the Port Orford Municipal code is hereby amended and corrected to read as follows:

15.04.010: Adoption by Reference:

The approved Curry County Building Code in it entirety is the official building code of the City of Port Orford.

Section 2. That Ordinance No. 321-84 is hereby repealed

DATED :

Passed or Failed by the following Roll Call Vote

Yes: _____

No: _____

Passed _____ Failed _____

Mayor Pat Cox

ATTEST:

Jessica Ginsburg, City Recorder

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DIVISION EIGHT**CURRY COUNTY BUILDING CODE****SECTION 2.08.010****TITLE**

These regulations shall be known as the "Curry County Building Code", may be cited as such and will be referred to herein as "this Code" or "the Building Code".

SECTION 2.08.020**AUTHORITY; PURPOSE**

1. The Building Code is adopted pursuant to and under the authority of ORS 203.035, 455.150, and 479.855 and OAR chapter 918, division 308, and constitutes the exercise of authority over a matter of county concern.
2. The Building Code applies to all unincorporated areas within the county and to all areas within the corporate limits of any city that has entered into an intergovernmental agreement with the county that so provides.
3. Adoption of the Building Code is necessary for the protection of public health, safety, and welfare.

SECTION 2.08.030**ADOPTION; SCOPE**

1. The following Oregon Specialty Codes, Oregon Administrative Rules, and standards, are adopted and incorporated herein as if fully set forth:
 - A. The Oregon Structural Specialty Code, as adopted by and together with OAR chapter 918, division 460, including section 116 and the appendices adopted by the state of Oregon and specifically adopting Appendices G, H and J.
 - B. The Oregon Mechanical Specialty Code, as adopted by and together with OAR chapter 918, division 440.
 - C. The Oregon Plumbing Specialty Code, as adopted by and together with OAR chapter 918, division 750 thru division 780.
 - D. The Oregon One- and Two-Family Dwelling Specialty Code, as adopted by and together with OAR chapter 918, division 480.
 - E. The manufactured dwelling parks and mobile home parks rules, as adopted by and together with OAR chapter 918, division 600.
 - F. The manufactured dwelling installation rules, as adopted by and together with OAR chapter 918, division 500 thru division 520, including the Oregon Manufactured Dwelling Standard.
 - G. The recreational park and organizational camp rules, as adopted by and together with OAR chapter 918, division 650.
 - H. International Existing Building Code, specifically including appendix's A through C.
2. The Building Code shall apply to the construction, reconstruction, alteration, moving, repair, maintenance, and installation of any building or structure except those located in a public way.

SECTION 2.08.040**DEFINITIONS**

For the purpose of the Building Code, the following definitions shall apply:

1. "Building Official" means the person appointed by the Curry County Board of Commissioners to administer the provisions of the Building Code.

SECTION 2.08.050 **FEES**

1. Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Curry County Board of Commissioners deems reasonable in order to administer the Building Code shall be as provided in the Building Division Fee Schedule.
2. The fees by the building department shall be used for the administration and enforcement of a building inspection program under ORS 455.210(3)G.
3. The Building Official may authorize the refund of fees paid in accordance with the refund policy in effect.
4. The determination of value or valuation under any provisions of the Building Code shall be made by the Building Official. The value to be used in computing the building permit and plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

SECTION 2.08.060 **GENERAL POWERS and DUTIES of the BUILDING OFFICIAL**

1. There is hereby established a Building Code enforcement agency which shall be under the administrative and operational control of the Building Official.
2. The Building Official is authorized and directed to enforce all the provisions of the Building Code. For such purposes, the Building Official shall have the powers of a law enforcement officer.
3. The Building Official shall have the power to render written and verbal interpretations of the Building Code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of the Building Code.

SECTION 2.08.070 **DEPUTIES**

In accordance with prescribed procedures the Building Official may appoint deputies, technical officers, inspectors, and other employees to carry out the functions of the Building Code enforcement agency.

SECTION 2.08.080 **RIGHT of ENTRY**

When the Building Official deems it desirable or necessary to make an inspection to enforce the provisions of the Building Code, or when the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to, or in violation of the Building Code; or which otherwise makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by the Building Code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises are deemed to be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises for the purpose of requesting entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

SECTION 2.08.090 **STOP WORK ORDERS**

1. When any work is being performed in violation of this Title, the Building Official may issue a stop work order requiring that all work, except work directly related to elimination of the violation, be immediately and completely stopped. If the Building Official issues a stop work order, the responsible party may

not resume work until such time as the Building Official gives specific approval in writing. The stop work order will be in writing and will include:

- A. The date that the order is issued;
 - B. The permit or registration number, where applicable;
 - C. The site address, legal description or project location that is subject to the order;
 - D. A description of the violations that have been observed; and
 - E. The conditions under which the work may resume.
2. The stop work order will be posted by the Building Official at a conspicuous location at the site. In addition, a copy of the order will either be personally delivered to the responsible party or delivered by Registered or Certified Mail to the responsible party. If the responsible party is not the property owner, a copy of the stop work order will also be sent to the property owner.
 3. It is unlawful for any person to remove, obscure, mutilate or otherwise damage a stop work order.
 4. A stop work order is effective upon posting.
 5. When an emergency condition exists, the Building Official may issue a stop work order orally. The Building Official will then issue a written order as provided under Subsection A. above within one working day.

SECTION 2.08.100 AUTHORITY TO DISCONNECT UTILITIES IN EMERGENCIES

The Building Official shall have the authority to disconnect fuel-gas utility service, or energy supplies to a building, structure, premises or equipment regulated by the Building Code when necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or premises of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or premises in writing of such disconnection immediately thereafter.

SECTION 2.08.110 CONNECTION AFTER ORDER to DISCONNECT

No person shall make connections from an energy, fuel or power supply, nor supply energy or fuel to any equipment regulated by this Code which has been disconnected or ordered to be disconnected by the Building Official, or the use of which has been ordered to be discontinued by the Building Official, until such time as the Building Official authorizes the reconnection and use of such equipment.

SECTION 2.08.120 OCCUPANCY VIOLATION

Whenever any building, structure or equipment therein regulated by the Building Code is being used contrary to the provision of this code, the Building Official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be discontinued. Such persons shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of the Building Code.

SECTION 2.08.130 CODE for the ABATEMENT of DANGEROUS BUILDINGS

1. CURRENTLY ADOPTED EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE.

Preface. The provisions of this code were developed to afford jurisdictions reasonable procedures for the classification and abatement of dangerous buildings.

This Code is designed to be compatible with the International Existing Building Code. While the housing Code is applicable only to residential buildings, the International Existing Building Code is designed to

apply to all types of buildings and structures. The notices, orders and appeals procedures specified have been found to be workable and are referenced by the Uniform Building Code.

If properly followed, the provisions of this code will provide the Building Official with the proper legal steps in abating dilapidated, defective buildings which endanger life, health, property and public safety within concepts of fair play and justice.

2. CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS.

CHAPTER 1 TITLE AND SCOPE

SECTION 101 — TITLE

These regulations shall be known as the Code for the Abatement of Dangerous Buildings, may be cited as such, and will be referred to herein as "this Code."

SECTION 102 — PURPOSE AND SCOPE

102.1 Purpose. It is the purpose of this Code to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code, Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

The purpose of this Code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

102.2 Scope. The provisions of this code shall apply to all dangerous buildings, as herein defined, which are now in existence or which may hereafter become dangerous in this jurisdiction.

SECTION 103 — ALTERATIONS, ADDITIONS AND REPAIRS

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of the currently adopted edition of the International Existing Building Code.

CHAPTER 2 ENFORCEMENT

SECTION 201 — GENERAL

201.1 Administration. The Building Official is hereby authorized to enforce the provisions of this code.

The Building Official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

201.2 Inspections. The health officer, the fire marshal and the Building Official are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

201.3 Right of Entry. When it is necessary to make an inspection to enforce the provisions of this code, or when the Building Official or the Building Official's authorized representative has reasonable

cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

“Authorized representative” shall include the officers named in Section 201.2 and their authorized inspection personnel.

SECTION 202 — ABATEMENT OF DANGEROUS BUILDINGS

All buildings or portions thereof which are determined after inspection by the Building Official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Section 401 of this code.

SECTION 203 — VIOLATIONS

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

SECTION 204 — INSPECTION OF WORK

All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the Building Official in accordance with and in the manner provided by this code and Sections 110 and 1701 of the currently adopted edition of the Oregon Structural Specialty Code and Section R109 of the currently adopted edition of the Oregon Residential Specialty Code.

SECTION 205 — BOARD OF APPEALS

205.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the jurisdiction. The Building Official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the Building Official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the Building Official, who shall make them freely accessible to the public.

205.2 Limitations of Authority. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

CHAPTER 3 DEFINITIONS

SECTION 301 — GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

"Building Code" means the currently adopted edition of the International Existing Building Code, as adopted by this jurisdiction.

"Dangerous Building" means any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

"Housing Code" means the currently adopted edition of the International Existing Building Code, as adopted by this jurisdiction.

SECTION 302 — DANGEROUS BUILDING

For the purpose of this Code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof likely to fail, or to become detached or dislodged, or to collapse and hereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the work stresses permitted in the Building Code for such buildings.

7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.
9. Whenever, for any reason, the building or structure, or portion thereof, is manifestly unsafe for the purpose for which it is being used.
10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.
11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.
12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.
13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.
14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistant construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.
17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to common law or in equity jurisprudence.
18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

CHAPTER 4
NOTICES AND ORDERS OF BUILDING OFFICIAL

SECTION 401 — GENERAL

401.1 Commencement of Proceedings. When the Building Official has inspected or caused to be inspected any building and has found and determined that such building is dangerous building, the Building Official shall commence proceedings to cause the repair, vacation or demolition of the building.

401.2 Notice and Order. The Building Official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
2. A statement that the Building Official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.
3. A statement of the action required to be taken as determined by the Building Official as follows:
 - 3.1 If the Building Official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the Building Official shall determine is reasonable under all of the circumstances.
 - 3.2 If the Building Official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the Building Official to be reasonable.
 - 3.3 If the Building Official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the Building Official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such time as the Building Official shall determine is reasonable.
4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the Building Official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.
5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the Building Official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the Building Official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

401.3 Service of Notice and Order. The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the Building Official or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the Building Official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

401.4 Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the Building Official. If no address of any such person so appears or is known to the Building Official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

401.5 Proof of Service. Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the Building Official.

SECTION 402 — RECORDATION OF NOTICE AND ORDER

If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the Building Official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the Building Official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

SECTION 403 — REPAIR, VACATION AND DEMOLITION

The following standards shall be followed by the Building Official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition or any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:
 - 1.1 The building shall be repaired in accordance with the current Building Code or other current code applicable to the type of substandard conditions requiring repair; or
 - 1.2 The building shall be demolished at the option of the building owner; or
 - 1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.
2. If the building or structure is in such condition as to render it immediately dangerous to the life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated.

SECTION 404 — NOTICE TO VACATE

404.1 Posting. Every notice to vacate shall, in addition to being served as provided in Section 401.3, be posted at or upon each exit of the building and shall be in substantially the following form:

DO NOT ENTER

UNSAFE TO OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

.....of.....

404.2 Compliance. Whenever such notice is posted, the Building Official shall include a notification thereof in the notice and order issued under Section 401.2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain or enter any building which has been so posted, except that entry may be made to repair, demolish, or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

CHAPTER 5 APPEAL

501.1 Form of Appeal. Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the Building Official under this code by filing at the office of the Building Official a written appeal containing:

1. A heading in the words: "Before the board of appeals of the of"
2. A caption reading: "Appeal of, " giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
6. The signatures of all parties named as appellants and their official mailing addresses.
7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the Building Official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the Building Official.

501.2 Processing of Appeal. Upon receipt of any appeal filed pursuant to this section, the Building Official shall present it at the next regular or special meeting of the board of appeals.

501.3 Scheduling and Noticing Appeal for Hearing. As soon as practicable after receiving the written appeal, the board of appeals shall fix a date, time and place for the hearing of the appeal by the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the Building Official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

SECTION 502 — EFFECT OF FAILURE TO APPEAL

Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

SECTION 503 — SCOPE OF HEARING ON APPEAL

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

SECTION 504 — STAYING OF ORDER UNDER APPEAL

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the Building Official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

CHAPTER 6 PROCEDURES FOR CONDUCT OF HEARING APPEALS

SECTION 601 — GENERAL

601.1 Hearing Examiners. The board may appoint one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of hearings until it is submitted to the board for decision.

601.2 Record. A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board.

601.3 Reporting. The proceedings at the hearing shall also be reported by a phonographic reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the board, but shall in no event be greater than the cost involved.

601.4 Continuances. The board may grant continuances for good cause shown; however, when a hearing examiner has been assigned to such hearing, no continuances may be granted except by the examiner for good cause shown so long as the matter remains before the examiner.

601.5 Oaths – Certification. In any proceedings under this chapter, the board, any board member, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

601.6 Reasonable Dispatch. The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

SECTION 602 — FORM OF NOTICE OF HEARING

The notice to appellant shall be substantially in the following form, but may include other information:

“You are hereby notified that a hearing will be held before (the board of appeals or name of hearing examiner) at [location] on [date + time] upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present

any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with (board of appeals or name of hearing examiner).”

SECTION 603 — SUBPOENAS

603.1 Filing of Affidavit. The board or examiners may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states the name and address of the proposed witness; specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved; and states that the witness has the desired things in possession or under control. A subpoena need not be issued when the affidavit is defective in any particular aspect.

603.2 Cases Referred to Examiner. In cases where a hearing is referred to an examiner, all subpoenas shall be obtained through the examiner.

603.3 Penalties. Any person who refuses without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

SECTION 604 — CONDUCT OF HEARING

604.1 Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

604.2 Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

604.3 Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.

604.4 Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

604.5 Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

604.6 Rights of Parties. Each party shall have these rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called the witness to testify;
5. To rebut the evidence; and
6. To be represented by anyone who is lawfully permitted to do so.

604.7 Official Notice.

604.7.1 What may be noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the board or departments and ordinances of the city or rules and regulations of the board.

604.7.2 Parties to be notified. Parties present at the hearing informed of the matters to be noticed, and these matters noted in the record, referred to therein, or appended thereto.

**CHAPTER 7
ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL
OR THE BOARD OF APPEALS**

SECTION 701 — COMPLIANCE

701.1 General. After any order of the Building Official or the board of appeals made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

701.2 Failure to Obey Order. If, after any order of the Building Official or board of appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the Building Official may (i) cause such person to be prosecuted under Section 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

701.3 Failure to Commence Work. Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this code becomes effective:

1. The Building Official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

DANGEROUS BUILDING

DO NOT OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

.....of.....

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the Building Official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.
3. The Building Official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost

of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

SECTION 702 — EXTENSION OF TIME TO PERFORM WORK

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the Building Official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the Building Official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The Building Official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order.

SECTION 703 — INTERFERENCE WITH REPAIR OR DEMOLITION WORK PROHIBITED

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

CHAPTER 8 PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801 — GENERAL

801.1 Procedure. When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the Building Official shall, issue an order therefor to a private contract under the direction of the Building Official and the work shall be accomplished. Plans and specifications therefor may be prepared by said Building Official, or may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard contractual procedures shall be followed.

801.2 Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

SECTION 802 — REPAIR AND DEMOLITION FUND

802.1 General. The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the Building Official to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

802.2 Maintenance of Fund. The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so

transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

CHAPTER 9 RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 901 — ACCOUNT OF EXPENSE, FILING OF REPORT

The Building Official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said official shall prepare and file with the administrative assistant to the Community Development Department of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

SECTION 902 — NOTICE OF HEARING

The Building Official shall also present the completed report to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report and any protests or objections thereto. The Building Official of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in this jurisdiction, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the official. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the official's report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

SECTION 903 — PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the administrative assistant to the Community Development Department of this jurisdiction at any time prior to the time set for the hearing on the report of the official. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The administrative assistant to the Community Development of this jurisdiction shall endorse on every such protest or objection the date of receipt. The Building Official shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

SECTION 904 — HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the official together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the

legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

SECTION 905 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

905.1 General. The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

905.2 Personal Obligation. If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

905.3 Special Assessment. If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

SECTION 906 — CONTEST

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

SECTION 907 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST

The legislative body of this jurisdiction, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal monthly installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

SECTION 908 — LIEN OF ASSESSMENT

908.1 Priority. Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

908.2 Interest. All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

SECTION 909 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL

After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

SECTION 910 — FILING COPY OF REPORT WITH COUNTY AUDITOR

If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

SECTION 911 — COLLECTION OF ASSESSMENT PENALTIES FOR FORECLOSURE

The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If the legislative body of this jurisdiction has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as ordinary property taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for sale as provided for ordinary property taxes.

SECTION 912 — REPAYMENT OF REPAIR AND DEMOLITION FUND

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

SECTION 2.08.140 PLANS and PERMITS

1. The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in application for a permit and the plans, specifications and other data filed therewith conform to the requirements of the Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a permit therefore to the applicant.
2. When the Building Official issues the permit where plans are required, the Building Official shall endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified and altered without authorizations from the Building Official, and all work regulated by the Building Code shall be done in accordance with the approved plans.
3. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of the Building Code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted.

SECTION 2.08.150 RETENTION of PLANS

One set of approved plans, specifications and computations shall be retained by the Building Official for a period of not less than 2 years from the date of completion of the work covered therein and one set of approved plans and specifications shall be returned to the applicant, and the returned set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

SECTION 2.08.160 **VALIDITY of PLANS**

1. No permit shall be issued if the parcel of land or the use of the land on which the building, structure, or equipment is to be placed, erected, altered, equipped or used is in violation of any Curry County ordinance or code.
2. The issuance or granting of a permit or approval of plans, specification and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the Building Code or of any other Curry County ordinance or code. Permits presuming to give authority to violate or cancel the provisions of the Building Code or other Curry County ordinance or code shall not be valid.
3. The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in the plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of the Building Code or of any other Curry County ordinance or code.

SECTION 2.08.170 **EXPIRATION of APPLICATIONS, PLANS and PERMITS**

1. Applications for which no permit is issued within 180 days following the date of the application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.
2. Every permit issued by the Building Official under the provisions of the Building Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.
3. Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended without justifiable cause demonstrated in writing.

SECTION 2.08.180 **WORK WITHOUT PERMIT; INVESTIGATION FEES**

1. Whenever any work for which a permit is required by the Building Code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
2. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Code nor from any penalty prescribed by law.

SECTION 2.08.190 **PERMITS NOT TRANSFERABLE**

A permit issued to one person or firm is not transferable and shall not permit any other person or firm to perform any work thereunder.

SECTION 2.08.200 **SUSPENSION; REVOCATION**

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of the Building Code whenever the permit is issued in error on the basis of incorrect information supplied, or in violation of any provision of the Building Code.

SECTION 2.08.210 **INSPECTIONS**

1. It shall be the duty of the permit holder or the permit holder's agent to request all necessary inspections in a timely manner, provide access to the site, and provide all necessary equipment as determined by the Building Official. The permit holder shall not proceed with the building construction until authorized by the Building Official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permit holder to remove or replace any material required for proper installation shall be the responsibility of the permit holder or the permit holder's agent.
2. Work requiring a permit shall not be commenced until the permit holder or the permit holder's agent has posted or otherwise made available a inspection record card such as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained available by the permit holder until final approval has been granted by the Building Official.

SECTION 2.08.220 **PUBLIC NUISANCE**

The erection, construction, reconstruction, alteration, maintenance, installation or use of any building, structure, manufactured dwelling, or mobile home in violation of the Building Code shall be deemed a nuisance and may be enjoined, abated or removed.

SECTION 2.08.230 **JURISDICTION**

The Circuit Court for the State of Oregon for the County of Curry has jurisdiction over any and all violations of the Building Code.

SECTION 2.08.240 **REMEDIES NOT EXCLUSIVE**

None of the remedies available to the County as set forth in the Building Code are exclusive. Nothing in the Building Code shall preclude any remedy otherwise available to the County, either in law or equity.

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Ordinance 2022-02 Ziplly Fiber Franchise Agreement

ITEM NO: 8 b.

Attached is a copy of the Ziplly Franchise Agreement. There were changes that were suggested in the April 2022 City Council Meeting. Those changes were made, discussed and ultimately approved in the May 2022 meeting. Those changes were the franchise fee of 7% and the increase of the insurance to \$2,000,000 . This is the final "draft" of the Ordinance and is ready for a vote to adopt the franchise agreement into our Municipal Code.

Suggested Motions:

Motion to have Ordinance passed in 1 night with 2 readings.

I make a motion that the city council adopt the Ziplly Fiber Franchise Agreement Ordinance 2022-02 in one meeting with both reading this evening.

(If the vote is unanimous to adopt in one meeting, then please see one meeting adoption motion)

(If the vote is **NOT** unanimous, please proceed to the TWO meeting adoption motion below)

Motion to have Ordinance adopted in 1 meeting.

I make the motion that the City Council adopt Ziplly Fiber Franchise Agreement Ordinance 2022-02 and approve the first and second readings by title only to take effect 30 days from June 16, 2022 which is July 16,2022.

Motion to have Ordinance adopted in 2 meetings.

I make a motion that the City Council adopt the Ziplly Fiber Franchise Agreement Ordinance 2022-02 and approve the first reading by title only.

Motion to table discussion and or Adoption of Ordinance

I make a motion that the City Council table the discussion and adoption of the Ziplly Fiber Franchise Agreement Ordinance 2022-02 for an additional month.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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**ORDINANCE NO.
2022-02**

**AN ORDINANCE GRANTING TO ZIPLY FIBER NORTHWEST, LLC DBA
"ZIPLY FIBER", AN DELEWARE LIMITED LIABILITY COMPANY, A
FRANCHISE TO CONSTRUCT, OPERATE and MAINTAIN A
TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF PORT
ORFORD OREGON,**

WHEREAS: Ziplly Fiber Northwest, LLC dba Ziplly Fiber, a Delaware Limited Liability Company, 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: 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 Ziplly Fiber Northwest, LLC hereinafter referred to as "Ziplly Fiber", a 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 as may be necessary to minimize public inconvenience.

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 any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

5.4 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 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 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.

6.2 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.

6.3 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

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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 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. 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 \$2,000,000, for each occurrence of bodily injury and \$2,000,000 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 Franchisee.

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 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.

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 (7%) 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.

11.1 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.

11.2 Payment of Franchise Fees. Payments due under this provision shall be computed and paid annually for the preceding year payable no later than 45 days after 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 for which payment is made.

11.3 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 in, or to levy upon the property of Franchisee.

11.4 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.

11.5 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.

11.6 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 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.

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: Jessica Ginsburg
Title: City Manager
Address: P.O. Box 310
Port Orford, OR 97465
Phone: (541) 332-3681
Facsimile: (541) 332-3830

Name: Legal Department
Title: Zply Fiber
Address: 135 Lake Street South, Suite 155,
Kirkland, WA 98033
Phone: (503) 431-0458
Email: Legal@zply.com

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 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 _____, 2022.

APPROVED: _____
City of Port Orford Mayor, Pat Cox

Approved as to form:

City Recorder. Jessica Ginsburg

Accepted: _____, 2022

Ziply Fiber

By _____

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Daniel Kearns- STR Attorney

ITEM NO: 8 c.

At the City Council Meeting in May 2022 it was approved for Jessica, the City Administrator, to sign a contract with Daniel Kerns to assist the City of Port Orford in creating the Short Term Rental Ordinance. I have attached a copy of the agreement that was sent to us by Mr. Kerns for your information. After discussion with Mr. Kerns we had decided that the best way for us to be able to control the hours is for me to be the "gate keeper". We decided that he would give the City of Port Orford some ideas on things that have worked and some that didn't work with other cities. I would bring those to the Planning Commission meetings and get additional feedback, of items that they want to include in the code and bring those items to Daniel for his advice. We started this process for the June Planning commission meeting. He gave me the following items to bring up as a starting point: 1) the amount that we have for the Vacation Rental Business Licenses should increase significantly. 2) trying to have a certain distance between vacation rentals becomes a huge headache because a lot of times it comes to breaking out a measuring tape. 3) Non Transferable business licenses are a must. But if the house does sell we can give the new buyer a time frame, like 30 days, in order to apply for a new license.. These are just some of the examples that we discussed.

Attached after the copy of the contract is a copy of the Hood River Ordinance for Vacation Rentals. Could the council open a discussion on the items that they would like to see within the City of Port Orford Ordinance so I can bring those suggestions to both Daniel and the Planning Commission?

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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Reeve Kearns PC

Attorneys at Law

510 American Bank Building
621 S.W. Morrison Street
Portland, Oregon 97205
Voice Mail: 503-225-1127
Email: dan@reevekearns.com

Daniel H. Kearns
Direct Dial: 503-997-6032

June 2, 2022

Jessica Ginsburg
City Administrator
PO Box 310
Port Orford, OR 97465

SENT VIA E-MAIL
jginsburg@portorford.org

**Re: City of Port Orford, Land Use and Short-term Rental Advice
Letter of Engagement**

Dear Jessica:

This letter is to confirm and supplement the conversations we have had over the past few weeks concerning the City Council's desire for advice and assistance in formulating a regulatory program for short-term rentals (STRs). This letter also sets forth the scope and terms of my representation of the City of Port Orford in this matter. After reviewing this letter, if you agree with its terms, please sign and return the Professional Services Agreement at the end.

Briefly, the Council desires to regulate two principal aspects of STRs: (1) reduce the number of STRs in the City's residential neighborhoods by adopting a system to limit STR numbers and keep them limited and (2) reduce the nuisance impacts of STRs by adopting a regulatory program that provides clear and objective operational standards that are easy to understand, monitor and enforce. The program should be financially self-sustaining and not a drain on the City's general fund. The Council also seeks advice on a process for formulating such a program that presumably includes a measure of community input and public participation.

As I mentioned, the vehicle for both sets of regulations should be a new chapter in Title 5 (Business Licenses and Regulations) of the Port Orford Municipal Code (POMC). A STR license would be a special city business license unique to STRs. It is critical that this new chapter not be contained in the City's development code to keep its provisions from being confused with land use regulations, which would subject it to the state law requirements for land use regulations and land use decisions. That said, it is acceptable that the new chapter reference and acknowledge the City's development code and zoning, with some references to STRs in the development code. Here is a link to Hood River's STR regulations in Chapter 5.10 of the Hood River Municipal Code: <https://hoodriver.municipal.codes/HRMC/5.10>. Hood River has a few minor provisions in its development code that apply to STRs, but the main regulations that really limit STRs are in the STR licensing chapter HRMC 5.10.

As I mentioned, I am not a fan of setting numeric caps density limitations because they are politically difficult to set and administratively difficult to implement. A key objective should be to establish a set of regulations that limit the number of STRs and allow several years for the new requirements to be fully implemented. A 5-year amortization period was ratified by the Oregon Supreme Court in a 1993 case upholding Cannon Beach's STR regulations. You do not want a new program limiting STR numbers that is prospective only and which protects existing STRs. I like Hood River's approach that limits STR licenses to owner-occupied homes, where the home is the owner's principal residence, in which case the home can be short-term rented up to 90 nights per year. The number of nights is a policy choice for the Council, but the primary residency requirement is a critical limitation. This approach obviates the need for caps and is easy to implement as a STR licensing requirement. The new regulations should also impose requirements on the STR property, such as limits on bedrooms, occupancy limits, on-site parking, mandatory garbage service, a local contact that can respond within 20 minutes to a complaint, etc. In short, if either the applicant or the property do not meet the licensing requirements, the city does not issue a STR license. Also, the new STR licensing program should charge a sufficient application fee (and annual renewal fee) to pay for the program's administration, one that reflects the annual profitability of STRs in the Port Orford market.

Second, the STR regulations should reflect and integrate with the City's existing Transient Lodging Tax (TLT) in POMC Ch. 3.08. I notice that the City's TLT regulations were last revised in 2012. You should consider a new up-date and revision to reflect how on-line booking intermediaries such as AirBNB, VRBO and Vacasa, function and can serve as TLT collection agents. I have attached a 2020 up-date to Chapter 5.09 of the Hood River Municipal Code that includes these updates: <https://hoodriver.municipal.codes/HRMC/5.09>

Finally, the process for adopting a new set of regulations can be protracted or fairly rapid (try to keep it under one year) if the Council is committed to adopting something in particular. Often city councils are not so focused and tend to send the request for new STR regulations off to an open-ended public process before an advisory body for one to two years of hearings. While I do recommend an advisory body take testimony on a particular set of regulations, and I recommend that any such advisory body have a diverse representation of community stakeholders, I do not recommend it hold hearings for more than a few months. Also, if the planning commission is involved in the process, it must be made clear to the members that these STR regulations are not land use regulations, but are instead business licensing regulations. The product is not a "land use decision," and it is not appealable to LUBA.

These procedural objectives can be achieved if the process starts with a relatively complete and clear proposal that focuses the discussion, rather than an amorphous set of principles that inspires protracted hearings. This will require the City Council to formulate a regulatory program sooner rather than later and send it through a public hearing process. It would be quicker if the Council conducts the hearings itself rather than using an advisory body or the planning commission, but these hearings can be bruising for elected officials.

Concurrently, the City should strive through enforcement to get all currently operating STRs registered, with a current general business license, and paying the City's TLT. This will

Reeve Kearns P.C.

June 2, 2022

Page 3

establish the pool of lawful STRs. Consider whether the City should adopt a moratorium on new STR licenses while the new regulations are under consideration. This will make it much easier to implement whatever new program the Council adopts. Especially when the hearings and vetting period take several years, I have seen massive numbers of homes apply for STR licenses just to get in the door before the new regulations take effect.

For this work, I will charge at a rate of \$250 per hour for all attorney time, plus expenses such as filing fees, Xeroxing, long-distance telephone, mileage for travel, messenger fees, faxes and the like. My firm will provide you with monthly statements that itemize all attorney time and costs incurred. In that way, you can monitor the cost of my work and progress. I will not require a retainer but require payment of all bills within 30 days of presentment, after which unpaid balances will accrue interest at the rate of 9% per year. The City's failure to pay a bill when due, however, could result in my immediate cessation of work on the matter, and I reserve the right to withdrawal from representation at any time without notice for non-payment.

If these terms are acceptable, please sign and return to me the Professional Services Agreement below indicating the City's approval. I will coordinate directly with you and you should consider when you need me to draft anything or interact directly with the City Council or other public body. I am city attorney and a land use hearings officer for several jurisdictions, which have regular meeting schedules that I will need to coordinate with. I look forward to working with you and the Council to formulate a proposal and move it through a public process to adoption. Thank you.

Sincerely,



Daniel Kearns

Professional Services Agreement

I have reviewed, understand and agree with the terms and scope of work described in the preceding June 2, 2022 letter from Daniel Kearns to Jessica Ginsburg.

For the City of Port Orford:

Jessica Ginsburg, City Administrator

Date

THIS IS A LEGALLY BINDING AGREEMENT

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Chapter 5.10

SHORT-TERM RENTAL OPERATING LICENSE

Sections:

5.10.010	Title.
5.10.020	Purpose and scope.
5.10.030	Definitions.
5.10.040	Annual short – Term rental operating license required.
5.10.050	Application and fee.
5.10.060	Term of annual license and transferability.
5.10.070	Operating license and license renewal.
5.10.080	Criteria for approval of an operating license and operating license renewal.
5.10.090	Additional operational requirements.
5.10.100	Violations.
5.10.110	Penalties.
5.10.120	Appeals of short-term rental operating license determinations.
5.10.130	Discontinuance of short-term rental occupancy.
5.10.140	Remedies not exclusive.

Legislative History: Ord. 2028 (2016)

5.10.010 Title.

The provisions of this chapter are intended to authorize and regulate the short-term rental of residential dwelling units on all property within the City of Hood River. To that purpose, there is added to the Hood River Municipal Code Chapter [5.10](#) entitled "Short – Term Rental Operating License," and those sections and subsections set forth below.

5.10.020 Purpose and scope.

A. This ordinance provides reasonable and necessary regulations for the licensing of short-term rental of residential dwelling units in order to:

1. Ensure the safety, welfare and convenience of renters, owners and neighboring property owners throughout Hood River.
2. Balance the legitimate livability concerns with the rights of property owners to use their property as they choose.

3. Recognize the need to limit short-term rental options within the neighborhoods to ensure compatibility, while recognizing the benefits of short-term rentals in providing recreation and employment opportunities, as well as transitional housing and business or hospital related short stays.

4. Help maintain the City's needed housing supply for residential use.

5. Protect the character of the City's neighborhoods by limiting the number and concentration of full-time short-term rentals in residential zones. In the adoption of these regulations, the City finds that the transient rental of dwelling units has the potential to be incompatible with surrounding residential uses. Therefore, special regulation of dwellings listed for transient occupancy is necessary to ensure that these uses will be compatible with surrounding residential uses and will not materially alter the neighborhoods in which they are located.

B. A short-term rental license is a permission to operate a short-term rental in accordance with this chapter. An operating license may be terminated or revoked if the standards of this chapter are not met or the dwelling is sold or otherwise transferred as defined in this chapter. This chapter provides an administrative framework for licensing the annual operation of a short-term rental.

C. The regulations of this code are not intended to permit any violation of the provisions of any other law or regulation.

D. Exemption of a use from the provisions of this chapter shall not exempt the use from other applicable provisions of this Code.

5.10.030 Definitions.

A. Applicant(s) means an owner(s) of a dwelling unit who applies to the City for a short-term rental operating license.

B. Authorized agent is a property management company or other entity or person who has been designated by the applicant or licensee, in writing, to act on their behalf. The authorized agent may or may not be the designated representative for purposes of contact for complaints.

C. City Manager means the City Manager or his or her designee.

D. Hosted homeshare means the transient rental of a portion of a dwelling while the homeowner is present. For the purposes of this Title, "present" means the homeowner is staying in the dwelling overnight.

E. Licensee means the owner(s) of a dwelling unit who holds a short-term rental operating license.

F. Non-transient rental means to rent a dwelling unit or room(s) for compensation on a month-to-month basis, or for a longer period.

G. Owner(s) means the natural person(s) or legal entity that owns and holds legal or equitable title to the property. If the owner is a business entity such as a partnership, corporation, limited liability company, limited

partnership, limited liability partnership or similar entity, all persons who own an interest in that business entity may be considered an owner.

H. Short-term rental means a Hosted Homeshare or Vacation Home Rental.

I. Short-term rental operating license means the regulatory license required by HRMC [5.10.030](#) and described in this chapter. It will be referenced as an “operating license.”

J. Transfer means the addition or substitution of owners not included on the original license application, whether or not there is consideration. If multiple owners exist on a license, individual owners may be removed from the license without constituting a transfer.

K. Transient rental means to rent a dwelling unit or room(s) for compensation on less than a month-to-month basis.

L. Vacation home rental means the transient rental of an entire dwelling unit.

M. Daytime means between the hours of 7:00 am to 10:00 pm

N. Overnight means between the hours of 10:00 pm to 7:00 am the following day

5.10.040 Annual short – Term rental operating license required.

No owner of property within the Hood River City limits may advertise, offer, operate, rent, or otherwise make available or allow any other person to make available for occupancy or use a short-term rental without a short-term rental operating license. Advertise or offer includes through any media, whether written, electronic, web-based, digital, mobile or otherwise.

5.10.050 Application and fee.

A. *Application Required.* Applications for an operating license shall be on forms provided by the City, demonstrating the application meets the standards required by this chapter. The applicant or authorized agent shall certify the following information to be true and correct:

1. *Owner/Applicant Information.* Applicant's name, permanent residence address, telephone number, and the short-term rental address and telephone number.
2. *Proof of Residential Use* (for conforming short-term rentals within the R-1, R-2 or R-3 zones only). The residential use of a dwelling unit shall be established through its continued use as the primary residence of the property owner. The applicant shall provide at least two of the following items as evidence that the dwelling is the primary residence of the owner:
 - A copy of the voter registration.
 - A copy of an Oregon Driver's License or Identification Card.

- A copy of federal income tax return from last tax year (page 1 only financial data should be redacted).
3. *Representative Information.* The applicant shall provide the name, telephone number, address and email of a local representative (which can be a person or company) who can be contacted concerning use of the property or complaints related to the short-term rental, as set forth in HRMC [5.10.080](#). For the purposes of this requirement, local means the representative's address is within a 30 minute travel time of the subject property.
 4. *Parking.* Statement that required parking spaces are available, with a dated photo(s) submitted of interior and exterior parking spaces. A site plan including a parking diagram of these parking spaces shall also be submitted.
 5. *Occupancy.* Occupancy limits and number of bedrooms.
 6. *Good Neighbor Guidelines.* Acknowledgment of receipt and review of a copy of the City's good neighbor guidelines. In addition, evidence that the City's good neighbor guidelines has been effectively relayed to short-term rental tenants, by incorporating it into the rental contract, including it in the rental booklet, posting it online, providing it in a conspicuous place in the dwelling unit, or a similar method.
 7. *Listing Number.* If they advertise, the listing numbers or website addresses of where the short-term rental advertises (such as the VRBO/Airbnb/rental website number, account number, URL, etc.).
 8. A completed checklist for fire safety as required by HRMC [5.10.080\(C\)\(2\)](#).
 9. Proof of garbage service as required by HRMC [5.10.080\(C\)\(3\)](#).
 10. Such other information as the City Manager or designee deems reasonably necessary to administer this chapter.
- B. *Incomplete Application.* If a license application does not include all required materials, the application will be considered incomplete and the City will notify the applicant, in writing, explaining the information required. If the applicant provides the missing required information within 30 calendar days of the date of the notice, the application will be reviewed. If the applicant does not provide the required information, the application will be deemed withdrawn and the City may refund all or a portion of the application fee.
- C. *License Fee.* The fee for application for a short-term rental operating license or license renewal shall be as established by resolution of the City Council.

5.10.060 Term of annual license and transferability.

- A. *Term.* A short-term rental operating license shall be renewable annually on or before January 15th, the license may be renewed annually for up to four years by the licensee or authorized agent provided all applicable standards of this chapter are met. If an authorized agent changes during the operating license period, the licensee shall timely notify the City in writing of the change.

B. *Transferability.* The operating license shall be issued in the name of the licensee(s) and is not transferable.

5.10.070 Operating license and license renewal.

A. *License Must Be Obtained.*

1. An operating license shall be obtained and renewed as required in this section. The permission to operate a short-term rental in the City of Hood River shall be revoked for failure to obtain or renew a license to operate as provided in this chapter.
2. The maximum number of nights per year which a short-term rental may be operated shall be in accordance with HRMC [17.04.115](#) and as specified below. The license shall specify whether the short-term rental will be operated as a hosted homeshare or a vacation home rental; however, the number of nights allowed is the maximum number for all short-term rental use of the subject property. The maximum number of nights shall be indicated on the license and shall not be exceeded.

Short-term rentals in C-1 and C-2 zones:	365 nights /year
Conforming short-term rentals in R-1, R-2 and R-3 zones:	90 nights /year
Existing non-conforming short-term rentals in R-1, R-2 and R-3 zones:	See HRMC 5.10.070.A.3

3. *Existing Nonconforming Short-term Rentals within the R-1, R-2 and R-3 zones.* For the purposes of this section, an existing non-conforming short-term rental is one which meets all of the standards and criteria in HRMC 17.04.115.D. The extent of the non-conformity shall be limited to the maximum number of nights of transient rental which previously occurred in any one calendar year, 2013 through October 13th, 2016. The applicant has the burden of proving by a preponderance of credible evidence all of the elements of a nonconforming hosted homeshare or vacation home rental.

B. *Application and Renewal Application Process.*

1. *Existing Short-term Rentals.* Existing short-term rentals may continue to operate until such time as the City has approved or denied the application. If approved, the license may be renewed annually thereafter in accordance with subsection C, below. If denied, operation of the short-term rental must cease within 30 days. Failure to submit an application as required by this section shall result in the loss of all non-conforming use status.
2. *New Short-term Rentals.* A license shall be obtained before beginning operations. A completed operating license application and fee may be submitted and issued at any time. The license may be renewed annually thereafter in accordance with subsection C, below.

C. *Renewal Standards.*

1. Operating licenses may be renewed by the licensee annually for up to four years after the year of issuance.
 2. The City will review an application for operating license renewal and issue a renewal provided all the standards in this chapter continue to be met. If not met, the City will not renew the operating license and the property shall not be used as a short-term rental.
- D. A decision on an operating license application or renewal may be appealed as provided in HRMC [5.10.120](#).

5.10.080 Criteria for approval of an operating license and operating license renewal.

- A. The applicant has the burden of proof to demonstrate compliance with each applicable criterion for approval or renewal of the operating license. The approval criteria also operate as continuing code compliance obligations of the owner. Staff may verify evidence submitted and the applicant shall cooperate fully in any investigation.
- B. To receive approval, an applicant must demonstrate that all approval criteria listed below has been satisfied:
1. *Zoning.* The property is in compliance with requirements of HRMC Title [17](#) (Zoning).
 2. *Contact Information.* The applicant or authorized agent has provided information sufficient to verify a qualified person will be available to be contacted about use of the short-term rental during and after business hours. The licensee or representative shall be available to be contacted by telephone to ensure a response to the short-term rental address at all hours (24 hours a day, seven days a week) while the dwelling unit is occupied for rent. Response must be within 30 minutes. The designated representative may be changed from time to time throughout the term of the license. To do so, the license information shall be revised with the City at least 14 days prior to the date the change takes effect, except when the failure to do so is beyond the licensee's control. In an emergency or absence, contact forwarding information to a qualified person may be provided for the licensee or representative. In the case of Hosted Homeshares, the contact person shall be the permanent resident who will be hosting the transient accommodations.
 3. *Notice to Neighbors.* For Vacation Home Rentals, the licensee or authorized agent shall either: (a) provide an annual mailing or otherwise distribute by hand, a flier to neighbors within a 250-foot radius of the short-term rental property address containing the operating license number and owner or representative contact information, or (b) post a small placard or sign as specified by the City on the property in proximity to the adjacent street advising neighbors and tenants of the same information where it can be seen from the public right-of-way.

The purpose of this notice is so that adjacent property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the short-term rental. If the permanent contact information changes during the license period, the new information must be mailed or distributed again, or changed on the placard or sign.

- C. *Health and Safety.*

1. *Responsibility.* It is the licensee's responsibility to assure that the short-term rental is and remains in substantial compliance with all applicable codes regarding fire, building and safety, health and safety, and other relevant laws.
 2. *Fire and Emergency Safety.* A completed checklist for fire safety (fire extinguishers, smoke alarms, carbon monoxide detectors, etc.) shall be required with each annual operating license application and renewal. The licensee shall be responsible for completing the fire safety checklist and ensuring continued compliance. Verification by the City shall be required prior to issuance of a license and may be required for each renewal at the City Manager's discretion.
 3. *Solid Waste Collection - minimum service requirements.* During all months that the dwelling is available for transient accommodation, Vacation Home Rentals shall have weekly solid waste collection service with assisted pick-up provided by the solid waste provider, if available. For the purposes of this section, assisted pick-up means the collection driver retrieves the cart from the driveway, rolls it out for service, and then places it back in its original location.
- D. *Mandatory Postings.* The short-term rental license issued by the City (or a copy thereof) shall be displayed in a prominent location within the interior of the dwelling adjacent to the front door. The license will contain the following information:
1. A number or other identifying mark unique to the short-term rental operating license which indicates the license is issued by the City of Hood River, with the date of expiration;
 2. The name of the licensee or representative and a telephone number where the licensee or representative may be contacted;
 3. The number of approved parking spaces;
 4. The maximum occupancy permitted for the short-term rental;
 5. Any required information and conditions specific to the operating license;
 6. Day of week of trash pickup;
 7. The property address; and
 8. The City of Hood River official logo.
- E. The licensee shall be in compliance with the Hotel Tax Code pursuant to HRMC Chapter [5.09](#), and subject to the Tax Administrator's authority under that chapter.
- F. *Parking.*
1. One (1) hard surfaced off-street parking space shall be provided for every two bedrooms. In calculating the number of spaces required, the total shall be rounded up. Parking areas shall not be located in the front yard. If the garage is to be utilized to meet the parking requirement, a photo of the interior of the garage shall

be submitted to show the garage is available for parking. Required parking may be permitted on another lot within 250 feet of the subject property with a shared parking agreement or proof of legal parking access.

2. A parking diagram of the approved parking spaces shall be provided to tenants and be available in a prominent location within the short-term rental dwelling.

5.10.090 Additional operational requirements.

A. *Advertising and License Number.* The licensee or authorized agent shall put the annual operating license number on all advertisements for the specific property, if legally possible.

B. *Complaints.*

1. *Response to Complaints.* The licensee or representative shall respond to neighborhood questions, concerns, or complaints in a reasonably timely manner depending on the circumstances.

2. *Record of Response.* The licensee or representative shall maintain a record of complaints and the actions taken in response to the complaint, if relevant, in an electronic or written manner deemed reasonable to document the interaction. If kept, this record can then be made available for City inspection upon request to investigate a complaint.

C. *Inspection.* Upon application for an operating license all short-term rentals shall be subject to inspection by the City for compliance with this section.

1. The City Manager may conduct a site visit upon an application for a short-term rental to confirm the number of bedrooms (as defined by the International Building Code) stated on the application and the number, location and availability of on-site parking spaces. The site visit will be coordinated with the applicant and be conducted during the City's normal business hours, and with reasonable notice.

2. The City Manager may visit and inspect the site of a short-term rental to ensure compliance with all applicable regulations, during the City's normal business hours, and with reasonable notice and other procedural safeguards as necessary. Code violations shall be processed in accordance with HRMC Title [1](#).

D. *Specific Prohibitions.* The following activities are prohibited on the premises of a Short-term Rental during periods of transient rental:

1. *Events.* Examples of events include, but are not limited to, company retreats, weddings, rehearsal dinners, etc.

2. Unattended barking dogs.

3. Activities that exceed noise limitations set by HRMC Title [8.09](#).

E. The maximum overnight occupancy for the dwelling shall be limited to two persons per bedroom (as defined by the International Building Code) and two additional persons (e.g., a two-bedroom dwelling is permitted a maximum overnight occupancy of six persons). The maximum daytime occupancy shall be limited to the overnight

occupancy plus six additional persons (e.g., a two-bedroom dwelling is permitted a maximum daytime occupancy of twelve).

F. *Administrative Rules.* The City Manager shall have the authority to establish administrative rules and regulations consistent with the provisions of this chapter for the purpose of interpreting, clarifying, carrying out, furthering, and enforcing the provisions of this chapter. A copy of such administrative rules and regulations shall be on file in the Office of the City Recorder and be posted on the City website.

5.10.100 Violations.

In addition to complaints related to nuisance and noise and other violations of the HRMC, the following conduct also constitutes a violation of this chapter and is a civil infraction:

- A. The discovery of material misstatements or providing of false information in the application or renewal process.
- B. Representing a dwelling as available for occupancy or rent as a short-term rental where the owner does not hold a valid operating license issued under this chapter, or making a short-term rental available for use, occupancy or rent without first obtaining a valid operating license.
- C. Advertising or renting a short-term rental in a manner that does not comply with the standards of this chapter.
- D. Failure to comply with the substantive standards of HRMC [5.10.080](#) and HRMC [5.10.090](#).

5.10.110 Penalties.

- A. In addition to the fines and revocation procedures described below, any person or owner who uses, or allows the use of, or advertises, property in violation of this chapter is subject to the enforcement authority of HRMC Title [1](#).
- B. Each twenty-four hour period in which a dwelling is used, or advertised, in violation of this chapter or any other chapter of the HRMC shall be considered an occurrence for calculation of the following fines:
 - 1. The first occurrence of one or more violation(s) will incur a warning or other fine amount otherwise specified in HRMC, whichever is greater.
 - 2. A second occurrence of one or more violation(s) within a 12-month period is subject to a \$250 fine or other fine amount otherwise specified in HRMC, whichever is greater.
 - 3. A third occurrence and all subsequent occurrences of violation(s) within a 12-month period is subject to a \$500 fine or other fine amount otherwise specified in HRMC, whichever is greater.
- C. *Revocation.* The following actions are grounds for immediate revocation of an operating license:

1. Failure to renew an operating license as set forth in HRMC [5.10.070](#) while continuing to operate a short-term rental.
2. The occurrence of three or more violations within a 12-month period resulting in fines pursuant to 5.10.110.B3.
3. The discovery of material misstatements or providing of false information in the application or renewal process is grounds for immediate revocation of the operating license.
4. Such other violations of this chapter of sufficient severity in the reasonable judgment of the City Manager, so as to provide reasonable grounds for immediate revocation of the operating license.

D. *Notice of Decision/Appeal/Stay.* If the operating license is revoked as provided in this section, the City Manager shall send written notice of revocation to the licensee stating the basis for the decision. The notice shall include information about the right to appeal the decision and the procedure for filing an appeal. The licensee may appeal the City Manager's decision to revoke the operating license under the procedures set forth in HRMC [5.10.120](#). Upon receipt of an appeal, the City Manager shall stay the revocation decision until the appeal has been finally determined by the Hearing Officer.

5.10.120 Appeals of short-term rental operating license determinations.

- A. *Filing Requirements – Notice.* The licensee or authorized agent may appeal a short-term rental operating license decision to deny or revoke an operating license under HRMC [5.10.100](#).
- B. *Authority to Decide Appeal.* The Hearings Officer shall be responsible for determining an appeal of a decision approving or denying an application or renewal application for an operating license, or revoking or suspending an operating license, in any zone.
- C. *Time for Filing.* An appellant is required to file a written notice of appeal including the basis for the appeal within 14 calendar days of the license determination being appealed. This requirement is jurisdictional and late filings shall not be allowed.
- D. *Fee for Appeal.* The City Council may establish by resolution a fee for filing an appeal, which shall be jurisdictional.
- E. *Procedures.* The City Manager may establish administrative procedures to implement the appeal procedures provided in this section, including any required forms. The Council may adopt procedures for hearings not in conflict with this section, including but not limited to time limits on oral testimony and limitations on written argument.
- F. *Hearing.* Within 35 days of receiving the notice of appeal, the City Manager shall schedule a hearing on the appeal before the Hearings Officer. At the hearing, the appellant shall have the opportunity to present evidence and arguments as may be relevant. The Hearings Officer may direct the City Attorney to draft findings of fact and interpretations of code or law to be considered at a later meeting.

G. *Standard of Review and Decision.* The Hearings Officer shall determine whether the City's decision was based on a preponderance of the evidence. A decision of the Hearings Officer shall be based on the evidence received, in writing and signed by the chair, no later than 30 days after the close of the hearing. The Hearings Officer may determine not to suspend or revoke the license, or to revoke or suspend the license. If the Hearings Officer upholds the decision to revoke the operating license, the Hearings Officer shall order the licensee to discontinue use as a short-term rental. If the Hearings Officer reverses the decision to revoke the operating license, the operating license shall be continued.

H. *Finality.* The Hearings Officer's decision shall be final on the date of mailing the decision to the appellant. The Hearings Officer's decision is the final decision of the City and is appealable only by writ of review to Circuit Court.

5.10.130 Discontinuance of short-term rental occupancy.

A. *After Revocation.* After a short-term rental operating license has been revoked, the dwelling unit may not be used or occupied as a short-term rental unless a subsequent license is granted, and the licensee whose license has been revoked shall not be eligible to reapply for a short-term rental license for short-term rental occupancy of the same property for a period of two years.

B. *After Expiration.* If a short-term rental operating license expires, the dwelling unit may not be used or occupied as a short-term rental until such time as a subsequent license has been granted for that property.

5.10.140 Remedies not exclusive.

The remedies provided in this chapter are in addition to, and not in lieu of, all other legal remedies, criminal and civil, which may be pursued by the City to address any violation of this code, the Development Code, or other public nuisance.

The Hood River Municipal Code is current through Ordinance 2067, passed March 28, 2022.

Disclaimer: The City Recorder's Office has the official version of the Hood River Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: cityofhoodriver.gov](http://cityofhoodriver.gov)

[Code Publishing Company](#)

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Forest Management Plan Contract

ITEM NO: 8 d.

Attached is the contract for the Forest Management Plan. This is needed to secure the Wilson Property.

Suggested Motions

Motion to Approve the Forest Management Plan Contract

I move for the City Council to Approve the contract between the City of Port Orford and Springboard Forestry LLC.

Motion to Deny the Forest Management Plan Contract

I move for the City Council to Deny the contract between the City of Port Orford and Springboard Forestry LLC.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "**Agreement**"), dated as of the last date on the signature line (the "**Effective Date**"), is by and between Springboard Forestry LLC, an Oregon Limited Liability Company (LLC), with offices located at 30151 NW Timber Rd, Timber, OR 97144 ("**Springboard**") and party named in the signature line ("**Customer**" and together with Springboard, the "**Parties**", and each a "**Party**").

BACKGROUND

Springboard has the capability and capacity to provide certain consulting services, and Customer desires to retain Springboard to provide such services, and Springboard is willing to perform such services under the terms and conditions set forth in this Agreement;

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Springboard and Customer agree as follows:

1. Services. Springboard shall provide to Customer the services (the "**Services**") set out in one or more statements of work (each, a "**Statement of Work**" or "**SOW**"). The initial accepted SOW is attached hereto as *Exhibit A*. Additional SOWs may be entered into between the parties.

2. Springboard Obligations. Springboard warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective SOW and this Agreement.
- (b) Using personnel or subcontractors of reasonable skill, experience and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

3. Fees, Expenses & Taxes.

3.1 Customer shall pay the fees set out in the respective SOW. Unless otherwise provided in the applicable SOW, fees will be payable within thirty (30) days of receipt by the Customer of an invoice from Springboard. Customer shall reimburse Springboard for all reasonable expenses incurred in accordance with the SOW.

3.2 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer, except Springboard's income, revenues, gross receipts, personnel or real or personal property or other assets.

3.3 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 9% per month or the highest rate permissible

under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Springboard for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Springboard shall also be entitled to suspend the provision of any Services if the Customer fails to pay any fees when due hereunder and such failure continues for seven (7) days following written notice thereof.

4. Customer Obligations. Customer shall:

4.1 Respond promptly to any reasonable requests from Springboard for instructions, information or approvals required by Springboard to provide the Services.

4.2 Cooperate with Springboard in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Springboard to provide the Services.

4.3 Take all steps necessary, including obtaining any required licenses or consents, to prevent delays in Springboard's provision of the Services.

4.4 Maintain, execute, and comply with all contracts with third-party operators.

4.5 Ensure compliance with all laws, regulations, and rules, specifically all public procurement regulations and environmental laws.

5. Work Product Ownership. All documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Springboard in the course of performing the Services, including any items identified as such in the SOW (collectively, the "**Deliverables**") shall be owned by Customer, which shall have all right, title and interest therein. Springboard may not utilize all or any part of the Deliverables for any other purpose.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Springboard in the course of performing the Services, (including any items identified as such in the SOW, collectively, the "**Deliverables**") shall be owned by Springboard. Springboard hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when

disclosed and within five (5) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

8. Term, Termination and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section 8.2 or Section 8.3 below.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.

8.3 Notwithstanding anything to the contrary in Section 8.2, Springboard may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due and such failure continues for seven (7) days after Customer's receipt of written notice of nonpayment.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL SPRINGBOARD BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT

SPRINGBOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL SPRINGBOARD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SPRINGBOARD PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

10. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of the SOW shall supersede and control.

11. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to Customer:

CUSTOMER NAME & ADDRESS:

Attention: _The City of Port Orford_____

_PO Box 310__Port Orford,OR 97465_____

Notice to Springboard:

Springboard Forestry LLC

Attention: Benjamin Hayes
30151 NW Timber Rd.

Timber, OR 97144

12. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to and signed by each Party.

13. Assignment. Springboard may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of service provider's assets without customer's consent.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, United States of America.

17. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by binding arbitration. Unless the parties otherwise agree, the arbitration will be administered by the Arbitration Service of Portland, Inc. (ASP) in accordance with ASP’s rules. Judgment on the award rendered by the arbitrator may be entered in the circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties. There will be one arbitrator who will be a business lawyer or will have such alternate qualifications that are mutually agreeable to the parties. Any arbitration will be conducted in Portland, Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

SPRINGBOARD FORESTRY LLC

By: Benjamin Hayes

Name & Title: _____

Date: _____

CUSTOMER: City of Port Orford

By: _____

Name & Title: Jessica Ginsburg City Admin.

Date: _____

ATTACHED EXHIBITS:

- **EXHIBIT A - INITIAL STATEMENT OF WORK**

EXHIBIT A- INITIAL SCOPE OF WORK

Draft Scope of Work for Business Oregon Grant Contract - Forest Management Planning Project

The City of Port Orford will work with Springboard Forestry to: (1) 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 (see attached maps) and (2) inform the City on how management of this property can be integrated into management/restoration of other parcels owned by the City.

The work will be done in consultation with the City and partners (watershed council, conservation organizations, and DEQ drinking water protection staff) to ensure it helps meet the long-term goal of maintaining the parcel as ecologically resilient forestland with minimal management intervention, except to address specific risks such as wildfire, invasive plants, or erosion. This project will be coordinated, as needed, with gorse management and community engagement efforts performed as part of project U20010 (Watershed Invasive Species Management and Control).

The sustainable forestry consultant will:

- (1) Work with the City to clearly establish and document long-term management objectives for the parcel, connect management of that parcel with neighboring city-owned parcels, and determine how that fits within overall goals for Hubbard Creek Watershed protection.
- (2) Characterize the parcel in terms of terrain and geography, historical context, and ecological services provided (e.g. erosion control, flood management, invasive plant control, hydrologic benefits, etc.)
- (3) Assess and document current forest characteristics, forest health condition, management objectives, existing water quality risks, and desired future conditions and timing for any needed management.
- (4) Assess and document forest health risks (e.g. wildfire, invasive species, climate change impacts, insect and disease, etc.)

(5) Develop management strategies for reducing risks over time (e.g. thinning from below to address ladder fuels, invasives removal/management, erosion control) and ensuring long-term resiliency of the forest land and resistance to disturbance.

(6) Produce a draft Multi-Resources Stewardship Plan that incorporates information listed above and meets requirements of likely funders for acquisition. Circulate for review by City and partners.

(7) Finalize Multi-Resource Stewardship Plan, share with partners, and present findings/present to City Council and staff.

Outreach:

(1) The City of Port Orford will work with the Port Orford Watershed Council, DEQ, and partners to develop a brochure for residents about best practices for drinking water protection. The Watershed Council and partners will assist in distributing this information to residents.

(2) Curry Watersheds Partnership or other watershed partners will assist with K-8 education about how drinking water can become contaminated by common land-use practices, along with actions to promote pollution prevention and land stewardship of watersheds.

Deliverables

Springboard Forestry will provide the following deliverables or sub-deliverables, project cost estimates may be shifted between deliverables:

1. Multi-resource Stewardship Plan covering the complete area of the watershed (\$16,000)
 - a. Sub-section with a specific forest management emphasis on the 160 acre parcel under current Conservation Fund Ownership, meeting DEQ requirements for management planning. (to be delivered by August 15, 2022)
 - b. Management practices and protocols for all City-owned parcels within the drinking water source area.
 - c. Landowner BMPs for non City-owned parcels within the drinking water source area
2. Map-set for internal and external use by the City and partners, for the drinking water source area. (\$4,500)
3. Educational brochure outlining BMPs for private landowners in the drinking water source area. (\$1,500)

4. Maps and content for K-8 brochure, to be produced by other partners. (\$500)

Payment

Springboard will complete all above deliverables on a time and expense basis, at the following rates, not to exceed a project total of \$22,500.

- Additional Springboard 2022 Rates:
 - Standard Forestry Consulting (Ben Hayes): \$95 / Hr
 - GIS / Financial Analyst: (Oliver Curtis): \$95 / Hr
 - Field Technician (Jake Barker / Chase Martin): \$75 / Hr
 - Mileage: 65c / mile
 - Mileage while towing: \$1.30 / mile
 - ATV / Snowmobile use: \$75 / day, UTV use: \$150 / day
 - Federal per-diem rate
 - Materials: Cost + 20%

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: MOU For the 31 Acre Lee Property

ITEM NO: 9a.

Attached is the MOU for the City Council to review with regards to the Lee Property that is 31 acres and on the Watershed.

I have also attached multiple e-mails and letters from the residents of port Orford expressing their support.

Suggested Motions

Motion to Approve the MOU for the 31 acre Lee Property

I move for the City Council to Approve the MOU between the City of Port Orford, Mary Lee and Wild Rivers Land Trust.

Motion to Deny the MOU for the 31 acre Lee Property

I move for the City Council to Deny the MOU between the City of Port Orford, Mary Lee and Wild Rivers Land Trust.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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**MEMORANDUM OF UNDERSTANDING
CONCERNING THE SALE OF THE "LEE" PROPERTY
TO THE CITY OF PORT ORFORD**

1. Parties

This Memorandum of Understanding ("MOU") is entered into by The City of Port Orford, with its address at 552 W 20th Street, Port Orford OR 97465 ("City"), Mary Largess Lee, with her address at 95434 North Bank Rogue River Road, Gold Beach OR 97444 ("Landowner") and Wild Rivers Land Trust, with its address at 832 Oregon Street, Port Orford OR 97465 ("Wild Rivers").

2. Purpose

This MOU outlines the nature of the intended collaboration between the City, the Landowner and Wild Rivers. The parties acknowledge and understand that they intend to work collaboratively to transfer ownership of Landowner's property to the City in order to protect the Drinking Water Source Area of the City of Port Orford. The property is comprised of 31 acres of land, more or less, in Township 32 South, Range 15 West, Section 33D, Taxlot #200, hereafter referred to as "the Land."

City intends to:

- Purchase the Land from the Landowner for conservation purposes by April 30th, 2023. This purchase will be dependent on the City securing appropriate funding from grants, loans or other sources.

Landowner intends to:

- Not sell or enter into agreements to sell the Land to other parties for the duration of this agreement.
- Review property valuation as determined by a Yellow Book appraisal and notify parties if sales price is accepted. If not acceptable, landowner reserves the right to terminate this agreement within 30 days of receiving appraisal documents and be released of any obligation to sell the property to Wild Rivers and the City.
- If the sales price is accepted, sell the Land to the City by April 30th 2023. If significant progress has been made toward a transaction, Landowner may choose to extend this deadline by agreement with the City and Wild Rivers.

Wild Rivers intends to:

- Pay for a Yellow Book appraisal of the property to be completed no later than September 1st, 2022.
- Assist the City with the fundraising for and acquisition of the Land as needed, at the request of the City.

3.0 Additional Provisions

3.1 This MOU is executed as of the date of last signature.

3.2 This MOU may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination.

3.3 This MOU is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures. The parties do not intend for this MOU to be a legally binding agreement.

3.4 By signature below, the City, Landowner and Wild Rivers certify that the signatories are authorized to act on behalf of the entities they are signing for in respect to matters related to this agreement.

IN WITNESS WHEREOF, all parties have executed this Memorandum of Understanding, as of the last date written below.

City of Port Orford

Signature

Printed Name

Title

Date

Mary Largess Lee

Mary Largess Lee
Signature

Mary Largess Lee
Printed Name

Landowner
Title

6/8/22
Date

Wild Rivers Land Trust

[Signature]
Signature

SCOTT FORDY
Printed Name

EXECUTIVE DIRECTOR
Title

06/08/2022
Date

Jessica Ginsburg

From: Paul Maree <pmaree20@gmail.com>
Sent: Thursday, June 9, 2022 3:15 PM
To: jginsburg@portorford.org
Subject: Please approve MOU on Mary Lee's property

Hello,

I urge you to approve the Memorandum of Understanding for Mary Lee's 31 acres of Forested land appearing at the City Council meeting on June 16th.

The extraordinarily healthy condition of this mature forest land contributes significantly to the quality and quantity of drinking water available for the City, as well as habitat for many wild native species.

This benefit of this intact forest will continue to increase in importance as the City grows and the impacts of climate change increase.

--
Thank you,
Paul

Jessica Ginsburg

From: Pyar Anderson <pyar.anderson@gmail.com>
Sent: Thursday, June 9, 2022 12:49 PM
To: jginsburg@portorford.org
Subject: North Fork of Hubbard Creek Acreage In PO Watershed

Follow Up Flag: Follow up
Flag Status: Flagged

Hi!

I'm writing in support of the MOU for purchasing the land owned by Mary Lee to be included in the Port Orford Watershed Council. As I'm sure you're aware, protecting our water supply is becoming more important and this is a significant piece of property for Port Orford's water supply.

So sincerely;

Pyar Anderson

--

Sent from Gmail Mobile

Jessica Ginsburg

From: Dianne Hosford <outlook_BF31B87327B661D2@outlook.com>
Sent: Thursday, June 9, 2022 11:41 AM
To: jginsburg@portorford.org
Subject: MOU

Follow Up Flag: Follow up
Flag Status: Flagged

Hi! As both a business owner (Crazy's) and a residential user of Port Orford city water, I urge the commission to get this done. I am seriously concerned about our water situation and we need to be taking ANY AND ALL steps going forward to remedy it!

Sincerely,
Dianne Hosford

Sent from [Mail](#) for Windows

Jessica Ginsburg

From: Erna <ernab9@gmail.com>
Sent: Thursday, June 9, 2022 11:30 AM
To: jginsburg@portorford.org
Subject: Water Impound
Attachments: water impound letter.odt

Follow Up Flag: Follow up
Flag Status: Flagged

Attached is a letter for consideration by the City Council at the next meeting. Thank you for your attention.

Jessica Ginsburg

From: Dana Gurnee <danascott000@gmail.com>
Sent: Thursday, June 9, 2022 10:39 AM
To: Jessica Ginsburg
Subject: Letter for the 6-16-22 Meeting Packet

Follow Up Flag: Follow up
Flag Status: Flagged

To: Mayor and City Councilors of Port Orford

From: Dana Gurnee, resident of Port Orford

Date: June 9, 2022

Dear People:

I understand that at the June 16, 2022, meeting of the Port Orford City Council, you will consider whether to enter into a Memorandum of Understanding regarding acreage in the watershed for the city's water impoundment.

As a longtime drinker and user of water, I ask that you **do** enter into this MOU.

Thank you,

Dana Gurnee / Port Orford

Jessica Ginsburg

From: Penny Suess <penny@net-gain.us>
Sent: Thursday, June 9, 2022 10:24 AM
To: Jessica Ginsburg
Subject: Please approve the MOU for the Lee property!

Follow Up Flag: Follow up
Flag Status: Flagged

From: Penny Suess, 834 Deady St., Port Orford

To: Port Orford City Council

Date: June 9, 2022

Councilors, I am writing to urge you to **approve** a matter before you at your June 16 meeting. This is the memorandum of understanding regarding purchase of the 31-acre Mary Lee property, at the north fork of Hubbard Creek. This pristine land will be a valuable addition to city-controlled watershed, helping to protect the source of the city's water now and for the future. Logging and other development activities could have a devastating impact on the creek, as well as native species of plants and animals that live around it.

I believe there is no better way to ensure that we continue to enjoy clean water than to protect it at the source! **Maintaining and upgrading the infrastructure that supplies the city is also crucial, but if there is NO WATER to tap, it will be futile.**

It is important to approve the MOU now, so that efforts to secure public and private funding for the purchase can begin and be completed in the year allowed.

Thank you for all you do!

Penny Suess



To the Port Orford City Council
June 7, 2022

Re: City of Port Orford Acquisition of 31-acre "Lee Property"

Wild Rivers Land Trust is a regional land trust based on the southern Oregon coast. We hold properties and conservation easements. Before we grew to serve our greater region as the Wild Rivers Land Trust, we began as the Elk River Land Trust. Port Orford has been the home of our organization since 1999 and we are proud to be a part of this community.

We are also proud of our City for the work they are undertaking to protect the North Fork Hubbard Creek watershed which is the drinking water source for Port Orford residents. We know that the City has faced many struggles with its drinking water system, from maintaining, retrofitting and upgrading the catchment and transportation infrastructure to mitigating for impacts to water quality from upstream land management. Due to past protection efforts, the City owns several tracts of land in the watershed. The forest on these properties helps to keep the streams which feed the North Fork Hubbard Creek reservoir cool, hold sediment, and act as a "sponge" to absorb water through the year and slowly release it back into the creeks. These benefits will only become more important in the coming years due to the expected impacts of climate change on our natural and human communities.

We understand that the City is now deciding whether to pursue the acquisition of an additional 31-acre tract of land known as the "Lee Property" to add to its current holdings in the watershed. To support this effort, Wild Rivers Land Trust has agreed to pay for an appraisal of the property with \$4,250 of our funds and a \$4,250 match from the Wild Rivers Coast Alliance. We look forward to assisting the City of Port Orford with the acquisition of this important property as needed.

Protecting drinking water sources is important work, and a growing coalition of organizations is making progress on this issue not only up and down the coast but across the state. Acquiring property is a daunting task – but we urge the City to see the present challenge as an opportunity and stand ready to support the City of Port Orford in this acquisition.

Thank you,

A handwritten signature in black ink, appearing to be "Scott Fogarty", written over a horizontal line.

Scott Fogarty, Executive Director
Wild Rivers Land Trust

Keeping our wild & working lands forever abundant

wildriverslandtrust.org
541.366.2130832
Hwy 101 P.O. Box 1158
Port Orford, OR 97465

Jessica Ginsburg

From: John Roorbach <john.roorbach@yahoo.com>
Sent: Thursday, June 9, 2022 4:21 PM
To: Jessica Ginsburg
Subject: RE: the memorandum of understanding

As regards the June 16 Port Orford City Council meeting, to consider whether to move forward on a project that protects 31 acres of forested land in the North Fork of Hubbard Creek. The extraordinarily healthy condition of this mature forest land contributes significantly to the quality and quantity of drinking water available for the City, as well as habitat for many wild native species. Intact forest acts as a sponge, reducing sedimentation during rainy periods and storing water for slower release during the dry months. This benefit will continue to increase in importance as the City grows and the impacts of climate change increase. The current landowner, Mary Lee, is currently considering options to develop, subdivide and sell this property. However, she has agreed to give the City one year to acquire funds to purchase the property in partnership with Wild Rivers Land Trust and the Port Orford Watershed Council. A Memorandum of Understanding between the City and the landowner is needed to document this agreement, thereby making it possible to request funding from the Oregon State Legislature in September, and to pursue other private and public funding that could enable the City to purchase this property. I thoroughly support this memorandum of understanding

John Roorbach, Port Orford

Jessica Ginsburg

From: Deb McNeil <debmcneil12@gmail.com>
Sent: Thursday, June 9, 2022 6:18 AM
To: Jessica Ginsburg (jginsburg@portorford.org)
Cc: lindatarr
Subject: Port Orford Watershed protection

Hello Ms. Ginsburg,

Please convey this message to the City Council.

Thank you.

Dear Port Orford City Councilors,

Thank you for all the hours you have spent on protecting and improving the City's water supply. I deeply appreciate your efforts.

I write today to ask you to support a proposed Memorandum of Understanding with Mary Lee, whose property is a critical piece of Port Orford's watershed. I understand it will be discussed at your meeting on June 16.

Once you approve this, I promise to support the Watershed Council and the Wild Rivers Land Trust in their efforts to secure funding to purchase this property.

Thank you for all you do for Port Orford!

Sincerely,

Deborah McNeil
Plumb, Level & Square Fund

Jessica Ginsburg

From: Deb B/Gary N <grebes2@gmail.com>
Sent: Wednesday, June 8, 2022 8:09 PM
To: jginsburg@portorford.org
Subject: Watershed Memorandum of Understanding

As residents of Port Orford, we are writing to urge the Port Orford City Council to approve the Memorandum of Understanding between landowner Mary Lee and the City of Port Orford. The Memorandum of Understanding will give Port Orford a chance to obtain the necessary funding to buy the 31 acres of land along the North Fork of Hubbard Creek. This mature forest is adjacent to the Port Orford Watershed, and includes a number of pristine creeks that feed the North Fork of Hubbard Creek and provide Port Orford with good quality drinking water now and in the future. It is critical to protect forests that are able to store water during our rainy season and then release it during the dry summer months. The increasing droughts around the country emphasize how important it is to protect our water supply while we still can.

Thank you for considering our comments.

Sincerely,

Deborah Buitron
Gary Nuechterlein
Emily Nuechterlein

June 8, 2022

Dear Port Orford City Council -

I am writing to voice my support for approval of the MOU between the City and landowner Mary Lee regarding the City's possible purchase of Ms. Lee's 31 acres in the Port Orford watershed.

As a Port Orford community member and Port Orford watershed neighbor, I appreciate Ms. Lee's willingness to preserve her forest land by giving the City an opportunity to become the steward for this important piece of its water source.

I also appreciate the Council's prompt approval of this MOU. It is my understanding that your approval now will allow the journey toward funding the City's stewardship of this property to proceed before time runs out on this opportunity.

Thank you for your consideration and support.

Sincerely,



Carol Hacherl

Port Orford, OR

Jessica Ginsburg

From: Rick Hazard <foresteward@gmail.com>
Sent: Thursday, June 9, 2022 10:40 AM
To: jginsburg@portorford.org
Subject: MOU for Lee property

Follow Up Flag: Follow up
Flag Status: Flagged

Please approve the Memorandum of Understanding between the City and Mary Lee at the next City Council Meeting on June 16, 2022.

Thank you,

Rick Hazard

Jessica Ginsburg

From: Mary Anderson <maryjimata@gmail.com>
Sent: Wednesday, June 8, 2022 7:24 PM
To: jginsburg@portorford.org
Subject: Re: Watershed MOU Hubbard Creek

Write to Ms Ginsberg. Use yr PO address to hv impact

On Wed, Jun 8, 2022, 5:33 PM Mary Anderson <maryjimata@gmail.com> wrote:
Dear Mr.. Ginseng,

We urge you to vote in favor of protecting the watershed. Please approve the MOU and give the City access to resources for buying the Lee property.

Thank you,
Mary and Lewis Anderson
Cedar Hollow Rd
Port Orford

Jessica Ginsburg

From: phyllismjohns@juno.com
Sent: Wednesday, June 8, 2022 9:50 AM
To: jginsburg@portorford.org
Subject: MOU for Lee Property

Follow Up Flag: Follow up
Flag Status: Flagged

This MOU for the Lee property is the first step in insuring more potable drinking water for Port Orford. The Port Orford Watershed Council is partnering with the Wild Rivers Land Trust in ultimately obtaining this acreage for Port Orford in order to preserve the filtration for Port Orford's drinking water and to prevent development in the watershed that would have the exact opposite effect. It's that simple. Please consider accepting this request put forth by Lina Tarr. She has done the "foot" work on this project, now we need your acceptance. Thank you. Phyllis Johns, member of Port Orford Watershed Council

Jessica Ginsburg

From: Sharon Rock <sharonrock@gmail.com>
Sent: Thursday, June 9, 2022 10:33 PM
To: Jessica Ginsburg
Subject: Comments for the 6/16/22 Council meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Ginsburg, Please distribute this email to the Mayor and Council for the upcoming (6/16/22) Council meeting. Many thanks, Sharon Rock

Dear Mayor Cox and Councilmembers,

My name is Sharon Rock, and I own 720 Deady St. in the City of Port Orford.

Your urgent action is needed. The proposed Memorandum of Understanding (MOU) with Mary Lee is of critical importance. And you're almost out of time to take action. This item is about protecting the quantity and quality of water available in the City of Port Orford for now and the future. You have a rare opportunity to protect 31-acres of invaluable forest that contributes in multiple ways to your water supply. I urge each of you to immediately approve the proposed MOU. You have nothing to lose and everything to gain by getting this document in place. But if you don't act now, the funding sources for this important purchase will pass you by.

For every resident, every visitor, and for myself who intends to make Port Orford my home, I encourage you to seize this rare opportunity to improve your water prospects for the future. When other cities across the west are looking at bleak to dire water futures, you have an opportunity to improve Port Orford's water future. Please approve the proposed Memorandum of Understanding with Mary Lee before your meeting ends.

Sincerely,
Sharon Rock, Owner
720 Deady St.
Port Orford, OR 97465
520-255-0050

Jessica Ginsburg

From: Sara John Lovendahl <sjlovendahl@charter.net>
Sent: Thursday, June 9, 2022 6:38 PM
To: Jessica Ginsburg
Cc: Pat Cox
Subject: Memorandum of Understanding

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor Cox and City Councilor

I am writing to encourage you to support a Memorandum of Understanding (MOU) between Mary Lee, landowner, and the City of Port Orford, enabling the City to purchase 31 acres of forested land on the North Fork of Hubbard Creek. The MOU gives the City of Port Orford one year to procure monies for the purchase and allows the City various avenues to seek funding.

The purchase of the property will greatly enhance the quality and quantity of water available to our City. Water is a critical component of our community's life and future growth. It is imperative we take all measures to preserve our watershed and resolve long on going issues associated with inadequate water supply. The MOU is an important step in achieving this goal.

Thank you for your consideration. Your selfless dedication to our city is greatly appreciated.

Sincerely
Sara Lovendahl
31 Hamlet St
Port Orford OR 97465

Sent from my iPhone



Oregon State University
Port Orford Field Station

Tom Calvanese, Station Manager
Port Orford Field Station
444 Jackson Street
Port Orford, OR 97465

Dear Mayor Cox and Port Orford City Councilors:

I am writing in support of the establishment of an MOU between the City and the owner of the property located in the City's watershed.

At the June 16 Port Orford City Council meeting, the Council will consider whether to move forward on a project that protects 31 acres of forested land in the North Fork of Hubbard Creek, the watershed for the City of Port Orford. The extraordinarily healthy condition of this mature forest land contributes significantly to the quality and quantity of drinking water available for the City, as well as habitat for many wild native species. Intact forest acts as a sponge, reducing sedimentation during rainy periods and storing water for slower release during the dry months.

This benefit will continue to increase in importance as Port Orford grows and the impacts of climate change increase. The current landowner, Mary Lee, is currently considering options to develop, subdivide and sell this property. However, she has agreed to give the City one year to acquire funds to purchase the property in partnership with Wild Rivers Land Trust and the Port Orford Watershed Council.

A Memorandum of Understanding between the City and the landowner is needed to document this agreement, thereby making it possible to request funding from the Oregon State Legislature in September, and to pursue other private and public funding that could enable the City to purchase this property.

I encourage you to approve this MOU, as it will support the maintenance of healthy local watershed.

Sincerely,

Tom Calvanese
Manager, OSU Port Orford Field Station
tom.calvanese@oregonstate.edu
541.366.2501 (mobile)

Jessica Ginsburg

From: Paul Maree <pmaree20@gmail.com>
Sent: Thursday, June 9, 2022 3:15 PM
To: jginsburg@portorford.org
Subject: Please approve MOU on Mary Lee's property

Hello,

I urge you to approve the Memorandum of Understanding for Mary Lee's 31 acres of Forested land appearing at the City Council meeting on June 16th.

The extraordinarily healthy condition of this mature forest land contributes significantly to the quality and quantity of drinking water available for the City, as well as habitat for many wild native species.

This benefit of this intact forest will continue to increase in importance as the City grows and the impacts of climate change increase.

--
Thank you,
Paul

Jessica Ginsburg

From: Greg Thelen <gkthelen@gmail.com>
Sent: Friday, June 10, 2022 9:25 AM
To: Jessica Ginsburg
Subject: letter to councilors in favor of mou

Follow Up Flag: Follow up
Flag Status: Flagged

To Mayor Cox and the Port Orford City Council Members,

I strongly urge you to approve the Memorandum of Understanding with Mary Lee so the city can move forward with acquiring the 31 acres of property in our watershed. This is an important step in providing for the current and future water needs of Port Orford.

Thank you for your consideration,
Greg Thelen



Virus-free. www.avg.com

Jessica Ginsburg

From: joyce spicer-kinney <laughingbaskets@gmail.com>
Sent: Friday, June 10, 2022 8:35 AM
To: jginsburg@portorford.org
Subject: MOU

Follow Up Flag: Follow up
Flag Status: Flagged

Port Orford City Councilor

I urge you to approve the MOU.

The future of the town depends on having a viable source of water in order for the town to function.

I have been a realtor in Port Orford for 20 plus years and have watched this issue be pushed down the road with no viable solutions offered. The value of all property will be greatly diminished if there is not a secure public water supply to serve the residences and businesses in the community.

The MOU buys the city some time to pursue how to acquire this property. The MOU is a positive step in the direction of resolving this water issue. The MOU is required if we are to access funding from the State toward the purchase of the property. It is the first formal document in that process.

Thank you,
Joyce Spicer

Jessica Ginsburg

From: Cynthia White Anderson <cynthiaalicewhite@gmail.com>
Sent: Friday, June 10, 2022 7:07 AM
To: jginsburg@portorford.org
Subject: MOU on watershed acreage

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Port Orford City Council, I'm writing in support of the PO city council agreeing to go forward with the MOU on Mary Lee's 30+ acres that are in the city watershed and contain steep slopes (vulnerable to runoff) and several creeks that feed into the city's water source from Hubbard creek

Thank you,
Cynthia White Anderson

**KALMIOPSIS AUDUBON SOCIETY**

P.O. Box 1265 • Port Orford OR • 97465

June 7, 2020

Re: Support for MOU regarding Lee property to help protect Port Orford's drinking water supply

Dear Mayor Cox and Port Orford City Council members:

I am writing on behalf of the Kalmiopsis Audubon Society. Our group has more than 400 members in Curry County, including about 100 in Port Orford, who care about conserving wildlife habitat as well as clean drinking water sources for local communities.

We very much appreciate the Port Orford Mayor and City Council's leadership in recent efforts to conserve lands (Wilson property) in the North Fork Hubbard Creek watershed to help assure our city will have a high-quality drinking water source into the future. We are writing now to encourage you to move ahead with another opportunity to help conserve our watershed lands.

As you well know, Port Orford's water system has many problems with different solutions, but underlying them all is the fundamental need to secure watershed lands that are the source of our drinking water. Having lands in our watershed in city ownership is the only way to conserve the intact forest that reduces sedimentation during the rainy months (reducing costs and problems) and that helps to store water like a sponge for slower release during the dry months (reducing the need for additional usage limits). Without city ownership and management, these lands could be vulnerable to damaging logging, herbicide spraying, and conversion into paved developments that would ultimately lead to more sedimentation, increased treatment costs, increased fire risks, and reduced water supply.

Opportunities to secure our watershed lands have come up only infrequently when private landowners are interested to sell and also have a community-minded inclination to sell the land to the City to help protect the local drinking water supply. When they do, it's crucially important for City leaders to take action!

We now have an extremely important opportunity to secure a 31-acre forested parcel in our watershed: the Lee property. The current landowner is willing to wait one year before subdividing and development this land, giving the City—in partnership with the Wild Rivers

Land Trust and the Port Orford Watershed Council—time to acquire the funds to purchase it. The Port Orford Watershed Council has been doing a lot of timely legwork to make this opportunity for our community possible.

What's needed now is for the City to enter into a Memorandum of Understanding (MOU) with the landowner. This MOU will make it possible to request funding from the State Legislature in September and to pursue other private and public funding for the City to purchase this property.

We urge you to approve the Memorandum of Understanding (MOU) between Port Orford and the land owner to make acquisition of this important piece of land in our watershed a possibility, which will help to further secure our city's drinking water supply into the future.

Thank you for considering our view and for your public service.

Sincerely,

A handwritten signature in cursive script that reads "Ann Vileisis".

Ann Vileisis
608 Oregon St.

President, Kalmiopsis Audubon

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Deady Street Property

ITEM NO: 9 b.

Attached is some information about a property that is for sale on Deady Street. It is Tax ID R11851. This is directly North of the water tank on Deady. We already own 2 lots R25517 and R25516 for a total of 0.09 Acres. This lot that we (John and I) are purposing to purchase is 0.06 Acres. This would be a great place for that extra storage tank and/or a pump station.

According to our Water Master Plan it is already recommended that we upgrade the pump station. I have included that page in the the attached documents also.

The lot is listed for \$69,000 however it has been on the market for a few months so we always have some wiggle room.

Suggested Motions

Motion to Approve the City Administrator to begin discussions on Deady street.

I move to appove for the City Administrator to begin discussions with the current owner of tax lot ID 11851 for possible future purchase of the property.

Motion to deny the City Administrator to begin discussions on Deady Street.

I move to deny that the City Administator begins discussions with the current owner of tax lot ID 11851 for the possible future purchase of the property.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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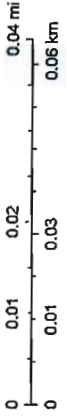
Curry County Web Map



6/8/2022, 9:28:54 AM

World Imagery Citations All Roads City Limits
 Low Resolution 15m Imagery 30cm Resolution Metadata Highways (1) Urban Growth Boundary
 High Resolution 60cm Imagery Parcels Situs Address (Current) Counties
 High Resolution 30cm Imagery Parcel Labels Townships

1:1,128



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

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

Created by LCOG for Curry County

Kelsey Anderson Siskiyou Coast Realty

541-977-1272

sisklyoucoastrealty@gmail.cc



47x60 FT lot with possible ocean view from second story!
Located 1/4 mile from Battle Rock beach, this would be a perfect lot to build a cabin by the sea.

Schools:

Elementary: Driftwood
Middle: Driftwood
High: Pacific

Improvements:

Utilities: Electricity Available
Existing Structures: /None

Financial:

Property Tax/Yr: \$17.59 / Dues:
2021
HOA: N
Terms:
Association Amenities:

Comparable Information:

Original Price: \$69,000

Client Full Lots and Land 6/10/2022
10:27AM

\$69,000 0-2,999SF

Status: Active
List Date: 3/16/2022
DOM: 86 Acres: 0.06 MLS#: 22594171

Deady ST Port Orford, OR 97465

Unit #:

XST/Dir: South side of Port Orford turn up Deady St, follow to sign on right.

Property Details:

Property Type: Single Family Lot Dimensions:
Residence Availability: Sale
Additional Parcels: / #Lots:
County: Curry Road Surface: Concrete
Subdivision: Lot Desc: Ocean Beach 1/4
Internet: INTCABL, Mile or Less, Public Road
INTWLESS Land Desc: Level
Lot Size: 0 to 2,999 SqFt View: Trees/Woods
Seller Disclosure: Disclosure Waterfront: /
Open House: Body Water:
Upcoming Open House: Perc Test: /
Area: 274 Road Frontage:
Zoning: 1R Soil Type/Class:
Tax ID: R11851,, Soil Cond: Native
Manufactured House Okay: Current Use: Raw Land
CC&Rs:
Legal: 33-15-04BC TL 800

Other Dues: Short Sale: N
Bank Owned/Real Estate
Owned: N

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SQUARE FOOTAGE IS APPROXIMATE & MAY INCLUDE BOTH FINISHED & UNFINISHED AREAS - CONSULT BROKER FOR INFO.
SCHOOL AVAILABILITY SUBJECT TO CHANGE.

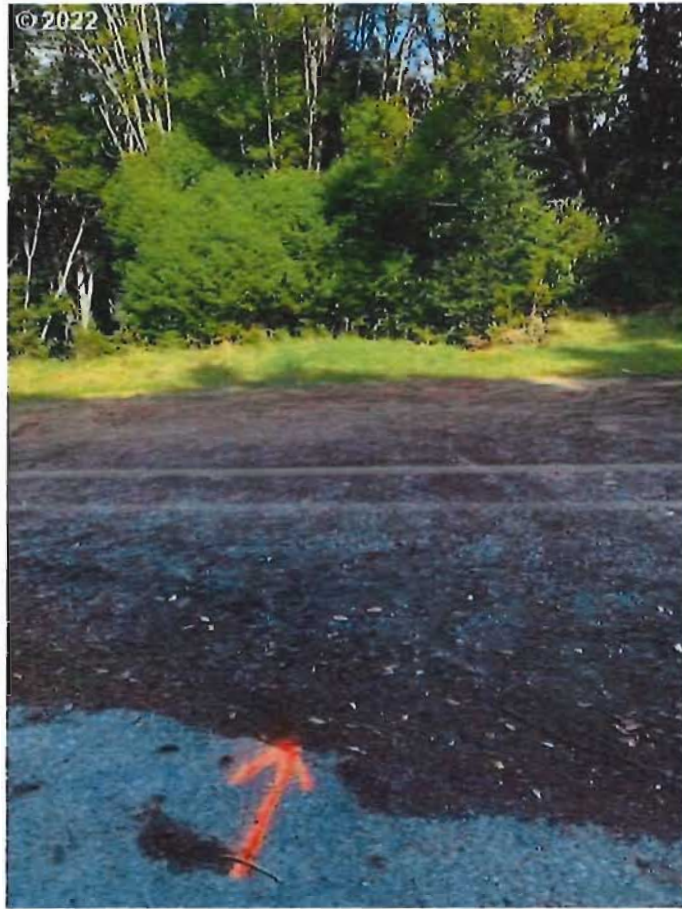
Photo Viewer

MLS#: 22594171 (Deady ST, Port Orford, OR 97465)

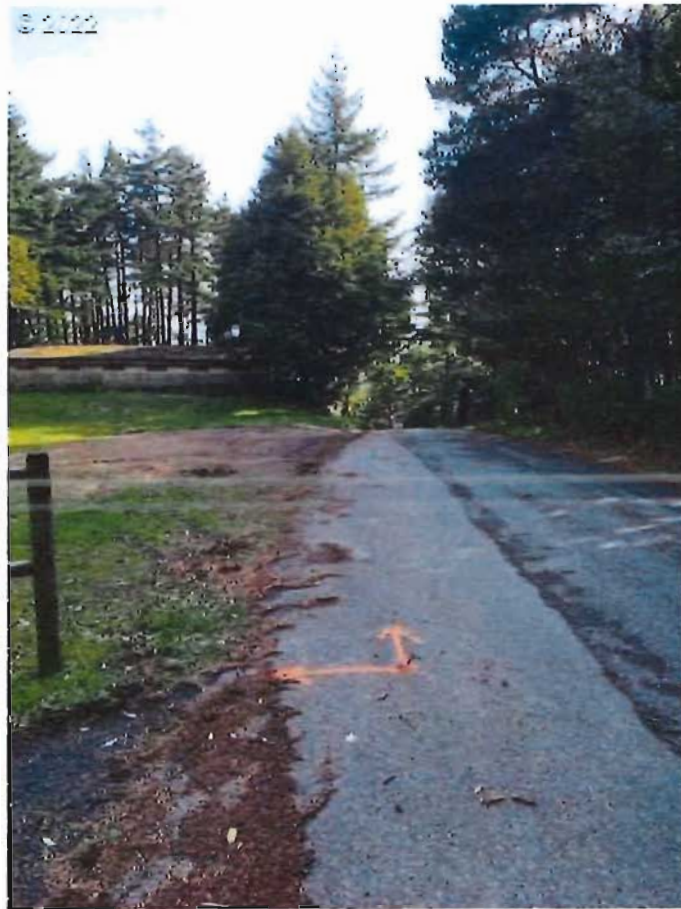












5. Priority 1 Treated Water Storage Improvements (Total Cost: \$1,947,300)

Based on computer modeling of the City's water distribution system, fire flows available to certain areas are below those required:

Deady Street Reservoir: The abandoned existing treated water reservoir needs to be removed and replaced with a new 0.1MG treated water reservoir.

6. Priority 2 Waterline Replacement Improvements (Total Cost: \$3,029,225)

Based on computer modeling of the City's water distribution system, fire flows available to certain areas are below those required:

- A. Coast Guard Hill Road:** The existing 6-inch water main needs to be replaced due to inadequate fire flow availability. The new 8-inch diameter line will begin at the intersection of Coast Guard Hill Road and Sweet Way. The line will continue west along Coast Guard Hill Road, in the same location as the existing waterline, to the end of Coast Guard Hill Road. A new pump station and PRV will be installed along Coast Guard Hill Road between Sweet Way and Tichenor Avenue. The total improvement length is approximately 3,900 feet.
- B. Deady Street South:** The existing 6-inch water main needs to be replaced due to inadequate fire flow availability. The new 10-inch diameter line will begin at 9th St. and Deady St. The line will continue south along Deady Street, in the same location as the existing waterline, to the end of Deady Street at 6th Street. The total improvement length is approximately 700 feet.
- C. Deady Street North:** The existing 2-inch water main needs to be replaced due to inadequate fire flow availability. The new 8-inch diameter line will begin at 9th Street and Deady Street. The line will continue north along Deady Street, in the same location as the existing waterline, to the end of Deady Street. Also a new pump station and PRV station will be installed near Deady Street and 10th Street. The total improvement length is approximately 1,000 feet.
- D. Sixth Street/Jefferson/Seventh Street:** The existing 6-inch water main needs to be replaced due to inadequate fire flow availability. The new 8-inch diameter line will begin at 6th Street and Deady Street. The line will continue west along 6th Street, in the same location as the existing waterline, run north along Jefferson Street to 7th Street, then to the intersection of Jackson Street and 7th Street. The total improvement length is approximately 1,400 feet.
- E. Jefferson Street Pump Station:** The existing pump station needs to be replaced due to inadequate fire flow availability. The new pump station and PRV station will be constructed near 9th Street and Deady Street.
- F. Dock Road:** The existing 4-inch water main needs to be replaced due to inadequate fire flow availability. The new 8-inch diameter line will begin at 5th Street and Dock Road. The line will continue south along Dock Road, in the same location as the existing waterline, to the end of Dock Road. A new PRV station will be installed approximately 300 feet along Dock Road from 5th Street. The total improvement length is approximately 1,800 feet.

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Resolution 2022-02 Receive State Revenue

ITEM NO: 9c.

Attached is the Resolution for the City of Port Orford to Receive State Revenue during Fiscal year 2022-2023.

Suggested Motions

Motion to Approve Resolution 2022-02 Receive State Revenue

I move for the City Council to Approve Resolution 2022-02 to received State revenue funds for the fiscal year 2022-2023

Motion to Deny Resolution 2022-02 Receive State Revenue

I move for the City Council to deny Resolution 2022-02 for State Revenue funds for the fiscal year 2022-2023.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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RESOLUTION 2022-02

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF PORT ORFORD
DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE**

WHEREAS, State Revenue Sharing Law, ORS 221.770, requires cities to pass a resolution each year stating that they want to receive state revenue sharing money; and

WHEREAS, a copy of this resolution must be filed with the Operations Accounting Services before July 31; and

WHEREAS, the Common Council of the City of Port Orford has held the proper hearings and requests that the City receive state revenues,

NOW, THEREFORE,

BE IT RESOLVED by the Common Council of the City of Port Orford, that the City of Port Orford elects to receive state revenues for fiscal year 2022-2023.

ADOPTED by the Common Council of the City of Port Orford, and effective this 16th day of June 2022.

SIGNED BY THE MAYOR this _____ day of June 2022.

By: _____
Mayor, Pat Cox

ATTEST:

Jessica Ginsburg, City Recorder

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Resolution 2022-03 Adopting Budget for FY 2023

ITEM NO: 9d.

Attached is the Resolution for the City of Port Orford to Adopt the Budget for 2022-2023

Suggested Motions

Motion to Approve Resolution 2022-03 Adopting the Budget for FY 2023

I move for the City Council to Approve Resolution 2022-03 to Adopt the budget for the fiscal year 2022-2023

Motion to Deny Resolution 2022-04 Adopting the budget for FY 2023

I move for the City Council to deny Resolution 2022-03 to adopt the budget for the fiscal year 2022-2023.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF PORT ORFORD,
ADOPTING THE 2022 - 2023 BUDGET.**

ADOPTING THE BUDGET

BE IT RESOLVED that the Common Council of the City of Port Orford hereby adopts the budget for the fiscal year 2022 - 2023 in the amount of \$5,695,136

MAKING APPROPRIATIONS

BE IT FURTHER RESOLVED that the following appropriations totaling \$4,640,864 are made to the following funds:

GENERAL FUND

Administration	\$	124,275
Court	\$	104,976
Emergency Management	\$	31,010
Planning	\$	33,722

Not Allocated to Organizational Unit or Program:

Materials and Services	\$	298,188
Capital Outlay	\$	75,000
Transfers	\$	857,000
Contingency	\$	23,977
Total	\$	1,548,148

PARKS

Parks Maintenance	\$	179,747
Total	\$	179,747

PUBLIC SAFETY

Public Safety Operations	\$	545,708
Total	\$	545,708

EQUIPMENT REPLACEMENT

Equipment Replacement		100,000
Total	\$	100,000

WATER SYSTEM DEVELOPMENT

Water System Development	\$	150,000
Total	\$	150,000

WATER ENTERPRISE

Water Operating	\$	1,418,846
Total	\$	1,418,846

WATER CAPITAL RESERVES

Water Capital Reserves	\$	-
Total	\$	-

SEWER ENTERPRISE

Sewer Operating	\$	955,824
Total	\$	955,824

SEWER CAPITAL RESERVES

Sewer Capital Reserves	\$	-
Total	\$	-

STREETS

Streets	\$	177,958
Total	\$	177,958

STREETS CAPITAL RESERVES

Streets Capital Reserves	\$	-
Total	\$	-

SEWER SYSTEM DEVELOPMENT

Sewer System Development	\$	100,000
Total	\$	100,000

Total Appropriations, All Funds	\$	5,176,231
Total Unappropriated and Reserve Amounts, All Funds	\$	1,151,384
TOTAL ADOPTED BUDGET	\$	6,327,615

IMPOSING THE TAX

BE IT FURTHER RESOLVED that the Common Council of the City of Port Orford hereby levies the taxes provided for in the adopted budget:

- (1) At the rate per \$1000 of assessed value of \$2.2688 for operations;
- (2) At the rate per \$1000 of assessed value of \$1.80 for local option tax; and

that these taxes are hereby imposed and categorized for tax year 2022- 2023 upon the assessed value of all taxable property within the district as follows:

CATEGORIZING THE TAX

General Government Limitation		Excluded from Limitation
General Fund	<u>\$2.2688/\$1000</u>	\$ <u>0</u>
Local Option Tax	<u>\$ 1.80/\$1000</u>	\$ <u>0</u>

With the implementation of GASB 54 for the year ended June 30, 2013, the Common Council of the City of Port Orford hereby reserves the authority to establish and modify commitments of ending fund balances.

In compliance with GASB 54, the Common Council of the City of Port Orford hereby makes the following commitments of 2022/23 ending fund balances and revenues for specific uses for the governmental funds in 2022/23

Streets	\$ 177,958
Parks	\$ 179,747
Public Safety	\$ 545,708

Authority to classify portion of the governmental ending fund balances as Assigned is hereby granted to the City Administrator/and or Finance Director.

The City Council considers the spending of the restricted classification of fund balance on purposes for which such funds can be used to occur first when funds are spent for restricted and unrestricted purposes. When unrestricted classifications of fund balances are spent, the Common Council of the City of Port Orford will consider that committed amounts will be reduced first, followed by assigned amounts and then the unassigned amounts.

The above resolution statements were approved and declared adopted by the Common Council of the City of Port Orford and effective this 17th day of June 2022.

Attest:

Mayor, Pat Cox

Jessica Ginsburg, Recorder

City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Resolution 2022-04 Adopting Employees Wages

ITEM NO: 9e.

Attached is the Resolution for the City of Port Orford to Adopt Employee Wages for Fiscal year 2022-2023.

Suggested Motions

Motion to Approve Resolution 2022-04 Adopting Employee Wages

I move for the City Council to Approve Resolution 2022-04 to Adopt Employees Wages for the fiscal year 2022-2023

Motion to Deny Resolution 2022-04 Adopting Employees Wages

I move for the City Council to deny Resolution 2022-04 to adopt Employees Wages for the fiscal year 2022-2023.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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RESOLUTION 2022-04**A RESOLUTION ADOPTING SALARIES AND WAGES FOR FY 2022- 2023**

BE IT HEREBY RESOLVED by the *Common Council of the City of Port Orford* to adopt the salaries and wages listed below to be effective July 1, 2022:

Employee	Annual Salary
Administrator	\$71,014
Police Chief	\$70,574
Public Works Superintendent	\$76,093
	Annual Wage
Accountant	\$44,691
Utility Clerk/Planning Asst.	\$37,263
Accountant Asst.	\$30,318
Utility Worker #3	\$53,883
Waste Water Plant Operator	\$54,529
Maint. Worker #1	\$42,861
Maint. Worker #2	\$38,964
Police Officer #3	\$56,036
Police Officer #2	\$55,333
Police Officer #4	\$26,401
Police Sergeant	\$61,541

ADOPTED by the Common Council of the City of Port Orford the 16th day of June, 2022.

Pat Cox, Mayor

ATTEST:

Jessica Ginsburg, City Recorder

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: Emergency Response Committee Appointment

ITEM NO: 9 f.

Attached is the Application for the Emergency Response Committee Appointment John Miller

Suggested Motions

Motion to Approve the Appointment of John Miller

I move to approve the appointment of John Miller to the Emergency Response Committee for Fiscal Year 2023.

Motion to Deny the Appointment of John Miller

I move to deny the application for appointment of John Miller to the Emergency Response 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 EMERGENCY RESPONSE COMMUNITY

Name: JOHN MILLER

Mailing Address: P.O. Box 1002, PORT ORFORD OR 97465

Home Address: 317 16TH ST. PORT ORFORD OR 97465

Home Phone: 541 698 1970 Work Phone: — Fax: —

E-mail: HIREAHUBBY@YAHOO.COM

Current Employment: DISABLED

Area of Interest: EMERGENCY RESPONSE

Area of expertise: CARPENTRY, ELECTRICAL, HOME REPAIRS,

TOOL + DIE MAKER, HYDROLOGICS EXPERT, AUTOMOTIVE MECHANIC

Why do you want to serve? TO HELP OUR COMMUNITY IN CASE OF DISASTERS

Previous service in this appointed position or similar position _____

Other volunteer activities _____

Does your schedule allow you to attend;

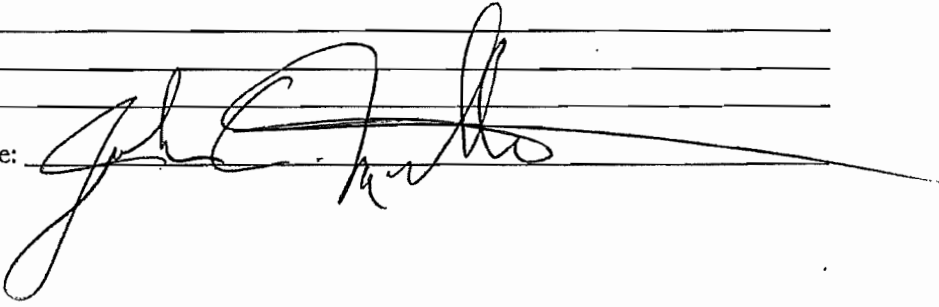
Daytime Meetings yes no Evening meeting yes no

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: 6-17-2022

Signature: 

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: 06/16/2022

SUBJECT: Emergency Response Committee Appointment

ITEM NO: 9 g.

Attached is the Application for the Emergency Response Committee Appointment Ross Kelly

Suggested Motions

Motion to Approve the Appointment of Ross Kelly

I move to approve the appointment of Ross Kelly to the Emergency Response Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Ross Kelly

I move to deny the application for appointment of Ross Kelly to the Emergency Response 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 EMERGENCY Respons Commission

Name: ROSS E. KELLY

Mailing Address: 42166 VISTA DRIVE, PORT ORFORD OR

Home Address: SAME

Home Phone: 531-970-5054 Work Phone: _____ Fax: _____

E-mail: WUZZAPUZZ54@GMAIL.COM

Current Employment: RETIRED FRESNO CO. SHERIFFS DEPARTMENT

Area of Interest: EMERGENCY Respons, Pedestrian Control, VEHICLE control, SECURITY

Area of expertise: 30 YEARS+ Law enforcement, TRAFFIC control, SEARCH & RESCUE
communication

Why do you want to serve? ASSIST OUR COMMUNITY PREPARE FOR ANY DISASTER

Previous service in this appointed position or similar position 30+ YEAR FRESNO CO
SHERIFFS DEPT

Other volunteer activities NONE AT THIS TIME

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 DUI MARCH 21, 2018 MADERA CO. CALIFORNIA

Date: 7-6-2022

Signature: Ross E Kelly

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: 06/16/2022

SUBJECT: Emergency Response Committee Appointment

ITEM NO: 9 h.

Attached is the Application for the Emergency Response Committee Appointment Jim Howe

Suggested Motions

Motion to Approve the Appointment of Jim Howe

I move to approve the appointment of Jim Howe to the Emergency Response Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Jim Howe

I move to deny the application for appointment of Jim Howe to the Emergency Response 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 Emergency Response

Name: Jim Howe

Mailing Address: PO Box 1312, Port Orford, OR 97465

Home Address: 41945 old Mill Rd. Port Orford, OR 97465

Home Phone: 541-373-0248 Work Phone: _____ Fax: _____

E-mail: Jim F Howe@gmail.com

Current Employment: Retired

Area of Interest: Helping people

Area of expertise: 360 viewing of projects

Why do you want to serve? Port Orford needs a system

Previous service in this appointed position or similar position Folk life

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: 6-8-2022 Signature: [Signature]

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: 06/16/2022

SUBJECT: Emergency Response Committee Appointment

ITEM NO: 9 i.

Attached is the Application for the Emergency Response Committee Appointment Gary Anderson

Suggested Motions

Motion to Approve the Appointment of Gary Anderson

I move to approve the appointment of Gary Anderson to the Emergency Response Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Gary Anderson

I move to deny the application for appointment of Gary Anderson to the Emergency Response 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 Emergency Commission

Name: Gary Anderson

Mailing Address: 42156 Vista Dr Port Orford

Home Address: same

Home Phone: 541-332-426 (Work Phone: 541 290 4497 Fax: _____)

E-mail: garyand6@gmail.com

Current Employment: Retired

Area of Interest: Wildfire

Area of expertise: _____

Why do you want to serve? Community Service

Previous service in this appointed position or similar position elected to several boards

Other volunteer activities Meals on wheels, Common good, Rotary

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: 6/7/22

Signature: [Handwritten Signature]

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: 06/16/2022

SUBJECT: Emergency Response Committee Appointment

ITEM NO: 9 j.

Attached is the Application for the Emergency Response Committee Appointment Alan Jones

Suggested Motions

Motion to Approve the Appointment of Alan Jones

I move to approve the appointment of Alan Jones to the Emergency Response Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Alan Jones

I move to deny the application for appointment of Alan Jones to the Emergency Response 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 P.O Emer. Planning Commission

Name: Alan W Jones

Mailing Address: PO Box 497 Port Orford, OR 97465

Home Address: 403 Coast Guard Hill Rd. Port Orford 97465

Home Phone: 541-6550342 Work Phone: _____ Fax: _____

E-mail: Lonesaw403@gmail.com

Current Employment: Retired

Area of Interest: _____

Area of expertise: Retired Marine Engineer

Why do you want to serve? Help out the community

Previous service in this appointed position or similar position _____

Other volunteer activities Rotary, Asipar Mentor, CBHS VP

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: 6/7/22

Signature: Alan W Jones

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: 06/16/2022

SUBJECT: Emergency Response Committee Appointment

ITEM NO: 9 k.

Attached is the Application for the Emergency Response Committee Appointment Mari Lochhaas

Suggested Motions

Motion to Approve the Appointment of Mari Lochhaas

I move to approve the appointment of Mari Lochhaas to the Emergency Response Committee for Fiscal Year 2023.

Motion to Deny the Appointment of Mari Lochhaas

I move to deny the application for appointment of Mari Lochhaas to the Emergency Response 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 Emergency Commission Response Committee

Name: Mari Lochhaas

Mailing Address: P.O. Box 183

Home Address: 94868 Elk River Rd.

Home Phone: 541-332-0855 Work Phone: _____ Fax: _____

E-mail: mariloehhaas@yahoo.com

Current Employment: retired

Area of Interest: _____

Area of expertise: Fire prevention + suppression

Why do you want to serve? Glutton for punishment

Previous service in this appointed position or similar position _____

Captain - POVFD - 20 yr.

Other volunteer activities Watershed Council, P.O. Rural Fire Board

Coast Community Health Center Board

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: 7 June 2022

Signature: Mari Lochhaas

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: 06/16/2022

SUBJECT: TLT Committee Grants

ITEM NO: 9 I.

Attached is the TLT Grant Application for Main Street

Suggested Motions

Motion to Approve the TLT Grant Application for Main Street

I move to approve the TLT Grant Application for Jmain Street for \$2,900 as accepted by the TLT Committee.

Motion to Deny the Appointment of Main Street

I move to deny the TLT Grant Application for Main Street for \$2,900 as accepted by the TLT Committee.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
2021-2022 GRANT APPLICATION FORM

Grant project design requirements: 1) your project must enhance and/or beautify the city; 2) promote the development of the city's tourism industry through promotion outside the city; or 3) support projects designed to attract visitors to the city. All projects must reflect the full diversity of the Port Orford community.

1. Project Name: Dining, Atts and Services Guide
2. Organization or Business Name: Port Orford Main Street Assoc.
3. Contact Name(s) and Title: Susan Russell, President
4. Phone Number(s): 541-219-8684 E-mail: nowplaying6@gmail.com
5. Is organization a non-profit? Yes Number: 27-0725184
6. Previous recipient of TLT Grant Funds? Yes x No if yes, when and how were the funds used? 2020, continued beautification of north end of Main St. 2019 brick sitting wall and bench at Driftwood. 2019 Restoration of whale mural.
7. Grant Project Narrative: A detailed description of the proposed project or the activity and how it will help the City regarding Tourism and Beautification must be included with the application. (Limit to attached page) between Jan 1, 2022
8. Projected start date: Aug 31, 2023 Projected completion date: by 8/31/2022
9. Amount requested in this application: \$ 1,500
10. Budget (use attached sheet) a 50% match is required. Businesses must match 50% in cash.

Signature Susan Russell Date 2/10/2022

Send or deliver application to City of Port Orford, P.O. Box 310, 555 West 20th Street, Port Orford, OR 97465 or e-mail to jginsburg@portorford.org

CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
2021-2022 GRANT APPLICATION FORM

Grant Narrative: please include why this will benefit Port Orford and promote tourism.

Port Orford Main Street Association has, in the past,
distributed approximately 7,000 Dining and Arts Guides.
This project will add services and update information
making it more relevant to the changes that have happened
over the past two years. People who come through Port
Orford will benefit from the list of things and places
to see and necessary services. We will have these
brochures at our Visitor Center for the people who stop
at Battle Rock for the view, and at every motel, vacation
rental, the Library and shops in Port Orford. Enclosed
is our 2019 guide that will be expanded.

CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
2021-2022 GRANT APPLICATION FORM

BUDGET:

Project/Program Expenses

Line Item	Total Cost	TLT Funds	Other Revenue Source
Local artisan	2,000	1,000	1,500
Freedom Printing	1,000	500	
Total	\$3000	\$1500	\$1500

Other Revenue Sources: include source, amount, and status (i.e. planned, pending, secured)

Source (Amount)	Status	Source (Amount)	Status
CCCC grant 750.			
Donations 575.			
Main Street 175.			

Is the project/program budget included in your organization's operating budget? Yes

You may change the number of rows in the tables above as needed. However, all information must be included and the project/program budget is limited to one single sided page

As described in the TLT Ordinance;

No grant shall exceed fifty percent (50%) of the total project cost. No funds shall be disbursed until the

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: TLT Committee Grants

ITEM NO: 9 m.

Attached is the TLT Grant Application for Main Street

Suggested Motions

Motion to Approve the TLT Grant Application for Main Street

I move to approve the TLT Grant Application for Jmain Street for \$1,790 as accepted by the TLT Committee.

Motion to Deny the Appointment of Main Street

I move to deny the TLT Grant Application for Main Street for \$1,790 as accepted by the TLT Committee.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
2021-2022 GRANT APPLICATION FORM

Grant project design requirements: 1) your project must enhance and/or beautify the city; 2) promote the development of the city's tourism industry through promotion outside the city; or 3) support projects designed to attract visitors to the city. All projects must reflect the full diversity of the Port Orford community.

1. Project Name: Beautification of Port Orford City Hall landscape
2. Organization or Business Name: Port Orford Main Street
3. Contact Name(s) and Title: Susan H Russell, President
4. Phone Number(s): 541 218 8684 E-mail: shrussell6@icloud.com
5. Is organization a non-profit? Yes Number: 27-0725184
6. Previous recipient of TLT Grant Funds? Yes X No if yes, when and how were the funds used?
North 101 mural and fence projects; restoration of the whale mural on Melba's Beauty Parlor, 929 Oregon
7. Grant Project Narrative: A detailed description of the proposed project or the activity and how it will help the City regarding Tourism and Beautification must be included with the application. (Limit to attached page)
8. Projected start date: March 2022 Projected completion date: July 2022
9. Amount requested in this application: \$ \$1790
10. Budget (use attached sheet) a 50% match is required. Businesses must match 50% in cash.

Signature Susan Russell Date Feb. 18, 2022

Send or deliver application to City of Port Orford, P.O. Box 310, 555 West 20th Street, Port Orford, OR 97465 or e-mail to jginsburg@portorford.org

CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
2021-2022 GRANT APPLICATION FORM

Grant Narrative: please include why this will benefit Port Orford and promote tourism.

The proposed project, upgrading and refreshing the landscaping around City Hall, is essential to the town's public image. The current landscaping is tired and overgrown, a poor representation of our city. The area on the north side of the building has grass and weeds growing up in the rocks; the shrubs are old and ineffective. On the west side the shrubs are tangled and have overgrown their spaces.

Port Orford is a tourist destination and many tourists enjoy walking around the city enjoying its many attractions. Main Street has been working for 10 years to beautify the 101 corridor and areas within a block of it. City Hall represents our city: this project will enhance the looks of the building and show some civic pride. Tourists like an attractive vacation spot and will likely spread the word to family and friends. Citizens like to take pride in their town.

The plan is to remove the rock, weeds, grasses, and dead or dying shrubs on the north side of the building, add landscaping cloth covered with 2"- river rock, reuse the large bolders, and add various low maintenance grasses for a dry scape look.

On the west side the weeds and grasses will be removed, the shrubs pruned and resized, giving them a fresh, new look.

For a professional result, we will be enlisting the help of a local landscape architect who specializes in dryscape designs.

CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
2021-2022 GRANT APPLICATION FORM

BUDGET:

Project/Program Expenses

Line Item	Total Cost	TLT Funds	Other Revenue Source
Site Prep: pruning, weed abatement, rock removal, debris disposal, backhoe rent	\$270	\$135	\$135
Deer resistant, low maintenance and low water plants	\$2000	\$1000	\$1000
250' of 6' wide 20 year weed blocker cloth	\$110	\$55	\$55
10 yards of 2"- River Rock	\$600	\$300	\$300
Planting soil and compost	\$100	\$50	\$50
Landscape Architect consultation and design	\$500	\$250	\$250
Total	\$ 3580	\$ 1790	\$ 1790

Other Revenue Sources: include source, amount, and status (i.e. planned, pending, secured)

Source (Amount)	Status	Source (Amount)	Status
Port Orford Main Street (\$1790)	Secured		

Is the project/program budget included in your organization's operating budget? Yes

You may change the number of rows in the tables above as needed. However, all information must be included and the project/program budget is limited to one single sided page

As described in the TLT Ordinance;

No grant shall exceed fifty percent (50%) of the total project cost. No funds shall be disbursed until the grant recipient shows, to the satisfaction of the City, that it has the matching funds in cash or cash equivalent.

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City of Port Orford

CITY COUNCIL AGENDA DOCUMENTATION

Date: 06/16/2022

SUBJECT: TLT Committee Grants

ITEM NO: 9 n.

Attached is the TLT Grant Application for Jubilee

Suggested Motions

Motion to Approve the TLT Grant Application for Jubilee

I move to approve the TLT Grant Application for Jubilee for \$5,000 as accepted by the TLT Committee.

Motion to Deny the Appointment of Jubilee

I move to deny the TLT Grant Application for Jubilee for \$5,000 as accepted by the TLT Committee.

SUBMITTED BY:

Jessica Ginsburg

Jessica Ginsburg, City Administrator

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CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
2021-2022 GRANT APPLICATION FORM

Grant project design requirements: 1) your project must enhance and/or beautify the city; 2) promote the development of the city's tourism industry through promotion outside the city; or 3) support projects designed to attract visitors to the city. All projects must reflect the full diversity of the Port Orford community.

1. Project Name: Port Orford July 4th celebration
2. Organization or Business Name: Port Orford Jubilee
3. Contact Name(s) and Title: Teri Hughes President
4. Phone Number(s): 541-214-3374 E-mail: POJubilee@gmail.com
5. Is organization a non-profit? Yes Number: EIN 37-1549773
6. Previous recipient of TLT Grant Funds? Yes X No if yes, when and how were the funds used?
INSURANCES, Supplies, printing + Advertising,
Fireworks.
7. Grant Project Narrative: A detailed description of the proposed project or the activity and how it will help the City regarding Tourism and Beautification must be included with the application. (Limit to attached page)
8. Projected start date: 2-24-22 Projected completion date: 8-1-22
9. Amount requested in this application: \$ 5,000.00
10. Budget (use attached sheet) a 50% match is required. Businesses must match 50% in cash.

Signature TC Hughes Date 2-17-22

Send or deliver application to City of Port Orford, P.O. Box 310, 555 West 20th Street, Port Orford, OR 97465 or e-mail to jginsburg@portorford.org

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2-18-22

CITY OF PORT ORFORD
City Beautification and Tourism Development Fund
 2021-2022 GRANT APPLICATION FORM

Grant Narrative: please include why this will benefit Port Orford and promote tourism.

The P.O. 2022 Jubilee Committee is 100% New at this and their positions. We have limited receipts and resources to prior use of funds. We are asking for this grant to create a solid foundation for 2022 and years to come. Upon looking at what this Non-Profit needs, is office equipment + supplies. This is pertinent to creating public notice, Creating Flyers, Printing Materials, Vendor Applications + Invites. The Jubilee is hoping to rent space for events (Auction, B-Ball camps). We would like to expand our Advertising efforts. The Jubilee needs a website that promotes the 4th of July as well as Port Orford. We have talked about signs that the Jubilee ^{should} own ("Pet show" "Dog Races") so that when future organizers of these events do not have to create infrastructure (signage in hand advertising). The Jubilee will be purchasing Insurance. Members + Volunteers have asked for marked apparel + PPE. The Jubilee would like to invest in Banners in celebration of our town.

2022 Jubilee Committee is Rebuilding plans, events and infrastructure of this Celebration. We would like to create a model that is easy to run, easy to hand off to future volunteers and easy to build upon.

Thank you in advance for consideration of this Grant

Sincerely,

The 2022 P.O.
Jubilee.

JC Hughes