

**WALDPOR CITY COUNCIL
FEBRUARY 14, 2019
MEETING NOTICE AND AGENDA**

The Waldport City Council will meet at 2:00 p.m. on Thursday, February 14, 2019 in the City Council Meeting Room, 125 Alsea Highway to take up the following agenda:

1. CALL TO ORDER & ROLL CALL
2. MINUTES: *January 10, 2019*
3. PUBLIC COMMENTS/PRESENTATIONS
Radio Control Car Track (Presentation scheduled for around 3 p.m.)
4. CORRESPONDENCE: *Letters of Interest for Budget Committee & Planning Commission Vacancies*
5. DISCUSSION/ACTION ITEMS
 - A) *Board Memberships*
 - B) *Hwy. 101 Seawall Connection Project - ODOT Discussion & Local Agency Agreement*
 - C) *Open Space Project - Consideration of ODOT Concepts*
 - D) *Other Issues*
6. COUNCIL COMMENTS AND CONCERNS
7. STAFF REPORTS
8. EXECUTIVE SESSION(S)
Pursuant to ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
Pursuant to ORS 192.660(2)(i): To review and evaluate, pursuant to standards, criteria and policy directives adopted by the governing body, the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member unless the person whose performance is being reviewed and evaluated requests an open hearing.
9. ACTIONS, IF ANY, FROM EXECUTIVE SESSION(S)
10. GOOD OF THE ORDER
11. ADJOURNMENT

The City Council Meeting Room is accessible to all individuals. If you will need special accommodations to attend this meeting, please call City Hall, (541)264-7417, during normal office hours.

* Denotes no material in packet

Notice given this 8th day of February, 2019 - Reda Q. Eckerman, City Recorder

**WALDPORT CITY COUNCIL
JANUARY 10, 2019
MEETING MINUTES**

1. CALL TO ORDER: The meeting was called to order at 2:00 p.m.
2. OATH OF OFFICE FOR COUNCIL MEMBERS: City Recorder Eckerman administered the oath of office to Paul Virtue, Mark Campbell, Susan Woodruff and Greg Holland, who took their seats as Councilors. Dann Cutter had been sworn in as Mayor on December 27, 2018 as he could not be present at this Council meeting. In the absence of Mayor Cutter, Councilor Woodruff presided over the meeting.
3. ROLL CALL: Councilors Virtue, Dunn, Dennis, Woodruff, Campbell and Holland answered the roll. Mayor Cutter was excused. A quorum was present.
4. MINUTES: The Council considered the minutes from the December 13, 2018 meeting. Councilor Holland **moved** to approve the minutes as presented. Councilor Dunn **seconded**, and the motion **carried** unanimously on a voice vote.
5. PUBLIC COMMENTS: Sheri Williams and Linda Erikson, representing the Chamber of Commerce, thanked the City for acquiring the Community Christmas tree on behalf of the Chamber and presented the City with a check for \$500 toward the cost. They also thanked Cody Robinson for designing and constructing the tree, Copelands Lumber for contributing materials, Dahl Disposal for storage of the tree, and Susan and Ray Woodruff for spearheading the project.

Lt. Brian Cameron from the Sheriff's Department introduced himself, noting that he oversees the patrol operations for our area. In response to a query from Councilor Woodruff, Lt. Cameron suggested that citizens with concerns regarding drug traffic should contact their office directly to provide information on the presumed activities.

Hollis Lundeen thanked staff for posting the meeting notifications on the electronic sign, and also thanked Public Works for the recent roadwork on Norwood Drive. She asked about the process for proposing amendments to the Municipal Code, and it was suggested that this topic be addressed under the nuisance ordinance amendment later on the agenda. She also asked about the budgetary allocation in the capital projects overview for the Norwood Drive project. It was explained that the \$15,000 is a financial estimate for engineering costs for the assessment of curve improvements, but the project was not yet underway.
6. CORRESPONDENCE: The Council considered the letter from the Lincoln County Board of Commissioners regarding the scheduling of the annual joint meeting. Following a brief discussion, **consensus** of the Council was to schedule the meeting for June 5, 2019 at 6:00 p.m.
7. DISCUSSION/ACTION ITEMS:
 - A. Approval of Budget Schedule for FY 2019/2020: Following a brief discussion, Councilor Holland **moved** to approve the proposed budget schedule. Councilor Dennis

seconded, and the motion **carried** unanimously. It was noted that there are currently four vacancies on the budget committee.

B. Consideration of Signatory Resolution: Following a brief discussion, Councilor Holland **moved** to approve Resolution 1245. Councilor Virtue **seconded**, and the motion **carried** unanimously.

C. Nuisance Ordinance Amendment: City Manager Kemp explained that the proposed amendments had been generated by staff due to instances where the City becomes involved in disputes between property owners with regard to issues on private property. Staff research had shown that similar municipal codes specified action on violations to those which impacted public property or rights of way. There was concern about some of the language, including the emergency clause. Staff explained that the emergency clause was used to implement the changes immediately and thereby clarify which version of the ordinance was lawful and applicable. A lengthy discussion ensued regarding the proposed changes to Section 8.08.020(G), "Surface Waters and Drainage". City Manager Kemp suggested addition verbiage to Item G(2), "...so that overflow water accumulating on the roof or about the building is not carried across or on the sidewalk, *and is directed to a street or storm drainage system if available.*" Following further discussion, Councilor Campbell **moved** to adopt Ordinance No. 767 as amended, incorporating the proposed additional language. Councilor Holland **seconded**. Hearing no objections, Councilor Woodruff read Ordinance No. 767 by title only for the first and second readings. The motion to adopt Ordinance No. 767 then **carried** unanimously.

D. Proposed Property Donation from Land & Sea: City Manager Kemp explained that the owners of the Land and Sea development were proposing a donation of a 7.68 parcel of property from their subdivision, to be utilized as open space for park purposes. This property would be removed from their overall acreage, which would result in a reduction of the park assessment fee for the subdivision. The property in question was adjacent to City property currently being utilized for the Woodland Trail and the disc golf course. Following a brief discussion, Councilor Campbell **moved** to accept the donation. Councilor Woodruff **seconded**, and the motion **carried** unanimously.

E. Transportation System Plan Update: City Manager Kemp explained that a project advisory committee was being created to review the draft materials for the update, and a City Council member should be part of the committee. Councilor Woodruff noted that there should also be a representative appointed to be on the Cascades West Area Commission on Transportation (CWACTION). She volunteered to be the representative on that committee, and Councilor Dennis volunteered to be the alternative. He also volunteered to be the Council representative on the project advisory committee. Councilor Woodruff indicated she would try to encourage someone from the Chamber of Commerce to volunteer for the City's committee as well.

F. Other Issues: None.

8. COUNCIL COMMENTS AND CONCERNS: Councilor Virtue nominated Councilor Holland to serve as Council President. Councilor Campbell seconded the nomination. There were no other nominations, and the vote to appoint Councilor Holland as Council President carried. A list of additional committee memberships will be included in the next Council packet. Councilor Dennis noted he had attended the County Library meeting and

they were very complimentary about the activities of our library, though there were concerns expressed about the need for additional space. He also asked about the status of code enforcement and it was noted that this would be a topic of discussion during the upcoming budget process, though at the present time the City Recorder has assumed those duties.

9. STAFF REPORTS: The written reports from the City Manager, Library Director, Public Works Director, City Planner and City Recorder were included in the packet materials. City Manager Kemp noted that the Council had received invitations to the upcoming grand opening of the hospital facility in Newport. The disc golf course is now playable, with all the baskets installed, and there will be an "Ice Bowl" on Saturday, January 12 to inaugurate the course. Council was invited to the ribbon-cutting ceremony at 8:30 a.m. and Public Works Director Andry indicated that there were 40 entrants currently signed up for the event. City Manager Kemp noted that he had met with ODOT regarding the potential use of the Open Space for wetlands mitigation, and their consultant was developing a design and conceptual plan.

10. GOOD OF THE ORDER: City Manager Kemp noted that the Mercantile building was scheduled for a Sheriff's auction on February 5. He would be reviewing the process with the County, and an executive session may need to be scheduled prior to the next Council meeting to provide direction. Following a brief discussion, **consensus** of the Council was to schedule an executive session on January 31 at 2:00 p.m. if necessary.

11. ADJOURNMENT: At 3:51 p.m., there being no further business to come before the Council, the meeting was adjourned.

Respectfully submitted,

Reda Q Eckerman, City Recorder

APPROVED by the Waldport City Council this ___ day of _____, 2019.

SIGNED by the Mayor this ___ day of _____, 2019.

Dann Cutter, Mayor

Radio Control Car Track

The Radio Control (RC) Car Club of the Waldport Public Library is requesting a portion of land in the southwest corner of the green space to build a RC car track. The track will be used by the RC club as well as the community and visitors to our community.

The Waldport Library held a week long summer RC Car Camp last summer where 18 kids from 4th grade to middle school attended. The library purchased 5 cars for the kids to build with the help of sponsors; Friends of the Waldport Library, Pioneer Telephone and Oregon Coast RC Racing and an Institute of Museum and Library Services (IMLS) grant from the Oregon State Library. The kids were divided into 5 groups and all participated in the building and painting of the cars. The cars debuted at the Waldport Library Big Truck night where the kids drove the cars for the first time. The last day of camp, we set up a track in the ball field where the kids were able to race the cars around a track.

The Oregon State Fair had a new category this past year for STREAM projects (science, technology, reading, engineering, art and math). One of the sub-categories was for RC cars. We entered all five of the cars into the State Fair and all won ribbons.

In September, the Waldport Library started the RC club for 4th grade through high school students and meets twice a month on the first and third Wednesday after school and average 8-10 kids per meeting. Club meetings start with a learning session about the mechanics of the cars and ends with a driving session with the cars. Some of the topics discussed at club meetings are how the shocks work, electronics, how different tires work to name a few.

Before the rains started, we ran the cars in an empty lot. The past few months, we have set up a temporary track in the community center. The kids are learning what it takes to drive around a track and the difference of how the cars handle on a smooth surface compared to dirt.

Since the summer camp and with the help of the IMLS grant, the library has purchased additional cars for the club. John Bennett, RC club leader, is heavily involved in the RC world and has talked to people throughout the country about the club at the library. Several people have been very supportive of the club and have donated parts and cars to the club.

The library and the RC Club would like to have a permanent location to run their cars. Several of the kids now have their own cars and would like a place to race them. The track would not only be used for the Waldport Library RC Club but could also be used by the community. The library is also looking to see if there is any interest in the community for an adult RC Club. The track could also be used to hold events and fundraisers for the RC club where the statewide RC community would be invited. A small local RC events can draw 100-200 people.

We would like the southwest corner of the "open space" because there is a small parking lot next to the area. The land would need to be scraped of the grass and a couple of areas raised for jumps. Some type of fencing to keep cars away from spectators and spectators off of the track. The fence could be

constructed of chain link or temporary orange caution fencing. A driving stand would be needed for the drivers to place the drivers up above the track to see their cars easier while racing. A drivers' stand is a basic wood box construction built a foot off the ground. A couple of tables at the edge of the track for cars to be worked on in between races. We have talked to Copelands and as well as businesses around town and they are willing to donate material for the project. Several from the RC community and the RC club in Lincoln City have offered to help build the track and of course, the Waldport Library RC club will be helping with the building and upkeep of the track.

Locating a track in the open space allows the Waldport Library RC Club to walk from the library to the track. Other locations would not allow this convenience.

Thank you for considering our request.

January 10, 2019

CITY OF WALDPORT

CITY RECORDER, RITA ECKERMAN
125 NW ALSEA HWY
P. O, BOX 1120
WALDPORT, 93394

This letter is to express my interest in sitting on the City Of Waldport's Budget Committee. In addition to my 8 years on the Waldport City Council, I have served on the Waldport Library Board for several years and the Lincoln County Library District.

Thank you for your consideration.

SINCERELY,

A handwritten signature in cursive script that reads "Shirley Hanes". The signature is written in black ink and is positioned above the printed name.

SHIRLEY HANES

Reda Eckerman

From: Heide Lambert <heide.nfk@gmail.com>
Sent: Thursday, February 07, 2019 8:55 AM
To: Reda Eckerman
Cc: paul virtue
Subject: Interest to serve on the Waldport Planning Commission

Hello Reda,

I am very interested in serving on the Waldport Planning Commission. After living in Waldport for the last 7 years, I feel I have a strong grasp of our communities values, needs and desired future. Please inform me of what steps I need to take to complete this process.

Thank you!

Total Control Panel

[Login](#)

To: reda.eckerman@waldport.org

From: heide.nfk@gmail.com

Message Score: 20

My Spam Blocking Level: Low

High (60): **Pass**

Medium (75): **Pass**

Low (90): **Pass**

[Block](#) this sender

[Block](#) gmail.com

This message was delivered because the content filter score did not exceed your filter level.



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Board Memberships

REQUESTED BY:

FOR MEETING DATE: February 14, 2019

SUMMARY OF ISSUE:

There are several boards and committees that have City Council members appointed to represent the City. Council is asked to confirm or change representation on the following groups:

Solid Waste Advisory Committee (SWAC) – Harry Dennis (?)

Cascades West Area Commission on Transportation (CWACT) – Susan Woodruff, Harry Dennis (alt)

Council of Governments (COG) – Dann Cutter

Lincoln County Transit Authority – Greg Holland (?)

Local Public Safety Coordinating Council – Greg Holland & Dann Cutter

Facilities Co-Location Committee – Harry Dennis & Dann Cutter

Waldport TSP Update Committee – Harry Dennis



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Highway 101 Seawall Connection Project
ODOT Discussion – Local Agency Agreement

REQUESTED BY: City Manager / City Planner

FOR MEETING DATE: February 14, 2019

SUMMARY OF ISSUE:

At its November 2018 meeting, the City of Waldport ("City") City Council reviewed a Local Agency Agreement with the Oregon Department of Transportation ("ODOT") with respect to a potential project on Highway 101 adjacent to the seawall, between downtown and to the south.

City Council directed staff to contact ODOT and invite representatives to this meeting. Staff met with ODOT, and prepared the attached summary of the project, including concerns raised.

STAFF RECOMMENDATION or ACTION REQUESTED:

Discuss project with ODOT and provide direction.

Staff recommends that the City Council consider this project to substantially of regional and state significance, not a local project. Staff therefore recommends not proceeding with the Local Agency Agreement, unless the City's concerns are satisfactorily addressed.

BACKGROUND:

Please see attached background paper, as well as a copy of the staff report from November 8, 2018, including the draft Local Agency Agreement.

Attachments: Hwy 101 Seawall Project – Background
Copy of Staff Report and Local Agency Agreement (November 2018)

HWY 101 SEAWALL PROJECT BACKGROUND – FEBRUARY 2019

The Hwy 101 Seawall project was selected for funding in the Oregon Department of Transportation's (ODOT) 2018-2021 Statewide Transportation Improvement Program (STIP).

This project was initially for design and construction of the Bridgeview Trail and a minor widening of the pedestrian/bicycle path along the west side of the highway from Maple Street to Wazyata Avenue. ODOT then determined that the proposed Bridgeview Trail project could not meet American Disabilities Act (ADA) standards. Therefore, the project was revised to provide the preliminary engineering design acceptance package for the reconfiguration of Hwy 101 to accommodate bikes and pedestrians by widening the existing section of the highway between Maple Street and Wazyata Avenue.

Project costs for the preliminary engineering design are estimated to be \$243,800. Federal funding totals \$218,761.74 and remaining costs would be provided by the City, i.e. required 10.27% match totaling \$25,038.26.

Issues

The following issues, for City Council consideration, focus on the costs to the City for design, construction, and long-term maintenance.

- A. The current proposed project (engineering design) includes a required City cash match of \$25,038.26.
- B. The City would be responsible for any cost overruns in excess of federal or state funds, even though the project would be controlled by ODOT. Therefore, if engineering design costs exceed \$243,800, the City would be responsible for that excess amount (in addition to the \$25,038.26).
- C. There are no guarantees that future funding will be available for construction.
- D. If construction funding was made available in the future, the City would likely be responsible for a cash match of 10.27% of construction costs. There is no estimate of construction costs at this time. For discussion purposes only, let's say the cost of construction is \$3 million with the likelihood of cutting into the steep bank and building a retaining wall. A City cash match at 10.27% of \$3 million is \$308,100.
- E. Standard ODOT Agreement language would require the City to be responsible for any construction cost overruns. Overruns often occur so the City would be responsible for an unknown amount over and above the initial construction cost estimate.
- F. Standard ODOT Agreement language typically requires the City to be responsible for long-term maintenance of enhancements. It is unclear what defines an enhancement. Is it a benefit to the City versus a benefit to the state highway? Would maintenance of a retaining wall be the City responsibility? Would the City be responsible if the retaining wall failed?
- G. Who does benefit from design and construction of this project? ODOT would benefit from having a substandard section of state highway improved with increased travel lanes widths, pedestrian facilities, and bicycle facilities. ODOT would benefit by improving a substandard section of the Oregon Coast Bike Route. The Oregon Parks & Recreation Department would benefit from improving a substandard section of the Oregon Coast Trail. The City of Waldport would marginally benefit from the limited local traffic that travels between downtown and the Yaquina John Point neighborhood. It is evident that the State is the big benefactor of improvements to this section of state highway.

**CITY OF WALDPORT
MEETING AGENDA COVER SHEET FOR
DISCUSSION / ACTION ITEMS**

TITLE OF ISSUE

Hwy 101 Seawall Connection – City Council
Consideration of Local Agency Agreement

REQUESTED BY

City Manager and City Planner

November 8, 2018

FOR MEETING DATE

COPY

SUMMARY OF ISSUE

The Local Agency Agreement for the Hwy 101 Seawall Connection Project, between the City of Waldport and the Oregon Department of Transportation (ODOT), is enclosed for your consideration. This project is in the 2018-2021 Statewide Transportation Improvement Program (STIP) adopted for funding by the Oregon Transportation Commission.

This project was initially for design and construction of the Bridgeview Trail and a minor widening of the pedestrian/bicycle path along the west side of the highway from Maple Street to Wazyata Avenue. ODOT then determined that the proposed Bridgeview Trail project could not meet American Disabilities Act (ADA) standards. Therefore, the project was revised to provide the preliminary engineering design acceptance package for the reconfiguration of Hwy 101 to accommodate bikes and pedestrians by widening the existing section of the highway between Maple Street and Wazyata Avenue.

Project costs for the preliminary engineering design are estimated to be \$243,800 with federal funding of \$218,761.74 and remaining costs, including the required 10.27% match (\$25,038.26), provided by the City. The City may seek ODOT approval to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. However, the City should plan for being responsible for a 100% cash match of \$25,038.26.

STAFF RECOMMENDATION or ACTION REQUESTED:

City Council approval of the attached Local Agency Agreement.

COPY

**LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
State Delivered Federal Project**

US101: SW Waziyata Street – SW Maple Street (Waldport)
City of Waldport

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

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. US101 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
5. The Project was selected as a part of the Multimodal Transportation Enhance Program (MTEP) and may include a combination of federal and state funds.

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

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the preliminary engineering design acceptance package plans for the US101: SW Waziyata Street – SW Maple Street (Waldport) project on behalf of Agency, hereinafter referred to as "Project." Project includes the reconfiguration of US101 in Waldport to accommodate bikes and pedestrians by widening the existing section of US101 between SW Waziyata Street and SW Maple Street to include multi-use path within State right of way on behalf of Agency. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. State and Agency agree that State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. The total Project cost is estimated at \$243,800, which is subject to change. Federal funds for this Project shall be limited to \$218,761.74. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
4. Federal funds under this Agreement are provided under Title 23, United States Code.
5. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
6. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
7. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
8. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
9. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
10. This Agreement may be terminated by mutual written consent of both Parties.
11. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
12. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
13. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
14. Indirect Cost Rate.
- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
15. **Americans with Disabilities Act Compliance:**

The Parties agree that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, will be designed to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together "ADA") by meeting current ODOT Highway Design Manual standards. The Parties further agree that all Project sidewalks, curb ramps, and pedestrian-activated signals will be designed using ODOT Standard Drawings, and that the ODOT Design Exception process will be followed for any sidewalk, curb ramp, or pedestrian-activated signal that cannot be designed to the ODOT standards. The Project design shall include temporary pedestrian routes through or around any work zone. All such temporary pedestrian routes shall include

directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility.

16. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
17. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
18. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
19. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
21. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
22. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this

provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.

23. State Contact for this Agreement is Brennan Burbank, Local Agency Liaison, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333; telephone: Salem-(503) 986-2825 or Corvallis-(541) 757-4116, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

24. Agency's Contact for this Project is Larry Lewis, City Planner, 125 Alsea Highway, Waldport, Oregon 97394; telephone: (541) 264-7417, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #18754) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

Signature Page to Follow

CITY OF WALDPORT, by and through its
elected officials

By _____
Title

Date _____

By _____
Title

Date _____

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

By _____
Agency Counsel

Date _____

Agency Contact:

Larry Lewis, City Planner
City of Waldport
125 Alsea Highway
Waldport, Oregon 97394
(541) 264-7417
Larry.Lewis@waldport.org

State Contact:

Brennan Burbank, Local Agency Liaison
3700 SW Philomath Blvd.
Corvallis, Oregon 97333
(541) 757-4116 or Salem-(503) 986-2825
Brennan.burbank@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Roadway Manager

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Local Program Lead and
Consultant Project Manager

Date _____

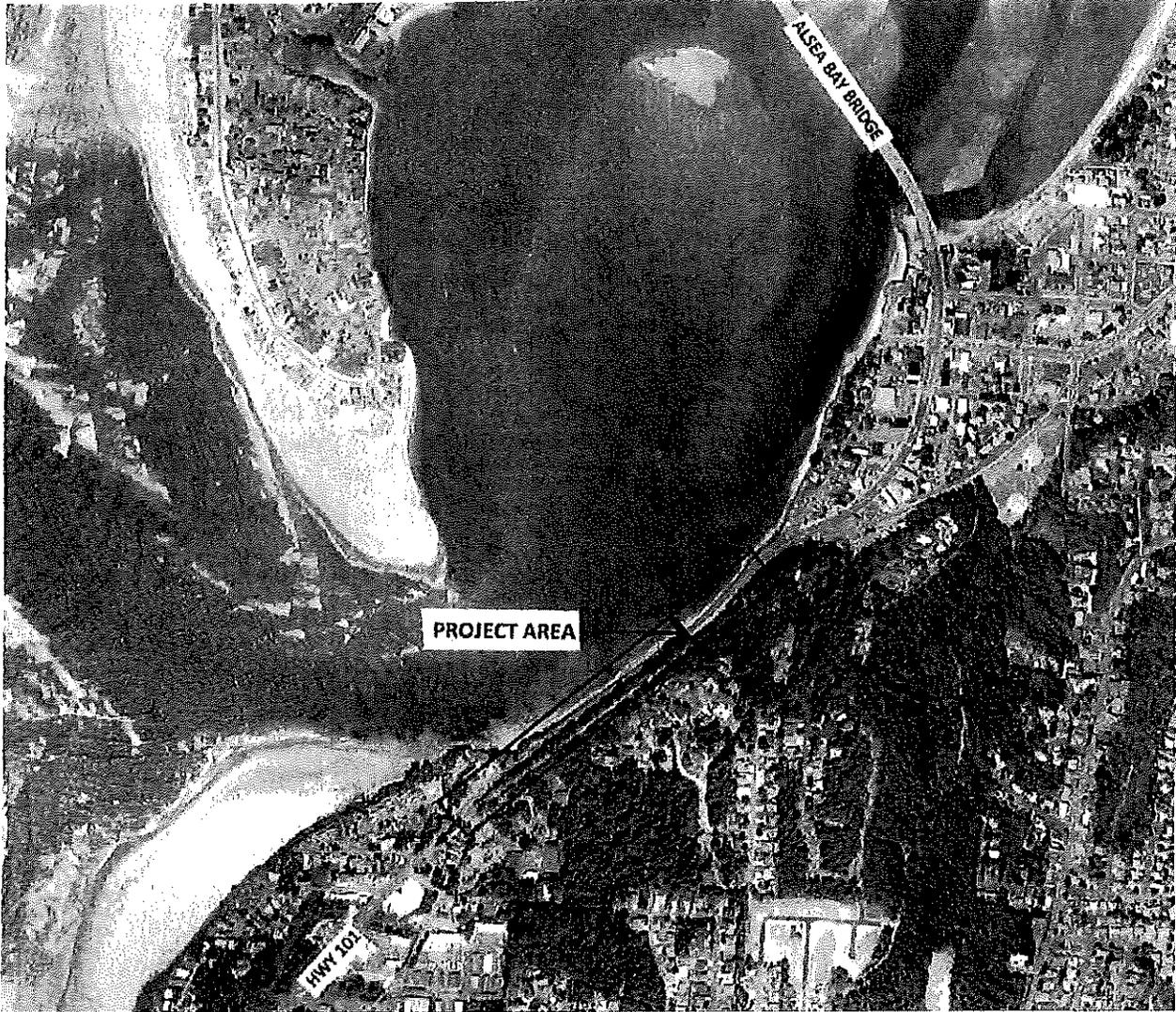
**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map

18754 - US 101 - SW Waziyata St - SW Maple St (City of Waldport)



**ATTACHMENT NO. 1 to AGREEMENT NO. 31219
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. State will submit monthly status reports to Agency providing Project progress information and Project budget status.
4. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using the criteria in 2 CFR 200.330.

Agency/State
Agreement No.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide

Agency/State
Agreement No.

audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.

11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will

Agency/State
Agreement No.

forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the

Agency/State
Agreement No.

design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
22. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4), OAR 137-048-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
23. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Agency/State
Agreement No.

REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be initiated by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
34. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
35. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

36. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

37. State, its consultant, and Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State

Agency/State
Agreement No.

Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

38. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
39. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
40. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

41. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

42. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
43. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of

Agency/State
Agreement No.

State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

44. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

45. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

46. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

47. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Agency/State
Agreement No.

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Open Space Project – Consideration of ODOT Concepts

REQUESTED BY: City Manager / City Planner

FOR MEETING DATE: February 14, 2019

SUMMARY OF ISSUE:

The City of Waldport (“City”) now owns the approximately 12 acres of land that used to house the Waldport High School campus (“Open Space” or “Site”). The Site is vacant, and subject to restrictions by the Federal Emergency Management Agency (“FEMA”). The next steps are to review and assess the Site and consider alternatives for parks/recreational uses.

The City held a community charrette in 2015, which resulted in one possible site plan for consideration. Based on this site plan, staff has been working on a variety of ideas for the Open Space, one of which involves ODOT. ODOT approached staff quite some time ago with a need to develop a “wetlands mitigation bank” in the area, to be used as it designs and constructs projects in the Waldport vicinity along Highways 34 and 101. This item is to review this matter.

STAFF RECOMMENDATION or ACTION REQUESTED:

Review and provide feedback on wetlands options for the Open Space.

BACKGROUND:

The Federal Emergency Management Agency paid the Lincoln County School District \$3 million to move the Waldport High School out of the tsunami inundation zone, in exchange for assuming no-build restrictions on the approximately 12-acre Site. The High School was demolished several years ago, and the Site was recently transferred to the City. No buildings may be placed on the Open Space, other than restrooms, and no new pavement is allowed.

In 2015 the City held a community charrette over a few days to come up with ideas for the Site. This general concept plan was integrated into the 2016 Parks, Recreation & Trails Plan, which is integrated into the Plan as Exhibit 3, and copied on the following page. Also following is Goal C and Plan objectives for the Open Space. While wetlands is noted as a high priority, this idea is open for discussion. As you know, an amphitheater is off the table at this time due to costs and demands from the State of Oregon Office of Emergency Management and FEMA.

Waldport Parks, Recreation & Trails Master Plan

Exhibit 3



Open Space Project Site Plan

GOAL C. CREATE A PREFERRED PLAN FOR THE FORMER WALDPART HIGH SCHOOL SITE.

OBJECTIVES

The overall objectives of this goal are to create a coastal model for reuse of lands vacated by FEMA-assisted relocations; pursue a financially sustainable open space concept; establish a multi-use space that connects people to Waldport's unique natural resources and provides active and passive recreation amenities; create an accessible public space available for residents and visitors of all ages and abilities; develop a community showcase with benefits for diverse interests; create a community asset and a regional draw, bringing people to Waldport for sports, recreation, festivals, and unique retail opportunities; develop a visually appealing source of community pride; build play areas and spaces for kids and families to congregate; provide ecological, science, and technology education and training opportunities and; connect people between the Port and the park/slough.

Specific objectives are prioritized as follows:

High Priorities

- a. Restore wetlands in the eastern portion of the site.
- b. Provide trails, play areas, and exercise areas.
- c. Provide picnic and group gathering facilities.
- d. Construct public restrooms.
- e. Conduct site work and utility improvements.

Medium Priorities

- a. Design and construct a BMX Track.

Other Priorities to be Determined

- a. Design and construct an amphitheater.
 - b. Establish and implement a tsunami preparation plan.
 - c. Design and construction a tsunami evacuation plan.
-

ODOT WETLANDS CONCEPT

The Oregon Department of Transportation ("ODOT") approached City staff with an interest in developing a wetlands mitigation bank for ODOT projects in the area. Rather than create numerous smaller wetlands, the larger bank would create economies of scale and be drawn down over time to mitigate its ongoing projects. ODOT thinks that five acres is needed. The general idea is that ODOT would build the wetlands, manage it through stabilization (about five years), then the City would retain ownership under an adopted management plan. The City would need a better understanding of ongoing tasks and any costs associated with this. We would not entertain any project that would burden us, unless there are net benefits.

Attached for Council information and review are email with possible concepts. Council is being asked to determine whether to proceed working with ODOT.

In addition, it has become clear that there are underground utilities scattered about and throughout areas of the Site, including possibly a main waterline. No matter what transpires with ODOT, the City would benefit by having Nyhus survey the utilities. If we go forward with ODOT, this could be something we ask of ODOT, as well as pay for relocation for its wetland project. (Nyhus did the original topo survey a few years ago and would mostly be a matter of locating utilities and having Nyhus do the field and office work to add them to the existing survey.)

Attachment: Emails, conceptual plans and cost estimates

Kerry Kemp

From: Kerry Kemp
Sent: Wednesday, January 30, 2019 3:33 PM
To: 'LIVINGSTON Bradley F'; Larry Lewis
Cc: LIVINGSTON Bradley F (bradley.f.livingston@state.or.us); Scott Andry (scott.andry@waldportworks.org); 'Chris Brugato'
Subject: RE: Lint Slough Concept plans and cost estimate
Attachments: Open Space Wetlands - ODOT.pdf

Greetings,

Thanks for sending these along, as well as the one with updated costs for a culvert.

We've reviewed these internally, as well as with our Public Works Department and City Engineer, and offer the following initial feedback:

1. We are concerned that it basically absorbs most of the usable site, leaving only a small place for other community uses. Not sure the City Council or community will accept this outcome.
2. It's my understanding that there is a DEQ permit for stormwater along the northern "Red Ditch" edge, near Highway 34 towards Crestline Drive. The wetlands area will probably need to be separated more from Red Ditch, rather than an integral or continuing part of it.
3. The proposed location of the box culvert under/through Crestline Drive may be in the area of some water valves.
4. In exchange for creating a separation, and the need for moving the culvert, part of the wetlands may possibly encroach onto the existing paved parking, necessitating its removal.
5. The City would like to discuss and understand the framework for mitigation credits a little further, as we also may have a need for credits for a future raw water source development project.

We could take the plan as is for Council review, although we'd prefer seeing if another alternative could also be developed. I've attached a rudimentary sketch, which has not been reviewed by either PW or our engineer, so I'm sending concurrently for their review. This shows a somewhat smaller wetlands, that takes over part of the parking lot. When looking at older aerial photos this appears to be where a natural wetlands occurred, before the high school was built. A culvert could maybe be placed at either end, under Crestline, to Lint Slough. Looking for thoughts on this approach as well, including if this sort of plan doesn't provide enough "bank for the buck," so to speak. A utility survey would be needed, and some utilities would need to be relocated, no matter which alternative is preferred.

Our next Council meeting is two weeks from tomorrow, so we have until end of next week to solidify some concepts. Thank you.

From: LIVINGSTON Bradley F <Bradley.F.LIVINGSTON@odot.state.or.us>
Sent: Tuesday, January 15, 2019 4:13 PM
To: Kerry Kemp <kerry.kemp@waldport.org>; Larry Lewis <larry.lewis@waldport.org>
Cc: LIVINGSTON Bradley F (bradley.f.livingston@state.or.us) <bradley.f.livingston@state.or.us>
Subject: Lint Slough Concept plans and cost estimate

Kerry Kemp

From: LIVINGSTON Bradley F <Bradley.F.LIVINGSTON@odot.state.or.us>
Sent: Tuesday, January 15, 2019 4:13 PM
To: Kerry Kemp; Larry Lewis
Cc: LIVINGSTON Bradley F (bradley.f.livingston@state.or.us)
Subject: Lint Slough Concept plans and cost estimate
Attachments: Construction Cost Estimate.pdf; Construction Recommendations.pdf; Lint Slough Conceptual Design (color).pdf; Lint Slough Conceptual Design (B&W).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hey guys, here is the set of Concept Plans David pulled together to review. Folks at ODOT are supportive of sharing these with yourselves and the City Council to get feedback. Let me know if this is enough information or if you have questions at this stage.

Thanks,

Brad Livingston
Wetlands Program Lead
ODOT Technical Leadership Center
503-986-3062

Total Control Panel

[Login](#)

To: kerry.kemp@waldport.org · [Remove](#) this sender from my allow list

From:
bradley.f.livingston@odot.state.or.us

You received this message because the sender is on your allow list.

Ecological Engineering, LLC

Water Resources and Habitat Restoration Engineering

Oregon Department of Transportation
Lint Slough Wetland Mitigation
Project Summary and Construction Recommendations
January 11, 2019

The Oregon Department of Transportation (ODOT) requested that Ecological Engineering prepare a conceptual design for approximately 5.5 acres of wetland restoration/mitigation for a site in Walport, Oregon. As part of this project, Ecological Engineering conducted an initial site visit and meeting with City of Waldport administration, prepared a set of conceptual level plans to depict proposed grading and landscaping features, prepared a planning level cost estimate based on the conceptual design, prepared basic construction recommendations, and will attend one meeting with City administration to present the design.

Construction Recommendations

The conceptual design of the Lint Slough Wetland Mitigation is shown graphically on a set of plans submitted separately from this document. The intent of this document is to provide a summary of the design features as construction recommendations. The design features and construction recommendations are based on a conceptual design completed to provide insights to the physical and economic feasibility of the project and serve as a basis for discussions with the City of Waldport.

In general, the proposed project will restore tidal wetlands and streams on the project site to serve as mitigation for future wetland and stream impacts associated with ODOT projects. The design includes a forested buffer for the wetlands, habitat enhancement features for aquatic, terrestrial, and avian wildlife, and some passive recreational features. More specific construction recommendations are presented in the table below. All values are estimates.

Project Feature Description	Quantity
Total Tidal Wetland Restoration	5.62 acres
Tidal Mudflat	1.91 acres
Tidal Emergent Marsh	3.71 acres
Wetland Buffer	1.16 acres
Red River Restoration	1208 linear feet
Red River Tributary Restoration	400 linear feet
Concrete Box Culvert Tidal Connection	12-ft wide x 3-ft high x 80-ft long
Instream Large Wood for Habitat	10 trees with root wads attached
Raptor Perches	2
Pedestrian Trails	2600 linear feet
Pedestrian Bridges	3

Construction Cost Estimate

The majority of the cost of the project is associated with grading and earthwork. Earthwork quantities are summarized as follows:

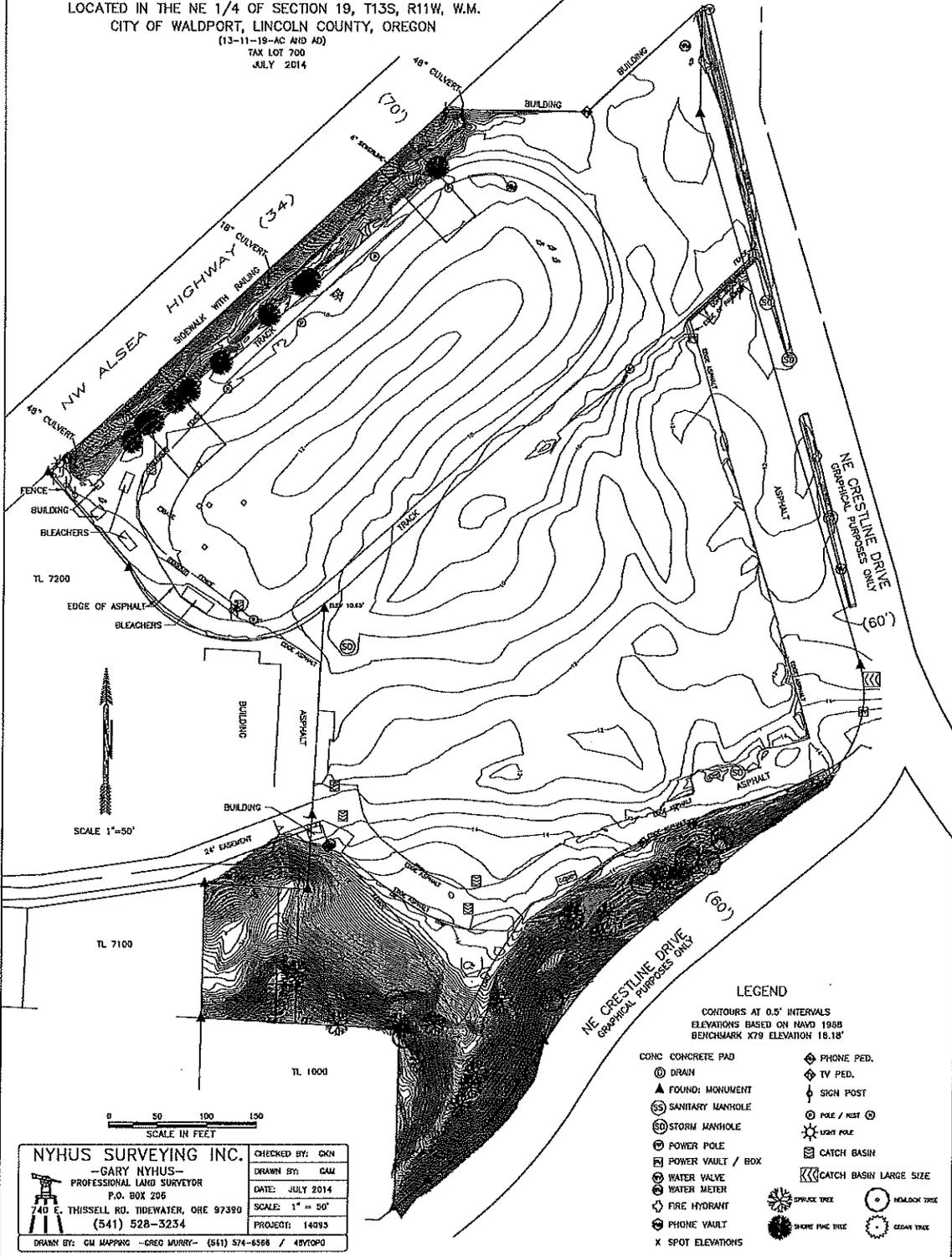
Cut Material	38,840 cubic yards
Fill Material	2,130 cubic yards
Surplus Material	36,170 cubic yards

Cut material is the soil that must be removed to restore the ecological values of Red River, its onsite tributary, and the tidal marsh that was filled in the past for development purposes. Fill material is excavated material that is placed outside of the wetland mitigation area to construct the berm on which the buffer is planted and to fill the area in the northwest portion of the site for future development by the City. Surplus material is the excess cut material that has not been kept on site for other uses.

The construction cost estimate is presented in the table below. With a 20% contingency included, the project is expected to cost approximately \$836,000 as designed. The largest line item is hauling surplus material offsite, at \$165,000. The next largest line item is disposal of the surplus material, at \$110,000. The greatest construction cost reduction can be achieved through the reduction of material hauling and disposal costs through the reduction of the travel distance and reduction or elimination of the disposal cost. Finding a site or sites nearby that would welcome the material could result in substantial cost reductions. Another potential cost reduction is to reduce the amount of excavation by grading the site to the highest elevation that will support tidal wetland. This approach would drastically reduce the amount of mudflat and lower tidal marsh, and result in a site with lower ecological diversity, but could provide a significant reduction in excavation quantities. Other cost reductions can be achieved through the elimination of some items that can be considered optional, such as the trails, boardwalks, and bridges.

The estimated cost per acre of wetland restoration/mitigation is \$148,700 if the stream credits are not factored in. However, the site has the potential to produce over 1600 linear feet of stream credits that have substantial value that should be considered in the evaluation of the cost effectiveness of the project. The design can be modified to optimize the mitigation value of the site by adjusting the area of the site dedicated to tidal wetland restoration versus stream restoration.

TOPOGRAPHICAL SURVEY PREPARED FOR
CITY OF WALDPOR
 LOCATED IN THE NE 1/4 OF SECTION 19, T13S, R11W, W.M.
 CITY OF WALDPOR, LINCOLN COUNTY, OREGON
 (13-11-19-AC AND AD)
 TAX LOT 700
 JULY 2014



SCALE 1"=50'

0 50 100 150
 SCALE IN FEET

NYHUS SURVEYING INC.		CHECKED BY: GKN
-GARY NYHUS- PROFESSIONAL LAND SURVEYOR		DRAWN BY: GAM
P.O. BOX 206		DATE: JULY 2014
740 E. THISSELL RD. TIDEWATER, ORE 97389		SCALE: 1" = 50'
(541) 528-3234		PROJECT: 14093
DRAWN BY: GM MAPPING -GREG MURRY- (541) 574-6586 / 4BYTOPO		

LEGEND

- CONTOURS AT 0.5' INTERVALS
 ELEVATIONS BASED ON NAVD 1988
 BENCHMARK X79 ELEVATION 18.18'
- | | |
|---------------------|--------------------------|
| CONC CONCRETE PAD | PHONE PED. |
| ① DRAIN | TV PED. |
| ▲ FOUND. MONUMENT | ◇ SIGN POST |
| ⑤ SANITARY MANHOLE | ⊙ POLE / WET |
| ⑩ STORM MANHOLE | ⊙ WET POLE |
| ⊙ POWER POLE | ☀ CATCH BASIN |
| ⊙ POWER VAULT / BOX | ☀ CATCH BASIN LARGE SIZE |
| ⊙ WATER VALVE | ⊙ SPRUCE TREE |
| ⊙ WATER METER | ⊙ REDWOOD TREE |
| ⊙ FIRE HYDRANT | ⊙ SHORE PINE TREE |
| ⊙ PHONE VAULT | ⊙ CEDAR TREE |
| X SPOT ELEVATIONS | |

REVISION DATE:	
DESIGNER:	FALL 2014
DRAWN:	DS
CHECKED:	DS
PROJECT NUMBER:	14-10
REVISION DATE:	
DATE:	
SHEET NUMBER:	

LINT SLOUGH WETLAND MITIGATION

EXISTING CONDITIONS



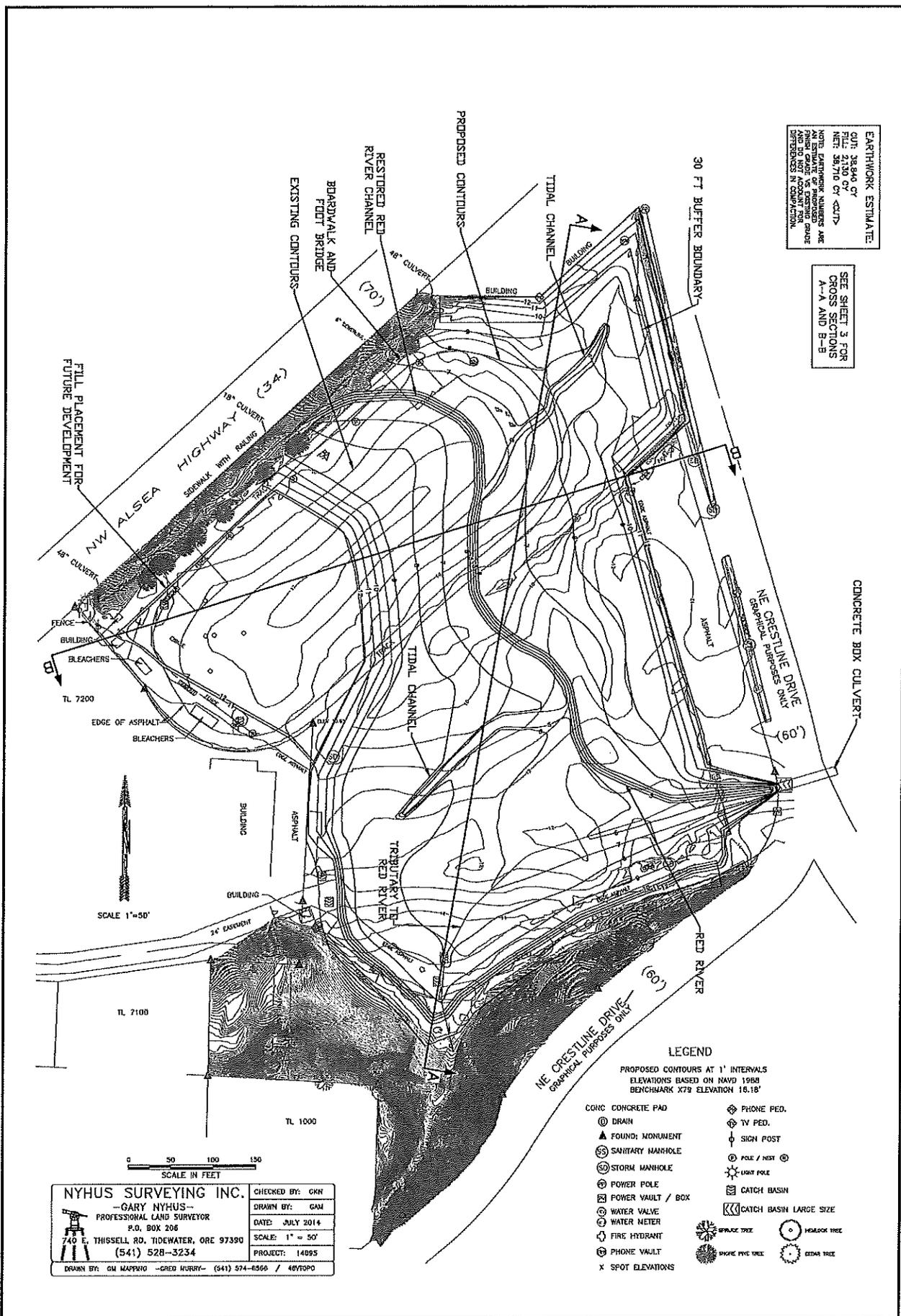
2016 SE HEWLE ROAD
 CORBETT, OR 97019
 PH (503) 704-6013
 dgorman@ecoenet.com



SHT 1 OF 4

EARTHWORK ESTIMATE:
 QM: 38,840 CY
 FILL: 21,330 CY
 NET: 38,710 CY C&D
 NOTE: EARTHWORK NUMBERS ARE AN ESTIMATE OF PROPOSED WORK AND DO NOT ACCOUNT FOR DIFFERENCES IN CONSTRUCTION.

SEE SHEET 3 FOR
 CROSS SECTIONS
 A-A AND B-B



<p>NYHUS SURVEYING INC. -GARY NYHUS- PROFESSIONAL LAND SURVEYOR P.O. BOX 206 740 E. THISSELL RD., TIDEWATER, ORE 97330 (541) 528-3234</p>	CHECKED BY: GKN DRAWN BY: GAM DATE: JULY 2014 SCALE: 1" = 50' PROJECT: 14095
	DRAWN BY: GUN MAPPING -GREG HURRY- (541) 574-6566 / 4870PO

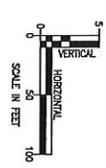
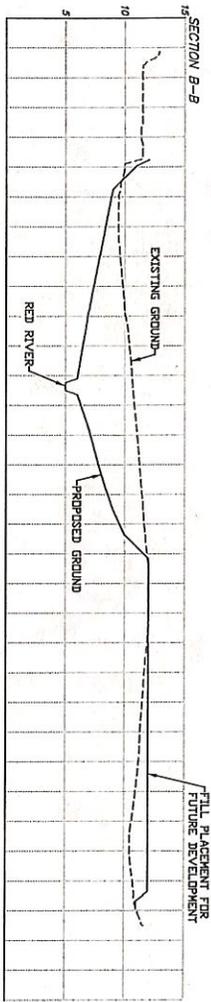
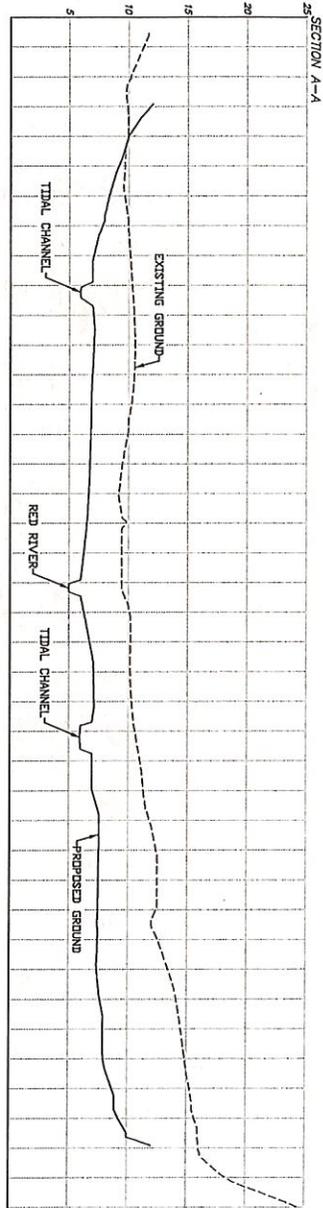
FIELDWORK DATE:	FALL 2013
DESIGN DATE:	FALL 2013
DESIGNER:	NYHUS
CHECKED:	NYHUS
PROJECT NUMBER:	14095
REVISION DATE:	11/1/13
SHEET NUMBER:	2 OF 4

LINT SLOUGH WETLAND MITIGATION
 PROPOSED GRADING AND EARTHWORK



2018 SE HEHLE ROAD
 CORBETT, OR 97019
 PH (503) 704-6013
 egoman@hevet.com





LINT SLOUGH WETLAND MITIGATION

CROSS SECTIONS A-A AND B-B



2016 SE HENKLE ROAD
CORBETT, OR 97019
PH (503) 704-6013
dgoiman@hevanet.com



FIELDWORK DATE:	FALL 2018
DESIGN:	DS
DRAWN:	DS
CHECKED:	DS
PROJECT NUMBER:	18-010
REVISION:	1/2018
DATE:	
SHEET NUMBER:	

LANDSCAPING LEGEND

[Green Swatch]	TIDAL MARSH
[Brown Swatch]	TIDAL MUDFLAT
[Blue Swatch]	RIVER CHANNEL
[Red Swatch]	PEDESTRIAN TRAIL
[Pink Swatch]	FOOT BRIDGE
[Tree Symbols]	TREES



LEGEND

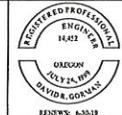
PROPOSED CONTOURS AT 1' INTERVALS
 ELEVATIONS BASED ON NAVD 1988
 BENCHMARK X79 ELEVATION 16.18'

- | | |
|---------------------|--------------------------|
| CONC CONCRETE PAD | PHONE PED. |
| ⊕ DRAIN | TV PED. |
| ▲ FOUND: MONUMENT | ⊕ SIGN POST |
| ⊕ SANITARY MANHOLE | ⊕ POLE / MAST |
| ⊕ STORM MANHOLE | ⊕ LIGHT POLE |
| ⊕ POWER POLE | ⊕ CATCH BASIN |
| ⊕ POWER VAULT / BOX | ⊕ CATCH BASIN LARGE SIZE |
| ⊕ WATER VALVE | ⊕ SPRUCE TREE |
| ⊕ WATER METER | ⊕ HEALOCK TREE |
| ⊕ FIRE HYDRANT | ⊕ SHORE PINE TREE |
| ⊕ PHONE VAULT | ⊕ CEDAR TREE |
| X SPOT ELEVATIONS | |

<p>NYHUS SURVEYING INC. -GARY NYHUS- PROFESSIONAL LAND SURVEYOR P.O. BOX 206 740 E. THISSELL RD. TIDEWATER, ORE 97390 (541) 528-3234</p>	CHECKED BY: GKN
	DRAWN BY: GAN
	DATE: JULY 2014
	SCALE: 1" = 50'
	PROJECT: 14095
DRAWN BY: GN MAPPING -GREG MURRY- (541) 574-6566 / 48VTOPO	

FIELDWORK DATE:	FALL 2018
DESIGN:	DG
DRAWN:	DG
CHECKED:	DG
PROJECT NUMBER:	14-10
REVISION DATE:	07/13
SHEET NUMBER:	4 OF 4

LINT SLOUGH WETLAND MITIGATION
 LANDSCAPING PLAN



2016 SE HENKLE ROAD
 CORBETT, OR 97019
 PH (503) 704-6013
 dgorman@hevanet.com



Kerry Kemp

From: LIVINGSTON Bradley F <Bradley.F.LIVINGSTON@odot.state.or.us>
Sent: Tuesday, January 22, 2019 9:25 AM
To: Larry Lewis; Kerry Kemp
Subject: FW: Lint Slough Cost Estimate-UPDATE
Attachments: Construction Cost Estimate V2.pdf; Lint Slough Bridge Prelim Sketch.pdf

FYI-

From: David Gorman, PE [mailto:dgorman@hevanet.com]
Sent: Friday, January 18, 2019 1:40 PM
To: LIVINGSTON Bradley F
Subject: Lint Slough Cost Estimate

Brad:

The version of the cost estimate for Lint Slough that I sent you was missing the material costs for the culvert. I have updated the cost estimate to include those precast concrete items, which includes the culvert, 2 headwalls, and 4 wingwalls. This increased the cost estimate by \$100,000, but the estimate is still below \$1,000,000.

The box culvert I included in the design was intended to be a placeholder that should work fine but is not as ecologically or aesthetically desirable as a bridge. For comparison, I inquired with Contech about a bridge for the project. A bridge that would work quite well is shown on the attached plans. This bridge design is slightly larger than the box culvert included in the cost estimate and should work great. The downside is that this bridge would add roughly \$125,000 to the project cost over and above the culvert, pushing the project cost over \$1,100,000.

Let me know what you think about the bridge design and the increased cost.

--

David Gorman, PE

Principal, Ecosystem Restoration Engineer

Ecological Engineering, LLC

dgorman@hevanet.com

503-704-6013 mobile

Website: <http://ecological-engineering-llc.com/>

*Ecological Engineering: Sustainable water resource and ecosystem engineering
that integrates human society with its natural environment*

Oregon Department of Transportation
 Lint Slough Wetland Mitigation
 Planning Level Design and Construction Cost Estimate
 Prepared by Ecological Engineering, LLC
 Updated 1/18/2019

Note:

This cost estimate is based on a conceptual level design
 Unit costs are based on RS Means Site Work and Landscape Cost Data, 2013 (Published in 2012)
 Unit costs were updated using RS Means Cost Index (Published 1-1-2019)
 Landscaping and Monitoring & Maintenance costs are current and have not had the construction cost index applied

2013 Construction Cost Index =	201.2
2019 Construction Cost Index	227.3
Construction Cost Adjustment =	1.130
City Cost Index =	1

LINE ITEM #	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	ITEM COST (\$)	RS MEANS REFERENCE	NOTES
	SITE GRADING & EARTHWORK						
1	Mob / Demob	LS	1	11000.00	11,000	01 54 36.50 0100	Mobilization, demobilization, onsite office, etc.
2	Clearing and Grubbing	ACRE	0		0		None required
3	Bulk Excavation	BCY	38,840	2.21	85,836	31 23 16.42 0300	2 CY Excavator @ 165 CY/hr plus 15% for loading onto trucks
4	Work Zone Dewatering	DAY	21	360.00	7,560	31 23 19.20 0650, 0670	2.4" pumps, attended 2 hours/day
5	Organic Soil Stockpile	BCY	2,993	6.85	20,502	31 23 16.46 5420	3.71 acres x 0.5-foot deep. Using 300 HP dozer and 300' haul.
6	Organic Soil Placement	BCY	2,993	6.85	20,502	31 23 16.46 5420	3.71 acres x 0.5-foot deep. Using 300 HP dozer and 300' haul.
7	Fill Placement	LCY	2,130	1.70	3,621	31 23 16.46 5020	Upland fill placement outside wetland work
8	Onsite Material Transport	LCY	2,130	3.33	7,093	31 23 23.20 0014	8 CY Truck; onsite transport only
9	Material Loading				0		Covered under Bulk Excavation
10	Material Trucking	LCY	36,710	4.49	164,828	31 23 23.20 3096	16.5 CY truck, 45 mph, 10 mile cycle
11	Material Disposal	LCY	36,710	3.00	110,130	Runion Excavating	Local disposal
12	Rough Grading	EACH	1	2000.00	2,000	31 22 13.20 0240	Entire cut and fill area
13	Finish Grading	SY	41,400	0.20	8,280	31 22 16.10 3300	Entire cut and fill area
14	Compaction	ECY	6,895	0.28	1,931	31 23 23.23 6000	Towed sheepsfoot, one 6" top lift only, 2 passes, entire cut and fill area
15	Box Culvert 12'x3'	LF	80	760.00	60,800	33 41 13.60 0400	12'x3'x80'
16	Box Culvert Head Walls	EACH	2	10000.00	20,000	33 42 13.13 0580	
17	Box Culvert Wing Walls	EACH	4	10000.00	40,000	33 42 13.13 0580	
18	Box Culvert Installation	EACH	1	10100.00	10,100		
19	Asphalt Cutting	LF	400	2.57	1,028	02 41 19.25 0015, 0020	Road and parking lot cuts to install culvert
20	Asphalt Demolition	SY	3,000	9.20	27,600	02 41 13.17 5050	Demolish road and parking lot asphalt for culvert, and driveway
21	Asphalt Paving/Repair	SY	150	39.00	5,850	32 11 26.13 0550, 8900	6" asphalt concrete repair to NE Crestline Dr.
22	Asphalt Hauling	CY	500	27.70	13,850	31 23 23.20 4314	20 CY truck, 130 mile cycle (10.65x(130/50))
23	Asphalt disposal	CY	500	138.42	69,210	Coffin Butte Landfill	\$69.50/ton plus \$16.25/load; 990 tons and 25 20-CY loads
24							
25	EROSION CONTROL						
26	Sheet Piling Tidal Exclusion	SF	1,050	10.40	10,920	31 41 16.10 4000	Sheet pile construction area exclusion
27	Erosion Control - Jute Mesh	SY	4,840	2.06	9,970	31 25 14.16 0020	Up to one acre
28	Erosion Control - Seeding	MSF	103	30.00	3,090	32092 19.14	Tractor spread
29							
30	GRADING & EARTHWORK SUBTOTAL				715,701		
31	CONSTRUCTION COST INDEX ADJ.				808,543		
32	Contingency	%	1	20.00	143,140		
33	GRADING & EARTHWORK TOTAL				951,684		
34							
35	LANDSCAPING						
36	Mob / Demob	LS					
37	Forest Restoration	ACRE	1.16	540.00	626	Greenworks	240 stems per acre
38	Shrub-Scrub Restoration	ACRE	1.16	720.00	835	Greenworks	320 stems per acre
39	Emergent Restoration	ACRE	3.71	1800.00	6,678	Greenworks	10,000 plugs per acre plus seeding
40	Boardwalks	SF	1,288	16.00	20,608	Promatcher	Standard deck construction 4' wide
41	Foot Bridges	EACH	3				Included in deck estimate
42	Large Wood Installation	EACH	10	500.00	5,000		
43	Utility Relocation	LS	0				Unknown utilities to relocate
44							
45	LANDSCAPING SUBTOTAL				33,748		
46	Contingency	%	1	20.00	6,750		
47	LANDSCAPING TOTAL				40,497		
48							
49	MONITORING & MAINTENANCE						
50							
51	Site Monitoring and Maintenance	ACRE	7	524.00	3,668	Wetland Systems	Foster Creek Wetland Mitigation Bank 2018 estimate for 5 years
52	M&M Subtotal				3,668		
53	Contingency	%	1	20.00	734		
54	M&M TOTAL				4,402		
55							
56	PROJECT TOTAL				996,582		

CITY COUNCIL MEETING – February 14, 2019

CITY MANAGER REPORT

1. Financial Report

Last month's summary is attached.

2. Lincoln County Sheriff

Attached is the Sheriff's Office report for last month.

3. City Accountant

Please join me in welcoming our new City Accountant, Melanie Meagher. Melanie brings outstanding credentials and work experience to our team. We are also fortunate that Dona Lawson (retired), is working for us on a personal services arrangement to help train and orient Melanie.

4. Banking

After careful review and consideration, we would like to select Oregon Coast Bank for our financial services. The banks in the area each have strengths and weaknesses, pros and cons, and each we feel would do a good job for us. However, OCB had considerably lower fees, a large factor in this selection.

The City Council adopted a signatory resolution at its last meeting. The City Council is today requested to approve a motion that authorizes transferring all our accounts to Oregon Coast Bank (including the one remaining Certificate of Deposit, which will be transferred at the end of its term), so that our minutes reflect the changeover.

5. Budget Committee

We are still in the need of budget committee members.

6. Alsea Bay Interpretive Center

ODOT continues to do due its diligence. Two items to note: first, with a surplus property conveyance, the property must be offered to, in this order, other State agencies, non-profits, tribes, then local governments. Second, if a transfer, the property would need to be used for "transportation-related purposes." I have asked ODOT to better define the breadth of what this means for this building. There would also be a reversion clause. We may discuss options and details in today's executive session.

7. Grants Update

There's good news and bad news. Which would you like first?

Let's start with the good—we are being awarded a \$55,000 grant through the Local Economic Opportunity Fund. Attached is the award letter. The basic tasks include i) technical evaluation of our ability to supply water to the industrial park, ii) engineering analysis of regional emergency water interties, and iii) interregional planning and outreach. We have a short timeframe of completing work by the end of June 2019. We have also submitted our application for the Special Public Works Fund grant (with a \$9,000 match from the General Fund, as approved by Council) for the preferred options study for the industrial park. This work will generally dovetail with and follow the LEOF work but will cover a broader spectrum.

The bad news, as you already know, is that we unfortunately did not receive a Safe Routes to Schools Grant. Attached is the email from ODOT, which you previously received as an FYI. I will be “attending” the webinar on February 20th to get more information on the selection process. We also did not receive a Small City Allotment for 2019. Both of these funding requests were for Crestline sidewalks.

8. *Tsunami Evacuation Maps – Smartphone App*

Attached is an email from DLCD and news release about a redesigned, free app showing tsunami zones.

9. *Disaster Cache*

Attached is an update from Sue Graves at the school district on supplies from the latest county grant.

10. *Economic Development Alliance of Lincoln County*

Attached is a letter from Caroline Bauman on efforts of the organization.

11. *Meetings etc.*

I will be attending a Mary's Peak to Pacific Scenic Byway Stakeholder meeting in Corvallis on February 11th, possibly a LOC Region 5 meeting on February 21st, and the CIS Conference from February 27th to March 1st (CIS Oregon is our insurer).

12. *Lincoln County Commons Master Plan*

The visioning committee approved a plan at its meeting on January 24th, with recommendations to the County Board of Commissioners and the Fair Board.

City of Waldport

PO Box 1120, Waldport, OR 97394

Phone: (541) 264-7417

Email: finance@waldport.org



FINANCIAL REPORT FOR PERIOD ENDING JANUARY 31, 2019

FINANCIAL SUMMARY OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCES

Revenues and expenditures have been categorized into operating (ongoing) and capital (long term). Capital revenues are committed, either by state or council, to fund improvements to the systems or to repayment of debt for such improvements.

Funds	General, Community	Street, Road District	Urban Renewal	Public Works	Water	Wastewater	Totals
Operating Revenues	967,887	209,518	-	516,764	352,752	365,391	2,412,313
Operating Expenses	712,378	147,503	16,157	528,729	340,145	356,728	2,101,640
Net Operations	255,509	62,016	(16,157)	(11,965)	12,607	8,664	310,672
Capital Revenues	57,131	14,881	222,140	33,157	204,531	55,896	587,736
Capital Outlays	72,875	39,753	2,064	81,268	263,565	23,677	483,202
Debt Service	86,053	-	150,000	30,370	31,046	-	297,469
Net Capital	(101,797)	(24,872)	70,076	(78,481)	(90,079)	32,219	(192,934)
Net Revenue (Loss)	153,712	37,144	53,919	(90,447)	(77,472)	40,883	117,738
Beginning Balances	727,753	254,179	237,511	152,331	216,639	390,943	1,979,356
Ending Balances	881,465	291,323	291,430	61,884	139,167	431,826	2,097,094
Net Revenue (Loss)	21%	15%	23%	-59%	-36%	10%	6%

REVENUE HIGHLIGHTS

The General fund received franchise taxes of \$17,956, transient lodging taxes of 18,968, and \$87,445 from Lincoln County Library District.

The Street fund received state gas taxes of \$13,632 for the month of December.

Utility usage is comparable to the previous year; year to date billings reflect growth in the number of services from the previous year.

	YTD Usage	YTD Billings
Water		
Residential	37,851	293,133
Commercial	8,554	60,555
Multiple Dwelling	6,105	37,734
Total Water	52,510	391,422
YTD for Last Year	52,615	368,196
Current Year / Last Year	100%	106%

	YTD Usage	YTD Billings
Wastewater		
Residential	19,959	231,395
Commercial	6,904	83,546
Multiple Dwelling	6,162	69,091
Total Wastewater	33,025	384,032
YTD for Last Year	32,385	360,468
Current Year / Last Year	102%	107%

EXPENDITURE HIGHLIGHTS

Public Works purchased two new vehicles, both RAM 3500 Crew Cabs.

Public Works Internal Services	YTD Billings	% of Total
Water Plant	131,753	24%
Distribution	91,729	17%
Wastewater Plant	134,292	25%
Collection	79,833	15%
Streets, Storm	59,241	11%
Other Projects	49,859	9%
Total	546,707	100%

CAPITAL PROJECTS OVERVIEW

Capital Outlay Projects	YTD Activity	Project to Date	Project Budget
Crestline Park Improvements	-	-	30,700
✓ Disc Golf Course	32,808	34,230	24,000
Transportation System Plan	-	-	187,500
✓ Waziyata Beach Access	40,066	44,349	52,706
Crestline Drive Improvements	39,753	39,753	45,000
Norwood Curve Assessment	-	-	15,000
Crestline Sidewalk Design	2,064	2,064	15,000
Wastewater Infrastructure to IP	-	13,920	150,000
Way Finding / Port / Beach Access	-	-	25,000
PW Vehicles, Equipment	81,268	81,268	89,000
2MG Reservoir Rehabilitation	109,170	538,636	479,466
✓ Eckman Creek Flood Repairs	20,889	52,289	163,127
McKinney Slough Waterlines	104,785	434,223	464,000
Water Master Plan	28,492	40,395	75,000
Water Rights	229	71,842	-
Waterline Tie In (Skyline/Chad)	-	-	10,000
Grinder Station Rehab	-	-	60,000
Inflow & Infiltration Mitigation	1,638	54,755	84,755
Pump Station Upgrades	-	-	53,000
Wastewater Master Plan	2,059	13,032	75,000
✓ WWTP Electronic Actuators	19,981	19,981	20,000
Totals	483,202	1,440,737	2,118,254

✓ Completed projects

Waldport's Disc Golf Course is complete; however, there will be ongoing enhancements.

Waziyata Beach Access storm drainage and trail construction was completed in December. Final invoices were submitted for grant reimbursement.

Pave NW did a levelling overlay on Crestline Drive to smooth sunk grades. A slurry seal is planned for the spring.

The arbitrator for the 2 MG reservoir found claimant entitled to an award! City received \$723 refund from deposit with arbitrator.

McKinney Slough project to date total includes ODOT's \$122,650 deposit for waterlines associated with the bridge project.

Water rights involves moving the Southworth Creek point of diversion (POD) and updating the Water Management and Conservation Plan when required. Water and Wastewater Facilities Master Plans are continuing.



OFFICE OF THE SHERIFF

Sheriff Curtis L. Landers

251 W. Olive Street
Newport, Oregon 97365
Records (541) 265-4912
Civil (541) 265-4915
General (541) 265-4277
Fax (541) 265-4917

MEMORANDUM

DATE: February 7, 2019

TO: Waldport City Council / City Manager Kerry Kemp

FROM: Brian S. Cameron, Patrol Commander

RE: WALDPOR NEWS BRIEF – JANUARY 2019

SHERIFF OFFICE NEWS

In late January, Zachary "Zach" Dowty accepted a patrol deputy position with the Sheriff's Office. Zach is currently working for the Myrtle Point Police Department in Southern Oregon as a police officer. Due to being a certified police officer in the State of Oregon Zach's training time will be greatly reduced, by as much as five to six months, before he is serving as a solo patrol deputy in our community.

Last month the decision was made to no longer allow our deputies to conduct field drug testing. The process in the past involved using a Narcotic Identification Kit ("NIK") to positively identify controlled substances such as heroin and methamphetamine. With the rise of the potent drug Fentanyl being introduced to opioids, the risk of exposure to our deputies has greatly increased in recent years. The NIK test required the deputy to remove a sample of the controlled substance from its packing material and place it in the NIK, putting the deputy in close contact to the drug and increasing the chance of exposure.

Unexpected exposure to Fentanyl can lead to respiratory depression or arrest, nervous system depression and loss of consciousness. All of our deputies have been trained to identify the signs and symptoms of a person who has overdosed on opioids and when to use the lifesaving drug Naloxone to counteract the effects of the overdose. Our deputies would have a very short time to administer Naloxone on themselves, to potentially save their own life, after they realize they have been exposed to Fentanyl.

With this knowledge, the risk outweighed the benefit of field drug testing and all Lincoln County law enforcement agencies have stopped this practice.

So the question might be how are we going to hold drug dealers accountable? The crimes related to drug law violations are still in full effect. We have identified a new product and are currently identifying a revenue stream to purchase it. The product, called "TruNarc", allows deputies to test suspected controlled substances without removing it from its packaging, which greatly increases their safety by reducing the rate of exposure.

CALLS FOR SERVICE

During the month of January 2019, the City of Waldport represented 46% of all Sheriff's Office activity in our South Lincoln County district which spans from the south city limits of Newport through Yachats and east on Highway 34 to Milepost 27. Sheriff Deputies responded to or initiated 171 calls for service in the City of Waldport, which is down from 195 calls last month. Of the 171 calls, five (5) resulted in arrests. The arrests were mostly a result of subjects with warrants, but one subject was arrested for Driving Under the Influence of Intoxicants. Citizen Contacts, Civil Service and Traffic Enforcement showed the most activity. There was also activity involving Burglaries, Thefts, Suspicious Vehicles/Person(s) and Thefts.

Our School Resource Deputy (SRD), Dalynn Shinholster, reported she worked on cases in both Waldport Schools. Some of the cases included a driving complaint related to a student, a Karly's Law investigation (suspicious injury to a child), drug complaint, truancy and students who spoke of suicide. Deputy Shinholster told me between the Waldport and Toledo Schools she works in, a lack of work is never a problem.

TRAFFIC ENFORCEMENT

The City of Waldport requests traffic offenses, which occur inside the city limits, be issued into Waldport Municipal Court. There were 39 traffic stops, which resulted in 17 citations issued. The prior month there were 63 stops with 17 citations issued. A review of the stop locations showed good enforcement coverage throughout the city.

TRENDS AND NOTABLE EVENTS

To identify trends each month I use a combination of statistical information and firsthand knowledge from the deputies and supervisors working in Waldport and South Lincoln County.

I spoke with Sr. Deputy Barry Bruster who reported residential burglaries outside the city limits have continued through January. Deputy Bruster, who investigated several of the burglaries, said they appear be committed by transients or the homeless. Burglaries committed by transients generally show evidence that the suspect slept in the home, shower use, food preparation and rarely is a large amount of property

stolen. These burglaries are usually committed in vacation homes and are more prevalent during the cold winter months when the transient population is trying to find relief from the weather.

The Sheriff's Office recommends citizens invest in home security services or video surveillance equipment which alerts you if activity is detected in your home. This greatly increases the chance of catching the suspect and does a very good job of deterring the crime from ever occurring.

Deputy Chris Barth responded to a burglary call at the Waldport Community Center. The report indicated an unknown suspect broke into a locked room in the Center, damaging the doorframe and drywall, but no property was taken.

Deputy Bruster reported receiving several calls from Waldport businesses regarding aggressive panhandling by one particular transient. Deputy Bruster told me he has counseled the subject about his tactics and has asked him to leave from private property on several occasions.

Deputy Bruster also reported phone scams and other fraud calls that tend to target our older population have been reported as well.

In other South County news, the City of Yachats is continuing to deal with calls regarding the homeless. These calls are typically reported as trespass or suspicious person complaints. These individual have reported to travel between Florence and Waldport.

February 6, 2019

Mr. Kerry Kemp, City Manager
Attn: Michael Faught
City of Waldport
PO Box 1120
Waldport, OR 97394

Dear Mr. Kemp:

RE: \$55,000 Award for the Waldport Water Resiliency and Industrial Park Water Supply
Study funded through the Local Economic Opportunity Fund

Dear Mr. Kemp:

Congratulations on your successful application for the above-referenced project! You will be receiving a grant for \$55,000 from the Local Economic Opportunity Fund (LEOF) program. The LEOF program, administered by Business Oregon, provides grants to eligible applicants for economic and/or disaster resiliency planning. Grants must be tied to projects that support economic development priorities identified in adopted local or regional economic development strategies.

Funds are provided on a reimbursement basis for eligible activities that were identified in the application and will be reflected in the contract between Business Oregon and the City. Realizing the City is interested in moving forward with the project, the City may begin incurring costs for the project prior to contract execution for eligible activities. Expenses will not be reimbursed for costs incurred prior to the date of the award letter.

A contract reflecting details of the project, including the scope of work, project timeline and project budget will be provided to the City in the near future.

We look forward to working as a partner with you to complete this project. If you need assistance, please contact me at 503-986-0104 or by email at becky.baxter@oregon.gov.

Sincerely,



Becky Baxter, Program and Policy Coordinator
Business Oregon

c: Melissa Murphy, Regional Development Officer

Kerry Kemp

From: FERGASON LeeAnne <LeeAnne.FERGASON@odot.state.or.us>
Sent: Thursday, January 17, 2019 3:08 PM
Subject: UPDATE: Safe Routes to School Competitive Infrastructure Grants awardee list available.
Attachments: Appendix B 2019-2020 SRTS Recommended Infrastructure Projects v4.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Applicant for the Safe Routes to School Competitive Infrastructure Program,

Update: First of all, thank you for your time in applying for this program. This morning we concluded the application process for Safe Routes to School Competitive Infrastructure Program funding. We received 112 applications for funding totaling \$85 million, and there are so many good projects. We only had \$16M to distribute, so we were not able to fund all of the projects. The funded applications list was created by the Safe Routes to School Advisory Committee on December 17, 2018 and was approved by the Oregon Transportation Commission (OTC) today, January 17, 2019. Projects were prioritized by readiness (ready to be built in 5 years), safety (speed, crossing distance, history or crashes, and average annual daily traffic), equity (addressing a barrier at a school with high percentage of low income students), and school type (elementary and middle schools).

List of funded applications: The funded applications list is posted on the Safe Routes to School Advisory Committee site, <https://www.oregon.gov/ODOT/Programs/Pages/SRTS-SRAC.aspx> as well as on the Oregon Transportation Commission site, https://www.oregon.gov/odot/get-involved/pages/otc_main.aspx and is attached to this email. New grantees will be contacted separately with next steps.

More information about the selection process: In February staff will release a **report** that walks applicants through how the list was created. A **Selection Process webinar** will be held on February 20, 2019 at 2pm (reply to this email to RSVP). The webinar recording and report will be available online after that date on the ODOT Safe Routes to School program website. <https://www.oregon.gov/ODOT/Programs/Pages/SRTS.aspx>

Additional Safe Routes to School funding opportunities: There are a couple of Safe Routes to School funding opportunities coming up in 2019, and more information will be available on the ODOT SRTS Program website on April 1, 2019. <https://www.oregon.gov/ODOT/Programs/Pages/SRTS.aspx>

- **Funding and programs in spring 2019:**

The *SRTS Non-Infrastructure Grant Program* funds school districts, non-profit organizations, cities and counties to implement SRTS education, encouragement and enforcement activities aimed at encouraging youth to walk and roll safely to and from school.

The *SRTS Project Identification Program* offers assistance to school communities to identify roadway infrastructure projects that address barriers to students walking or biking to school for 1-3 schools in a district or high school cluster. Up to 20 school districts, cities, counties, and tribes will be awarded this consultant service to be completed in September 2019 through June 2020.
- **Funding in summer 2019:** The *SRTS Rapid Response Grant Program* solicitation will open this summer. Cities, counties, tribes, transit districts, and ODOT may apply for funds that address an urgent need or great opportunity to build a project that addresses barriers to students walking and biking to school and cannot wait for the SRTS Infrastructure Competitive Grant Program allocation in 2021.
- **Next Competitive Infrastructure Grant Program will open in 2020 for \$26 million allocated in 2021.**

Thank you again for the time you invested in addressing the barriers to students walking and biking to school! Together we can make streets safer for our kids, one project at a time. Please feel free to contact me with any questions although I will be more prepared to speak about specific applications after the webinar on February 20th.

Best,
LeeAnne and the ODOT Safe Routes to School team

LeeAnne Fergason
LeeAnne.FERGASON@odot.state.or.us, 503-986-5805
Safe Routes to School Program Manager, Program Implementation and Analysis Unit, Active Transportation Section, Transportation Development Division

Please note that I generally work in Salem on Mon-Wed and in Portland on Thursdays. I'm off on Fridays. Thanks!

Total Control Panel

[Login](#)

To: kerry.kemp@waldport.org [Remove](#) this sender from my allow list

From:
leeanne.fergason@odot.state.or.us

You received this message because the sender is on your allow list.

Oregon Transportation Commission Meeting 1.17.18

Appendix B: Safe Routes to School Recommended Projects for the 2019-2020 Competitive Grant Program and Request for Match Reductions

Region	Applicant Agency	Project Name	Grant Award Request	Request Match Reduction to 20%
5	ODOT- Region 5	Sidewalk and ramps for Grant Union Junior High School students	\$1,136,000	no
5	City of Milton-Freewater	Crosswalks and sidewalks for Gib Olinger Elementary School students	\$249,599	yes
5	City of La Grande	Sidewalks and ramps for Central Elementary School students	\$140,000	yes
		Region Sub-Total	\$1,525,598	
4	Deschutes County	Sidewalks for Terrebonne Elementary School students	\$349,271	yes
4	City of Madras	Sidewalks and ramps for Madras Elementary School students	\$212,000	yes
		Region Sub-Total	\$561,271	
3	ODOT Region 3	Rapid Flashing Beacon and pedestrian refuge island for North Bend Middle School students	\$97,400	no
3	Josephine County	Sidewalks for Williams Elementary School students	\$154,000	yes
3	Douglas County	Sidewalks and bike lanes for Green Elementary School students	\$2,000,000	no
3	Coos County	Sidewalks, curbramps, and bike lanes for Winter Lakes Elementary School students	\$1,499,034	yes
3	City of Medford	Sidewalks, ramps, and safety enhancements at crosswalks for Wilson and Washinton Elementary School students	\$208,000	yes
3	City of Coos Bay	Sidewalk, ramps, crosswalk, rapidflashing beacon, and bike lanes for Milllicoma and Eastside Elementary Schools students	\$2,000,000	no
		Region Sub-Total	\$5,958,434	
2	Polk County	Bike lanes and crossing enhancements for Ash Creek Elementary School students	\$704,400	yes

Oregon Transportation Commission Meeting 1.17.18
Appendix B: Safe Routes to School Recommended Projects for the 2019-2020 Competitive Grant Program and Request for Match Reductions

2	ODOT Region 2	Enhanced crossings, rapid flashing beacons, and refuge island for Central Linn Elementary School students	\$346,467	no
2	City of St. Helens	Sidewalk for McBride Elementary School students	\$322,536	yes
2	City of Salem	Median crossing island, and rapid flashing beacon for Liberty Elementary School students	\$140,000	yes
2	City of Gaston	Sidewalk and crosswalk for Gaston Elementary School students	\$189,738	yes
2	City of Florence	Enhanced crossing, and sidewalks for Siuslaw Elementary School students	\$346,400	yes
2	City of Eugene	Speed zone flashers, enhanced crossings, pedestrian islands, curb extensions and rapid flashing beacons for Cesar Chavez Elementary School students	\$750,246	yes
2	City of Cottage Grove	Sidewalk, ramps, and crosswalks for Lincoln Middle School students	\$1,272,143	yes
2	City of Albany	Sidewalks, ramps, and crossings for South Shore Elementary	\$100,000	yes
		Region Sub-Total	\$4,171,930	
1	Multnomah County	Crossing enhancements for Reynolds Middle School students	\$90,957	yes
1	Clackamas County	Sidewalks, ramps, rapid flashing beacons, and pedestrian refuge islands for Whitcomb Elementary School students	\$148,470	yes
1	City of Portland	Sidewalks for Alder Elementary School students	\$2,000,000	yes
1	City of Milwaukie	Sidewalks, enhanced crossings, crossing beacons, and bike lanes for Linwood Elementary School students	\$1,152,330	no

Oregon Transportation Commission Meeting 1.17.18
 Appendix B: Safe Routes to School Recommended Projects for the 2019-2020 Competitive Grant Program and Request for Match Reductions

		Region Sub-Total	\$3,391,757
		Total	\$15,608,990

Kerry Kemp

From: Reed, Meg <meg.reed@state.or.us>
Sent: Tuesday, January 29, 2019 9:24 AM
To: Reed, Meg
Cc: Phipps, Lisa; Spangler, Matt
Subject: Tsunami evacuation maps from your smartphone

Apologies for cross-posting, but wanted to make sure you all knew about the newly released tsunami map phone app. Please see press release below and share broadly.

Thanks,
Meg



Meg Reed

Coastal Shores Specialist | Oregon Coastal Management Program
Oregon Department of Land Conservation and Development
810 SW Alder St, Suite B | Newport, OR 97365
Direct: 541-574-0811 | Cell: 541-514-0091
meg.reed@state.or.us | www.oregon.gov/LCD

From: Oregon Dept. of Geology and Mineral Industries [mailto:info@flashalert.net]
Sent: Monday, January 28, 2019 1:25 PM
To: Reed, Meg <mreed@dlcd.state.or.us>
Subject: Tsunami evacuation maps from your smartphone

TSUNAMI EVACUATION MAPS FROM YOUR SMARTPHONE

News Release from **Oregon Dept. of Geology and Mineral Industries**
Posted on FlashAlert: January 28th, 2019 1:24 PM

Newport, OR— A redesigned, free smartphone app showing Pacific Northwest tsunami evacuation zones is available from the Northwest Association of Networked Ocean Observing Systems (NANOOS) in partnership with the Oregon Department of Geology and Mineral Industries (DOGAMI).

The NANOOS Visualization System (NVS) Tsunami Evacuation smartphone app provides an at-a-glance view of tsunami hazard zones along the coasts of Oregon and Washington. Users can locate their current location on the map to see if they are in a tsunami evacuation zone, plan their own evacuation routes, download published evacuation brochures for the region and, now, print and save customized evacuation brochures centered on an area of interest.

"This app is great for homeowners on the coast as well as visitors who are planning trips," says Jon Allan, DOGAMI coastal scientist and one of the app developers. "Knowing where you are in the tsunami zone means you will be better prepared should a tsunami occur. You can bookmark places and save or print a unique evacuation map centered on your home, work place, hotel or even camp site. Users can then determine their nearest point of high ground outside the evacuation zone and develop a plan for how to get there."

The free NVS Tsunami Evacuation app is available from the iTunes App Store and Google Play:

- iPhone:

<https://itunes.apple.com/us/app/nvs-tsunami-evacuation/id478984841?ls=1&mt=8>

- Android:

https://play.google.com/store/apps/details?id=tsunami_evac.nvs.nanoos.org.nvs_tsunami_android

Customized tsunami evacuation brochures can also be printed from the NANOOS interactive online portal (<http://nvs.nanoos.org/TsunamiEvac>). Learn more about tsunami preparedness at <http://www.oregontsunami.org>.

The coasts of Oregon, Washington, and Northern California are exposed to tsunamis from distant earthquakes (such as the March 11, 2011, T?hoku, Japan tsunami) and local earthquake events. The greatest risk to Northwest coastal communities is from very large, locally generated tsunamis produced by an earthquake (magnitude 8-9+) occurring offshore the coast of Oregon and Washington on the Cascadia subduction zone. DOGAMI and the Washington Geological Survey have mapped the zones that would be inundated by a tsunami. The collaborative effort between NANOOS and DOGAMI will serve as an important tool to assist the public with preparing for a potentially catastrophic tsunami event along the Pacific Northwest coast.

The smartphone app was funded by NANOOS through a grant from the U.S. Integrated Ocean Observing System of the National Oceanic and Atmospheric Administration (NOAA), while the custom brochure tool was developed with funding from DOGAMI via the National Tsunami Hazard Mitigation Program of NOAA – National Weather Service.

The Oregon Department of Geology and Mineral Industries provides earth science information and regulation to make Oregon safe and prosperous. Learn more at <https://www.oregongeology.org>

###

Total Control Panel

[Login](#)

To: kerry.kemp@waldport.org

Message Score: 1

High (60): **Pass**

From:

My Spam Blocking Level: Low

Medium (75): **Pass**

prvs=1932ff2e53=meg.reed@state.or.us

Low (90): **Pass**

[Block](#) this sender

[Block](#) state.or.us

This message was delivered because the content filter score did not exceed your filter level.

Kerry Kemp

From: Graves, Susan <susan.graves@lincoln.k12.or.us>
Sent: Thursday, January 24, 2019 3:31 PM
To: Kerry Kemp; scott andry; Reda Eckerman; Gary Woodson
Cc: Susan Graves; Amy Skirvin; Jeffrey Skirvin
Subject: WHS Disaster Cache Update

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Everyone,

Thank you for working together a couple months ago to figure out the distribution of supplies from the county grant we all participated in together. Here is a table showing what we agreed to:

ITEM	WHS SCHOOL CACHE	FIRE DISTRICT / CITY CACHE
35 Tents (10' x 20' Steel Frame)	20	15
750 Water Filter Straws	600	150
44 Water Purifier Solutions	All (for water barrels)	0
455 Tent Stakes	260	195
15 boxes Rope for Tent (500' each)	9 boxes	6 boxes
400 Sandbags (to help anchor tents)	All	0
8 boxes Visqueen (20 x 100, 6 mil)	All	0
66 boxes Contractor Bags (20-ct)	All	0
15 boxes Hand Wipes	10	5
32 5-gallon buckets	0	All
2 Staple Guns & 5000 staples (to attach visqueen over broken windows at school)	All	0

GREAT NEWS! Jeff Skirvin, our new Teen CERT teacher has agreed to help get the WHS cache organized over the next week or so. His Teen CERT students will help with this project. This also includes helping with emptying and refilling the water barrels. I am cc'ing him to this email because he will probably be reaching out to some of you for help with the water barrels, and then to distribute the supplies for the Fire & City caches. He will also need to arrange to receive the tents the city is storing.

Thank you all for your partnership in preparing for disasters. Please let me know if you have any questions. :) Sue

--

Sue Graves, Safety Coordinator, MA Security Studies
Lincoln County School District
1212 NE Fogarty Street
Newport, OR 97365
Office: 541-265-4442
Cell: 541-270-4367
Email: susan.graves@lincoln.k12.or.us
Website: <https://lincoln.k12.or.us/resources/family/safety/>

[SafeOregon School Safety Tip Line](#)

ECONOMIC DEVELOPMENT ALLIANCE OF LINCOLN COUNTY

Strengthening Lincoln County's economy. Attracting and supporting primary jobs.

January 8, 2019

Dear Valued Member:

Thank you so much for being a member of the Economic Development Alliance of Lincoln County. We are happy to report to you our accomplishments, our illustrious Board of Directors, and our financial health in fiscal year 2017/18.

Right now we are focusing on several areas of interest. As members, you help us refine our focus and accomplish even more.

- **Workforce Housing:** We will continue to work on two parallel tracks, tools for local government and large employers.
- **Industrial Land Re-development:** We are implementing a grant for brownfields assessment.
- **Local and Regional Leadership:** The Maritime Workforce task force is moving forward after the legislative session. We pushed long and hard for this and have private industry champions. We are also working with the Water Planning Partnership and the Cascades West Economic Development District.
- **Workshops:** We sponsor workshops and classes through Oregon Coast Community College for businesses.
- **Organizational Development:** We operate as a nonprofit corporation with a board, a membership, and partners. As we grow, we hold events and create opportunities to work together. Our partner cities, ports, tribe, and educational institutions are the key to accomplishing goals. We also partner with chambers of commerce and trade groups, and work directly with traded sector businesses.

It is time for your yearly renewal and we have included an invoice for your convenience. We hope you will again find value in membership that supports our basic mission of a strong and diversified economy. Thank you!

Sincerely,



Caroline Bauman, Executive Director

Director's Report January 2019

Programs

January Programs

The new computer help drop-in program held on Saturday afternoons is working well. We have had several people every Saturday come in wanting help with computers.

Sign up for our annual Young Writer's Competition started in January. Sharon has been to both Waldport and Newport schools encouraging students to participate in the writing contest. The competition has been very successful in previous years with over 100 kids participating. The grand prize is \$250 and along with the other prizes are donated by the Friends of the Waldport Public Library.

In addition to our normal programming, we held a Family Night and invited families to come in their pajamas for hot chocolate provided by the Chocolate Frog and stories by Jill Tierce.

The Teen Advisory Board held a math competition for the elementary school age kids. Even with competition with a school activity, we had 20 kids attend. One of the parents commented that this was something that they had been looking for to help with their kids with math. It was a fun way to learn math while playing games.

Abigail Krupar was our artist of the month in January and also led the adult craft night to teach the participants how to paint. Abigail is a senior at Waldport High School. It was great to have someone from the high school involved in our programs.

Future Programs

Calendars are attached for February.

In addition to our regular scheduled programs, Sharon and John Bennett went to Crestview Elementary to demonstrate the Bot Boxes. They are kits that are set up where the kids can make a variety of projects using gears and motors. They are based on the books, Build Your Own Racer Bot, among other projects. They also demonstrated a radio control car for the kids to advertise the RC Club.

We are currently seeing if there is any interest with the community to begin an adult RC Club.

The library is looking to start a youth chess team. We are looking for a coach to lead the club and hope to travel to the matches that are held in our area.

The RC Club is presenting a request to the City Council to request a section of the open space in order to build a rc track for the club as well as the community to use.

The library is planning to hold a cosplay event in August, A Universe of Heroes. The event will be held at the library, community center, and other locations around town. There will be art contests and costume contests as well as a variety of presentations and games.

The library is considering purchasing a movie license to allow us to show movies at the library.

Miscellaneous

I will be attending the Oregon Public Library Directors' meeting February 12.

The library is closed February 18 for Presidents Day.

**Waldport Public Library
Board of Trustees
Minutes of Regular Meeting November 13, 2018**

Members Present:

Shirley Hanes, Vice Chair
Jed Hansen
George Sisikin

Others Present:

Sue Bennett, Library Director

Members Absent:

Brian Fodness, Chair
Gary Hodges

Call to order, introductions & review of agenda: Shirley Hanes, Vice Chair, called the meeting to order at 9:30 a.m.

Minutes: October minutes approved upon completion of section.

Financial Report: The financial report for October 30, 2018 was reviewed and the budget is on track.

Committee Reports: The Friends of the Waldport Library do not have a report for October since they did not meet.

The minutes from the TAB group are attached.

Director's Report: Ms. Bennett provided a review of the programs for the youth and adults.

Adult craft night continues to grow to the point we are at capacity and are turning people away. The Board discussed several options for the craft night and the possibility of requiring attendees to sign-up for craft night.

Old Business:

New Business: The Board will not meet in December. LCLD will meet at the Waldport Library January 8 at 12:00 pm.

Board Members concerns:

Actions or Recommendations to the City Council:

Public Comment: None.

Announcements: None.

Next Regular Meeting: January 8, 2019 at 9:30 a.m.

Adjournment: Ms. Hanes adjourned the meeting at 9:56 a.m.

Waldport Public Library
Monthly Circulation FY 2018-19

Patron Category	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	TOTAL
LCLD-Adult	2651	2,743	2,615	3,099	2,916	2,809	2691						19,524
LCLD-Youth	140	108	62	67	48	53	56						534
Waldport Adult	2,021	2,092	1,807	2,167	1,688	1,860	1906						13,541
Waldport Youth	94	104	84	50	32	43	42						449
CITIES (Adult & Juv)	1	2	1	0	4	225	17						250
Temporary 1 yr	23	14	18	4	1	6	16						82
Temporary	74	88	63	37	52	26	36						376
OCCC	12	27	23	0	1	9	4						76
Oregon Passport	94	138	96	63	80	88	28						587
Interlibrary loan out	<u>49</u>	<u>52</u>	<u>63</u>	<u>65</u>	<u>66</u>	<u>60</u>	<u>92</u>						447
Chinook Circ	5,159	5,368	4,832	5,552	4,888	5,179	4,888	0	0	0	0	0	35,866
FY2018	5,481	6,064	4,897	5,124	4,869	5,042	5,165	4,817	5,478	4,837	5,155	5,042	61,971
% circ in public lib	47%	49%	52%	49%	55%	51%	47%						
*Non-cataloged	570	578	606	460	435	474	512						3,635
Library2Go *	<u>304</u>	<u>336</u>	<u>314</u>	<u>356</u>	<u>345</u>	<u>319</u>	<u>346</u>						2,320
	874	914	920	816	780	793	858	0	0	0	0	0	5955
GRAND TOTAL	6,033	6,282	5,752	6,368	5,668	5,972	5,746	0	0	0	0	0	41,821
FY2018	6,460	6,973	5,671	5,993	5,607	5,900	6,011	5,508	6,567	5,692	6,075	5,886	72,343
Interlibrary loan In	74	88	64	66	53	51	67						463
Computers	1,119	1,080	879	965	712	698	911						6364
WiFi	1860	1950	1,657	1517	1223	1206	1237						10650
Patrons added	37	42	32	33	25	24	33						226
Program attendance	1030	592	203	498	321	681	319						3644
Webpage Visits*				411	386	322	366						1485
Program attendance													
FY2018	534	409	488	324	750	483	217	206	470	565	247	899	5592

Public Works Department

Report for the month of January 2019

Water Treatment Plant

Plant Production:	<u>7.46</u>	MG
Rainfall:	<u>7.0</u>	inches

Wastewater Treatment Facility

Effluent Flow:	<u>7.1</u>	MG
Rainfall:	<u>6.5</u>	Inches

Public Works Dept.

Alarm call outs:	<u>5</u>
Locates:	<u>7</u>
Sewer plugs:	<u>2</u>
Water service installations:	<u>2</u>
Sewer connections:	<u>0</u>
Water Leaks:	<u>2</u>

Department Overview

During the month of January, the Public Works Department has been committed to provide safe and reliable public services to its citizens. Our department consists of water treatment, water distribution, wastewater treatment, wastewater collections, streets, storm water, parks maintenance, and building maintenance. Our current staff consists of eight full time staff members and two temporary members provided by BBSI in Newport.

Our current projects during the month of October and November consisted of:

- Operating Treatment plants
- Finished the Frisby Golf Course
- Fixed water leaks
- Swept town following wind storms
- Measured flows at Southworth creek
- Any other things that arose

Other than the above projects, we also maintained equipment, organized the shop, and performed as many other normal duties as possible included in our department description.

“LOOKING BACK”

The Council has been making history in Waldport for over a century, and I thought you might find reading minutes from 100 years, 75 years, 50 years and 25 years ago somewhat interesting.

- Reda Eckerman, City Recorder -

February 4, 1919

Met at Kent's Hall.

The meeting was called to order by Mayor Goucher. Those present: Mr. Gillette, Mr. Banta, Mr. Ruble, Mr. Overlander.

Bill of D.A. Overlander for services as Recorder presented and passed, (Jan. & Dec., \$10).

Mr. Banta placed in nomination for Councilman, Mr. Charles Knowles. Voted by roll call: Isaac Banta - yes; Mr. Gillette - yes; Marion Ruble - yes; F.R. Overlander - yes. Motion carried.

Mr. Durbin was also nominated for Councilman. Voted by acclamation, and carried.

Motion made to have Mr. Sam Hayes fix the crossing at end of bridge. Motion carried.

The Mayor appointed Mr. Banta and Mr. Ruble to look over Secretary C.E. Linton's books. They reported them correct and C.E. Linton's account was accepted.

The Mayor then administered the oath of office to Mr. Charles Knowles and the meeting adjourned.

D.A. Overlander, Recorder

February 3, 1944

The regular monthly meeting of the Common Council of the City of Waldport, Oregon, was held in the Council Chambers of the said City at 8 P.M. of the above date with Mayor Goodman presiding. Councilmen present: C.C. Clay, Harry Dey, Desmond Fulp, H.A. McMillin & E.K. Starr. Absent: Ray Walker. City officials present: Recorder Kelly, Marshall & Fire Chief Rhoades, Atty. McCluskey, Treasurer Burns, Engineer Ambler and Water Supt. Houge. Absent: Auditor Wilson.

The minutes of the previous meetings were read and approved after it had been ordered that the paragraph beginning with "Upon the recommendation of Mayor Goodman," be changed to read "Ordinance 170 was introduced and recommended for reading and was read for the first time." Also that the following be incorporated in the paragraph wherein Engineer Ambler recommended certain street improvements: "He also reported the advisability of improving drainage system to carry off water from the south side of the street across from Marshall Rhoades' property.

Upon the motion of Councilman Fulp, 2nd McMillin, the council voted that the bills approved by the Finance Committee be passed and warrants be drawn on the Treasurer for the respective amounts.

The resignation of Councilman Ray Walker was read and upon the motion of Councilman Fulp, 2nd by Dey, the Council voted said resignation be accepted.

A communication from Rev. Father Foster asked for the privilege of holding services in the Community Hall.

Under the head of New Business, Mayor Goodman nominated Jack Robinson for Councilman to fill vacancy made by resignation of Ray Walker, and Councilman Fulp nominated E.E. Mills; the latter receiving 3 votes and Robinson but one, E.E. Mills was declared elected.

Engineer Ambler stated that the Central Lincoln P.U.D. had ordered the purchase of \$5000.00 in War Bonds, and this sale was to be credited to the Waldport District. He then introduced Mr. Wulfe, Manager P.U.D. who read excerpts of the West Coast Power Co's contract with the City re the furnishing of lights, and explained in detail re rates the City would have to pay the P.U.D., approximately \$8.00 more per month, providing a new contract with the latter was made. Upon the advice of City Attorney McCluskey, it was deemed advisable to continue with the old contract, so as not to exceed the amount budgeted for City lights.

It was moved by Councilman Starr, 2nd by McMillin that Ordinance #170 be passed to second reading by title only. So ordered. Councilman Fulp moved, 2nd by Starr, that said Ordinance 170 be passed to its 3rd and final reading. Motion carried. Upon the motion of Councilman Starr, 2nd by Fulp that Ordinance #170 be adopted as read, the following vote was taken: Yeas - C.C. Clay, Harry Dey, Desmond Fulp, H.A. McMillin and E.K. Starr. Nays - None.

Mayor Goodman read a financial statement for the year ending December 31, 1943, followed by his recommendations that the Council should consider holding expenditures to a minimum in order to build up a reserve in the water fund, and suggested consideration be given to the advisability of combining work of the duties of City Marshall and Water Superintendent as one means of saving the City expense, also the hiring of the City Attorney and City Engineer as their services are required.

No further business appearing, the Council adjourned to the next regular meeting, Thursday, March 2nd, 8 P.M.

H.L. Kelly, City Recorder

Leo Goodman, Mayor

February 6, 1969

Mayor Joe Bird, Councilmen Boydston, Seaman, McMillin, Pankey, Grier, Kauffman; Superintendent Halverson, Assistant Superintendent Becker, Engineer Cullen, Police Chief Sloan, Attorney Hollen, Recorder Blackman.

Motion by Councilman Seaman and seconded by Councilman Boydston, accepting the minutes as printed. Motion carried.

Motion by Councilman Seaman, and seconded by Councilman Grier, accepting the attached reports (Superintendent, Assistant Superintendent and Chief of Police) [Ed. Note - as of June, 2005 there are no attachments to these minutes]. Motion carried.

Motion by Councilman Seaman, and seconded by Councilman Boydston, instructing the Finance Committee to continue its investigation of the new Tort Law and its applicability to the City's liability policy. Motion carried. Councilman Kauffman was asked to visit the State government offices regarding this matter.

No action was taken on the Peterson Park property, this was postponed until the March 6th meeting.

Mayor Bird reported Dr. Hayter has accepted the position as City Health Officer.

Selection of Budget Members: Mayor Bird - Frank Lundy; Councilman Boydston - Phil Smith; Councilman Seaman - Chairman John Wells; Councilman Grier - Ralph Holms; Councilman Pankey - Cecelia Workman; Councilman Kauffman - Lee Bragington; Councilman McMillin - Mickey Sulsar.

Preliminary Budget meeting will be held February 27 at 8:00 p.m.

Motion by Councilman Seaman, and seconded by Councilman Grier, Viola Blackman be appointed City Recorder. Motion carried.

It was reported that the house owned by Gerald Bennett at the corner of Bay St. and Keady St. is rat-infested. This was referred to the Sewer and Health Committee.

Regular bills were audited by the Finance Committee, were read and approved. Motion by Councilman Grier, and seconded by Councilman Seaman that the bills be paid. Motion carried.

Motion by Councilman Grier, seconded by Councilman Kauffman to adjourn. Motion carried.

Joe Bird, Mayor

Viola Blackman, Recorder

February 10, 1994

Roll Call: Mayor Fred Boehme, Council President Pat Tryon, Councilors John Atkinson, George Russell, Ken Train, Jan Hansen, Matt Pompel (absent); City Attorney Dave Gordon, City Planner Steve Williams, City Manager Pro Tem Ron Bartels.

Approval of Minutes: Councilor Russell moved for the adoption of the January 13, 1994 City Council minutes as presented. Councilor Tryon seconded and the motion carried 5-0, 1 absent.

Financial Report: City Manager Pro Tem, Ron Bartels, reported to the City Council that the financial paper they had received were a beginning to a more complete financial report. Mr. Bartels also informed the Council that the majority fo the budgeted line items are at less than 50 percent expended.

The City Council adjourned into a short Executive Session called under ORS 192.660(1)(a). The Executive Session was adjourned to February 15, 1994 at 8:30 a.m. the City Council reconvened in open session.

Committee Reports:

Appointment of Public Works Committee Chair: Mayor Boehme recommended appointment of Councilor John Atkinson as the temporary chair of the Public Works Committee.

General Administration Committee, Councilor Tryon, Chair: Councilor Tryon reported that there were no recommendations to the City Council from the February General Administration Committee meeting.

Public Safety Committee, Councilor Russell, Chair: Councilor Russell reported that there were no recommendations to the City Council from the two February Public Safety Committee meetings.

Public Works Committee, Councilor Atkinson, Chair: Councilor Atkinson announced that a selection had been made to fill the position of water treatment plant operator and moved to confirm the appointment of Mr. Richard M. Nyhus to the position of Water Treatment Plant Operator. Councilor Train seconded and the motion carried 5-0, 1 absent. Mr. Nyhus was introduced to the City Council and the audience.

Parks and Recreation Committee, Councilor Hansen, Chair: Councilor Hansen reported to the City Council that Mr. Lawrence Snipper requested that the Parks and Recreation Committee support a memorial tree planting project. Councilor Hansen went on to ask that the City Council's support of this project once finalized.

Staff Reports:

City Attorney Dave Gordon: Mr. Gordon advised the City Council that the Post Office issue has been placed solely in the hands of Batzer Construction.

City Manager Pro Tem Ron Bartels: No report was given.

Citizen's Concerns and Comments: Mrs. Gina Batti of 1701 NW Ocean View Drive addressed the City Council regarding the school bond measure which will be on the March 22 ballot. Mrs. Batti introduced Jean Palmer, school Board member representing zone 5, Jeremy Bucy, Waldport High School senior and Bo Horn, principal of the Waldport Middle School. Mrs. Batti briefly explained the bond measure and asked for support from the citizens of Waldport on this issue. Mr. Bucy also spoke to the City Council on this issue as did Mr. Horn.

Correspondence: A letter from TCI Cablevision regarding rate changes was received by the City Council.

Public Hearing: Appeal of Paul Zeller Variance, Phil Spulnik, Appellant.

Mayor Boehme closed the City Council meeting and opened the Public Hearing.

Abstentions/Ex Parte Contact: Councilor Train declared ex parte contact as did Mayor Boehme.

Staff Report: City Planner Steve Williams read into the record all applicable criteria for the City Council to consider when making their determination on this issue. Questions were asked of Mr. Williams by the City Council.

Applicant: Mr. Vic Johnson, agent for Mr. Paul Zeller, addressed the City Council explaining why the variance is being requested for the property in question.

Opponent: Mr. Phil Spulnik of 242 East Lakeside Drive addressed the City Council regarding his objections to the Planning Commission's approval of an off-street parking variance.

Rebuttal: Mr. Vic Johnson responded to Mr. Spulnik's concerns with the request. Mr. Johnson answered questions from the City Council.

Mayor Boehme closed the Public Hearing and reopened the City Council meeting.

Deliberations: After discussion of the request, Councilor Atkinson moved that the variance be denied and staff be instructed to prepare findings. Councilor Hansen seconded and the motion carried 3-2 with Councilors Russell and Train voting the grant the variance request, 1 absent.

Old Business: Councilor Hansen introduced two proposed changes in equipment for the new wastewater treatment plant requested by KCM. Plant operator Sonja Pickner answered questions regarding each requested change. Councilor Hansen moved to approve the purchase of a portable generator at a cost not to exceed \$27,460.00. Councilor Atkinson seconded and the motion carried 5-0, 1 absent.

There was discussion by the City Council of the necessity for this item. Councilor Hansen moved to approve the purchase of a remote control for the sludge dredge at a cost not to exceed \$4,617.00. Councilor Train seconded and the motion carried 5-0, 1 absent.

Mayor Boehme requested that Councilor Hansen report on the progress at the new wastewater treatment plant site. Councilor Hansen reported to the City Council where each stage of both of the projects were and what was left to be completed.

Plant operator Sonja Pickner addressed the City Council regarding design points and changes at the headworks. After receiving explanation of the current design of the headworks and the need for a conveyor, Councilor Atkinson moved for approval of the requested conveyor. Councilor Hansen seconded and the motion carried 5-0, 1 absent.

Mrs. Pickner also addressed the need for a sidehill screen spray wash bar system. Councilor Train moved for the approval of the purchase of a \$15,000 spray wash bar system providing it is within the scope of the grant. Councilor Russell seconded and the motion carried 5-0, 1 absent.

New Business:

The water treatment pre-design was discussed by the City Council. It was the consensus of the City Council to refer this matter to the Public Works committee for recommendation.

Mayor Boehme announced that the VFW would be sponsoring a children's finger printing program at the VFW Hall on Saturday the 12th from 10:00 a.m. to noon. Mayor Boehme extended the VFW's invitation for everyone to come get finger printed.

Mayor Boehme announced that there are four openings on the Budget Committee, three positions are three year terms and one is a two year term. Mayor Boehme invited any interested citizens to apply at City Hall by February 28. Selections will be made at the March 10th City Council meeting.

Consent Calendar: Nothing

Ordinances & Resolutions: After some discussion of the Ordinance and clarification by City

Attorney Dave Gordon, Councilor Train moved for the adoption of Ordinance 610 regarding annexation of the new wastewater facility site. Councilor Russell seconded and the motion carried 5-0, 1 absent.

Billings: Contract billings from City Attorney Dave Gordon, Labor Consultant Mike Snyder, Oregon Coast Engineers Gary Dyers, and city Manager Pro Tem Ron Bartels were entered into the record.

Reports: The Police Activity report was entered into the record.

The City Council was adjourned into Executive Session called under ORS 192.660(1)(a)(h). Mayor Boehme announced that the City Council would reconvene into Open Session.

Councilor Russell moved that the Mayor be given authority to negotiate and implement the extension of the contract with the City Manager Pro Tem as needed. Councilor Hansen seconded and the motion carried 5-0, 1 absent.

Meeting adjourned.