

**WALDPOR CITY COUNCIL
SEPTEMBER 12, 2019
MEETING NOTICE AND AGENDA**

The Waldport City Council will meet at 2:00 p.m. on Thursday, September 12, 2019 in the City Council Meeting Room, 125 Alsea Highway to take up the following agenda:

1. CALL TO ORDER & ROLL CALL
2. MINUTES: *August 8, 2019 Regular Meeting*
3. PUBLIC COMMENTS/PRESENTATIONS
4. DISCUSSION/ACTION ITEMS
 - A) *Umpqua Bank Property - Due Diligence Update*
 - B) *Water System Master Plan*
 - C) *Memorial Policy Discussion*
 - D) *Other Issues*
5. COUNCIL COMMENTS AND CONCERNS
6. STAFF REPORTS
7. GOOD OF THE ORDER
8. 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 5th day of September, 2019 - Reda Q. Eckerman, City Recorder

**WALDPOR CITY COUNCIL
AUGUST 8, 2019
MEETING MINUTES**

1. CALL TO ORDER AND ROLL CALL: Mayor Cutter called the meeting to order at 2:03 p.m. Mayor Cutter and Councilors Virtue, Dennis, Campbell, Holland and Woodruff answered the roll. Councilor Dunn arrived at 2:12 p.m. A quorum was present.

2. MINUTES: The Council considered the minutes from the July 11, 2019 meeting. Councilor Holland **moved** to approve the minutes as presented. Councilor Campbell **seconded**, and the motion **carried** unanimously.

3. PUBLIC COMMENTS AND PRESENTATIONS:

A. US Census Presentation and Consideration of Proclamation for 2020 Census: Jim Graham, Partnership Specialist provided a PowerPoint presentation and addressed the Council regarding the upcoming Census, the importance of ensuring an accurate count, and measures that are being taken in that regard. Following the presentation, Councilor Campbell **moved** to approve the reading of the proclamation, Councilor Dennis **seconded** and the motion **carried** unanimously. Mayor Cutter read the proclamation into the record.

B. Sgt. Lopez from the Sheriff's Department addressed the Council and reviewed the activity report from the previous month. There were no additional public comments.

4. DISCUSSION/ACTION ITEMS:

Noting that a resolution setting fees for office services and miscellaneous charges had been included in the packet, but had been omitted from the agenda, the Council took it under consideration. Following a brief discussion, Councilor Campbell **moved** to approve Resolution 1253. Councilor Woodruff **seconded** and the motion **carried** unanimously.

A. Oregon RAIN - Continuation of Discussion: A brief discussion ensued regarding the potential funding of the RAIN program. **Consensus** of the Council was to not provide support at the present time.

B. Umpqua Bank Donation Transfer Agreement - Due Diligence: City Manager Kemp gave an update on the research that the City has done in regard to the property acquisition, noting that the environmental concerns appear to be taken care of.

C. Consideration of Resolution in Support of Housing Strategy Plan: The Council gave their impressions of the report, in large part wondering about the applicability of the study to Waldport. Councilor Virtue **moved** to accept the report, but suggested sending back a message that a county-wide land use inventory be designed to enable people to research available properties for development. Councilor Dennis **seconded**. The motion **carried** unanimously.

D. Open Space Project - Site Plan and Discussion: Mayor Cutter noted that this item was on the agenda to start the discussion, with a conclusion to come in the future. The Council then took up the topic, talking about the results of the charrette, the presence of utilities, sports fields that may support more than one use, other potential uses, and opportunities for funding which may also include tsunami evacuation monies. After discussion, **consensus** of the Council was to hold a workshop on the Open Space on October 8 at 6:00 p.m.

5. COUNCIL COMMENTS AND CONCERNS: Councilor Dennis asked about the progress being made on the joint relocation proposal for City Hall and the Fire District. Mr. Kemp responded that he was awaiting the results of the appraisal and any further requirements from the Community College. Councilor Holland wished Councilor Woodruff a "Happy Birthday". Mayor Cutter noted receipt of a letter from the Council of Governments regarding an upcoming ribbon-cutting event for the Scenic Byway. Mr. Kemp noted the topic had been discussed at the Chamber luncheon that day, and it was suggested that the ceremony be held in conjunction with the "Cruzin' for Crab" festival, with the ribbon-cutting to be done on September 21st at 10:00 a.m. Mayor Cutter also asked about the memorial request from the family who lost their father in a kayaking accident. Mr. Kemp indicated that the City had no policy in place at this time for such requests, but that he would work with the family to find a suitable location. The Council requested taking up the policy discussion at its next meeting.

6. STAFF REPORTS: The written reports from the City Manager, City Librarian and Public Works Director were included in the packet materials. Mr. Kemp noted that in upcoming meetings there would be a Small Cities meeting in Yachats on August 22, a joint work session with the City Council and Planning Commission on August 26 to discuss the Transportation System Plan, and an Urban Renewal meeting scheduled for September, which would include an update on the Small Business classes. Public Works Director Andry reported that his department would be engaging in pothole repairs in the next month or so, as they have now acquired equipment to do the work in-house.

7. GOOD OF THE ORDER: Nothing further.

8. ADJOURNMENT: At 4:14 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



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Umpqua Bank Property – Due Diligence Update

REQUESTED BY: City Council

FOR MEETING DATE: September 12, 2019

SUMMARY OF ISSUE:

Umpqua Bank (“Umpqua Bank”) owns property commonly known as 355 NW Alder Street, Waldport, Oregon, which is legally described in the attached map (the “Property”). The Property formerly housed a bank, and Umpqua Bank is donating the Property to the City of Waldport (“City”), with some conditions. The Donation Transfer Agreement (“Agreement”) was entered into on July 30, 2019, with a 60 day due diligence period until the end of September.

STAFF RECOMMENDATION or ACTION REQUESTED:

Review and approve due diligence items regarding the transfer of the Umpqua Bank Building to the City and authorize City Manager to execute Statutory Warranty Deed and Space Lease.

BACKGROUND:

As described in historical documents provided by Umpqua Bank, the State of Oregon (“State”) conveyed the Property to Lincoln Security Bank (“LSB” with Umpqua Bank is the successor institution) in 1998. The Property used to house Oregon Department of Transportation (“ODOT”) maintenance facility. The Property was redeveloped as a bank building. Umpqua Bank closed this early in 2019 and is donating it to the City of Waldport.

Attached is an update on the due diligence items. Copies of documents are available for perusal at City Hall. The due diligence period ends September 30, 2019. At its satisfactory conclusion of this period the Warranty Deed and Space Lease may be signed, and the deal consummated.

Attachment: Due Diligence Items - Update

ATTACHMENT DUE DILIGENCE ITEMS UPDATE

1. Due diligence or other items for follow up:

- a. We are in contact with DEQ to verify decommissioning or closure actions.

Staff received an email from DEQ identifying Underground Storage Tank (UST) 979 at 138 Alsea Highway as being "closed" 11/03/1997. We are still confirming with DEQ staff exactly what that means, and if any other remediation is needed.

- b. Umpqua Bank is requested to provide details of its bank construction methods (i.e., slab-on-grade, vapor barriers at utility penetrations, ventilation), and we are requesting copies of any permit set construction plans/documents or as-builts.

UPDATE: Staff has received and reviewed the available building plans. The Outline of Specifications, Addendum #1 dated June 22, 2000 stipulates that concrete slabs **"...shall have moist stop vapor barrier or 2 layers 6 mil visqueen both systems shall have taped seams."**

- c. Follow up with Seashore Family Literacy to see if there are any other outstanding claims or agreements that have not been identified or addressed. This also includes any use or other arrangements regarding the northwest sector.

In an email dated September 4, 2019, from the Chairman of the Board, Don McDonald, to his knowledge the fencing around the vacant lot on the northwest corner belongs to Seashore, but there is "nothing else" other than the REA.



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Water System Master Plan

REQUESTED BY: City Manager / Public Works Director

FOR MEETING DATE: September 12, 2019

SUMMARY OF ISSUE:

The City of Waldport ("City") last updated its water master plan in 2002. The planning horizon for these types of documents is 20 years. The City contracted with Westech Engineering, Inc. ("Westech") to prepare a new Water System Master Plan ("Master Plan"). The recommendation is to update Funding for preparing the Master Plan came from a combination of grants and loans from the State of Oregon Industrial Finance Authority ("IFA"). The purpose of today's meeting is for the City Council to review and approve the Master Plan.

Next steps after approval include preparing a strategic financing plan that will sequence the improvements over the next two decades and determine combinations of revenue sources to pay for the proposed improvements, either on a pay-as-you go basis or by issuing debt.

STAFF RECOMMENDATION or ACTION REQUESTED:

Review and approve Water System Master Plan and direct staff as necessary.

BACKGROUND:

Westech Engineering, Inc. prepared the Water System Master Plan. Hard copies will be with your agenda packets and a link will be communicated when a digital copy is available. The Master Plan includes the following twelve chapters, plus an executive summary:

1. Introduction
2. Study Area and Planning Considerations
3. Regulatory Requirements
4. Existing Water System
5. Present and Future Water Demands
6. Water Supply Evaluation
7. Water Treatment Evaluation
8. Distribution System Evaluation
9. Water Storage Evaluation
10. Seismic Risk Assessment & Mitigation Plan
11. Operation and Maintenance
12. Capital Improvement Plan

In addition, Appendix D includes the *Seal Rock Water District and Southwest Lincoln County Water PUD Intertie Evaluation*, which was funded by a Local Economic Opportunity Fund grant.

The Master Plan achieves the following:

- ✓ Establishes water system design and planning criteria
- ✓ Provides an inventory of the existing water system infrastructure
- ✓ Identifies and prioritizes current and future water system deficiencies
- ✓ Provides specific recommendations to the community and City Council for action
- ✓ Provides the City with a water system master plan that addresses the needs of both the City and regulating agencies

Priorities were assigned based on the following criteria, as further described in Chapter 12:

- Public health concerns
- Consumed infrastructure (end of useful life)
- Capacity or size deficiencies
- City priority
- Demand development

The table below, also from Chapter 12, identifies total costs for each priority:

Table 12-1| Cost Summary, Capital Improvement Recommendations

Priority Group	Total Estimated Project Cost
Priority 1	\$8,942,000
Priority 2	\$3,163,000
Priority 3	\$5,652,000
Total	\$17,757,000

The Master Plan recommends that the City construct all Priority 1 and Priority 2 projects during the planning horizon. Priority 3 projects would come after the 20-year period, or perhaps earlier if private development occurs before then. Westech also recommends design work commence on highest priority projects as soon as possible after approval of the Master Plan.

Next Steps: Funding and Implementation Plan

After review and approval of the Master Plan, City Council is requested to direct staff to proceed with scheduling “one-stop” meetings with Oregon IFA, and analyze and evaluate the framework for financing priority projects, including local and state/federal funding sources.

Attached for information and review is a spreadsheet with preliminary sequencing and financing examples. Please note that this analysis differs as it capitalizes, finances and completes the Water Meter Replacement program (Pgm-2) into one year, rather than spreading it over years.

Attachment: Spreadsheet – draft phasing and financing plan for the 20-year Water CIP

WALDPOR WATER MASTER PLAN
2020-2040 CIP - Priorities 1, 2, Annual
Draft Phasing/Financing Plan

Code	Project	1.54	1.60	1.67	1.73	1.80	1.87	1.95	2.03	2.11	2.19	Future Years	TOTALS
		2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041-60	
Pgm-2	Water Meter Replacement												\$1,000,000
T-1	Water Treatment Plant												\$5,698,727
ST-1	New 300k G Tank												\$1,092,976
ST-2	2 M Gal Tank Retrofit/Recoat												\$1,311,139
S-1	Permit Extension Applications												\$10,400
S-3	WMCP												\$25,000
D-1	System Design Standards												\$5,200
D-2	Pressure Reducing Valves												\$41,600
D-3	Hemlock Street Waterline												\$10,400
D-6	South Main												\$1,610,591
D-7	Hwy 34 Waterline (Lint)												\$1,177,682
SUBTOTAL PRIORITY 1		\$600,387	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$11,983,715
D-4	Waldport Heights Main	\$268,173	\$278,900	\$290,056	\$301,658	\$313,724							\$1,452,511
D-5	Hwy 34 Waterline (Nelson)		\$82,293	\$85,585	\$89,008	\$92,568	\$96,271						\$445,726
D-8	Norwood Waterline			\$110,228	\$114,637	\$119,222	\$123,991	\$128,951					\$597,030
S-2	Water Rights												\$10,400
S-5	SWLWCD PUD Intertie				\$279,146	\$290,312	\$301,925	\$314,002	\$326,562				\$1,511,946
S-6	North Weist Raw Water					\$135,071	\$140,474	\$146,093	\$151,936	\$158,014			\$731,587
ST-3	Existing 300k G Tank Retrofit/Recoat					\$192,168	\$199,855	\$207,849	\$216,163	\$224,809			\$1,040,843
SUBTOTAL PRIORITY 2		\$268,173	\$361,193	\$485,868	\$784,449	\$950,898	\$854,829	\$788,900	\$686,347	\$374,176	\$224,809		\$5,790,042
Pgm-1 Eckman/Southworth Streams													\$324,645
Pgm-2	Water Meter Replacement												\$0
Pgm-3	Water Use Tracking System	\$1,539	\$1,601	\$1,665	\$1,732	\$1,801	\$1,873	\$1,948	\$2,026	\$2,107	\$2,191		\$30,969
Pgm-4	Leak Detection & Repair	\$5,388	\$5,604	\$5,828	\$6,061	\$6,303	\$6,555	\$6,818	\$7,090	\$7,374	\$7,669		\$108,392
Pgm-5	WMCP Updates	\$7,697	\$8,005	\$8,325	\$8,658	\$9,005	\$9,365	\$9,740	\$10,129	\$10,534	\$10,956		\$154,846
SUBTOTAL ANNUAL PROGRAMS		\$14,625	\$15,210	\$15,818	\$16,451	\$17,109	\$17,793	\$18,505	\$19,245	\$20,015	\$20,816		\$618,853
GRAND TOTAL		\$883,185	\$376,403	\$501,687	\$800,900	\$968,007	\$872,622	\$807,405	\$705,592	\$994,191	\$245,625		\$18,392,610
EXAMPLE FINANCING PLAN													
Interest Rate													
0.45	USDA Grant (Water Meters)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.55	USDA Loan (Water Meters)	\$38,699	\$38,699	\$38,699	\$38,699	\$38,699	\$38,699	\$38,699	\$38,699	\$38,699	\$38,699	\$38,699	\$773,972
Local Funding Sources													
	>Prop Tax Based (GO Bond)	\$240,795	\$240,795	\$240,795	\$240,795	\$240,795	\$240,795	\$240,795	\$240,795	\$240,795	\$240,795	\$5,297,489	\$9,631,798
	>User Rate Based (Operating/Cash)	\$14,625	\$15,210	\$15,818	\$16,451	\$17,109	\$17,793	\$18,505	\$19,245	\$20,015	\$20,816	N/A	\$680,253
0.50	>User Rate Based (New Debt)	\$183,880	\$183,880	\$183,880	\$183,880	\$183,880	\$183,880	\$183,880	\$183,880	\$183,880	\$183,880	\$3,677,605	\$7,355,210
Total Locally Funded		\$439,300	\$439,885	\$440,493	\$441,126	\$441,784	\$442,469	\$443,180	\$443,920	\$444,690	\$445,491	\$8,975,094	\$17,667,260
0.50	Other State/Federal Grants (TBD)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$477,999	\$478,584	\$479,192	\$479,825	\$480,483	\$481,167	\$481,879	\$482,619	\$483,389	\$484,189	\$8,975,094	\$18,441,232
Operating Expenses (Water)		\$14,625	\$15,210	\$15,818	\$16,451	\$17,109	\$17,793	\$18,505	\$19,245	\$20,015	\$20,816	\$0	\$655,253
Capital Debt Service Total (Water)		\$222,579	\$222,579	\$222,579	\$222,579	\$222,579	\$222,579	\$222,579	\$222,579	\$222,579	\$222,579	\$3,677,605	\$8,129,181
Water Service Connections (extrapolated)		1,574	1,588	1,603	1,617	1,631	1,646	1,661	1,676	1,691	1,706	N/A	N/A
Cost per Water Connection / Month (Operating)		\$0.77	\$0.80	\$0.82	\$0.85	\$0.87	\$0.90	\$0.93	\$0.96	\$0.99	\$1.02	N/A	N/A
Cost per Water Connection / Month (Capital Debt Service)		\$11.78	\$11.68	\$11.57	\$11.47	\$11.37	\$11.27	\$11.17	\$11.07	\$10.97	\$10.87	N/A	N/A
TOTAL Cost per Water Connection / Month		\$12.56	\$12.48	\$12.40	\$12.32	\$12.25	\$12.17	\$12.10	\$12.02	\$11.96	\$11.89	N/A	N/A
Property Tax Cost per \$1,000 AV		\$0.6898	\$0.6933	\$0.6978	\$0.7023	\$0.7068	\$0.7113	\$0.7158	\$0.7203	\$0.7248	\$0.7293	N/A	N/A



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Memorial Policy – Discussion

REQUESTED BY: City Council

FOR MEETING DATE: September 12, 2019

SUMMARY OF ISSUE:

The City of Waldport does not have an official policy on placement of private memorials on public lands. This agenda item is to delve into this matter in more detail.

STAFF RECOMMENDATION or ACTION REQUESTED:

Review other cities memorial policies and provide direction to staff as warranted.

BACKGROUND:

The City of Waldport recently had a request to place a memorial within the City. The City has official policy or program for memorials. While the request was approved by the City Council, the Council requested to review and potentially consider a formal policy regarding memorial placements. Attached are sample policies and procedures from other local jurisdictions.

Typical items covered in these programs may include:

- Purpose
- Eligibility & Criteria (residents, affiliation)
- Types of memorials (trees, benches, plaques)
- Care and maintenance
- Relocation or Removal
- Restrictions
- Procedures
- Application Forms & Approvals

Attachments: Programs for cities of Auburn Hills, Escondido, Salt Lake City, and Wyoming

**City of Auburn Hills
Memorial Tree & Bench Program**

Policy Number: _____
Effective Date: _____

Revision Date: _____
Amended: _____

PURPOSE

To establish policies and procedures for the City Memorial Tree-Bench Program.

STATEMENT OF POLICY

It is the policy of the City of Auburn Hills to establish procedures and guidelines for City Staff to administer the Memorial Tree-Bench Program.

BRIEF HISTORY OF PROGRAM

The City Memorial Tree Program was initiated in 1990 by the Beautification Advisory Commission and offers individuals and families an opportunity to commemorate the life of a loved one through a living memorial – the planting of a tree in one of the city parks or other public spaces. All memorial trees are planted and cared for by city staff. In recent years, memorial benches placed in City Parks have become a second option for memorials.

PROGRAM ELIGIBILITY

Any individual can purchase a Memorial Tree or Bench, however, the individual being honored with the tree must have had some affiliation with the City of Auburn Hills. This affiliation can be: current or former residents; current or former business owners or employees of a business within Auburn Hills; current or former city employees; or some meaningful relationship with any of the above.

PROCEDURES FOR MEMORIAL TREES

- Person contacts the Parks and Recreation Department with interest in the program.
- A fee of \$40 is paid to the City (for plaque, marker post and planting). Fee is deposited into the Tree Fund, with these funds used for new and replacement plaque costs.
- A proper planting location is determined by city staff (working with the individual) and the type of tree is recommended for the site. These are tree types that will have a good chance of living to maturity.
- The individual then chooses and pays for the tree at a local nursery. A 2"-2 ½" caliper tree is the size desired by the city for a Memorial Tree. Cost range for this size tree is \$150 - \$300.
- The tree is tagged "City of Auburn Hills" by the nursery, then picked up by the City and planted by DPS staff in the pre-determined location.
- Wording for the 4" x 4" plaque is provided to the city by the individual. The plaque and marker post are installed by the city when the tree is planted.

Dedications and/or ceremonies are the responsibility of the individual or family, and can be held any day of the year during park hours of operation.

PROCEDURES FOR MEMORIAL BENCHES

- Person contacts the Parks and Recreation Department with interest in the program.
- A fee of \$250 is paid to the City (for wood bench and inset plaque). Fee is deposited into the Tree Fund, noting Memorial "Bench", with these funds used for new and replacement plaque costs.
- A proper bench location is determined by city staff (working with the individual).
- Wording for the 4" x 4" plaque is provided to the city by the individual. The plaque is installed on the bench by the city.

Dedications and/or ceremonies are the responsibility of the individual or family, and can be held any day of the year during normal park hours of operation.

PLAQUES

The following information can be included on the plaque:

- Persons name (in memory of)
- Tree type
- An "Honor Statement" of no more than 50 letters
- Date or dates
- Donated by _____

The City has the right to refuse or reject plaque wording at their discretion.

RECORD KEEPING AND FORMS

The Parks and Recreation Department will manage a database containing information about the Memorial Tree (who purchased it with contact information, the type of tree, location, date of planting, and other relevant information).

The Parks and Recreation Department will create and utilize a one-page form to be completed by the purchaser and will maintain a file of this information. The two-part form will also include basic Memorial Tree Program information for the purchaser to keep for their records.

MEMORIAL TREE CARE AND GUARANTEE

The City will care for and guarantee the Memorial Tree and plaque for the natural life of the tree, not to exceed 50 years. This includes damage or death due to natural events, vandalism, or accident. If the property where the tree is located changes due to sale of property, new construction, or other changes, the tree will be moved (if age of tree allows) or replaced in a suitable location of city choice. Following the implementation of this policy, every attempt will be made to contact the purchaser with the information provided at time of purchase. This information is not available for all prior Memorial Trees planted up to this date (date here).

RESTRICTIONS

- Memorial trees will only be planted in approved locations in city parks or other public spaces, not on private property or along private roads or drives.
- Final recommendation on tree location is provided by the City Arborist. The City will not plant a tree in an area determined to be unsuitable for long-term growth.
- Wreaths, flowers, decorations, signs and plantings are prohibited in and around the Memorial Tree. These items will be removed by City staff when found. The permanent, individualized plaque and marker post serve this purpose.
- There is a limit of three (3) Memorial Trees and/or Benches or combinations of trees and benches per person.

City of Auburn Hills
Memorial Tree and Bench Program

Applicant Form

Name: _____

Address: _____

Phone: _____

Alt Phone: _____

Location of tree-bench: _____

Type of tree: _____

Date of planting: _____

Date of bench placement: _____

Plaque wording: _____

Other notes: _____



CITY OF ESCONDIDO

POLICY FOR PLACING MEMORIALS IN CITY PARKS AND OPEN SPACE

INTENT:

Parks and public open space areas are to be open, aesthetically pleasing, and usable by the public. Memorials that commemorate or remember a special individual can be part of the open space experience provided they are designed and located appropriately. However, because public open space is a precious commodity, and the integrity of the City's natural and recreational areas must be protected, the design, installation, and maintenance of memorials requires standardized policies.

Requests for placing memorials in City public parks and/or open space areas are to be coordinated through the Director of Communications and Community Services (Director) and shall involve the City's Appearance Committee and/or others as directed by the City Manager, to solicit input from appropriate City Departments to evaluate the design, site selection, installation, and maintenance of memorials, and to ensure their public safety. The City has established the following policies.

Note: Temporary Roadside Memorials are subject to the criteria and standards provided in the City's "Temporary Roadside Memorial Policy."

MEMORIAL CRITERIA:

1. A memorial may honor a deceased person or animal, or an event deemed to merit such an honor.
2. The location of memorials shall not interfere with maintenance activities, existing and proposed circulation and use patterns in the park or open space, and shall not impact any historic/cultural resource or sensitive habitat/species.
3. The memorial and its location, design, and materials shall be compatible with any adopted master plan for the park or open space, and any cultural or habitat resource considerations. Specific locations for the display of memorial plaques may be established from time to time.
4. Memorials shall be made of durable materials that will last over time, discourage graffiti, and not incur additional maintenance.
5. The cost of fabrication and installation of a memorial shall be borne by the donor.
6. The City reserves the right to remove or relocate any memorial for any reason. A reasonable effort will be made to contact the donor prior to the removal. Depending on the nature of the memorial, the City may request a Waiver of Rights pursuant to the

Visual Artists Rights Act prior to the installation of the memorial. (See, 17 U.S.C. § 106A(e)(1))

7. The memorial itself, and all artwork contained in it, must be appropriate for viewing by all ages of the general public. Artwork that is obscene or offensive in any way will not be approved.
8. Designated memorial locations may reach a saturation point at which time the City may consider closing the location to additional memorials, expanding the defined area of memorials at that location, or removing memorials to create room for new memorials and making a reasonable effort to return past memorials to their donors.

MEMORIAL OPTIONS:

1. Plaques - Specific areas within public parks and open space areas may be established for the grouped display of memorial plaques involving seating walls, raised planter walls, fences, a defined area on a building wall, contemplative garden paths, etc. The appropriate size and material of the plaques will be specified by the Director.
2. Trees - Tree selection and planting locations will be chosen based on species, topography, soil condition, light exposure, mature plant size, maintenance requirements, and appropriateness for placement; and will be mutually agreed upon by the applicant and the City. The City does not guarantee the memorial tree's viability.
3. Other – Unique memorials in key locations may be considered for applications that represent broader community values; that meet the intent and criteria of this policy; that provide a public benefit; and that include a maintenance program acceptable to the City.
 - a. Park Furnishings – Memorial text may be included on a park furnishing that is donated by an applicant. Furnishings include benches, picnic tables, trash receptacles, recreational equipment, etc. The Director shall establish the specifications for the furnishing and memorial identification.
 - b. Peace Poles – A limited number of individual peace poles may be allowed in public parks as deemed appropriate by the City. Small plaques containing memorial text may be attached to the raised footing of the pole.

APPLICATION AND APPROVAL PROCESS:

1. An application for a tree, bench or plaque memorial shall be completed in writing on forms provided by the City and shall be submitted to the Director with any application fee as may be established. Requests selected from the list of memorial options, and consistent with this Policy, shall be reviewed administratively by the Director or designee. The suitability of the memorial's requested location shall be determined by the Director in his/her sole discretion. The Director may identify an alternative location as more appropriate.

2. Applicants may request other, unique memorials. Such an application must include as much detail as possible including: the design, size, preferred location, materials, colors, maintenance plan, installation information, timeframe, purpose or historic significance, and such other information as the Director deems necessary for an evaluation of the application. The Director may request comments from council members, city staff or city commissions. Upon approval of a memorial request, the donor shall be responsible for the costs to fabricate and install the memorial, and shall coordinate all work with the designated Public Works staff.



City Park / Open Space Memorial Application

Donated furnishings or trees must be on the pre-approved list provided by the City.

Date of Application: _____ Type of Memorial: (circle one) TREE BENCH PLAQUE

Donor Name: _____

Donor Address: _____ City: _____

State: _____ Zip: _____ Phone No.: _____

Name of person honored by memorial: _____

Location: PARK _____ Location _____

Street Address _____

Tree Type: _____

Bench: (circle one) NEW REPLACE EXISTING

Plaque Wording: _____

Donor Signature: _____ Date: _____

OFFICE USE ONLY

Date of Appearance Committee Meeting: _____ (circle one) APPROVED DENIED

Reason for Denial: _____

If this is a replacement memorial, original donor name, address, phone number:

Date notified: _____ Is the original donor interested in replacing or restoring the memorial? YES/NO

If no, do they want the plaque returned? YES/NO _____

If no, date of disposal. _____

Total Payment Due: _____ (circle one) CASH CC CHECK # _____

Date memorial was installed: _____

Placement of Privately-Donated Monuments, Markers, Plaques and Memorials in City Parks

RESPONSIBLE CITY AGENCY: Public Services Department

KEYWORDS: Parks, monument, plaque, marker, memorial

1. General:

1.1 Salt Lake City Corporation (the "City") recognizes that its public parks are public forums for free expression activities. The City also recognizes that it may exercise its own government speech in certain situations.

1.2 On occasion the City receives requests by private persons or entities to allow the placement in a City park of a monument, marker, plaque or memorial.

1.3 The City has an important interest in avoiding overcrowding, clutter, or saturation of City parks with donated monuments, markers, plaques or memorials.

1.4 The City desires to set forth a policy that will guide the City's decisions regarding whether to allow the placement in City parks of such monuments, markers, plaques or memorials.

1.5 The City may exercise selectivity and place some, but not all, offered privately donated monuments, markers, plaques and memorials in City parks. The final decision regarding whether to accept a particular monument, marker, plaque or memorial will be made by the City's Public Services Director.

1.6 The City may select or place monuments, markers, plaques or memorials that portray what the City believes is appropriate for the park in question, taking into account such factors as aesthetics, history, and local culture. Therefore, the monuments, markers, plaques and memorials accepted are meant to convey (and have the effect of conveying) the City's message, which constitutes government speech of the City.

1.7 The City may prohibit privately donated monuments, markers, plaques and memorials in City parks where conservation easements or identified conservation values require protecting the land in a predominantly undeveloped state.

2. Purpose:

The Purpose of this policy is to:

2.1 Establish the objectives for the acceptance and placement of donated monuments, markers, plaques and memorials in the City's park system.

2.2 Define the criteria the City will use in accepting and placing monuments, markers, plaques and memorials that individuals, groups and businesses would like to donate to the City.

2.3 Establish the application requirements for an individual group, or business requesting the placement of a monument, marker, plaque or memorial in a City park.

2.4 Guide the City in determining the appropriate location for the proposed monument, marker, plaque or memorial.

2.5 Ensure that the design, placement and appearance of the monument, marker, plaque or memorial is consistent with the community interest, park function and the natural environment.

3. Objective:

Monuments, markers, plaques or memorials proposed for City parks shall:

3.1 Be consistent, in the City's judgment, with the intended purpose of the City's parks and their surrounding environment.

3.2 Enhance the landscape, recreational and cultural value of the City's parks.

3.3 Encourage community engagement in the enhancement of the City's park system.

The City desires to encourage donations of monuments, markers, plaques or memorials while at the same time managing aesthetic impacts and mitigating on-going maintenance cost.

4. Acceptance Criteria:

The City will use the following criteria in the evaluation of proposed monuments, markers, plaques and memorials:

4.1 No monument, marker, plaque or memorial will be placed in a City park unless it is consistent with this policy or any park-related administrative rules of the City.

4.2 Monuments, markers, plaques or memorials will only be considered for placement by the City if they do one of the following:

- a. Commemorate places or historical events of national or local significance.
- b. Commemorate a community association and/or group that has contributed significantly to Salt Lake City.
- c. Commemorate a deceased individual who contributed significantly to Salt Lake City.

4.3 A monument, marker, plaque or memorial will not be considered for placement if the City believes it would be considered offensive to the inhabitants of the City.

4.4 A monument, marker, plaque or memorial will not be considered for placement if the purpose is to promote a political cause, issue or event.

4.5 The City shall not place a monument, marker, plaque, or memorial in a City park that conveys a message that religion or a particular religious belief is favored or preferred or results in an excessive entanglement of the City with religion.

4.6 The City may allow donors to place a small donor recognition plaque on the monument, marker, plaque or memorial. The City will determine the size of the donor recognition plaque.

4.7 The monument, marker, plaque or memorial must have a logical connection to the specific site where it is to be placed.

5. Assessment and Approval Process:

The City and its citizens value parks and public lands. Therefore any request to add a monument, marker, plaque or memorial will be carefully assessed to ensure that what is being proposed protects the integrity of the City's parks.

The assessment and approval process is as follows:

5.1 An individual, group or business proposing to place a monument, marker, plaque or memorial in a City park must submit a detailed application to the City's Public Services Department. The applicant must provide the following information:

- a. The design/structure, etc. of the monument, marker, plaque or memorial.
 - i. A view in its finished condition or as a model.
 - ii. A view of any inscriptions or pictures that may appear on the monument, marker, plaque or memorial.
 - iii. Materials used to construct the monument, marker, plaque or memorial, which must be of high quality to ensure a long life, and be resistant to the elements, wear and tear, and to acts of vandalism.
- b. The suggested location of the monument, marker, plaque or memorial.
 - i. Public input regarding the placement of a monument, marker, plaque or memorial at a particular location may be required by the City.
- c. If construction is required, a proposed time frame for the construction to begin and end.
- d. A detailed explanation of how the proposed monument, marker, plaque or memorial meets the objectives and criteria of this policy.

5.2 The Public Services Department will review the application to determine if the proposed monument, marker, plaque or memorial meets the criteria and objectives of this policy. Public Services will not consider the proposed monument, marker, plaque or memorial if it does not meet the stated objectives and criteria of this policy.

5.3 The Public Services Department will determine the appropriate location for the proposed monument, marker, plaque or memorial in consultation with the applicant. The location may be different than what the applicant proposed.

5.4 The Public Services Department will ensure that the design of the monument, marker, plaque or memorial respects the natural environment of the park in which it will be located. It will also ensure that maintenance and operating implications of the design will be considered before approval.

- a. The City also has an interest in ensuring that on-going maintenance costs do not negatively impact the resources available for maintenance of other City parks.

5.5 If the Public Services Department approves the proposed monument, marker, plaque or memorial, the applicant shall construct/install the monument, marker, plaque or memorial and must agree to pay the full cost of designing, building and installing the monument, marker, plaque or memorial. The applicant will also be responsible for future repair and maintenance of the monument, marker, plaque or memorial and shall pay the cost of such repair and maintenance.

5.6 The applicant must furnish acceptable insurance coverage or appropriate bonding during the construction period and may be required to procure insurance for as long as the monument, marker, plaque or memorial resides on City property.

5.7 Once the monument, marker, plaque or memorial has been constructed/installed on City property it will be deemed as donated to the City and the City will own the monument, marker, plaque or memorial until such time that it is removed from City property.

5.8 If the monument, marker, plaque or memorial becomes damaged or destroyed, the donor shall repair or replace it within six months. If the donor lacks the necessary funds or resources to repair or replace the monument, marker, plaque or memorial within such six-month period, the applicant, subject to applicable legal restrictions, shall, unless otherwise directed by the City, remove the monument, marker, plaque or memorial within 30 days after the City gives, at the last known address of the donor, notice of damage or destruction, and the donor shall pay the cost of removal. If the monument, marker, plaque or memorial is not removed by the donor within 60 days of such notice, the City may dispose of the monument, marker, plaque or memorial based on then current City policies and procedures.

6. Removal and/or Relocation Process:

This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated monuments, markers, plaques or memorials when (a) they interfere with the site safety, maintenance or construction activities, (b) become unsightly due to vandalism or lack of maintenance and repair, or (c) if the law changes such that the monument, marker, plaque or memorial or its message would be treated solely as the speech of a private person rather than the governmental speech of the City. The City will send a registered letter to each identifiable donor notifying the donor of any action related to the disposition of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action taken. In the event a monument, marker, plaque or memorial must be permanently removed, the City will seek an alternative location consistent with this policy. If no such location can be found, the information contained on the monument, marker, plaque or memorial may be, at the donor's request, located on a memorial plaque set aside for this purpose at a designated location.

EFFECTIVE DATE (Date signed by Mayor): June 21, 2011

1.

City of Wyoming Parks

Dedication of Memorials & Objects Placement POLICY

City park areas and facilities within parks shall be named for geographic, natural, or historic feature of that park, local folk usage, historic events, to commemorate people who have made outstanding contributions to the City or persons of local historic outstanding civic service.

Guidelines & Conditions:

1. The individual, family, group or organization sponsoring a dedication/memorial must provide sufficient funds to the City to purchase, install, and maintain any memorial plaque or dedication object (e.g. bench, picnic table, play equipment, living trees, rocks, gardens, flagpoles, sculptures, etc.) associated with the recognition.
2. Plaques and markers located on City park property must be in accordance with City standards.
 - a) The location, size and writing on plaques require approval by the designated Park & Recreation Board and Public Works staff.
 - b) Designed to blend with the compliment of the existing park.
 - c) Plaque or marker must be made of bronze or any other pre-approved material by the City.
 - d) Each plaque, marker or memorial object request will be reviewed and by the Parks and Recreation Board and approved by the City Council.
 - e) Selection (with input from the petitioner), purchasing and installation of markers and objects will be coordinated by City.
3. If the dedication includes the gift of an object (e.g. bench, picnic table, play equipment, living trees, rocks, gardens, flagpoles, sculptures, etc.) the City will provide its regular standard of care and maintenance for the object.
4. If the object is damaged due to vandalism, becomes unusable due to age, wear, and tear, or is stolen, the City is not obligated to replace or repair the object.
5. If necessary, due to repair of surround areas, construction or redesign of a facility, the plaque or dedication object may be relocated. If the plaque or other dedication object cannot continue to be reasonably maintained, it may be removed by the City.
6. If the dedication includes the gift or a tree or other plant the City will provide its regular standard of landscape care for the tree. If the tree does not survive, the City is not obligated to provide a replacement.
7. The City will not be responsible for upkeep, repair or replacement of any dedication or memorial plaque whose placement was not sponsored by the City. Dedication or memorial plaques may not be placed in or on City facilities without written City approval.
8. The Park and Recreation Board will, on behalf of the City Council, oversee the provisions of this policy. The City Council will refer naming or dedications in public park, recreation and open space areas and facilities to the Park and Recreation Board for recommendation. The Park and Recreation Board will initiate the naming of new facilities and their features. The City Council will be advised of dedications covered by this policy and asked to confirm facility names.

9. When naming a park or recreational facility for a outstanding individual, is allowed posthumously (at least 3 years since date of passing), and where that person's significance and good reputation have been accepted in the Cities, Counties, State's and/or Nations history.
10. When considering the naming of a park, recreational facility, trail or natural area after a person, consideration will be given when:
 - a. The person was exceptionally dedicated or demonstrated excellence in service in ways that made a significant contribution to the land, community, Wyoming Parks & Recreation, the City of Wyoming, State of Minnesota or the United States.
 - b. The person volunteered and gave extraordinary help or care to individuals, families, or groups, or support to the community.
 - c. The person risked his or her life to save or protect others.
11. A guideline, the threshold for considering the naming of a Park asset will include one or more of the following:
 - a. Land for the majority of the park was deeded to the City by the donor.
 - b. Contribution of a minimum of 50% of the capitol construction costs associated with developing the park/recreational facility.
12. Any individual, family, group or organization can apply for a dedication of memorials and objects in a Wyoming City park in honor of, individuals, groups or organizations that has contributed to the facility or community.
13. Dedications are encouraged to be in the form of facility improvements or enhancements. The approval, placement, and identification of these dedications will be at the discretion of the Parks and Recreation Board and the City Council.
14. Requests must be done so in writing (see Process). Approval is subject to the following guidelines and conditions.

The Process & Procedures

1. All requests to the dedication of memorials in a Wyoming City Park must be submitted in writing to the office of the City Administrator.
2. At a minimum, the attached application form must be completed. Additional information (photos, brochures, area map, drawings, etc.) is recommended.
3. The City Administrator will then transmit the form and supporting documents to the Parks & Recreation Board for review.
4. Application for a dedication/memorial will be reviewed by the Park & Recreation Board at a regular scheduled meeting.
5. The City Administrator will notify the petitioner of the date for Park & Recreation Board consideration.
6. After action has been taken on the request by the Parks & Recreation Board, the recommendation will be sent to the City Clerk to be placed on the City Council agenda.
7. The Clerk will notify the petitioner of the date for Council for approval.

CITY COUNCIL MEETING – September 12, 2019
CITY MANAGER REPORT

1. Financial Report

Last month's summary will be forthcoming.

2. Lincoln County Sheriff

Last month's Sheriff's report is attached.

3. City Hall Phone Number – Reverting soon to old number 541-563-3561

We've seemingly had a lot of grief with the existing VOIP system, which is also too complex for our small operation. So, we're purchasing a simpler system for City Hall and going through Pioneer. We will be saving some money, and the system should not require as much programming or nurturing.

4. September – National Preparedness Month

Attached is an email from Jenny Demaris @ Lincoln County Alerts and the flyer for National Preparedness Month & Get Ready Lincoln County on September 21st from 11 am – 2 pm.

5. Scenic Byway Kick-Off Event

It's my understanding that the ribbon-cutting is scheduled for September 28th.

6. Open Space Workshop

Reminder: Open Space Workshop scheduled for October 8th at 6 pm in Council Chamber.

7. Economic Development Alliance of Lincoln County

EDALC is celebrating 25 years with an anniversary celebration October 9th from 5 – 8 pm at the Spyglass Restaurant – Inn at Otter Crest. Seating is limited to one or two attendees per member organization. I will be attending as a Board Member. Please let me know if one of you on the Council would like to attend.

8. Pollinator Corridor

Concerned Citizens for Clean Air has invoiced us for \$1000 for its Pollinator Habitat Corridor Program. Attached is the invoice, as well as a letter from Lincoln County (although it's dated March 4th, I do not recall receiving it for including as a budget request), and a copy of the agreement referenced in the letter.

Although not in the 2019-20 budget, we do have the line item "Economic Development Partnerships" with available funding, since City Council determined not to proceed with RAIN this year.

9. Social Media Policy

A couple of weeks ago the water distribution system had several breaks along some main lines. Public Works staff worked many hours to repair these breaks. Our City Recorder/PIO updated users on the City of Waldport Facebook page, when information was available. Part of the process was cumbersome as people would comment or share posts on other pages, and it was difficult to track conversations. We will be looking at how better to craft and implement a notifications policy.

The City's (current) Facebook policy is as follows:

- * Comments should relate to the topic being discussed in the original post.*
- * Comments should not contain profanity, racial slurs or any other derogatory terms.*
- * Comments should not contain personal or defamatory attacks.*
- * Comments should not contain random or unintelligible text.*
- * Reasonable arguments for opposing views are encouraged.*
- * A posted comment is the opinion of the poster only, and publication of a comment does not imply endorsement or agreement by the City of Waldport.*
- * The City's Facebook page is not the place to endorse candidates or a particular stance on a currently active ballot measure or specific legislation.*
- * Comments should not advertise commercial products or services.*
- * There is no right of privacy on the City's Facebook page because the page is a public forum.*
- * The City reserves the right to block or remove any comments that violate this policy, or that are illegal, threatening, or defamatory.*
- * Anonymous postings will not be permitted. Multiple postings by the same user on a single topic will not be permitted, neither will postings by the same user using a fictitious or different name.*
- * Comments are intended to be pertinent to circumstances involving matters within the City or the administration of its governmental affairs.*
- * Persons who are members of boards or commissions within the City government should not use Facebook to comment upon the conduct of business concerning the actions of the board or commission upon which they serve.*
- * Comments are retained by the City and are subject to the Freedom of Information Act. All material on this Facebook page will be permanently archived.*
- * This comment policy may be revised at any time. Any such revisions will be clearly delineated.*
- * Your submission of a comment constitutes your acceptance of this policy.*

If you have any questions or comments about this policy, please feel free to contact the City.

Please note: Communications made through Social Media will in no way constitute a legal or official notice or comment to the City or any official or employee of the City for any purpose.

Also attached is the Model Email and Social Media Policy paper prepared by LOC in April 2018.



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: September 3, 2019

TO: Waldport City Council / Kerry Kemp, City Manager

FROM: Brian S. Cameron, Patrol Commander

RE: WALDPOR NEWS BRIEF – AUGUST 2019

SHERIFF OFFICE NEWS

On August 6, 2019, the Sheriff's Office along with other local public service agencies hosted National Night Out in the Waldport Green Space. The evening gave citizens of Waldport a chance to meet local first responders in a casual and fun environment. Those in attendance also had the chance to see some of the tools of the trade used by our first responders including patrol cars, patrol boats and firefighting equipment. Even though the crowd at this first event were not what we hoped for, we still believe the intent of National Night Out was achieved. We will discuss what changes can be made to next years event to hopefully increase attendance.

All certified members of the Sheriff's Office participated in the annual handgun and rifle qualification course held every August. This is a required event for all police and correction certified members through the Department of Public Safety Standards and Training (DPSST), which sets the standards for all law enforcement agencies in Oregon. This range week is one of four held throughout the year. The other three are referred to as "tactical" shoots which allows the deputies to practice marksmanship as well as techniques to survive a violent encounter. Other training held throughout the year include defensive tactics, confrontational simulation, less lethal (pepper spray, taser, 40mm), policy and law updates, leadership and mental health topics.

A job offer was given to Zachary Landry for our last vacant patrol deputy position. Zach is currently a member of the Washington National Guard and will be relocating from the Eatonville, Washington area with his family this October. Welcome aboard Zach!

CALLS FOR SERVICE

During the month of August, the City of Waldport represented **54%** of all Sheriff's Office activity in South Lincoln County, which is up from **38%** last month. Sheriff Deputies responded to or initiated **217** calls for service in the City of Waldport, which is up from **161** calls last month. Of the **217** calls, six (**6**) resulted in arrests for criminal offenses. The arrests ranged from Assaulting a Public Safety Officer, Resisting Arrest, Unlawful Use of a Weapon, Assault in the 4th Degree, Disorderly Conduct and Criminal Mischief in the 3rd Degree.

TRAFFIC ENFORCEMENT

The City of Waldport requests traffic offenses, which occur inside the city limits, be issued into Waldport Municipal Court. There were **57** traffic stops, resulting in **26** citations. This is up from **17** citations issued the prior month. A sample of some of the citations issued included speeding, driving while suspended, illegal U turn resulting in an accident, fail to obey a traffic control device and driving uninsured. I reviewed the locations where the citations were issued and noted they occurred on Highway 101 at various cross streets, Highway 34 at various cross streets, Cedar Street, Broadway Street, South Crestline Drive and NW Hemlock Street.

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.

The crime definition of the month is **Assaulting a Public Safety Officer**. A person commits the crime of Assaulting a Public Safety Officer if the person intentionally or knowing causes physical injury to the other person, knowing the other person to be a peace officer, correction officer, youth correction officer, parole and probation officer, animal control officer, firefighter or staff member, and while the other person is acting in the course of official duty.

On August 4, 2019, at 5:00pm Deputy Zach Akin and Deputy Anthony Rose were dispatched to an assault call at Rays Food Place in Waldport. The call screen indicated an employee of Rays had been assaulted by a customer who was currently detained in the office area. Upon Deputy Akin's arrival to the store, he made contact the adult male from Waldport. The suspect was uncooperative with Deputy Akin as he tried to question him about the allegations. The suspect then stuck Deputy Akin in the head and proceeded to resist arrest. In all, it took three deputies to place the suspect into

custody. Prior to the suspect being lodged in the jail, he was evaluated by medical personnel at Samaritan Pacific Communities Hospital in Newport. The suspect was later lodged at the Lincoln County Jail on charges of **Assaulting a Public Safety Officer**, Resisting Arrest and Assault for the injury sustained by the store clerk. Deputy Akin fortunately only received minor injuries during this event.

On August 21, 2019, at 6:12pm, Deputy Cody Tadlock responded to the 100 block of SW Park Drive in Waldport on a report of an adult male who was being aggressive and uncooperative with other members of the home. Deputy Tadlock has been previously trained in Crisis Intervention Training (CIT), which teaches deputies how to respond to people in crisis for a variety of different disorders and circumstances. He is also certified as a Drug Recognition Expert, which assess if a person is under the influence of a controlled substance (mainly used in DUII investigations). Deputy Tadlock quickly assessed that the subject appeared to suffer from a co-occurring disorder, which is a mental or physical disorder combined with a substance abuse problem. Deputy Tadlock worked with the subject and eventually got him to voluntarily go with him to the hospital in Newport for a mental health evaluation by Lincoln County Mental Health (these calls can be very tricky for our deputies who are not certified crisis counselors but are called in to stabilize volatile situations involving the mentally ill). While at the hospital, Deputy Tadlock continued to work with the subject to get him comply with the process that needs to be conducted prior to Mental Health starting an evaluation, but unfortunately the subject remained uncooperative and later committed the crime of Disorderly Conduct and attempted to run from the hospital. The subject was taken into custody and transported to the Lincoln County Jail. Mental Health evaluations are also routinely conducted in our jail, but it is always the goal to try and have the subject treated in the hospital whenever possible. In this situation our deputy was aware his number one priority is the safety and wellbeing of those at the community hospital

UPCOMING EVENTS

School begins on September 3, 2019, which mean School Resource Deputy Dalynn Shinholster will again be splitting her work week between Waldport and Toledo Schools. Our deputies will also be patrolling the school zone on Crestline Drive.

Have a great month.



OFFICE OF THE SHERIFF

Sheriff Curtis L. Landers

225 W. Olive Street

Newport, Oregon 97365

(541) 265-4277

Fax (541) 265-4926

MEDIA RELEASE

FOR IMMEDIATE RELEASE

Date: September 3, 2019

Contact: Jenny Demaris, Emergency Manager
vdemaris@co.lincoln.or.us
(541) 265-4199 Office

NATIONAL PREPAREDNESS MONTH – ANNUAL READINESS FAIR ANNOUNCEMENT

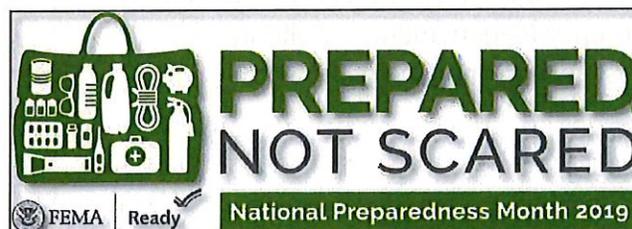
(09.03.19- Lincoln County)

Lincoln County Sheriff's Office and Lincoln County Public Health are pleased to promote and locally support the 2019 National Preparedness Month (NPM) campaign. This September, National Preparedness Month will focus on planning, with an overarching theme "Prepared, Not Scared."

We should all take action to prepare! We are all able to help first responders in our community by training how to respond during an emergency and what to do when disaster strikes — where we live, work, and visit. The goal of NPM is to increase the overall number of individuals, families, and communities that engage in preparedness actions at home, work, business, school, and place of worship.

2019 Weekly Themes

- Week 1: September 1-7 Save Early for Disaster Costs
- Week 2: September 8-14 Make a Plan to Prepare for Disasters
- Week 3: September 15-21 Teach Youth to Prepare for Disasters
- Week 4: September 22-30 Get Involved in Your Community's Preparedness



Lincoln County Sheriff's Office

[facebook](#) | [twitter](#) | [website](#) | [emergency alerts](#) | [contact/newsbites](#)

In promotion of National Preparedness Month, Lincoln County Emergency Management, NW Natural, the American Red Cross with many other public safety agencies will host the annual Lincoln County Readiness Fair. The fair is free to the public and will be held at the following date, time and location.

Get Ready Lincoln County, Emergency Readiness Fair:

Saturday, September 21, 2019

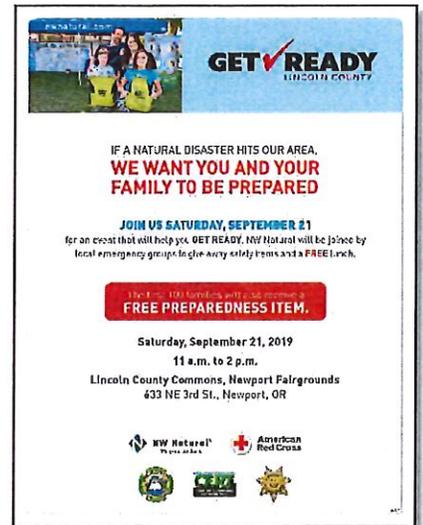
11:00 am - 2:00 pm

Lincoln County Commons (Fairgrounds)
633 NE 3rd St., Newport, Oregon, 97365

Featured Demonstration:

The American Red Cross will set-up a simulated shelter operation where fair attendees can:

- Walk through shelter, see cots and layout
- Go through the check in process and talk with Red Cross Volunteers
- Learn what shelter occupants should bring with them when evacuated from their homes and the items that will be provided to support them at the shelter
- Learn how to connect with loved ones who may be looking for them using the *Safe and Well* program - <https://safeandwell.communityos.org/zf/safesearch/search>.
- Learn how you can get in involved and volunteer with the American Red Cross



Public Safety and Preparedness Partners:

Local public safety and preparedness representatives will be on hand to help guide attendees and answer the "How to?"; "What if?" and "Why should I?" questions they may have. Local vendors will have emergency readiness kits, gadgets, nutritional items, etc. to look at, purchase and/or order. A detailed exhibit and participant list available at the end of this media release and on the Lincoln County Emergency Management website at www.co.lincoln.or.us/emergencymanagement



Local Media and Community Partners:

Local Media and community partners are encouraged to visit the National Preparedness Month website and/or the Centers for Disease Control and Prevention to utilize the available social media, print, video and audio outreach tools for promotion of National Preparedness Month.

Additional Resources:

- Lincoln County Emergency Management Website – Fair Information – www.co.lincoln.or.us/emergencymanagement
- National Preparedness Month – <https://www.ready.gov/september>
- Ready.Gov - www.ready.gov
- Centers for Disease Control and Prevention – Preparedness Month - <http://www.cdc.gov/phpr/npm/index.htm>

###

Respectfully submitted,

Virginia "Jenny" Demaris

Emergency Manager

Lincoln County Sheriff's Office

225 W. Olive St., Newport, Oregon 97365

vdemaris@co.lincoln.or.us

[\(541\) 265-4199](tel:5412654199) Office



Kerry Kemp

From: Lincoln County Lincoln Alerts <noreply@everbridge.net>
Sent: Tuesday, September 03, 2019 2:30 PM
To: Kerry Kemp
Subject: LCSO - Readiness Fair (09/21/19) and National Preparedness Month (Sept.) Announcement
Attachments: Get+Ready+Lincoln+Co.+Readiness+Fair+Announcement+--+2019.pdf

The following is a message from Lincoln County, LINCOLN ALERTS notifications.

Lincoln County Sheriff's Office and Public Health are pleased to promote and locally support the 2019 National Preparedness Month (NPM) campaign. This September, National Preparedness Month will focus on planning, with the overarching theme "Prepared, Not Scared."

During the month of September, we join with our annual sponsors, Northwest Natural and the American Red Cross to host the GET READY LINCOLN COUNTY – Readiness Fair event. Our 2019 fair will have more hands-on demonstrations to help increase community member skills from: how to use a fire extinguisher, shut off your utilities, purify your own water, heat up food under limited conditions, build your own emergency go kit, be financially prepared, etc.

GET READY LINCOLN COUNTY – Readiness Fair

Saturday, September 21, 2019

11:00 am - 2:00 pm

Lincoln County Commons (Fairgrounds)

633 NE 3rd St., Newport, Oregon, 97365

(Announcement with full list of exhibitors and activities attached - 2 pages)

2019 National Preparedness Month Weekly Themes

- Week 1: September 1-7 Save Early for Disaster Costs
- Week 2: September 8-14 Make a Plan to Prepare for Disasters
- Week 3: September 15-21 Teach Youth to Prepare for
Disasters
- Week 4: September 22-30 Get Involved in Your Community's
Preparedness

We have provided a full list of exhibitors and activities planned for the readiness fair to help guide you to the areas you are most interested in on our County Emergency Management Website -

<https://www.co.lincoln.or.us/emergencymanagement/page/readiness-fair-and-national-preparedness-month> .

Regards,

Virginia "Jenny" Demaris

Emergency Manager

Lincoln County Sheriff's Office

225 W. Olive St., Newport, Oregon 97365

vdemaris@co.lincoln.or.us

[\(541\) 265-4199](tel:(541)265-4199) Office

Questions or comments? Contact Lincoln County Emergency Management at vdemaris@co.lincoln.or.us or (541) 265-4199. For additional emergency preparedness information visit our Lincoln County Emergency Management website at www.lincolncountysheriff.net .

Total Control Panel

[Login](#)

To: kerry.kemp@waldport.org

[Remove](#) this sender from my allow list

From: noreply@everbridge.net

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



GET READY

LINCOLN COUNTY

IF A NATURAL DISASTER HITS OUR AREA,
**WE WANT YOU AND YOUR
FAMILY TO BE PREPARED**

JOIN US SATURDAY, SEPTEMBER 21

for an event that will help you **GET READY**. NW Natural will be joined by local emergency groups to give away safety items and a **FREE** lunch.

The first 100 families will also receive a
FREE PREPAREDNESS ITEM.

Saturday, September 21, 2019

11 a.m. to 2 p.m.

Lincoln County Commons, Newport Fairgrounds

633 NE 3rd St., Newport, OR





EMERGENCY READINESS FAIR



Saturday, September 21, 2019 • 11:00am – 2:00pm

Lincoln County Commons (Fairgrounds) • 633 NE 3rd St., Newport, Oregon, 97365

www.co.lincoln.or.us/emergencymanagement

Vendors:

- Lincoln City Sporting Goods, Bruce Polvi: Emergency readiness supplies – purchase at fair and take home
- Display Vendors: Mountain House, Thrive, Go/Stay/Kit, Earthquake Management
- Prepare and Protect Your Property: All State Insurance Information resources on protecting your property and how to recover after an event

Hazards - Top 6 for Lincoln County:

- Earthquake: Mitigation tips for protecting your home in advance, assessing for damage after
- Flooding: Flood plains maps, flood notifications, protecting your property, response steps if trapped in a car or at home and clean up after the flood
- Hazardous Material Events: Sheltering in place and what it means – North Lincoln Fire and Rescue
- Tsunami: Find your zone, know where and when to evacuate, new signage to look for at the beach and marine entrance areas
- Wildfire: Be Ready, Be Set, Go NOW! Instructions on when, how and where you should evacuate to?
- Winter Weather: National Weather Service and Oregon Department of Transportation tips for preparing for winter weather and hazardous road conditions

Community Health Services:

- Emergency Medical Transportation: Pacific West Ambulance and Life Flight
- Hospital Care and Your Health: Samaritan Health Services
- Public Health: Handwashing, immunization & vaccine guidelines

Community Partnerships:

- LISTO's – Spanish Resources – City of Newport Emergency Management
- Lincoln County School District, Hatfield Marine Science Center, OSU Extension Office
- CERT - Community Emergency Response Teams: South County, North Lincoln, Depoe Bay and Newport Teams
- Northwest Natural: Featured host of readiness fair and provider of lunch during fair

Kids Korner - New This Year:

- Tips on talking with your kids about disasters, how to emotionally recover
- Fun take home activity sheets to engage kids on their preparedness and helping the whole family be ready

Preparedness and Response:

- Business Continuity Planning: How to survive an event and taking care of your employees
- Communications: Lincoln County Amateur Radio – License training tips, family 2 way radios – NOAA Weather Alert Radios program
- Food Ration Bars: Taste before you buy, samples, samples
- Emergency Kits: Examples of do it yourself, premade, evacuation kits vs. shelter in place supplies...What's in Your Trunk display, CERT Depoe Bay
- Handwashing: How Clean is Clean? Tips and techniques to keep the germs away
- Neighborhood Planning: Map Your Neighborhood program and example neighborhood caches City of Lincoln City
- Pets and Livestock: Saving the whole family, shelter in place and evacuating with your pets – LCSO Animal Shelter
- Prepare in a Year: 12 Step Guide to Readiness
- Search and Rescue: How to protect yourself if lost and how our Lincoln County SAR can help
- Water Resiliency: How do you provide water for yourself and your family in a disaster situation? CERT – South County

Security and Safety:

- 911 Know When to Call: Tips before you call non-emergency public safety phone numbers
- Fire Extinguishers/Smoke Detectors: Tips on using and practice – Fire and CERT Newport
- Marine and Water Safety: Are you sure you're ready to take on the seas, river or the surf, US Coast Guard Auxiliary ready to answer your questions?
- Run/Hide/Fight: Response tips if you find yourself in a threatening situation
- See Something, Say Something: When and what should you report and to whom?
- Utilities: Safety precautions and shut off tips for gas, water, electricity – CERT North Lincoln

*Special thank you Angell Job Corps Honor Guard for helping at the fair

INVOICE

From: Concerned Citizens for Clean Air
Pollinator Habitat Corridor
PO Box 375
Seal Rock, OR 97376

To: City of Waldport
PO Box 1120, Waldport, OR 97394

Date: 15 July 2019

Description:

Annual contribution toward weed removal by county corrections crew on the Hwy 101 Pollinator Corridor for FY 19/20.

Amount due: \$1,000

Due date: Oct 15, 2019

Please send check to Lincoln County Parole and Probation,
218 W Olive St, Newport, OR 97365
Attn: Angela Hoak, ahoak@co.lincoln.or.us

If you have any questions about this invoice or the Hwy 101 Pollinator Corridor, please contact Maxine Centala, mcentala@peak.org, 541 563-3651

Thank you very much for your contribution!



**Claire Hall
County Commissioner**

Courthouse, Room 110
225 W. Olive Street
Newport, Oregon 97365
(541) 265-4100
FAX (541) 265-4176

March 4, 2019

City of Waldport
Attn: Kerry Kemp, City Manager
PO Box 1120
Waldport, OR 97394

Dear Kerry,

Last year, the cities of Newport, Waldport and Yachats each provided \$1,000 matching grants to support continuation of the Highway 101 roadside no-spray project which includes the twenty-five mile stretch from the south end of the Yaquina Bay Bridge to the Lane County line. These funds matched a larger grant to the project provided by Lincoln County. The purpose of this letter is to request that you include a similar funding grant to this project for the coming fiscal year.

As you may know, the County has been working for some months to finalize an agreement with the Oregon Department of Transportation (ODOT) that will see the no-spray project evolve into a pollinator project, with designated sites along this segment of highway dedicated to native plantings that will support the health of pollinators. Although the negotiations have taken longer than we had hoped, I'm pleased to report we now have an agreement that is acceptable to all parties, and the Board of Commissioners will finalize that agreement at our March 13 meeting.

Thank you for your consideration.

Claire Hall
Lincoln County Commissioner

cc: Dean Sawyer, Mayor, City of Newport
W John Moore, Mayor, City of Yachats

Approved by Lincoln County
Order No. 2-19-11

Misc. Contracts and Agreements
No. 31601

INTERGOVERNMENTAL AGREEMENT
South Lincoln County Pollinator Habitat Corridor Project
Lincoln County

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 LINCOLN COUNTY, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party," or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The South Lincoln County Pollinator Habitat Corridor Project (hereafter "Corridor Project") is an effort to develop a sustainable partnership of state and local agencies, volunteer groups, and individuals to enhance and protect pollinator habitat in Oregon on state right of way along US 101.
3. County has agreed to act as the lead sponsor for the development of the pollinator habitat corridor plan and to manage work activities and adherence to obligations contained within this Agreement of various Interest Groups with participating volunteers on the Corridor Project.
4. State will provide pre-approved state-owned sites for the development of the Corridor Project, as well as oversight and guidance to County with respect to planting and protecting patches of wildflowers and other life-sustaining plants for pollinators.
5. This Agreement defines the roles and responsibilities of State and County.

DEFINITIONS

1. *Interest Groups* are state agencies, local agencies, volunteer groups and private citizens involved in the Corridor Project. *Participants* are members of Interest Groups.
2. *Pollinator Corridor* is a corridor by which a specific species or group of species can move from one set of resources to another that facilitates successful completion of a life cycle.
3. *Pollinator habitats* are areas of permanent vegetation located in an agricultural landscape, such as field or roadside edges. Vegetation consists of acceptable herbaceous and/or woody plants.

4. *Zone 3* is a roadside management area of state right of way that typically begins at the top of back slopes behind a drainage ditch. In areas with no ditch line the location of *Zone 3* will be determined by the District 4 Manager. *Zone 3* is available for the Corridor Project to enhance through vegetation removal, seeding, planting, or other activities to increase pollinator habitat.

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, the Parties enter into this Agreement to work cooperatively in the establishment and maintenance of a pollinator corridor on state right of way along US 101 from the south end of the Yaquina Bay Bridge (MP 142) in the City of Newport to the south of City of Yachats (MP 167.49). The limits of the Corridor Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. As the lead sponsor, County shall oversee and manage the activities and adherence to obligations contained within this Agreement of Interest Groups and Participants that take part in the Corridor Project.
3. Through this Agreement, State grants authority to County to enter upon state right of way for the establishment and maintenance of a pollinator corridor within *Zone 3*, as depicted and further described in "Exhibit B," attached hereto and by this reference made a part hereof. As part of this permission, the Parties agree to adhere to Oregon Administrative Rule Chapter 734, Division 55, with the exception that all construction activities are prohibited.
4. The costs associated with participation in this Agreement are at the expense of the Party performing the duties or obligations described herein.
5. The term of this Agreement shall begin upon the signatures of State and County and shall terminate on June 30, 2030, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

COUNTY OBLIGATIONS

1. County agrees:
 - a. that all work done in association with the Corridor Project shall be done in accordance with State standards as provided in Oregon Administrative Rule Chapter 734, Division 55 governing operations on state highway right of way (with the exception that all construction activities are prohibited);
 - b. that no activity shall be performed on or within the paved surface of the roadway or shoulder. County will use caution while working near the roadway and shall not

- interfere in any way with the movement of traffic on the roadway, pedestrians, or bicycle movements on the highway and/or shoulders;
- c. no lane restrictions will be permitted without written approval from the District Manager;
 - d. that during work periods all activities, such as parking vehicles on the shoulder of the road, shall be performed in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD), and Oregon Temporary Traffic Control Handbook for pedestrian and traffic control (OTTCH), and that temporary pedestrian routes are provided through or around any work zone as provided in Highway Division Operational Notice MG Activities-2 and Chapters 1 and 5 of the OTTCH;
 - e. that no power tools, with the exception of gas powered string trimmers or gas powered hedge trimmers, shall be used to perform activities within the Corridor Project;
 - f. to assure that Zone 3 work sites are restored to pre-existing condition or better;
 - g. to be responsible and liable for investigating presence/absence of any legally protected or regulated environmental resource(s) in the area e.g. hazardous materials, water quality constraints, wetlands, archeological or historic resources, state or federal threatened or endangered species;
 - h. to comply with all applicable environmental laws pertaining to the Zone 3 work sites. If County inadvertently impacts a legally protected/regulated resource, they shall contact State's District Manager. The County shall follow all state and federal regulations while working in close proximity to any legally protected and/or regulated environmental resources. The cost and restoration of any work area is the responsibility of the County;
 - i. to call for utility locates before digging ("Call Before You Dig") at 1-800-332-2344, per Oregon Administrative Rule, Chapter 952, Division 001; and
 - j. to abide by the safety considerations in the Oregon Standard Specifications for Construction Manual, Section 00170.60, located at the following link:
http://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf
2. County will, through its own permitting process, permit Interest Groups to provide services for the Corridor Project. The permit consists of approval of the application form marked "Exhibit C," and by this reference made a part hereof.
 3. County shall instruct Interest Groups that engage on the Corridor Project of the obligations contained herein. County shall ensure that Interest Groups communicate said obligations to its Participants.

4. County shall contact State's District Manager a minimum of ten (10) days prior to commencement of planned work activities for approval with respect to location, plantings, site enhancements, and maintenance activities connected with the Corridor Project.
5. County understands that State shall not be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control that affect the Corridor Project.
6. County is responsible for ongoing maintenance of any enhancement activities and any costs it acquires in the performance of its responsibilities as part of this Agreement.
7. County agrees to provide State an opportunity to review draft copies of publications that may be produced as part of the Corridor Project and to receive copies of final publications.
8. County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
9. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included.
11. County acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to their books, documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after Agreement expiration. Copies of

applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

12. County certifies and represents that the individual(s) signing this Agreement have been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
13. County's contact is Roy Kinion, Director, Lincoln County Public Works Department, 880 NE 7th Street, Newport, Oregon 97365; phone: (541) 265-5747; email: rkinion@co.lincoln.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State will provide pre-approved state-owned Zone 3 sites (Exhibit B) for pollinator enhancement activities, as well as approval, oversight and guidance to County with respect to planting and protecting patches of wildflowers and other life-sustaining plants for pollinators. This may include, but is not limited to evaluating and approval of seed mixes/plantings, approving enhancement sites on state property, and adjusting construction and maintenance activities to maintain the integrity of pollinator habitat where possible.
2. Upon notification to and approval from State's District Manager, State grants County the right to enter onto state right of way for the performance of Corridor Project activities within Zone 3.
3. Upon execution of this Agreement, State agrees to eliminate the application of herbicides on state highway right of way within the Pollinator Corridor limits for a period of three (3) years. At the end of the three (3) year period, State will evaluate the Pollinator Corridor for results of no herbicide application.
4. As it relates to State Obligations, paragraph 3 above, if failure to control any vegetation in the Pollinator Corridor results in a sight distance problem or other hazard to the highway user, State will notify the Agency to remedy the issue within a specified timeframe. If the Agency is unwilling or unable to remedy the issue, State may remove vegetation and removal could include the use of herbicides.
5. State reserves the right to inspect the Corridor Project. State shall inform County prior to performing such inspection.
6. State is responsible for any costs incurred in the performance of State responsibilities delineated in this Agreement.

7. State's contact is Brian Morey, ODOT District 4 Manager, 3700 SW Philomath Boulevard, Corvallis, Oregon 97301; phone: (541) 757-4211; email: brian.t.morey@odot.state.or.us, 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.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of the Parties,
2. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, under any of the following conditions:
 - a. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If County 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 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 State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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 County 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.
5. With respect to a Third Party Claim for which State is jointly liable with County (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 County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County 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 County 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.

6. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County 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 County 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 County 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. County'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.
7. **INSURANCE REQUIREMENTS BETWEEN STATE AND COUNTY** (for purposes of the provisions in General Provisions, paragraph 7, "County" shall mean Lincoln County).

County shall obtain at County's expense the insurance specified below prior to performing services under this Agreement and shall maintain it in force and at its own expense throughout the duration of this Agreement, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that may apply. County shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with exception of Workers' compensation. County shall pay for all deductibles, self-insured retention and self-insurance, if any.

a. INSURANCE REQUIREMENT REVIEW

County agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by County and State.

b. **SUBCONTRACTORS:**

County shall require that all of its Interest Groups to carry insurance coverage that the County deems appropriate based on the risks of the subcontracted work. County shall obtain proof of the required insurance coverages, as applicable, from any Interest Group or Participant providing services under this Agreement.

c. **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Private Entity shall require compliance with these requirements in each of its subcontractor contracts.**

d. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance must be issued on an "occurrence basis" covering "bodily injury" and "property damage" and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage.

- i. Coverage shall be written on an occurrence basis in an amount of not less than \$500,000 per occurrence.
- ii. Annual aggregate limits shall not be less than \$1,000,000.

e. **AUTOMOBILE LIABILITY**

Automobile Liability insurance covering County's business-related automobile use or private passenger coverage for vehicles used by Interest Groups or Participants of the Interests Groups to provide Services under this Agreement including all owned, non-owned, or hired vehicles for "bodily injury" and "property damage", with a combined single limit of not less than \$500,000.

f. **EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

g. **NOTICE OF CHANGE OR CANCELLATION:**

County or their insurer must provide at least 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

h. **CERTIFICATE(S) AND PROOF OF INSURANCE:**

County shall provide to State Certificate(s) of Insurance for all required insurance before performing any services under this Agreement. The Certificate(s) shall:

- ✓ List the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as a Certificate holder and as an **endorsed Additional Insured**.
- ✓ Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional liability and Workers' compensation.
- ✓ Confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided.
- ✓ If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

i. **ENDORSEMENTS:**

- i. **Additional Insured.** The liability insurance coverages, except Workers' Compensation/Employer's Liability, if included, required for performance of this Agreement must include an *“additional insured”* endorsement specifying the **“State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and Lincoln County, and their respective officers, members, agents and employees.”** Coverage shall be primary and non-contributory with any other insurance and self-insurance. Proof of additional insured status will include copies of endorsements and/or policy wording which must be submitted with the Certificate(s) of Insurance. **The additional insured endorsement must be acceptable to State.**
- ii. **Commercial General Liability** will contain, or be endorsed to contain, a provision that specifies **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as additional insureds with respect to liability arising out of work or completed operations performed by, or on behalf of, the County including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

j. **STATE ACCEPTANCE:**

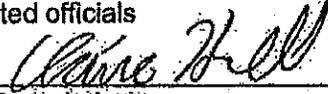
All insurance providers are subject to State acceptance. If requested by State, County shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this Agreement.

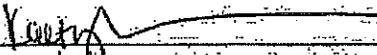
8. County shall require its Interest Groups and Participants that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Interest Group or Participant or any of the officers, agents, employees or subcontractors of the Interest Groups or Participant. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the Interest Group or Participant.
9. Any such indemnification shall also provide that County, Interest Group, or Participant, nor any attorney engaged by County, Interest Group or Participant shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that County, Interest Group or Participant is prohibited from defending the State of Oregon, or that County, Interest Group or Participant is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against County, Interest Group or Participant if the State of Oregon elects to assume its own defense.
10. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
11. 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.
12. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of

State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

LINCOLN COUNTY, by and through its elected officials

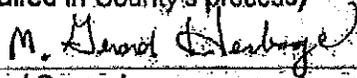
By 
Commissioner

By 
Commissioner

By 
Commissioner

Date 3/13/19

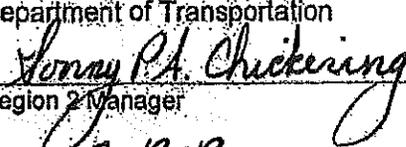
APPROVED AS TO LEGAL FORM
(If required in County's process)

By 
Legal Counsel

Date 3/6/2019

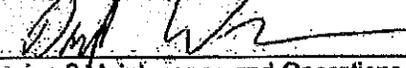
County Contact:
Roy Kinion, Director
Lincoln County Public Works Department
880 NE 7th Street
Newport, OR 97365
Phone: (541) 265-5747
Email: rkinion@co.lincoln.or.us

STATE OF OREGON, by and through its Department of Transportation

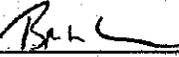
By 
Region 2 Manager

Date 3-19-19

APPROVAL RECOMMENDED

By 
Region 2 Maintenance and Operations Manager

Date 3-18-19

By 
District 4 Manager

Date 3/15/19

State Contact:
Brian Morey, Manager
ODOT, District 4
3700 SW Philomath Blvd.
Corvallis, OR 97333
Phone: (541) 757-4211
Email: brian.t.morey@odot.state.or.us

EXHIBIT A
Project Location Map
City of Newport (South of Yaquina Bay Bridge) to South City of Yachats

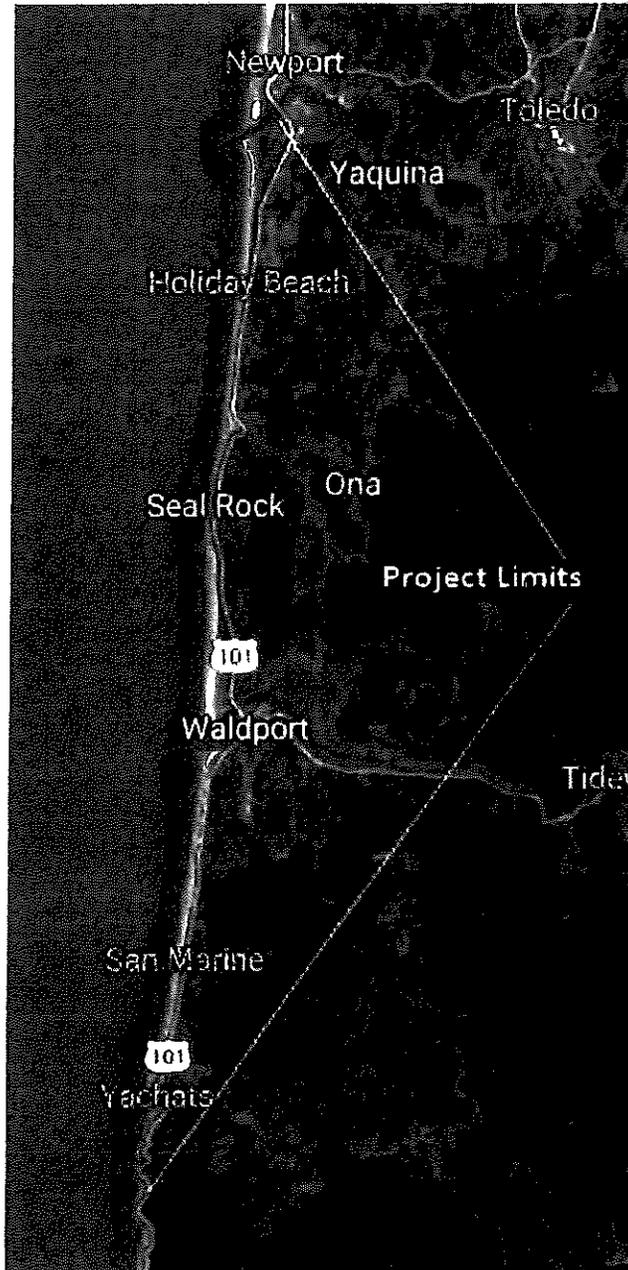
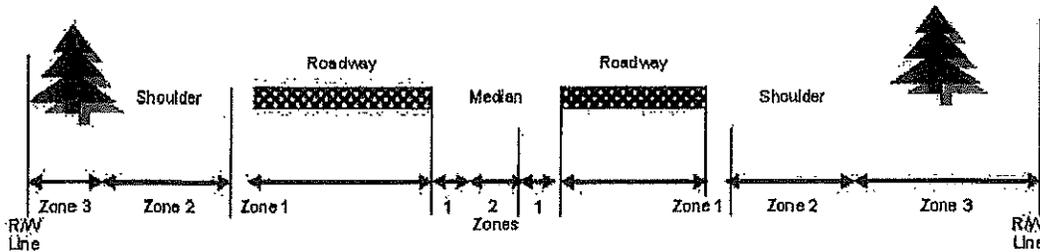


EXHIBIT B

Only Zone 3 will be used as the roadside management area of state right of way available for the Corridor Project to enhance through vegetation removal, seeding, planting, or other activities to increase pollinator habitat. ("SMA" means Special Management Area, which is an identified location along an ODOT ("State") right-of-way where sensitive natural or cultural resources are found.)

3.1 Roadside Zone Management



**ZONE 1:
 Drainage Zone**
 (from pavement to zone 2;
 maximum 8ft on Freeways, 6ft on
 Secondaries or to bottom of
 ditch)

Goals

- Provide for surface drainage
- Reduce fire potential
- Provide for visibility and maintenance of roadside hardware
- Prevent pavement breakup by invasive plants
- Provide sight distance for passing, stopping and at intersections
- Prevent the buildup of wind blown debris and winter sand at the pavement edge
- Prevent Establishment of Noxious Weeds

Desired Condition

- Little or No Vegetation
- No obstructions to features or sight distance
- No Noxious Weeds

Activities

- Shoulder blading
- Selective and Non-Selective herbicides
- Ditch cleaning

**ZONE 2:
 Surface Drainage
 Zone**
 (from zone 1 to meet
 operational needs 4ft
 beyond bottom of ditch)

Goals

- Maintain vehicle recovery area
- Provide sight distance for passing, stopping and at intersections
- Maintain hydraulic capacity of ditches
- Eliminate hazard trees (and trees shading the highway)
- Control weeds
- Prevent erosion
- Enhance visual quality

Desired Condition

- Low growing grasses or shrubs
- Vegetation, if present, minimizes pooling to keep water free flowing
- No obstructions to features or sight distance
- No Noxious Weeds

Activities

- Mowing
- Ditch cleaning
- Brush mowing
- Brush cutting (hand)
- Selective herbicides

**ZONE 3:
 Maintenance Zone**
 (from zone 2 to RAW line)

Goals

- Provide Sight Distance
- Eliminate hazard trees (and trees shading the highway)
- Accommodate utilities
- Promote low maintenance plant communities
- Blend and/or screen adjacent surroundings to meet the goals and objectives of the Roadside Classifications Plan (LOS)
- Control noxious weeds
- Prevent erosion
- Maintain and enhance visual quality
- Preserve wetlands and wildlife habitat
- Preserve and conserve native plants and wildflowers

Desired Condition

- No obstructions to features or sight distance
- No Noxious Weeds
- No Hazard Trees

Activities

- Selective thinning
- Tree Corridor Plans
- Hazard tree removal
- Noxious weed control
- SMA Management
- Selective herbicide

Exhibit B (continued)

HWY 101 Survey for Potential Pollinator Site 2018				
Site No.	Direction	MP	Location	Comments
1	NB	142.00	NE corner of Pacific Way	Field verify limits if selected
2	NB	144.1 – 144.3	North of 68 th Drive	Field verify limits if selected
3	NB	144.5 – 144.6	North of 73 rd Street	Field verify limits if selected
4	NB	145.05	Near airport entrance	Field verify limits if selected
5	SB	145.15	Gravel pullout	Field verify limits if selected Turnout to remain intact
6	NB	146.80	Near 123 rd Street	Field verify limits if selected
7	SB	146.8 – 146.9	North of 123 rd Street	Field verify limits if selected
8	NB	149.3 – 149.4	South of ODOT driveway	Field verify limits if selected
9	SB	151.40	South end of 3 rd turnout (Coast Road)	Field verify limits if selected
10	SB	154.3 – 154.4	South of Sandpiper Road	Field verify limits if selected
11	SB	154.60	North of Bayshore Road	Field verify limits if selected
12	SB	155.00	Minor Park Road to bridge	Field verify limits if selected
13	NB	155.00	Near Bayview Drive	Field verify limits if selected
14	SB	156.50	South end of seawall to turnout	Field verify limits if selected
15	NB	157.4 – 157.5	East side of scale area	Field verify limits if selected
16	SB	157.82	Near South Whitecap Drive	Field verify limits if selected Turnout to remain intact
17	NB	159.60	Near Dick's Fork FS Road	Field verify limits if selected
18	NB	164.5 – 164.6	Steep slope near Yachats River Road	Field verify limits if selected
19	SB	165.43 – 165.55	Near Gender Drive	Field verify limits if selected
20	SB	167.40	South end of Cooks Chasm parking	Field verify limits if selected

EXHIBIT C
County Permit Application

INTEREST GROUP APPLICATION FORM

SOUTH LINCOLN COUNTY POLLINATOR HABITAT CORRIDOR PROJECT

PLEASE PRINT

Interest Group/Participant Name: _____ Phone: _____ Email: _____

Mailing Address: _____ City/State/Zip: _____

Name of Primary Contact Person: _____ Phone: _____ Email: _____

Mailing Address: _____ City/State/Zip: _____

Name of Alternate Contact Person: _____ Phone: _____ Email: _____

Mailing Address: _____ Phone: _____ Email: _____

Proposed Work Area (Site Number): _____

Proposed Work Date(s): _____

Proposed Plantings (Subject to ODOT Approval):

Interest Group/Participant **MUST** have insurance coverage consistent with the IGA for the South Lincoln Pollinator Habitat Corridor Project, which is attached hereto. Does Interest Group/Participant have the requisite insurance?

_____ Yes _____ No (If answer is yes, please attach copies of the certificates of insurance).

Interest Groups and Participant agrees to the liability and release terms substantially identified in the forms attached hereto as Attachment 1 (Participant) and Attachment 2 (Interest Group).

Are Participants willing to attend County volunteer training for certification under the County's policy?

_____ Yes _____ No

Please note that Organization's volunteers must be 18 years of age or older.

Application: _____ Approved _____ Denied

Dated this _____ of _____

Roy Kinion, Lincoln County Public Works Director

ATTACHMENT 1
LIABILITY RELEASE FOR PARTICIPANT
Pollinator Habitat Corridor Project

I have reviewed the safety information and am aware of the danger involved in participating in the Pollinator Habitat Corridor Project in Lincoln County.

I am participating through _____ under Permit No. _____ issued
(APPLICANT NAME) (PERMIT NO.)
for _____ Highway, at or near mile point _____
(HIGHWAY NAME) (MILE POINT)

Further, I understand that I will be responsible and liable for damage or injury to any persons or property resulting from my actions during this activity.

I indemnify, hold harmless and release the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, its employees, agents and representatives, against any and all damages, claims, demands, actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the Department in the event a third party is injured as a result of this activity.

I the undersigned participant, acknowledge that I have read and understand the above Release.

PARTICIPANT NAME (PRINTED)	PARTICIPANT SIGNATURE	DATE
	X	

ATTACHMENT 2
LIABILITY RELEASE FOR INTEREST GROUPS
Pollinator Habitat Corridor Project

I have reviewed the safety information and am aware of the danger involved in participating in the Pollinator Habitat Corridor Project in Lincoln County.

I am participating through _____ under Permit No. _____ issued
(APPLICANT NAME) (PERMIT NO.)
 for _____ Highway, at or near mile point _____
(HIGHWAY NAME) (MILE POINT)

Further, I understand that I will be responsible and liable for damage or injury to any persons or property resulting from my actions during this activity.

I indemnify, hold harmless and release the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, its employees, agents and representatives, against any and all damages, claims, demands, actions, causes of action, costs, and expenses of whatsoever nature as a result of my actions during this activity and will notify the Department in the event a third party is injured as a result of this activity.

I the undersigned participant, acknowledge that I have read and understand the above Release.

PARTICIPANT'S NAME (PRINTED)	PARTICIPANT'S SIGNATURE	DATE
1.	X	
2.	X	
3.	X	
4.	X	
5.	X	
6.	X	
7.	X	
8.	X	
9.	X	
10.	X	
11.	X	
12.	X	

Council 8/10/17

South Lincoln County Pollinator Habitat Corridor

Letter of Intent

Between

Oregon Department of Transportation and Interested Parties

1. BACKGROUND:

In an April 19, 2016 letter to Lincoln County Commissioner Bill Hall, ODOT Director Matt Garrett stated "It is the intent of the Oregon Department of Transportation to partner with local community groups and other agencies to develop a pollinator corridor on the right of way along 25 miles of Highway 101 in south Lincoln County (Miles 142-167).

The project hopes to engage additional agencies, government entities, and community interest groups but will not necessarily be dependent on their participation."

2. PURPOSE:

The purpose of this Letter of Intent (LOI) is to provide a framework to effectively coordinate the actions that each of the signing parties undertakes in regard to pollinator habitat on lands under its jurisdiction and control. Each party retains responsibility and authority for decisions concerning those lands and resources. Actions under this LOI are subject to all applicable laws, regulations, policies, and public processes.

Because pollinators readily cross property boundaries, it is in each party's interest to coordinate efforts to accomplish a more effective pollinator habitat area. The benefit of the cooperative effort is that when a party chooses to take action, the action can be taken in a manner that complements, enhances, and benefits from the efforts of other cooperating parties. Parties may choose to share resources.

3. MUTUAL BENEFIT:

All parties to this LOI agree that it is in their mutual interest and benefit to work cooperatively in the planning and implementation of pollinator habitat actions across jurisdictional and ownership boundaries. This includes sharing information and technology; educating and training between the parties and/or the public regarding pollinator habitat; and working cooperatively to make the best use of financial resources.

4. ALL PARTIES MUTUALLY AGREE TO:

- 4.1. Establish a working group of cooperators in South Lincoln County to advance pollinator habitat. The initial coverage area is that portion of Lincoln County approximately from the south end of the Yaquina Bay Bridge in Newport to the Lincoln/Lane County line.
- 4.2. Provide the opportunity for open participation by individuals of the public and other organizations to attend meetings, give testimony, and otherwise participate in specific projects or activities as feasible.
- 4.3. Work cooperatively with all Parties and Cooperators to this LOI to establish mutual goals and objectives, and opportunities for collaboration
 - 4.3.1. Goals and Objectives – Guiding document
 - 4.3.2. Implementation plan (focus) – includes projects, activities, responsible parties, and financial plans for the year that further the goals and objects
 - 4.3.3. Annual reporting
- 4.4. Recognize that other entities may assist in endeavors critical to the purposes of this LOI under separate formal arrangements with individual Parties and Cooperators.

5. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- 5.1. This LOI in no way restricts the parties from participating in similar activities with other entities or individuals, public or private.
- 5.2. This LOI does not create any financial or fiscal obligations between the parties. Any activities that involve reimbursement, contribution of funds, or the transfer of anything of value between the parties shall be handled in accordance with all applicable laws, regulations and procedures.

6. LOI PARTY REPRESENTATIVES ARE:

- 6.1. United States Forest Service, Siuslaw National Forest
- 6.2. State of Oregon, Parks and Recreation Department
- 6.3. State of Oregon, Department of Transportation
- 6.4. Lincoln County
- 6.5. City of Newport
- 6.6. City of Waldport
- 6.7. City of Yachats

7. LOI COOPERATORS ARE:

- 7.1. Lincoln Soil and Water Conservation
- 7.2. Watershed Council

- 8. This LOI shall become effective when all required signatures have been obtained and shall remain in effect for 2 years to coincide with agency budget cycles and shall be renewable upon review and approval.**
- 9. This LOI is not intended to create a legally binding Agreement and is not a commitment by the Parties to participate in the Pollinator Habitat Corridor project.**
- 10. IN WITNESS THEREOF, The parties hereto have executed this LOI as of the last written date below:**

Signatures:

Signature & Date

Title
United States Forest Service,
Siuslaw National Forest

Printed Name

Signature & Date

Title
State of Oregon,
Parks and Recreation Department

Printed Name

Signature & Date

Title
State of Oregon
Department of Transportation

Printed Name

Signature & Date

Title
Lincoln County

Printed Name

Signature & Date

Title
City of Newport

Printed Name

Signature & Date

Title
City of Waldport

Printed Name

Signature & Date

Title
City of Yachats

Printed Name

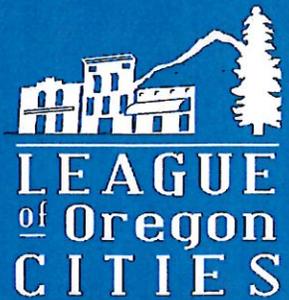


LEAGUE OF OREGON CITIES

MODEL

Model Email and Social Media Policy

APRIL 2018



FOREWORD

Technology has become an everyday part of the workplace. Computers and the internet are now standard workplace tools. In a very short span of time, social media has evolved from a technological fad to a potentially long-term, effective communication option for cities. Cities should develop a comprehensive email and social media use policy to manage legal risks such as violations of public records law and protections on free speech. This model does not address the off-duty private use of email and social media accounts that does not relate to public business. However, emails and social media posts are considered public records if they relate to the city's business regardless if the email is sent from, or the social media is posted from a private account. Thus, these public records must be properly retained pursuant to the city's records retention policy. Additionally, cities may not restrict an individual's First Amendment free speech rights by regulating the content of their social media posts. Cities may, however, regulate the time, place, and manner in which free speech is permitted and thus, manage public comments on the city's social media accounts accordingly.

DISCLAIMER

Any model document provided by the League is intended to be used as a starting point in an individual city's development of its own documents. Each city is unique, and any adopted document or policy should be individually tailored to meet a city's unique needs.

This model is not intended as a substitute for legal advice. Cities should consult with their city attorney and/or the CIS Pre-Loss Legal Department before adopting an email and social media policy to ensure that the policy complies with all aspects of federal, state, and local law.

MODEL EMAIL AND SOCIAL MEDIA POLICY

Part I: Email

Use

1. Each staff member and official will be assigned a unique email address that is to be used while conducting city business via email. The unique email address assigned to an employee is the property of the city. An individual may only use their assigned email address while employed by the city.
2. The city retains the right to intercept, monitor, review and disclose any and all messages composed, sent or received.
3. All email systems are city property. All messages stored on city systems or composed, sent or received by any staff or official are the property of the city. Furthermore, all messages composed, sent or received by any person using city-provided equipment are property of the city. Emails are not the property of any employee or official.
4. Email systems are intended to be used primarily for business purposes. Any personal use must not interfere with normal business activities, must not involve solicitation, and must not be associated with any for-profit business activity.¹ All messages sent by email are city records.
5. The use of privately owned email accounts for sending and receiving work related email messages is highly discouraged. However, if these resources are used for work-related purposes, the user must transfer all work-related messages to a city-owned system or network and must realize that these private accounts may be subject to public disclosure and retention requirements.
6. All communications via email in connection with the transaction of public business constitute public records except under certain circumstances. Electronic communications, like other public records, must be available upon request to any individual, agency or others outside the organization, unless the information is legally exempt from disclosure.
7. Except as specifically designated below, city staff and officials are prohibited from using City email accounts to send or receive:
 - a. Information about actual or potential claims and litigation involving the city;
 - b. The intellectual property of others, without written permission;

¹ Cities who wish to limit email use to business purposes only should replace this language with the following: "Email systems are to be used for business purposes only. Personal use of city email systems is strictly prohibited."

- c. Photographs of employees or members of the public, without written permission;
- d. Any personal, sensitive or confidential information;
- e. Computer viruses or other harmful programs;
- f. “Chain letters” or junk mail;
- g. Material or comments that are derogatory to any individual or group, or of a defamatory, threatening or harassing nature;
- h. Racist, sexist and other disparaging language about a group of people;
- i. Obscene, pornographic, offensive or illegal materials or links;
- j. Sexual comments about, or directed to, anyone; or
- k. Any communication for any other purpose which is illegal, against city policy, or contrary to the city’s interest.

This prohibition does not apply to attorney-client communications between city staff and officials and the city attorney or other city staff and officials designated to assist with legal matters.

Records Retention:

1. The city must maintain and preserve records in compliance with the Oregon Public Records Law. The Public Records Law applies regardless of whether the email communication is sent from a public or private email address.
2. The retention of records stored in electronic systems, including email, is governed by the city’s retention schedule and OAR Chapter 166, Division 200. If you have a question regarding the retention of a record, please contact the city recorder².
3. An email inbox should not be used for storage. The email should be printed and put into the appropriate file.³ However, email related to a current project or issue may be retained on the system as a reference tool. Once the project is completed or the issue resolved, the user should transfer all relevant email to the appropriate file and delete the email from their inbox.

² If appropriate, replace “City Recorder” with the city’s designated records custodian.

³ If the city utilizes an electronic filing system, this sentence should be modified to designate the proper electronic file location (e.g. “The email should be saved in the ‘Email’ folder in the E: drive”).

Security Precautions

1. Viruses and other malicious code can spread quickly if appropriate precautions are not taken:
 - a. Be suspicious of messages sent by people not known by you.
 - b. Do not open attachments unless they were anticipated by you.
 - c. Disable features in emails that automatically preview messages before opening them.
 - d. Do not forward chain letters; simply delete them.

Any staff member in violation of this email policy is subject to disciplinary action pursuant to the city's personnel manual, including but not necessarily limited to termination.

Part II – Social Media

Use

1. “Social media” includes blogs, Facebook, Twitter, YouTube and other similar accounts.
2. The city shall identify those employees authorized to use social media on behalf of the city. Only those employees who are authorized shall engage in social media activities on behalf of the city. The city manager⁴ shall maintain a list of authorized social media users.
3. All social media accounts shall be created using a city-issued email address, whenever possible.⁵ This will ensure that:
 - a. Personal and professional communications are separated;
 - b. The city can back up public conversations because the city owns and controls the email address;
 - c. The city can access the site when the employee is out on vacation or otherwise away from the office or leaves employment with the city; and
 - d. The city can determine that the site is legitimately the city’s and not a rogue site generated from a private email address.
4. The city shall notify users and visitors to the social media site that the purpose of the site is to facilitate communication between the city and the public. Each site shall contain the following message:

This site is created by the city of _____. This site is intended to serve as a mechanism for communication between the public and the city of _____ on all topics relevant to city business. The city of _____ reserves the right to remove comments or postings that violate any applicable laws. A list of content that will be removed may be viewed at: *[insert hyperlink to user guidelines⁶]*. Postings to this site are public records of the city of _____ and may be subject to disclosure under the Oregon Public Records Law.

The city of _____ does not endorse nor sponsor any advertising posted by the social media host, that the social media is a private site, or the privacy terms of the site apply. The city of _____ does not guarantee reliability and accuracy of any third-party links.

⁴ Or another designated staff member.

⁵ Some social media sites, such as Facebook, prohibit creation of a government “page” without the use of a personal account. In those instances, the city should provide a process for transition of page management in the event the person holding the primary personal account associated with the page leaves the city.

⁶ Sample social media user guidelines are provided in Appendix A.

5. Where possible, all social media sites will display the city's logo for consistency and authenticity.
6. Social media posts are considered public records if posts are made on an official city account; *or* on a city staff member or official's private account which makes or receives comments on city matters.
7. The city and its employees and officials shall not discriminate against public speech based on content or viewpoint. The city, its staff and its officials may not engage in viewpoint discrimination. All persons who wish to "friend," "follow," "re-tweet," etc. must be allowed to do so.
8. The following content posted by the public may be removed:
 - a. Comments not topically related to the particular article being commented upon;
 - b. Comments in support of or opposition to political campaigns or ballot measures;
 - c. Profane language or content;
 - d. Content that promotes, fosters or perpetuates discrimination upon the basis on race, religion, gender, gender identity, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or other protected status under applicable law;
 - e. Inappropriate sexual content or links to inappropriate sexual content;
 - f. Solicitations of commerce, *e.g.*, ads;
 - g. Conduct or encouragement of illegal activity;
 - h. Private and confidential information;
 - i. Information that may tend to compromise the safety or security of the public or public systems; or
 - j. Content that violates a legal ownership interest of any other party.

These guidelines shall be displayed to all users or made available by hyperlink. Any content removed must be retained, including the time, date and identity of the poster when available.

Records Retention

1. The city must maintain and preserve social media records in compliance with the Oregon Public Records Law. The Public Records Law applies regardless of whether the social media site is hosted by the city or a third party.
2. Those engaged in social media activities must be familiar with the city's records retention schedule. Any posted original content that is not a copy of a preexisting city record must be captured and retained by saving a copy and providing it to the city's records custodian.
3. Social media content shall be retained by composing and retaining message in local software and noting the time and date posted, or by capturing screenshots of the post once it is on the page.⁷
4. Non-Original Social Media Content Maintained Elsewhere
Any posted content that is a copy of a city record that exists in another location does not need to be separately preserved, provided that the original content is being retained in compliance with the appropriate city retention schedule and media preservation requirements. Employees should use social media applications exclusively as a mechanism for providing the public with links or references to content that is maintained as an official city record elsewhere. Links or references posted to social media accounts are considered convenience copies which need to be retained only "as needed" or "until superseded."
5. Original Social Media Content
Any posted original content that constitutes a city record and that is not preserved and retained elsewhere in compliance with the appropriate city retention schedule, must be captured by the city and retained according to the appropriate schedule and preservation requirements. The person who posts the content is responsible for retaining and preserving the record.
 - a. Speeches/Statements/News Releases/Program Activity Records
Content that contains written or photographed accounts of a city event, or summary of such events posted to social media are considered statements and reports for retention purposes and should be retained generally for two years from the time they are "published." If these posts contain policy or historically significant content, they must be retained permanently.
 - b. Correspondence
Incoming messages from the public that arrive via the city's social media account should be treated as correspondence. Messages completely unrelated to the city's activities does not need to be retained. If the message relates to the city's activities or functions, it must be captured and retained per the retention category that most closely corresponds to the content of the message. Staff are advised to respond to

⁷ A city may also utilize third party software that can coordinate multiple social media accounts and capture social medial content automatically for a city.

correspondence via email or other “offline” messaging methods and if possible, communicate directly with the individual and maintain that correspondence.

c. Content Associated with a Specific Function or Activity

Information received from the public in response to social media posts used as a public entry point to solicit specific information—such as conducting a poll or to launch a process or placing an order—should be retained along with other records associated with that function or activity using the appropriate retention schedule.

Any staff member in violation of this social media policy is subject to disciplinary action pursuant to the city’s personnel manual, including but not necessarily limited to termination.

Appendix A – SAMPLE SOCIAL MEDIA USER GUIDELINES

The city of _____ encourages the public to share thoughts as they relate to the topics being discussed on the city's social media sites. The views expressed in visitor comments reflect those of the comment's author and do not necessarily reflect the official positions of the city of _____. Public comments are considered public information and may be subject to monitoring, moderation and disclosure to third parties. Users shall refrain from posting and the city of _____ reserves the discretion to remove:

- a. Comments not topically related to the particular article being commented upon;
- b. Comments in support of or opposition to political campaigns or ballot measures;
- c. Profane language or content;
- d. Content that promotes, fosters, or perpetuates discrimination upon the basis on race, religion, gender, gender identity, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or other protected status under applicable law;
- e. Inappropriate sexual content or links to inappropriate sexual content;
- f. Solicitations of commerce;
- g. Conduct or encouragement of illegal activity;
- h. Private and confidential information;
- i. Information that may tend to compromise the safety or security of the public or public systems; or
- j. Content that violates a legal ownership interest of any other party.

These user guidelines may be subject to modification at any time.

"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 -

August 5, 1919

The Common Council of the City of Waldport met in regular session Tuesday, August 5, 1919.

The minutes of the last meeting read and approved.

The bill of E.L. Sphar for \$10 for month of July, presented. Voted by roll call: Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Bill was allowed.

A correction in the bill of Verna Peterson for work done on streets was presented. Council voted by roll call to allow him \$.90 more. Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Bill was allowed.

The bill of Daisy Overlander for services as Recorder for month of July, \$5.00. Voted by roll call: Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Bill was allowed.

The Council voted to allow Daisy Overlander an additional \$5.00 to pay for increase in work. Voted by roll call: Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Bill was allowed.

Bill of Arsina Evans for \$49.05 for pasturage with 6% interest from this date presented. Voted by roll call that the bill be not allowed. Banta - yes; Vaughn - yes; Ruble - no; Durbin - yes. Bill was not allowed.

Moved by Banta, seconded by Durbin to pass Ordinance pertaining to removing obstructions from streets, to third and final reading. Voted by roll call: Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Ordinance was passed to third reading. The Ordinance was read for third time. Moved by Banta, seconded by Durbin to have the Ordinance pass the Council as read.

Motion made by Banta, seconded by Durbin to refund \$2.50 paid by stand in front of Kent's Hall on the 4th of July, 1919. Warrant made out to George Kellem and Bill Kent. Voted by roll call: Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Motion carried.

Motion made by Durbin, seconded by Vaughn to turn over to the Waldport Church \$5.00 collected by the City from a stand next to the Creamery on July 4th, 1919. Voted by roll call: Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Motion carried.

Mr. Durbin moved to elect G.G. Miles as Recorder to take the place of Daisy Overlander, resigned. Seconded by Banta. Voted by roll call: Banta - yes; Vaughn - yes; Ruble - yes; Durbin - yes. Mr. Miles was declared elected.

Motion made to adjourn.

Daisy Overlander, Recorder

September 2, 1919

The Common Council met in regular session at Kent's Hall. No quorum. Meeting adjourned until Tuesday, Sept. 9, 1919.

Daisy Overlander, Recorder

[Ed. Note: If the Council met on September 9, there is no record of the meeting minutes.]

August 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. with Desmond Fulp, president of the Council, presiding in the absence of Mayor Goodman. Other council members present: C.C. Clay, Harry Dey, H.A. McMillin, E.K. Starr. Absent: E.E. Mills. City officials present: Recorder Kelly, Fire Chief & Marshall Rhoades, City Attorney McCluskey, Engineer Ambler, Treasurer Burns and Water Superintendent Houge.

Minutes of the previous meeting were read and approved.

Councilman McMillin moved, 2nd by Dey that all bills approved by the Finance Committee be approved and warrants be drawn on the Treasurer for respective amounts. Carried.

Councilman Clay moved, 2nd by Dey, that the City buy 12 meters, 5/8 X 3/4 complete with couplings, @\$13.98 each f.o.b. Waldport as quoted by Neptune Meter Company, in their letter of July 27. Carried.

Engineer Ambler and A.P. Johnson, President of Waldport Chamber of Commerce, Inc. addressed the Council re the advisability of the City Council participating in the meeting to be held August 15 when the U.S. Army Engineers will come to Waldport to hold a public hearing re survey of Alsea Bay. Upon the motion of Councilman Clay, 2nd by Dey, City Attorney McCluskey was authorized to act on behalf of the Common Council and asked to attend the preliminary meeting on the 10th as well as that of the 15th.

Upon the motion of Councilman Dey, 2nd by McMillin, the Council authorized the purchase of 100 ft 2 1/4 inch double jacket treated Goodrich fire hose at 75¢ per foot delivered, as per quotations in Howard Cooper Corp. letter to Fire Chief Rhoades, under date of July 15.

Councilman Clay moved, 2nd by McMillin that table in Council Chambers be sanded and varnished prior to August 15th. Carried.

Engineer Ambler reported re meeting with Mr. Kneeland, representative of War Department, and discussion re sale of the new galvanized 3" pipe installed by the army to furnish water to the cantonment, and he stated it would be necessary to get authorization from the Secretary of War in order to have a private sale whereby there was the possibility of the City buying this pipe at about half price.

Engineer Ambler also reported that an order for 500 ft. 5-inch transite pipe had been placed with Johns-Manville at \$.984 per foot and the delivery was expected in a week or ten days.

Mr. Greenbo addressed the council re the advisability of using grader to improve road to his property and the council authorized this being done on the understanding that it was a public road.

Messrs Combs and Schissler told of their desire and others to have use of City water and Mr. Houge stated he had made application to Highway Commission to run pipe under the highway in order to make possibly supplying the water.

Councilman Starr moved, 2nd by McMillin, Ordinance #172 be passed to 1st reading. Carried. Councilman Starr moved, 2nd by McMillin, Ordinance #172 be passed 2nd reading by title only. Carried. Councilman Starr moved, 2nd by Dey, Ordinance #172 be passed to 3rd and final reading by title only. Carried. Yeas: C.C. Clay, Harry Dey, H.A. McMillin, E.K. Starr. Nays: None.

Starr moved, 2nd by McMillin, council adjourn to next regular meeting Thursday, September 7, 1944 at 8 P.M. Carried.

H.L. Kelly, Recorder

D. Fulp, Acting Mayor

September 7, 1944

The regular monthly meeting of the Common Council of the City of Waldport was held in the Council Chambers of the said City at 8 P.M. of the above date with Desmond Fulp, President of the Council, presiding in the absence of Mayor Goodman. Other council members present: C.C. Clay, Harry Dey, H.A. McMillin, E.E. Mills. Absent: E.K. Starr. City officers present: Recorder Kelly, Treasurer Burns, Marshall and Fire Chief Rhoades, City Attorney McCluskey, Engineer Ambler and Water Superintendent Houge.

Minutes of the previous meeting were read and approved.

Councilor Clay appointed to Finance Committee. It was moved by Councilman McMillin, 2nd by Dey, that the bills approved by the Finance Committee be allowed and warrants be drawn on the Treasurer for the respective amounts. Carried.

Councilman Clay moved, 2nd by Dey, that the War Department be paid \$707.00 for 2310 ft. of 3" and 70 ft of 2" pipe when bill for same has been received.

A communication was received from the Chamber of Commerce, Inc., recommending that the Council make a thorough investigation of conditions preparatory to installing a sewage disposal plant as one of the City's most important post-war projects. Mayor Fulp appointed Councilmen Clay and Dey as a committee to study conditions and advise the council in this matter.

Councilman Clay moved, 2nd by McMillin that the Recorder make a list of all who are served by the City garbage collector and that he make collections for this service the same as for water. Carried.

Mr. Atwood addressed the council re the appointment of a committee to make collection for money pledged for purchase of the sawmill site, but the City Attorney advised this did not come within the province of the council.

Professor Simmons reported that his property was flooded during heavy rains due to poor drainage system and the City Engineer was asked to investigate and report what should be done re this matter.

Professor Simmons also advised re a commission now studying conditions to determine the proper sewage disposal plants for different cities in the Valley and that later on they would come to the coast, and he recommended the City wait and benefit by the findings of this commission before installing a plant here.

Councilman McMillin moved, 2nd by Clay, that the City make final payment of \$318.00, including interest, to the Southern Pacific Land Co. to complete purchase of the railroad right-of-way. Carried.

Councilman McMillin moved, 2nd by Dey, that all that part of the old railroad right-of-way not required for city purposes be offered for sale as soon as the necessary arrangements may be made therefor; that the City Engineer prepare a map of said right-of-way and the various tracts included therein; and that Frank Atwood and Axel Johnson be appointed appraisers to appraise said property and place a minimum sale price on the various tracts. Motion carried.

Upon the motion of Councilman Clay, 2nd by McMillin the council adjourned to the next regular meeting night, Thursday, October 5, 1944.

H.L. Kelly, City Recorder

Leo Goodman, Mayor

August 7, 1969

Roll call: Mayor Joe Bird; Councilmen Boydston, Seaman, Grier, Pankey, Sulsar, McMillin; Supt. Halverson, Asst. Supt. Becker, Attorney Hollen, Engineer Cullen, Police Chief Mitchell, Recorder Blackman.

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

Motion by Councilman Seaman, seconded by Councilman Sulsar, accepting the reports of the Supt., Asst. Supt., and the Chief of Police. Motion carried.

Mr. Ray Siegenthaler was present to introduce his staff to the Mayor and Council. He stated that the Liberty Television, Inc. had bought the Yachats Television System, Inc. Mr. Siegenthaler stated his plans to modernize the system with a change in amplifier and other improvements. Councilman Seaman asked what the prospects were for an educational TV channel in the area and was informed that they were checking to see if they could get a signal.

Ballots of the Road District #3 election were counted: For the levy - 77; Against the levy - 44; Total votes - 121. Levy of \$10,000.00 was adopted.

Motion by Councilman Pankey, seconded by Councilman Seaman, placing on file the petition for the recall of Mayor Bird and Councilman Grier in the Recorder's office. Motion carried.

Motion by Councilman Sulsar, seconded by Councilman Grier not to furnish water to the Lincoln County School District for the play area between the Grade School and the High School. Motion carried. Councilman Pankey explained that an order of priority had been set up in case a water shortage appeared likely.

A request for a water line to be installed across from the Shell Oil Plant was referred to the Water Committee.

Mr. Jack Postle was present, asking for a 50 ft. easement on the south side of the reservoir. This was referred to the Street Committee and the City Engineer. They were to consult with Attorney Hollen.

Councilman Seaman gave a report on the upgrading of the sewer treatment facilities. The proposed schedule would be: August, 1969 - Begin engineering design. November, 1969 - Hold election for bonding. Apply for Government assistance. April, 1970 - Complete engineering design. June, 1970 - Receive notification of federal assistance. Announce for bids on bond issue. July, 1970 - Accept bids on bond issue. Begin construction of sewer facilities. October, 1971 - Complete construction of sewer facilities. Motion by Councilman Seaman, seconded by Councilman Grier to accept this schedule. Motion carried. This will be sent to the State Sanitary Authority, as is necessary for our Waste Discharge permit. Motion by Councilman Seaman, seconded by Councilman Grier to employ Mr. Meyers to update the sewer plans. Motion carried.

Employees retirement fund was referred back to the Finance Committee. Auditor Brayton and Attorney Hollen were to be consulted on the difficulties involved.

Motion by Councilman Boydston, seconded by Councilman Seaman, transferring \$480.00 from Auditor Brayton's retainer to the Clerks Fund to pay Mrs. Pearl Lee. Motion carried.

Motion by Councilman Seaman, seconded by Councilman Grier to install carpeting in the hallway of the City Hall and the Recorder's office. The cost of this to be \$320.00. Motion carried.

Motion by Councilman Boydston, seconded by Councilman Seaman to donate \$25.00 to be the gift to be given for Mr. John Wells. Motion carried.

Regular bills were audited by the Finance Committee. Motion by Councilman Pankey, seconded by Councilman Boydston that the bills be paid. Motion carried.

Meeting adjourned by Mayor Bird. 9:50 p.m.

Recorder Viola Blackman

Mayor Bird

September 11, 1969

Roll Call: Mayor Bird; Councilmen Boydston, Seaman, Grier, Pankey, McMillin, Sulsar; Superintendent Halversen, Assistant Superintendent Becker, Attorney Hollen, Engineer Cullen, Police Chief Mitchell, Recorder Blackman.

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

Motion by Councilman Grier, seconded by Councilman Sulsar, accepting the reports of the

Superintendent, Assistant Superintendent, and the Chief of Police. Motion carried.

Finance Committee report on the retirement fund. Attorney Hollen stated this money should be turned over to the General Fund of the City, since the City had not taken any legal action at the time this money was set aside by ordinance, resolution or stated in the minutes. This was then referred back to the Finance Committee to report at the October meeting.

Motion by Councilman Pankey, seconded by Councilman Grier to install a new water line across from the Shell Oil Plant. Motion carried.

Street Committee reported two oil lifts had been placed on Crestview Drive and Norwood Heights road, leaving Waldport Heights to be finished September 12. Councilman McMillin asked the Council to consider buying a Tar Pot for the City to use to repair the streets.

Motion by Councilman Grier, seconded by Councilman Pankey to ask the State Highway Department to install a signal light at the intersection of Highway 101 and 34. Motion carried.

Motion by Councilman Pankey, seconded by Councilman McMillin, setting Monday September 29, 1969 from 2 to 8 p.m. for the Recall Election of Mayor Bird & Councilman Grier. Motion carried.

Councilman Sulsar was instructed to check the City ordinances on the keeping and housing of rabbits within the City limits.

Regular bills were audited by the Finance Committee. Motion by Councilman McMillin, seconded by Councilman Boydston that the bills be paid. Motion carried.

Meeting adjourned by Mayor Bird. 9:55 p.m.

Recorder Viola Blackman

Mayor Joe Bird

August 11, 1994

Roll Call: Mayor Fred O. Boehme; Council President Pat Tryon (absent); Councilors John Atkinson, Jan Hansen, George Russell, Matt Pompel, Ken Train (absent).

Minutes: Councilor Russell moved for the approval of the July 14 and the July 28 City Council minutes. Councilor Hansen seconded and the motion carried 4-0, 2 absent.

Financial Report: City Manager Bauer announced that 95% of the July 1, 1993 - June 30, 1994 fiscal year financial reconstruction has been completed and will be finished while the auditors are here next week. A completed financial statement is anticipated to be presented to the Finance and Administration Committee at their August meeting. Ms. Bauer announced that the new utility billing system should be on-line and in use for the September billings. With the completion of the financial work, the City will be able to begin construction of the new City Hall in late August and be moving in by late October, Ms. Bauer stated.

Staff Reports: Ms. Bauer thanked the Council for cancelling the Finance and Administration Committee and Infrastructure Planning Committee meetings for August, noting that the extra time afforded enabled her to dedicate needed time to the financial work.

It was announced that the Planning Commission will be holding a special workshop meeting on August 25th.

Ms. Bauer informed the City Council that she has spoken with Fred Wright of the Lincoln County School District Facilities Department in response to George Waggoner's request that lights be left on at the outdoor basketball court in the evenings. Mr. Wright stated that if the lights were left on at the request of the City, the City would be responsible for any vandalism which may occur during that time.

No bids have been received for the sale of two surplus Police vehicles.

Input from the citizenry will be sought for the August Finance and Administration Committee meeting for the request from MADD regarding a vehicle forfeiture ordinance.

Difficulty is still being experienced at the new wastewater treatment facility. The City is

demanding that a full design capacity test be successfully completed at 12:35 a.m. on August 21st. There will be an 8.6 foot high tide at that time.

Ms. Bauer noted that many changes are taking place at the water treatment plant.

A report was given on the request for a 64-lot subdivision in the Norwood Heights area that came before the Planning Commission. The developer stated that he would be willing to contribute to the realignment of Norwood Drive and to improvements at the intersection of Norwood Drive, Starr Street and Highway 101. A proposal for improvements to the intersection from the developer, Buzz Schulte, and his engineer, Jon Svennungsen, will be brought before the Infrastructure Planning Committee in August.

Ms. Bauer reminded the City Council that her performance evaluation will be due in late September. Citizens' input regarding the standards and criteria on which Ms. Bauer will be judged is being sought.

City Manager Bauer thanked the citizens for their efforts to conserve water.

Mayor Boehme questioned Ms. Bauer about the wastewater treatment facility, asking if the effluent line was the only area of concern. Public Works Director Kurt Riemer addressed the question and stated that testing with the rest of the plant is ready to go. Councilor Atkinson questioned Mr. Riemer regarding the test scheduled for the 21st. Mr. Riemer informed the Council that the plant would decant into the effluent line to simulate peak demand on the plant. He also advised that a weir system has been proposed to replace the baffles at the beginning of the effluent line. Additional questions regarding the weir system were addressed.

Mr. Riemer reported on the repair of the Eckman Creek pump and maintenance done at that station.

City Attorney Dave Gordon had nothing to report.

Citizen Concerns & Comments: Mr. Dan Sagaitis of 1060 Ball Blvd. addressed the City Council with concerns he has regarding the performance evaluation of City Manager Margaret Bauer. A verbatim transcript of Mr. Sagaitis' concerns is attached [reproduced at the end of these minutes].

Mr. Richard Day of 420 Pacific View Drive expressed concerns he has regarding an R-2 Residential zoning matter. Mr. Day alleged that his neighbor, Ms. Glenna Parker, has been continually operating a religious facility and Bed and Breakfast establishment prior to 1991. Mr. Day asked what actions would be taken to enforce the R-2 standards. Mayor Boehme assured Mr. Day that this matter would be forwarded to the appropriate committee and investigated.

Mr. Dale Haslett, owner/operator of Alesia River Cable TV, questioned the necessity of using treated drinking water to test the new wastewater facility. City Manager Bauer informed Mr. Haslett that she had asked the same question and was told that using water from the bay could potentially damage the plant.

Correspondence: A letter to KCM Engineers from Public Works Director Kurt Riemer regarding the wastewater treatment plant was entered into the record.

A letter from Mr. Thomas Pankey regarding the Alesia Bay 5K Bridge Run was entered into the record.

Old Business: Consideration of appointment of a member of the citizenry to the Waldport Library Building Planning Committee (LBPC) was discussed by the City Council. Councilor Hansen will serve as the City Council representative to the LBPC and Mr. Ivan Snyder as Library Board representative. Councilor Pompel moved that Mr. Gene Moore be appointed to serve as the citizenry representative. Councilor Atkinson seconded and the motion carried 4-0, 2 absent.

New Business: Mayor Boehme informed the City Council that Fire Chief Gary Pankey's request to make a presentation regarding formation of a larger rural fire district had been withdrawn. Mr. Pankey asked that he be allowed to meet with the City Council in a work session to discuss this request.

Public Hearing: None.
Mid-Management Written Staff Reports: Written staff reports were received from the Public Works Director, the Police Chief and the Library Director.
Meeting Adjourned

The following is a verbatim transcription of statements made by Mr. Dan Sagaitis of 1060 Ball Blvd during the Citizens' Concerns and Comments portion of the August 11, 1994 Waldport City Council meeting.

"My name is Dan Sagaitis, 1060 Ball Blvd., and I'd like to make some citizens comments regarding the six month performance review of the City Manager.

"The present salary for the City Manager is \$3,250.00 a month, \$39,000.00 a year. She received 22 days paid leave upon employment; the day that she started, not the usual after the first year of employment. Six months notice of termination. If termination without notice, six months salary and benefits.

"At the City Council meeting April 14th, she was not prepared to give the City Council the City financial report. I don't believe she's given a city financial report and it sounds like its going to happen in September.

"She said she hired Kurt Riemer, a utility worker from Veneta, as a public works superintendent without giving Waldport Public Works utility worker for the past 7 years, John Alfano, an opportunity to fill the superintendent's position. The result, John Alfano resigned which is 8 years of Waldport utility experience lost, and John's ability to repair, maintain, fabricate parts for equipment and the operation of City facilities, saving many taxpayer dollars.

"Kurt is another government bureaucrat requesting two utility workers, two additional pick-ups, hiring the street repair from Lee Paving, the mowing along the street from Smallwood's, the pump repair sent to Paco in Portland - he's just another tax payer's delight.

"She indicated she would resolve the conflict with the Youth Center Director and the City Chief of Police. The City Manager was designated immediate supervisor of director Jess Friesen until April 29th. The result, Jessa Friesen is one of the plaintiffs in a \$1.7 million dollar law suit against the City and the chief. Some resolution.

"Next she told the City Council it would be wise if the public were given a chance to comment on the Crestline Drive park project in the form of a public hearing. As of today, August 11th, no public hearing is scheduled, no work has been done or is planned on Crestline Drive park. As budget officer, she budgeted the ridiculously low amount of \$850.00 for park development.

"Next, her number one priority was to obtain an audit approval of the City's financial records for the 92-93 fiscal year. Her resume indicates she was a state certified public auditor yet it has taken her from March 22nd to June 20th, three months, and an auditor's bill fo \$10,639.00 to get an audit report approval. That's...."

Mayor Boehme informed Mr. Sagaitis that he had one minute left of his allotted three minutes.

"That's a long time and a very high cost to audit a city, with only 10 employees, financial records for the 92-93 fiscal year.

"After the April 22nd meeting about the Waldport police, she conducted her own investigation of the complaints and concluded an independent investigator should be hired. The City Council authorized the action on May 6th. The City Manager hired Robert Franz to investigate the complaints against Chief Johnson. But Franz also works for the Northland Insurance Co., Waldport's liability insurance company. That is not a good choice for an independent investigator.

"Franz' report found the complaints unsubstantiated. The City's Manager's inability to make the decision and require an investigator cost the Waldport tax payers \$6,000.00 for an investigation, \$6,092.31 salary of the Chief's nine week administrative leave with pay plus all of his

fringe benefits. Well, that's over \$12,000.00. Why..."

The Mayor reminded Mr. Sagaitis that his three minute time limit had expired. Mr. Sagaitis requested that he be allowed the opportunity to finish this portion of his written statement and indicated he would return to the September City Council meeting to conclude his letter. Mayor Boehme granted the request.

"Why? Because she could not make a decision about the complaints. The City Manager stated in the June 17th (issue of the Newport News) Times, a decision about the Chief would be made on the 20th of June. The 29th of June Times quoted her as saying "...I may never release.." either her decision about the Chief of Police or the investigation she ordered to look into the complaints about him. After costing the Waldport City tax payers over \$12,000, she still did not make the decision, the Chief's attorney, Jeff Boiler, issued the press release of unsubstantiated complaints, no disciplinary action has been or will be taken as a result of the citizens complaints.

"That stops that section, I'll pick up at page four next time."

September 8, 1994

Roll Call: Mayor Fred O. Boehme; Council President Pat Tryon; Councilors John Atkinson, Jan Hansen, George Russell, Matt Pompel (absent), Ken Train; City Manager Margaret Bauer, City Attorney Dave Gordon.

Minutes: Councilor Russell moved for the approval of the City Council minutes for August 11th, 1994. Councilor Hansen seconded and the motion carried. Councilor Russell questioned a statement in the minutes regarding John Boyer's request for a vacation of a portion of Starr Street, then moved for the approval of the August 23, 1994 Infrastructure Planning minutes. Councilor Tryon moved for the approval of the August 30, 1994 Finance and Administration Committee minutes. Councilor Train seconded and the motion carried.

Councilor Hansen reported on the Library Building Planning Committee. The first meeting has been held, a tour of the Florence and Philomath libraries is scheduled and the next LBPC meeting will be at 11:00 a.m. on September 19th.

Financial Report: City Manager Bauer reported that the financial statements presented to the City Council have not been checked by the auditors but no major changes are expected and the financial work is completed.

Staff Reports: City Manager Bauer had no report to give at this meeting. Ms. Bauer requested that the City Council discontinue the Friday afternoon press conferences. Councilor Atkinson moved that the Friday afternoon press conferences be discontinued. Councilor Train seconded and the motion carried.

City Attorney Gordon had no report.

Citizens Concerns & Comments: Mr. Dan Sagaitis of 1060 Ball Blvd commented on City Manager Bauer's six month performance review which was a continuation of his August 11th statement.

George Waggoner of Bayview Mobile Home Park on Mill Street requested that the City Council consider donating the old City Hall building to Youth Services when it is vacated.

Susan Swander of 960 Commercial Street read a letter to the City Council requesting that the City consider paying for the legal expenses incurred by Police Chief Johnson that relate to tort claim allegations.

John Clark of 1545 Washington Street expressed his support of the City Manager and requested that the City Council allow her time to comment on Mr. Sagaitis' statements.

George Waggoner of Bayview Mobile Home Park on Mill Street concurred with Mr. Clark and requested that Ms. Bauer be given the opportunity to rebut Mr. Sagaitis' comments.

Mayor Boehme offered Ms. Bauer the opportunity to comment. Ms. Bauer stated that Mr. Sagaitis was misinformed with regards to his statement concerning the accuracy of notices of tax

levies to Lincoln County.

Correspondence: A letter from Mr. Steve Tunturi of Yaquina John Point was received regarding concerns he has with an alleged seepage problem at Yaquina John Point and questioning the status of the City of Waldport's pump at the lift station. Ms. Bauer responded that there is no seepage problem related to the City's pumps. There was discussion of enforcement actions to be taken on properties which are not currently connected to the sewer system.

Five letters in support of Ms. Glenna Parker regarding a concern brought to the City Council in August by Mr. Richard Day were entered into the record.

Ms. Bauer noted that one additional letter was received after the packet deadline in support of Ms. Glenna Parker. Ms. Bauer went on to note that Mr. Richard Day of 420 Pacific View Drive would like to speak to the City Council.

Mr. Day requested a ruling from the City regarding his complaint about his neighbor, Ms. Glenna Parker. Discussion of Mr. Day's complaint ensued. The City Attorney explained that the City Planner has the authority to investigate the complaint and issue a citation if it is deemed necessary. Ms. Bauer stated that the City Planner has determined that there is not enough evidence to warrant a citation.

New Business: Consider approval of City Manager performance evaluation as recommended for approval by the Finance and Administration Committee. Councilor Russell moved for the approval of the City Manager performance evaluation form. Councilor Train seconded and the motion carried.

Consider the design of the intersection of Norwood Drive, Starr Street and Highway 101. Ms. Bauer read a letter from developer Buzz Schulte into the record. She went on to explain the location of the development and that the Planning Commission tabled a decision on the Norwood Heights development until such time as the City Council has made a determination as to what will be done with the Norwood Drive, Starr Street and Highway 101 intersection. There was discussion of the planned design of the intersection and the financial outlay which would be required from the City to complete this project. Discussion of the plan ensued. It was the consensus of the City Council to instruct staff to research the ownership of the triangular section of property at this intersection. Councilor Train moved that the conceptual design of the intersection be accepted. Councilor Russell seconded and the motion carried.

Consider acknowledgment of the DEQ open burning regulations. Councilor Russell moved that the City of Waldport enforce the DEQ open burning regulations and Councilor Train seconded there was discussion of this issue by the City Council. Councilor Atkinson moved to table discussion of this matter until the November City Council meeting. Councilor Tryon seconded and motion failed 2-3. Councilor Atkinson stated that he would like to spend some additional time reading and researching the materials provided regarding the DEQ open burning regulations. Discussion ensued. The original motion passed 3-2 with Councilors Atkinson and Tryon voting no.

Councilor Train commented on concerns raised at the Infrastructure Planning Committee meeting. These concerns included the standing water problem at the corner of John Street and Highway 34. Ms. Bauer deferred to the Public Works Superintendent for a response to this matter. Mr. Riemer reported that he had been working closely with ODOT and Larry Lee's Paving to correct this problem. It was reported that paving would be a more financially viable way to eliminate the standing water problem. Discussion ensued.

Ms. Edna Comstock addressed the City Council with regards to the standing water problem, suggesting that a trench be dug to divert the standing water to the catch basin. Mayor Boehme stated that ODOT has been approached with this suggestion and declined to act on it, stating that a paving overlay would be more successful.

Councilor Train went on to relate concerns expressed by the Infrastructure Planning Committee regarding Range Drive and requested an update. Ms. Bauer reported that a Title

Company Plant Report had been received and shared with Mr. Russell Dahl. Range Drive had been originally constructed as a private road and was then deeded to the public in general and not one specific jurisdiction, nor was it recorded as being deeded to either the City or the County. Furthermore, at the time the road was deeded to the public, the City limits were not contiguous to that section of Range Drive. Discussion ensued.

Consider recommendation to the Oregon Liquor Control Commission regarding the Sand Castle liquor license application. A letter from the Waldport City Police Chief was also included with the liquor license request. Ms. Bauer reported to the City Council that the OLCC requests cities to make recommendation only as to approval or denial of the liquor licenses. Mrs. Barbara Williams, owner of the Sand Castle Restaurant located at 3638 SW Highway 101 and the applicant, addressed the City Council stating that she was very upset with the recommendation to deny their request for license approval from Chief Johnson. Ms. Bauer expressed her concurrence with the Police Chief's recommendation to deny the request. Councilor Russell moved that the City Council recommend that the OLCC deny the Sand Castle's request and Councilor Hansen seconded. Discussion ensued. Ms. Sandy Recko, employee of the Sand Castle, rebutted comments made by the City Council. Councilor Train moved to amend the motion to state that denial is based upon OLCC violation history, a copy of such is attached. Councilor Russell seconded and the motion carried unanimously. The main motion as amended was also carried unanimously with Councilor Atkinson abstaining.

Disposition of the two police vehicles was discussed by the Council. The Finance and Administration Committee recommended that the City Council reject all bids and the two surplus vehicles be transferred to the Public Works Department. Public Works Director Kurt Riemer expressed his reasons for the request. Councilor Atkinson moved for the rejection of all bids and the approval of the Public Works Director's request to transfer the two surplus police vehicles to the Public Works Department. Councilor Tryon seconded the motion. Discussion ensued. It was noted by Councilor Tryon that the surplus police vehicles would be available to all City staff for classes or meetings and would alleviate gas reimbursement to employees. The motion carried unanimously.

Consider authorizing City Manager to use land use expertise for current development matters. City Manager Bauer requested that this matter be tabled as she and City Attorney Dave Gordon have differing perspectives on the issue. There was no objection to tabling this matter.

Consider approval of the Vandehey's request for annexation. There was discussion of the location of the property. Discussion of the process for annexation ensued. It was the consensus of the City Council that the request for annexation be brought back to the City Council once the process was clarified.

After discussion, the City Council set Tuesday, September 27th at 7:30 p.m. as the date and time for the executive session to review the City Manager's performance evaluation and come to a consensus. Mayor Boehme opened the floor to citizens comments regarding the standard and criteria against which the City Manager's performance would be judged. No comments were received.

There was discussion of setting an Urban Renewal meeting. The date for this meeting was set for Thursday, October 27th at 7:30 p.m. at the Waldport Fire Hall meeting room.

Ordinances/Resolutions/Proclamations: Mayor Boehme presented a proclamation establishing POW/MIA Recognition Day. The Mayor signed the proclamation, thereby enacting it.

Consideration of an Ordinance forfeiting vehicles of DUII third offenders. Discussion of administration of the ordinance ensued. It was the consensus of the Finance and Administration Committee to instruct staff to contact the Lincoln County Counsel with regards to this matter.

Mayor Boehme presented information supplied to him by the Lincoln County Chapter of MADD. This was an information item only and required no action by the City Council.

Mid-Management Staff Reports: Public Works Superintendent Kurt Riemer presented a video of the North and South Wiest Creek dams and the Eckman Creek pump station so the City Council could see the silt problem that the water treatment plant operator combats to make potable water for the City. Mr. Riemer explained that there have been some procedural changes at the water treatment plant.

Meeting Adjourned

Recorder's WORLD

Planning was well underway for the Waldport 63rd annual Beachcomber Days celebration, when the phone call came in....a representative from BMI, asking if there was a license to cover the featured band. The gist of the conversation was that if the committee did not obtain a music license, they could be taken to court and assessed thousands of dollars in fines. This was the final straw for the already beleaguered volunteer president of the non-profit organization, and the announcement went out....

Beachcomber Days was canceled!

Music licensing? That was a new one for me - and after more than 24 years of working for the City of Waldport, I thought I'd heard it all. Turning to my trusty computer, I began to research the issue. There has to be ways of covering events that does not involve each group having to get a license...hmmm....let's try "blanket license"...wait....better yet, let's add "municipal" - yes! There it is!

This proved to be an education. It turns out that there are basically three major "PROs" (Performance Rights Organizations) that represent songwriters, publishers, and performers in the US - BMI, ASCAP, and SESAC. Most of the live and recorded music we encounter every day is represented by one of these three organizations. The goal of the PROs is to ensure that the copyright owners are compensated for the use of their music.

I knew bars, restaurants, radio stations, and live music venues needed to have some sort of licensing, but this was the first time I realized that Waldport, as a city, also needed coverage - for public events in public places. There's the Wednesday Market, where musicians often perform, special guests engaged by the Library to entertain patrons of all ages, weekly music "jams" at the Community Center, several seasonal festivals, the occasional street-corner buskers...and the list goes on.

It turns out that the actual process was far easier than I had anticipated. I'd heard horror stories about how you had to list each performance, the number of people attending, the specific pieces of music played....a veritable nightmare of paperwork. However, though you may have to do this for some venues, it turns out that they've simplified things considerably for our type of situation.

After speaking with three representatives from the above noted PROs, I filled out three applications on line, printed them, and shipped them off with checks. The cost for an annual license for a city our size was \$358 for BMI, \$357 for ASCAP, and \$438 for SESAC - a total of \$1153. The license fees are based on population, and there may be additional fees for specific performances that gross over a certain dollar amount, but the bottom line is that it's pretty affordable insurance.

Well, the 63rd Beachcomber Days festival was held last month and, by all accounts, was very successful!

In a fit of appreciative enthusiasm, the Beachcomber's Committee selected yours truly to be the Grand Marshal, so (somewhat reluctantly) I occupied the place of honor at the front of the parade. The weather was gorgeous, people were everywhere, and strains of music wafted on the breeze. Plans are already underway for the 64th celebration, and at least next year there should be one less hurdle to overcome.

If you wish to look into this for your own municipality the website addresses for the POPs are as follows: BMI - www.bmi.com; ASCAP - www.ascap.com; and SESAC - www.sesac.com.

*— Reda Eckerman
Waldport City Recorder*