

**WALDPOR CITY COUNCIL
SEPTEMBER 13, 2018
MEETING NOTICE AND AGENDA**

The Waldport City Council will meet at 2:00 p.m. on Thursday, September 13, 2018 in the City Council Meeting Room, 125 Alsea Highway to take up the following agenda:

1. CALL TO ORDER & ROLL CALL
2. MINUTES: *August 7 & August 9, 2018*
3. PUBLIC COMMENTS/PRESENTATIONS
4. CORRESPONDENCE:
 - A. *Dahl Disposal - Service Option Proposal*
 - B. *Oregon Mayor's Association - Student Contest Information*
 - C. *American Civil Liberties Union - Request for Ordinance Modification*
5. DISCUSSION/ACTION ITEMS
 - A) *Proclamations:*
 - 1) *National Recovery Month*
 - 2) *Cruzin' For Crab Festival*
 - 3) *Home Inventory Week*
 - B) *Resolutions*
 - 1) *Resolution Amending Resolution No. 1143, Section 1(G) - Bulk Water Sales*
 - 2) *Resolution Accepting Transfer of Property From Lincoln County School District to City of Waldport*
 - C) *Engineering Contract with Westech Engineering, Inc.*
 - D) *Wastewater Projects and DEQ Financing Opportunity*
 - E) *Bee City USA Application*
 - F) *Other Issues*
6. COUNCIL COMMENTS AND CONCERNS
7. STAFF REPORTS
8. GOOD OF THE ORDER
9. 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 7th day of September, 2018 - Reda Q. Eckerman, City Recorder

**WALDPORT CITY COUNCIL
AUGUST 7, 2018
MEETING MINUTES**

1. CALL TO ORDER AND ROLL CALL: Mayor Woodruff called the meeting to order at 6:00 p.m. Mayor Woodruff and Councilors Dunn, Dennis, Cutter and Holland answered the roll. Councilor Yorks was excused. A quorum was present.

2. CITIZEN COMMENTS & PRESENTATIONS: Cyndi Karp addressed the Council regarding concerns about sight distance on street corners due to vegetation, and algal blooms in the Alsea River and Eckman Slough, and suggested the Council consider joining neighboring communities in becoming a "Bee City". She also spoke about the local pollinator group, which is comprised of volunteers who remove invasive species along the local roadsides. They have a monthly meeting on the first Saturday of the month at Umpqua Bank at 11:00 a.m. and she invited anyone interested in the program to attend. Hollis Lundeen asked about the budgetary allocation for consulting services cited in the June 14, 2018 Urban Renewal minutes, and it was clarified that the amount was \$20,000, not \$200,000.

3. COUNCIL COMMENTS AND CONCERNS: Councilor Dennis noted that the entrance to City Hall has shrubbery which should be cut back to maintain sight distance. He also asked about an update on the brew pub, and Mr. Kemp responded that his understanding was the project was proceeding, though there had been some unforeseen delays. Mayor Woodruff asked about the status of the planters along Highway 101, as the one in front of Vickie's Big Wheel appeared to be empty. Staff will talk to the landscapers about both the shrubbery at City Hall and the planters.

4. GOOD OF THE ORDER: Nothing further.

5. ADJOURNMENT: At 6:35 p.m., there being no further business to come before the Council, the meeting was adjourned to take up the agenda for the Urban Renewal Agency.

Respectfully submitted,

Reda Q Eckerman, City Recorder

APPROVED by the Waldport City Council this ____ day of _____, 2018.

SIGNED by the Mayor this ____ day of _____, 2018.

Susan Woodruff, Mayor

**WALDPOR CITY COUNCIL
AUGUST 9, 2018
MEETING MINUTES**

1. CALL TO ORDER AND ROLL CALL: Mayor Woodruff called the meeting to order at 2:05 p.m. Mayor Woodruff and Councilors Dunn, Dennis, Cutter and Holland answered the roll. Councilor Yorks was excused. A quorum was present.

2. MINUTES: Staff noted distribution of the July 12, 2018 Council minutes, which had been inadvertently omitted from the Council packet. The Council considered the minutes from the July 10th and July 12th meetings. Councilor Holland **moved** to accept the minutes as presented. Councilor Dennis **seconded**, and the motion **carried** unanimously.

3. PUBLIC COMMENTS AND PRESENTATIONS: Signe Miller and Jody Perrera, representing Oregon Family Network, gave an overview of the work of their non-profit, whose mission is to support families with mental, physical and behavioral challenges.

Misty Lambrecht from the Oregon Coast Community College Small Business Management Program provided an overview of the training and resources available through the program. Currently the morning and afternoon classes are in Lincoln City and Newport, but if there was enough interest it may be possible to offer classes at the Waldport campus. Partial scholarships are available through the College, as well as the Siletz Tribe and the Economic Development Alliance. Lincoln City has been utilizing some Urban Renewal funding to help qualifying businesses offset the costs, and she suggested the City consider a similar program. Following a brief discussion, **consensus** of the Council was to schedule an Urban Renewal Agency meeting on Tuesday, August 14 at 6:00 p.m. to further discuss this idea.

Vincent Tingle 195 Maple, noted that residents along his street were having problems with through traffic, and asked that the Council consider lowering the speed limit from 25 mph to 15 mph. Public Works Director Andry will assess the situation and report back to the Council.

Cyndi Karp noted that Crestline Drive was a tsunami escape route, and may be eligible for FEMA funding to address the road conditions near the old High School site. She also noted that the mailboxes on the west side of Crestline Drive don't meet postal code and should be relocated, and that the width of Crestline Drive varied along its length.

4. DISCUSSION/ACTION ITEMS:

A proclamation for South Lincoln County Resources' 35th anniversary celebration was distributed to the Council. Peter Colley addressed the Council regarding the activities of the organization and the celebration that was being planned. Mayor Woodruff read the proclamation into the record.

A. Transient Lodging Tax - Consideration of Revised Code Language: City Manager Kemp noted that the Council had reviewed the proposed revisions at the July 12th meeting, and a clean copy which included the revisions had been provided. A brief discussion ensued. A clarification was made to the definition of "Lodging Facility" in Section 3.04.010, to revise the last portion of the sentence to read "...provided such occupancy is for less than *or equal to* a thirty (30) day period." Following discussion of a potential tax increase

from 7% to 10% and the uses to which those monies might be directed, Councilor Holland **moved** to increase the transient lodging tax to 10%. Councilor Cutter **seconded**, and the motion **carried** unanimously. **Consensus** of the Council was to put the ordinance as revised on the agenda for the September 11, 2018 Council meeting for further discussion. Staff will research to determine if the tax rate can be set by resolution rather than included in the ordinance. Draft rules for transient rental operation will also be provided for review.

B. Resolutions:

1. Resolution Amending Budget for FY 2018/2019: Following a brief discussion, Councilor Holland **moved** to approve Resolution 1238. Councilor Cutter **seconded**, and the motion **carried** unanimously.

2. Resolution Identifying Streets to Be Improved by State of Oregon Special City Allotment Monies: City Manager Kemp explained that the proposed section of sidewalk along Crestline Drive is intended to connect with the Safer Routes to Schools-funded portion, and noted it may be possible to utilize the funds for the match requirement of that grant. Following a brief discussion, Councilor Holland **moved** to approve Resolution 1239. Councilor Holland **seconded**, and the motion **carried** unanimously.

C. Other Issues: It was noted that there was still a vacancy on the Library Board. A letter of interest from George Sisikin had been distributed at the meeting. Councilor Holland **moved** to appoint Mr. Sisikin to the Board. Councilor Dunn **seconded**, and the motion **carried** unanimously.

City Manager Kemp noted distribution of a request from Dahl to consider adding an every other week garbage service, and to include a monthly service option for 95-gallon carts. Councilor Cutter asked whether the rates on some of the additional services offered would be included in the reduction in the number of pickups. Following a brief discussion, Councilor Cutter suggested that Dahl provide a full rate schedule for all services, and that they be invited to the next month's regular Council meeting to review and discuss the proposal.

5. COUNCIL COMMENTS AND CONCERNS: None.

6. STAFF REPORTS: The reports from the Public Works Director, City Planner, City Librarian and City Recorder were included in the packet materials. City Manager Kemp noted that the Oregon Coast Community College Board of Directors would be meeting on August 15, and one item on their agenda will be a discussion regarding the property on Highway 101. The Interpretive Center agreement may be ready for review next month, and the discussion will probably take place in Executive Session, as it deals with a real property transaction.

7. OTHER ISSUES: None.

8. EXECUTIVE SESSION: At 4:20 p.m. the Council recessed into Executive Session, pursuant to ORS 192.660(2)(h), to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. The topic of discussion was the water tank project.

At 4:43 p.m. the Council reconvened into Open Session.

9. ACTIONS, IF ANY, FROM EXECUTIVE SESSION: **Consensus** of the Council was to direct the City Attorney to reject the settlement offer.

10. ADJOURNMENT: At 4:45 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 _____, 2018.

SIGNED by the Mayor this ____ day of _____, 2018.

Susan Woodruff, Mayor

August 9, 2018

WALDPORT

Kerry Kemp

PO Box 1120

Waldport, Or 97394

In an effort to provide some additional alternatives to our customers, which should allow some to lower their monthly bills, we would like to propose that we offer an option for every other week garbage service. Currently we offer weekly and monthly service, but have had requests for something in between. As you are likely aware, we have had some customers that are not happy with the recent adjustment for increased expenses and the new yard debris service, this would allow us to address their concerns in a proactive manner. Because of wanting to meet the customer needs quickly, and because our proposal is to charge a percentage of the current approved weekly rate, it is our hope that this rate can be administratively approved without a lengthy rate process.

The proposed rates for every other week garbage service, which includes the every other week recycling and yard debris service, would be based on the following:

	current approved rate weekly	every other week garbage service			monthly garbage service	
		proposed every other week rate	rounded to \$0.05	percentage of weekly	current approved monthly rate	percentage of weekly
35 gallon cart	\$ 32.65	\$ 27.75	\$ 27.75	85%	\$ 25.00	77%
65 gallon cart	\$ 54.65	\$ 38.26	\$ 38.25	70%	\$ 27.10	50%
95 gallon cart	\$ 79.00	\$ 55.30	\$ 55.30	70%	\$ 39.50	50%

We have also included a monthly service option of 95 gallon carts, it is not clear why that was not included in previous rate schedules, but to give the full range of services, we would like to make that available to our customers as well.

The percentage costs are a result of the combined (bundled) services provided with each level of service which is why the cost differences are not linear. This every other week service option will provide customers to adjust their service levels to match both their needs as well as their financial circumstances.

If you have any questions, please feel free to contact me at joecook@hotmail.com.

Respectfully,



Joseph Cook, Interim General Manager



**1201 Court St. NE #200, Salem, OR 97301
(503) 588-6550 • www.oregonmayors.org**

August 2018

TO: Oregon Mayors
FROM: John Cook, Mayor, Tigard; 2018 OMA President
RE: Local and Statewide Student Contest Information

The Oregon Mayors Association (OMA) is launching its annual “If I Were Mayor, I Would...” student contest for the 2018-19 school year, and your participation is requested.

Each mayor is encouraged to promote a local contest by the same name for the purpose of selecting one elementary poster finalist, one middle school essay finalist, and one high school digital media presentation finalist to be entered in the OMA statewide contest. The local contests may begin any time.

OMA is kicking off the contest early in the school year to give teachers more flexibility in incorporating the contest into their curricula. We encourage you to speak with your school district during the summer, so teachers can promote and incorporate the contest into their lessons. Winning entries from local contests are due to OMA by May 10, 2019 to be entered in the statewide contest. You may submit entries at any point prior to the May 10 deadline.

Judging will take place in early to mid-June, and statewide winners and their mayors will be notified shortly after the judging takes place. First place winners and their parents will be invited to attend the awards luncheon held during the OMA Annual Conference in Medford on August 1-3, where they will receive their prizes – an **Apple iPad Air 2 tablet!** If funding is available for second-place prizes, the prizes will be given to mayors to present locally following the conference.

To help you get started, we are enclosing contest information, a sample student contest flyer and entry form. We will send these forms electronically to your city manager/administrator/recorder, so they can be customized for your local contest. These documents are also available on the OMA website at www.oregonmayors.org. The OMA Board has broadened the job description of a mayor (see separate flyer) to better educate students about the mayor’s responsibilities.

Please direct your questions to Debi Higgins at the League of Oregon Cities: dhiggins@orcities.org or (503) 588-6550. I hope you will plan to participate in this year’s student contest!

Sincerely,

Mayor John L. Cook
OMA President



NATIONAL LAW CENTER
ON HOMELESSNESS & POVERTY

August 28, 2018

VIA EMAIL AND REGULAR MAIL

Mayor, City Councilmembers, and City Attorney of Waldport
c/o City Recorder Reda Eckerman
P.O. Box 1120
Waldport, OR 97394
Email: reda.eckerman@waldport.org

RE: Waldport City Code 8.08.105 (G)

Dear Mayor, City Councilmembers, and City Attorney of Waldport:

We write to urge Waldport to immediately repeal its anti-panhandling ordinance, Waldport City Code 8.08.105 (G) (the "Ordinance"). Anti-panhandling ordinances are deeply problematic, both as a matter of public policy and as a legal and constitutional matter. We have identified 61 anti-panhandling ordinances enacted by cities across the State of Oregon, and today we are reaching out to each of these cities as part of a national campaign to address this widespread problem.

Anti-Panhandling Ordinances Are Bad Public Policy

Harassing, ticketing and/or arresting people who ask for help in a time of need is inhumane and counterproductive. People who are experiencing poverty are forced to ask for help because they are simply trying to survive and have no other reasonable way to get the help they need. Those in our society who wish to offer a helping hand should be able to hear their call and answer it with kindness. Imposing legal restrictions on this simple act of humanity and connection harms our communities and the fragile safety net for people living in need.

Like many other ordinances that criminalize homelessness and poverty, anti-panhandling ordinances do not help cure poverty or any of the other challenges facing our communities. Instead, these laws only exacerbate problems associated with homelessness and poverty. Handing citations to people who are panhandling propels people into a downward cycle of criminality; unnecessary contact with the judicial and criminal justice systems is often traumatizing and increases a person's likelihood of continued criminal justice involvement; and criminal charges and records prevent people from obtaining employment, housing, and public benefits.

Anti-panhandling ordinances are also costly to enforce and divert resources from public policy that actually works to keep our communities safe and healthy. Non-punitive alternatives, like affordable and subsidized housing with wrap-around services, are much more effective, both in outcomes and as a fiscal matter.

When governments adopt a model of criminalization, they also expose themselves to liability on the taxpayer's dime. With no other options, individuals facing constitutional violations will be forced to assert their rights by bringing claims against cities that violate the law. Sure enough, like other states across the nation, Oregon cities have faced such lawsuits in our recent past.

Anti-Panhandling Ordinances Are Deeply Problematic as a Constitutional Matter

Since the landmark *Reed v. Gilbert* case in 2015, every panhandling ordinance challenged in federal court – at 25 of 25 to date – has been found constitutionally deficient. *See Reed v. Town of Gilbert, Ariz.*, 135 S. Ct. 2218 (2015); *see, e.g. Norton v. City of Springfield, Ill.*, 806 F.3d 411 (7th Cir. 2015); *Thayer v. City of Worcester*, 755 F.3d 60 (1st Cir. 2014), *vacated*, 135 S. Ct. 2887 (2015), *declaring ordinance unconstitutional on remand*, 2015 WL 6872450, at *15 (D. Mass. Nov. 9, 2015)); *see also* National Law Center on Homelessness and Poverty, HOUSING NOT HANDCUFFS: A LITIGATION MANUAL (2017), <https://www.nlchp.org/documents/Housing-Not-Handcuffs-Litigation-Manual>.

Panhandling ordinances on the books in municipalities across the State of Oregon contain features similar to the ordinances that have been struck down by the courts. While the constitutionality of each of these ordinances is *at least* strongly suspect, the vast majority we have identified almost certainly violate the constitutional right to free speech protected by the First Amendment to the United States Constitution.

The First Amendment protects peaceful requests for charity in a public place. *See, e.g., United States v. Kokinda*, 497 U.S. 720, 725 (1990) (“Solicitation is a recognized form of speech protected by the First Amendment.”). The government’s authority to regulate such public speech is exceedingly restricted, “[c]onsistent with the traditionally open character of public streets and sidewalks....” *McCullen v. Coakley*, 134 S. Ct. 2518, 2529 (2014) (quotation omitted).

Anti-panhandling ordinances generally contain language that overtly distinguishes between types of speech based on “subject matter ... function or purpose.” *See Reed*, 135 S.Ct. at 2227 (internal citations, quotations, and alterations omitted; *See, e.g., Norton*, 806 F.3d at 412-13 (“Any law distinguishing one kind of speech from another by reference to its meaning now requires a compelling justification.”)).

As a result, courts are likely to hold that these ordinances are a “content-based” restriction on speech that is presumptively unconstitutional. *See Reed v. Town of Gilbert, Ariz.*, 135 S. Ct. 2218, 2232 (2015); *Pleasant Grove City, Utah v. Summum*, 555 U.S. 460, 469 (2009). Courts use the most stringent standard – strict scrutiny – to review such restrictions. *See, e.g., Reed*, 135 S. Ct. at 2227 (holding that content-based laws may only survive strict scrutiny if “the government proves that they are narrowly tailored to serve a compelling state interest”); *McCullen v. Coakley*, 134 S. Ct. 2518, 2534 (2014). These ordinances generally fail strict scrutiny because they do not serve any compelling state interest, nor are they narrowly tailored.

Distaste for a certain type of speech, or a certain type of speaker, is not even a *legitimate* state interest, let alone a *compelling* one. Shielding unwilling listeners from messages disfavored by the state is likewise not a permissible state interest. As the Supreme Court explained, the fact that a listener on a sidewalk cannot “turn the page, change the channel, or leave the Web site” to

avoid hearing an uncomfortable message is “a virtue, not a vice.” *McCullen v. Coakley*, 134 S. Ct. 2518, 2529 (2014); *R.A.V. v. City of St. Paul, Minn.*, 505 U.S. 377, 386 (1992) (“The government may not regulate use based on hostility—or favoritism—towards the underlying message expressed.”).

Even if a City could identify a compelling state interest, there is generally no evidence that an ordinance is “narrowly tailored” to such an interest. Though “public safety” is an important state interest that is often asserted, these ordinances are generally not narrowly tailored to serve it. *Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276 (D. Colo. 2015) (rejecting claims that the ordinance served public safety as unsupported and implausible); *Cutting v. City of Portland*, 802 F.3d 79 (1st Cir. 2015) (requiring evidence to substantiate claims of public safety).

Theoretical discussion is not enough: “the burden of proving narrow tailoring requires [a municipality] to prove that it actually *tried* other methods to address the problem.” *Reynolds v. Middleton*, 779 F.3d 222, 231 (4th Cir. 2015). Cities may not “[take] a sledgehammer to a problem that can and should be solved with a scalpel.” *Browne v. City of Grand Junction*, 136 F. Supp. 3d 1276, 1294 (D. Colo. 2015) (holding ordinance restricting time, place, and manner of panhandling was unconstitutional).

Some jurisdictions have attempted to remedy the constitutional issues facing their anti-panhandling ordinances by limiting them to time place and manner restrictions. Time and time again, however, courts have struck these restrictions down as well.

Courts regularly strike down time-based restrictions. *See, e.g., Ohio Citizen Action v. City of Englewood*, 671 F.3d 564, 580 (6th Cir. 2012) (striking down 6 pm curfew for door-to-door solicitation). Similarly, every court to consider a regulation that bans requests for charity within an identified geographic area has stricken the regulation. *See, e.g., Norton v. City of Springfield*, 806 F.3d 411, 413 (7th Cir. 2015); *Cutting v. City of Portland, Maine*, 802 F.3d 79 (1st Cir. 2015); *Comite de Jornaleros de Redondo Beach v. City of Redondo Beach*, 657 F.3d 936, 949 (9th Cir. 2011) (en banc); *Thayer v. City of Worcester*, 144 F. Supp. 3d 218, 237 (D. Mass. 2015) (“[M]unicipalities must go back to the drafting board and craft solutions which recognize an individuals... rights under the First Amendment...); *McLaughlin v. City of Lowell*, 140 F. Supp. 3d 177, 189 (D. Mass. 2015); *Browne v. City of Grand Junction, Colorado*, 2015 WL 5728755, at *13 (D. Colo. Sept. 30, 2015).

Courts also have not hesitated to strike regulations that regulate the manner in which a person can ask for a charitable donation, even where the regulation was supposedly justified by a state interest in public safety. And for good reason: restricting people’s behavior on account of their speech is almost always too over-reaching to be narrowly tailored to any compelling governmental interest. *See, e.g., Clatterbuck v. City of Charlottesville*, 92 F. Supp. 3d 478 (W.D. Va. 2015); *Thayer v. City of Worcester*, 144 F. Supp. 3d 218, 233 (D. Mass. 2015) (striking down provisions against blocking path and following a person after they gave a negative response); *McLaughlin v. City of Lowell*, 140 F. Supp. 3d 177, 189 (D. Mass. 2015); *Browne v. City of Grand Junction, Colorado*, 2015 WL 5728755, at *12-13 (D. Colo. Sept. 30, 2015) (“[T]he Court does not believe[] that a repeated request for money or other thing of value necessarily threatens public safety.”.)]

Beyond this federal jurisprudence, the Oregon Constitution has also been utilized to successfully challenge anti-panhandling ordinances in Oregon. For example, ACLU of Oregon successfully challenged the City of Medford's ordinance restricting the solicitation of donations (Medford Municipal Code, § 5.258) (*Volkart v. City of Medford*). The court found it violated Article I, section 8 and granted summary judgment in our favor. Prior to that, at our urging, the Ashland City Council repealed its Municipal Code § 10.68.050 which provided that "no one shall solicit affairs or beg or publically solicit subscriptions in any part of the parks" after its police department in a general order noted that "panhandling and loitering are not crimes [but are] constitutionally protected activities." As you can see, there is a long line of case law finding prohibitions against solicitation in a traditional public forum a violation of the free speech guarantees of the Oregon and United States Constitutions.

Alternatives to Anti-Panhandling Ordinances Exist

Numerous communities have created alternatives that are more effective, and leave all involved—homeless and non-homeless residents, businesses, city agencies, and elected officials—happier in the long run. See National Law Center on Homelessness and Poverty, HOUSING NOT HANDCUFFS: THE CRIMINALIZATION OF HOMELESSNESS IN U.S. CITIES (2016), <https://www.nlchp.org/documents/Housing-Not-Handcuffs>.

For example, Philadelphia, PA recently greatly reduced the number of homeless persons asking for change in a downtown subway station by donating an abandoned section of the station to a service provider for use as a day shelter. See Nina Feldman, *Expanded Hub of Hope homeless center opening under Suburban Station*, WHYY (Jan. 30, 2018) <https://whyy.org/articles/expanded-hub-hope-homeless-center-opening-suburban-station/>. In opening the Center, Philadelphia Mayor Jim Kenny emphasized "We are not going to arrest people for being homeless," stressing that the new space "gives our homeless outreach workers and the police a place to actually bring people instead of just scooting them along." These programs are how cities actually solve the problem of homelessness, rather than merely addressing its symptoms.

Waldport's Anti-Panhandling Ordinance Should be Repealed

We can all agree that we would like to live in a city where homeless people are not forced to beg on the streets. But whether examined from a legal, policy, fiscal, or moral standpoint, criminalizing any aspect of panhandling is not the best way to get to this goal. That is why we are urging you to:

1. Place an immediate moratorium on any enforcement of your anti-panhandling ordinance. This requires instructing any law enforcement officers charged with enforcing the city code that the anti-panhandling ordinance should not be enforced in any way, including by issuance of citations, warnings, or move-on orders;
2. Proceed with a rapid repeal of the anti-panhandling ordinance to avoid potential legal issues;
3. If there are any pending prosecutions or citations under the anti-panhandling ordinance, dismiss them; and

4. Develop new approaches that will lead to the best outcomes for all of your residents, housed and unhoused alike.

In addition, if your jurisdiction is not currently enforcing its anti-panhandling, and you simply have a constitutionally suspect that remains on the books, we urge you to remove this archaic law from your city code. Leaving the law on the books raises the very real possibility that, at some point in the future, an energetic law enforcement officer will review the entirety of the municipal code and begin enforcing the ordinance.

We look forward to your prompt response.

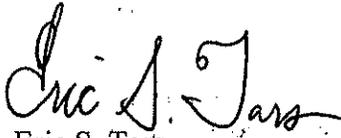
Sincerely,



Mat dos Santos
Legal Director, ACLU of Oregon



Kimberly McCullough
Policy Director, ACLU of Oregon



Eric S. Tars
Senior Attorney, National Law Center on Homelessness & Poverty

cc:

Mayor Susan Woodruff
Email: susan.woodruff@waldport.org

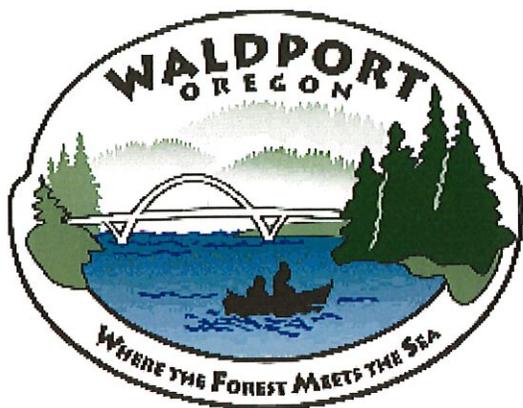
Councilmember Dann Cutter
Email: dann.cutter@waldport.org

Councilmember Greg Dunn
Email: greg.dunn@waldport.org

Councilmember Kevin Yorks
Email: kpyorks@gmail.com

Councilmember Harry Dennis
Email: hkdennisjr@earthlink.net

Councilmember Greg Holland
Email: greg.holland@waldport.org



City of Waldport

P.O. Box 1120
Waldport, Oregon
Phone: (541) 264-7417 Fax: (541) 264-7418
TTY: (800)735-2900

PROCLAMATION

*****HEAR YE*****HEAR YE*****HEAR YE*****

WHEREAS, mental and/or substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental and/or substance use disorders can embark on a new path toward improved health and overall wellness. The focus of **National Recovery Month** this September is to celebrate their journey with the theme *Join the Voices for Recovery: Invest in Health, Home, Purpose, and Community*. **Recovery Month** spreads the message that behavioral health is essential to health and one's overall wellness, and that prevention works, treatment is effective, and people recover; and

WHEREAS, the impact of mental and/or substance use disorders is apparent in our local community. Nationally, someone diagnosed with a mental illness has an average life expectancy 25 years shorter than those without mental illness. 60% of those deaths are due to medical conditions such as cardiovascular disease, diabetes, respiratory diseases and infectious illnesses; 40% are due to suicide and injury. Through **Recovery Month**, people become more aware and able to recognize the signs of mental and/or substance use disorders, which can lead more people into needed treatment. Managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally.

WHEREAS, the **Recovery Month** observance continues to work to improve the lives of those affected by mental and/or substance use disorders by raising awareness of these diseases and educating communities about the prevention, treatment, and recovery resources that are available;

NOW THEREFORE, I, Susan Woodruff, Honorable Mayor, do hereby **PROCLAIM THE FOLLOWING**:

THAT, the month of September, 2018 be declared as **NATIONAL RECOVERY MONTH** in Waldport, and call upon our community to observe this month with compelling programs and events that support this year's observance, including the "Hands Across the Bridge" event scheduled on September 22, 2018.

SIGNED, this 13th day of September, 2018.

Susan Woodruff, Mayor

2018 Recovery Wellbriety Celebration!

Hands Across the Bridge

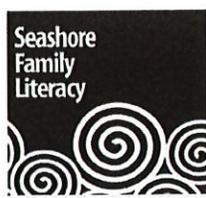
Join the Voices for Recovery
Strengthen Families & Communities

Saturday, September 22, 2018

National Recovery Day is an opportunity to celebrate the over 23 million people in long-term recovery and to bring awareness to some of the most pressing challenges facing our communities

Substance Abuse Prevention Works, Treatment is effective, and People Do Recover!

Sponsored By:



Events:

Bridge Crossing

11:30 AM

Meet at the Alsea Bridge Interpretive Center

620 NW Spring St.
Parking Lot, Waldport

BBQ & Celebration

12:30-3:00 PM

Seashore Family Literacy Center

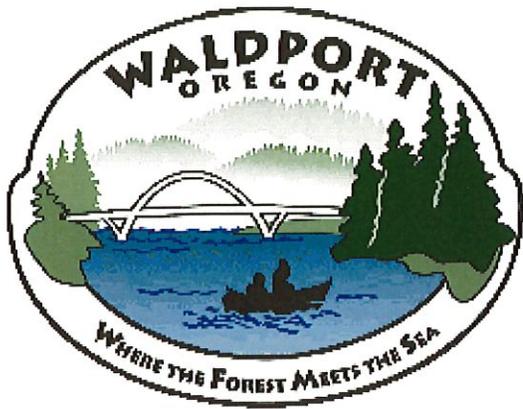
265 SW Bay Street,
Waldport

Rx Drug Take Back

10:00-2:00 PM

Lincoln County Sheriff Substation, Waldport (Behind City Hall)

125 Alsea Hwy,
Waldport



City of Waldport

P.O. Box 1120
Waldport, Oregon 97394
Phone: (541) 563-3561 Fax: (541) 563-5810
TTY: (800)735-2900

Proclamation

*****HEAR YE*****HEAR YE*****HEAR YE*****

WHEREAS, ON THE 13th DAY OF SEPTEMBER, 2018, THERE WAS HELD IN THE CITY OF WALDPORT, LINCOLN COUNTY, OREGON, A COUNCIL MEETING AT WHICH THERE WAS SUBMITTED TO THE COUNCIL OF THE CITY OF WALDPORT, THE FOLLOWING EVENT...TO WIT:

CRUZIN' FOR CRAB FESTIVAL

AND WHEREAS, A CONCERNED COUNCIL HAS DETERMINED THAT A CRUZIN' FOR CRAB FESTIVAL WAS DESIRABLE, AND

WHEREAS, THE CHAMBER OF COMMERCE HAS ALREADY ORGANIZED SUCH A CELEBRATION, WITH JURISDICTION OVER SAID CELEBRATION, AND

WHEREAS, SAID CELEBRATION WILL BE HELD AT THE WALDPORT COMMUNITY CENTER AND SURROUNDING AREA;

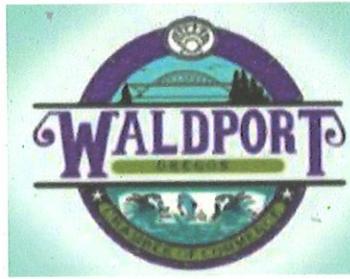
NOW THEREFORE, I, SUSAN WOODRUFF, MAYOR, DO HEREBY PROCLAIM THE FOLLOWING:

THAT, THE 22RD DAY OF SEPTEMBER, 2018 SHALL HEREBY BE DESIGNATED AS THE *CRUZIN' FOR CRAB FESTIVAL* AND ALL CITIZENS ARE ENCOURAGED TO PARTICIPATE IN THE FOREGOING:

CRUZIN' FOR CRAB FESTIVAL

SIGNED, THIS 13th DAY OF SEPTEMBER, TWO THOUSAND AND EIGHTEEN.

SUSAN WOODRUFF, MAYOR



August 29, 2018

Dear Waldport Neighbor,

It's almost time for **Cruzin' for Crab!** This year, the event will be held at the Waldport Community Center on Saturday, September 22nd. As we draw near, we are once again reaching out to ask local businesses to consider becoming a Trophy Sponsor and/or to provide a donation for the raffle.

For more than 20 years, the Waldport Chamber of Commerce has organized this one-day car show event to bring visitors to town and promote our local business community. The event draws participants from far and near with cars from beautiful antiques to slick current models. Trophies will be awarded in a variety of categories, and Trophy Sponsors have the opportunity to cast a vote for the winners!

Cruzin' for Crab of course means there will be lots of special CRAB dishes available right at the Community Center and throughout town at various local eateries. We expect a great turnout again this year with lots of visitors coming for the cars and the crab!

We truly appreciate your generosity and cooperation to make this year's event a success. Your donations may be tax deductible under our status as a non-profit under 501-C-(6) Federal Tax Code.

If you have questions please contact Ron Remund at 541-992-6154.

On behalf of the Waldport Chamber of Commerce 2018 Board of Directors, I thank you for your support and consideration.

Lisa Jones, O.D.
President
Waldport Chamber of Commerce
PO Box 669
Waldport, OR 97394
chamber@peak.org
www.waldport-chamber.com



City of Waldport

P.O. Box 1120

Waldport, Oregon

Phone: (541) 264-7417 Fax: (541) 264-7418

TTY: (800)735-2900

PROCLAMATION

*****HEAR YE*****HEAR YE*****HEAR YE*****

WHEREAS, each September is recognized as National Preparedness Month; and

WHEREAS, Oregonians have witnessed and experienced natural disasters in our own community; and

WHEREAS, every community member can take active steps to protect their families and neighbors from natural and manmade disasters; and

WHEREAS, every family and business in Waldport is encouraged to take active steps to be financially secure after a disaster; and

WHEREAS, every community member is encouraged to make sure they are properly insured against fire, flood, earthquakes, and storms; and

WHEREAS, every community member is encouraged to create a home inventory to include as part of their disaster preparedness kit,

NOW THEREFORE, I, Susan Woodruff, Honorable Mayor, do hereby *PROCLAIM* THE FOLLOWING:

THAT, the week of September 16 through September 22, 2018 be known as *HOME INVENTORY WEEK* in Waldport, and join cities across Oregon to encourage everyone to build a home inventory of their personal property and speak with an insurance agent to make sure they are financially prepared for a disaster.

SIGNED, this 13th day of September, 2018.

Susan Woodruff, Mayor

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTION 1 (G) OF RESOLUTION 1143 ESTABLISHING RATES, FEES, CHARGES, AND ASSESSMENTS FOR WATER AND SEWER SERVICES

WHEREAS, it has been determined that Section 1 (G) "Bulk Water Sales" is in need of revision in order to simplify the procedure for both customers and City staff,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Waldport as follows:

Section 1. That Section 1 (G) of Resolution 1143 be hereby amended to read as follows: "Those wishing to purchase bulk water should contact Public Works personnel to make the necessary arrangements. The charge for bulk water shall be ten dollars per unit (100 cubic feet) or portion thereof, with a minimum charge of one unit. The customer shall provide valid contact information for billing purposes."

Section 2. This amendment shall take effect upon adoption of this resolution.

ADOPTED by the Waldport City Council this _____ day of _____, 2018.

SIGNED by the Mayor this _____ day of _____, 2018.

Susan Woodruff, Mayor

ATTEST:

Reda Q. Eckerman, City Recorder

RESOLUTION NO. _____

A RESOLUTION ACCEPTING TRANSFER OF PROPERTY FROM LINCOLN COUNTY SCHOOL DISTRICT TO CITY OF WALDPOR

WHEREAS, the City of Waldport, a municipal corporation formulated under the laws of the State of Oregon, is willing and able to accept a transfer of ownership of the former Waldport High School property ("Property") from the Lincoln County School District; and

WHEREAS, pursuant to Section 1.d of the Deed Restriction and Conservation Easement ("Easement") which is Exhibit C to the Warranty Deed ("Deed") executed by the Lincoln County School District as a participant in the federally-assisted acquisition project with the Federal Emergency Management Agency ("FEMA") and Oregon Emergency Management ("OEM"), further identified as the Lincoln County School District's FEMA Pre-Disaster Mitigation Grant Waldport High School Tsunami Acquisition Project: Grant #EMS-2012-PC-004, Sub-grant #PDMC-PH-100OR-21012-005, attached to this resolution and by reference incorporated herein, the City has requested permission from OEM and FEMA's Regional Administrator to receive such ownership; and

WHEREAS, the City's adopted 2016 Waldport Parks, Recreation & Trails Master Plan ("Master Plan") demonstrates the City's conservation mission and identifies the City's commitment to developing and maintain healthy and educational natural and open spaces for citizens and visitors alike;

NOW, THEREFORE, be it resolved by the Common Council of the City of Waldport as follows:

1. The City agrees to accept the transfer of ownership of the former Waldport High School property from the Lincoln County School District.
2. The City agrees to dedicate and maintain the Property as open space in perpetuity as stipulated in Section 1.a of the Easement, and will continue to work in partnership with FEMA and OEM to determine compatible uses and structures that are consistent with open space guidelines and requirements and the Deed restrictions, terms and conditions.

PASSED by the Waldport City Council this 13th day of September, 2018.

SIGNED by the Mayor this 13th day of September, 2018.

Susan Woodruff, Mayor

ATTEST:

Reda Eckerman, City Recorder



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Engineering Contract with Westech Engineering, Inc.

REQUESTED BY: City Manager/Public Works Director

FOR MEETING DATE: September 13, 2018

SUMMARY OF ISSUE:

The City of Waldport has been working with Westech Engineering, Inc. ("Westech" or "Engineer") for the past couple of years on an ad hoc basis, and staff recommends formally engaging Westech in a general services agreement, which is attached.

STAFF RECOMMENDATION or ACTION REQUESTED:

Review and authorize City Manager to enter into Engineering Services Contract by and between City of Waldport and Westech Engineering, Inc.

BACKGROUND:

In 2015, the City conducted a formal solicitation for qualifications from engineering firms pursuant to City Public Contracting Rules Division 48. Of those firms that responded to the RFQ, the City initially selected Civil West Engineering ("Civil West") and entered into a three-year general services agreement. The Civil West Engineering contract expired June 30, 2018. Engineer was also ranked highly by City staff, references were checked, and the City engaged Engineer on an ad hoc basis on the following projects:

- Eckman Creek Road Waterline Replacement
- McKinney Slough Bridge Replacement Utility Relocation
- Wastewater and Water Facilities Master Plans
- Industrial Park Wastewater Collection System – Preliminary Design Report

The City of Yachats ("City of Yachats") recently solicited engineering firms via the Request for Proposals (RFP) process, and selected Engineer as the most highly qualified engineer, subsequently entering into an engineering services contract with Engineer. Although the City is also allowed to enter into personal services contracts without a formal competitive bid process, the City is following the "Permissive Cooperative Procurement" policy provided in Oregon Revised Statutes ("ORS") 279A.215, the City may initiate a contract given that the City of Yachats utilized an open and impartial competitive process and Engineer as contractor agrees to extend the terms and conditions of its original contract.

Staff is pleased with Engineer's work, and recommends that the City Council approve a contract for engineering services. There is no impact on the General Fund.

Attachment: Engineering Services Contract

CITY OF WALDPART CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between the City of Waldport ("City") and Westech Engineering, Inc. ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

In 2015, the City conducted a formal solicitation for qualifications from engineering firms pursuant to City Public Contracting Rules Division 48. Of those firms that responded to the RFQ, the City initially selected Civil West Engineering ("Civil West") and entered into a three-year general services agreement. Engineer was also ranked highly by City staff, and City engaged Engineer on an ad hoc basis on projects in which Engineer had specific expertise and knowledge. The Civil West Engineering contract has expired.

The City of Yachats ("City of Yachats") recently solicited engineering firms via the Request for Proposals (RFP) process, and selected Engineer as the most highly qualified engineer, subsequently entering into an engineering services contract with Engineer. Although the City is also allowed to enter into personal services contracts without a formal competitive bid process, the City is following the "Permissive Cooperative Procurement" policy provided in Oregon Revised Statutes ("ORS") 279A.215, the City may initiate a contract given that the City of Yachats utilized an open and impartial competitive process and Engineer as contractor agrees to extend the terms and conditions of its original contract.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Engineer's Schedule of Rates and Charges

C. AGREEMENT

1. Term and Authorization to Proceed

- 1.1 The term of this Contract shall be from September 1, 2018, for an initial three (3) year term. Thereafter, it may be extended for additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Engineer's schedule of charges attached within Exhibit C to this Contract.
- 1.2 Execution of this Contract by City will be authorization for Engineer to proceed with the work under the provisions of this Contract, as directed by City.

2. Scope of Work

- 2.1 Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, B, and C, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.
- 2.2 Engineer will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.

3. Compensation

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit C.

3.2 Invoices.

- a. Invoices for services of Engineer shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the end of the first full business week of each month, for all services performed through the last day of the previous month.
- b. Engineer will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Engineer Is an Independent Contractor

4.1 Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work.

4.2 Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under this Contract and will not have any amounts withheld by City to cover Engineer's tax obligations.

4.3 Engineer is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Kerry Kemp, City Manager
City of Waldport
PO Box 1120
Waldport, OR 97394
kerry.kemp@waldport.org
Phone: (541) 264-7417
Fax: (541) 264-7418

Engineer: Westech Engineering Inc.
3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302
Phone: 503.585.2474
Fax: 503.585.3986

6. Indemnification

- 6.1 Liability of Engineer for Claims Other Than Professional Liability:
For claims other than professional liability, Engineer shall indemnify, hold harmless, and defend City and its officers, agents, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, to the extent resulting from or arising out of Engineer's negligent activities, performance and/or fault of Engineer, its employees, representatives, or subconsultants in connection with this Contract or the work to be performed hereunder. Nothing herewith shall be construed to require indemnification of City attributable to its own negligence, or for acts outside the control of Engineer or the control of anyone acting on Engineer's behalf in connection with, or incidental to, this Contract.
- 6.2 Liability of Engineer for Claims for Professional Liability:
For claims for professional liability, Engineer shall defend, save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions to the extent arising out of the professional negligent acts, errors or omissions of Engineer, its subconsultants, agents or employees in the performance of professional services in connection with this Contract or the work to be performed hereunder.
- 6.3 Liability of City:
City shall hold Engineer, its officers, agents and employees harmless from and indemnify them for any and all liability, settlements, loss, costs and expenses in connection with any actions suit, or claim caused by City's negligent acts, omissions, activities or services by City, its agents or employees.
- 6.4 Liability Shared by Engineer and City:
If negligence, errors or omissions of both Engineer and City (or person identified above for whom each is liable) is a cause of such claims, suits, or actions, the loss, cost, or expense shall be shared between Engineer and City in proportion to their relative degrees of negligence, errors, or omissions and the right of indemnity shall apply for such proportion.

7. Insurance Requirements

- 7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:
- a. Occurrence form commercial general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)
\$2,000,000 – general aggregate
\$1,000,000 – property damage, contractual, etc.
\$1,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
 - c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
 - d. Professional Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
 - e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(e) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this contract which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.
- 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Engineer, its subconsultants, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Neither City nor Engineer may assign any of its responsibilities under this Contract without prior written consent from the other party, which consent shall not be unreasonably withheld. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent (which consent shall not be unreasonably withheld), other than work performed directly for Engineer by the subconsultants specified in Exhibit C.

Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

- 12.1 Ownership of Work, Unauthorized Use of Work. All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any engineering documents furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.
- 12.2 Intellectual Property.
 - a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Paragraph 12.2.b below. Upon request, Engineer shall execute any assignment or other documents necessary to give effect to this paragraph. Engineer will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.
 - b. Engineer shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed by Engineer prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to design elements developed on

previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.

- c. City will retain a nonexclusive right to utilize documents and materials provided to City by Engineer which are excluded under paragraph 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Engineer.

13. Termination for Convenience

- 13.1 This Contract may be terminated by mutual consent of the parties upon written notice.
- 13.2 City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer.
- 13.3 Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Only upon prior written notice from City, City will agree to pay Engineer's reasonable costs actually incurred in the orderly closing out of specific work tasks or projects underway under this Contract. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.
- 13.4 City may unilaterally order Engineer to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Engineer to resume those services, Engineer will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.
- 13.5 Engineer may terminate this Contract for its own convenience upon 120 days prior written notice to City.

14. Termination for Cause

- 14.1 City may terminate this Contract, or specific work items authorized under this Contract, effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:
 - a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - c. If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- 14.2 Engineer may terminate all or part of this contract for cause if City breaches the provisions of this contract or requests Engineer to perform work in violation of applicable

laws, ordinances, or generally accepted engineering practices and standards in effect when the services are rendered, upon 14 days written notice to City.

- 14.3 Upon termination under Section 14.1, Engineer shall be entitled to payment in accordance with the terms under paragraph 13.3.

15. Termination for Default

- 15.1 Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- 15.2 If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another party, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.
- 16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which

results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Lincoln County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources; Standard of Care

20.1 By execution of this Contract, the Engineer agrees that:

- a. Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.
- b. Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- c. Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

20.2. The standard of care applicable to Engineer's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed.

20.3. While exercising the standard of care applicable to Engineer's services, if Engineer's performance of services hereunder reasonably requires Engineer to rely on information provided by other parties (excepting Engineer's subconsultants), Engineer shall not be required to independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by City.

21. Drawings, Specifications and Other Documents; Opinions of Cost

21.1 Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in

accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

- 21.2 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for work under this Contract, Engineer has no control over unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; quality of performance by operating personnel or third parties; and other operational factors that may materially affect the ultimate project cost or schedule.

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 20. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

Engineer and City shall at all times carry on the services and obligations diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer or City that has not been cured. The parties agree that time is of the essence under this Contract.

24. Access to Records

- 24.1 For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract, at City's cost for retrieval and reproduction.
- 24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation, at City's cost for retrieval and reproduction.

25. Representations and Warranties

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

- 26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks.

- 26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.
- 26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.
- 26.4 City shall furnish all testing as required by law or the contract documents.
- 26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.
- 26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract, or if City becomes aware of any development that affected the scope or timing of Engineer's services.
- 26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.
- 26.11 Timely review: City will examine Engineer's studies, reports, sketches, drawings, specifications, proposals, and other documents (and obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, or other consultants to the extent that the City deems appropriate), and render in writing decisions required by City in a timely manner.

27. Arbitration

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting

the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon the City and Engineer.

Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, reject arbitration and require the other party to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by Engineer pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This Section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

29. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

30. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

31. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

32. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

33. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's subconsultants to maintain the confidentiality of information of City.

34. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war. In any such event, Engineer's schedule, and compensation for fixed-fee or for hourly-not-to-exceed projects, shall be equitably adjusted.

35. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

36. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

37. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

38. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

39. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

40. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF WALDPOR

ENGINEER – Westech Engineering, Inc.

By: _____

By: _____

Name: Kerry Kemp
Title: City Manager

Date: _____

Name: Christopher J. Brugato, P.E.
Title: Vice President

Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, designs and construction administration.
 2. Consultation with the City Manager and staff members on specific problems related to the City's facilities.
 3. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 4. Project reviews, construction observation, and field surveying services.
 5. Miscellaneous technical services requested by the City Manager.
 6. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 7. Plan review.
 8. Feasibility studies and facilities plans.
 9. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect the Engineer's work or the City's projects, and public works.
- B. Basic engineering services. When authorized by the City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
 2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
 3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
 4. Preparation and submittal of proposed contract change orders.
 5. Preparation of monthly progress payments to the Contractor.
 6. Final review of the project by the Engineer.
 7. Final acceptance of the project by the Engineer and recommendations accordingly to the City.
 8. Submission to the City of final quantities and costs.
 9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.

2. Redesigns – As ordered by the City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations – including test borings, related analysis and recommendations by the Engineer.
 - c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
 - d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

- (12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

Exhibit C
Engineer's Rates

WESTECH ENGINEERING, INC.
HOURLY BILLING RATES
EFFECTIVE 8/1/2017

Engineer X	.....	\$146.00/hr.
Engineer IX	.....	\$138.00/hr.
Engineer VIII	.....	\$130.00/hr.
Engineer VII	.....	\$122.00/hr.
Engineer VI	.....	\$116.00/hr.
Engineer V	.....	\$108.00/hr.
Engineer IV	.....	\$100.00/hr.
Engineer III	.....	\$94.00/hr.
Engineer II	.....	\$88.00/hr.
Designer III	.....	\$92.00/hr.
Designer II	.....	\$84.00/hr.
Designer I	.....	\$78.00/hr.
Inspector	.....	\$84.00/hr.
Secretary	.....	\$66.00/hr.

Reimbursable Expenses:

Outside Services Cost Plus 10%
Mileage \$0.60 per mile
Blueprints \$2.50/sheet
Mylars \$10.00/sheet
Photocopies \$0.15/page



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Wastewater Projects & DEQ Financing Opportunity

REQUESTED BY: City Manager, City Accountant

FOR MEETING DATE: September 13, 2018

SUMMARY OF ISSUE:

The Department of Environmental Quality (“DEQ”) Sponsorship financing option provides the lowest interest rate, providing a greater savings over time, if projects are combined. This financing also provides the flexibility of a line of credit and could be changed and augmented with grants or other revenue sources that become available. The potential projects being contemplated include the following, with preliminary estimate of costs:

Estimate	Potential Project
4,500,000	Industrial Park Wastewater Collection System
500,000	WWTP improvements
500,000	Golf Course Reclaimed Water (voluntary non-point source)
430,000	Open Space Wetland Restoration (voluntary non-point source)
70,000	Green Project: PLC in master pump station (VFD)
TBD	Stormwater lines prior to Crestline sidewalks?
6,000,000	Total Project Estimate

The requested action before City Council today is to authorize staff to proceed with the application process with DEQ, with the assistance of Tia Cavender and DigDeep. The process will include submitting the application to DEQ, followed by “cross-cutting” (environmental and other review), as well as analyzing and evaluating potential revenue sources to cover the loan. Attached is a very preliminary illustrated timeline of possible tasks and processes.

STAFF RECOMMENDATION or ACTION REQUESTED:

Direct staff to proceed with point source and nonpoint source applications. Specific project scopes and plans, loan contracts, and other documents will be presented to City Council for consideration and approval as needed. Revenue sources will be determined before funding.

BACKGROUND:

The City has a variety of projects to be completed over the next few years, driven by wastewater collection system and related improvements. The DEQ loan is structured to be combined with voluntary “non-point source” projects to achieve better interest rates and terms (“sponsorship”) option. The other option for rate reduction is the “distressed” formula.

Staff has identified required “point source” and discretionary “non-point source” projects to be considered, totaling approximately \$6 million. Revenue sources will need to be identified before moving forward with any loan funding, following the basic premise that ratepayers should be only minimally burdened. Potential sources may include (in no specific order):

- Local Improvement District ("LID") – LID report is needed to determine dollar amount/ equivalent dwelling unit ("EDU") and larger users
- Urban Renewal tax increment – amendment to No. 2 or new No. 3
- Wastewater charges
- Marijuana revenues (or other general fund)
- Property owner/business contributions
- Regional Infrastructure Fund ("RIF")
- Oregon State Parks

DEQ Financing Options

DEQ's Revolving Fund interest rates are well below what a community would have to pay if it sold bonds. Rates range from one percent to little more than two percent, depending on the type of loan. Interest rates change quarterly based on the national average municipal bond rate and are locked when DEQ determines that the project has met all requirements. The loan includes an annual fee of 0.5 percent of the outstanding balance, which is included in the estimates below. Next deadline for application is **December 14, 2018**. Reimbursements are eligible from date of signed application. The Environmental Review process takes 6 months to 1 year. Below is an "orders of magnitude" evaluation for each scenario:

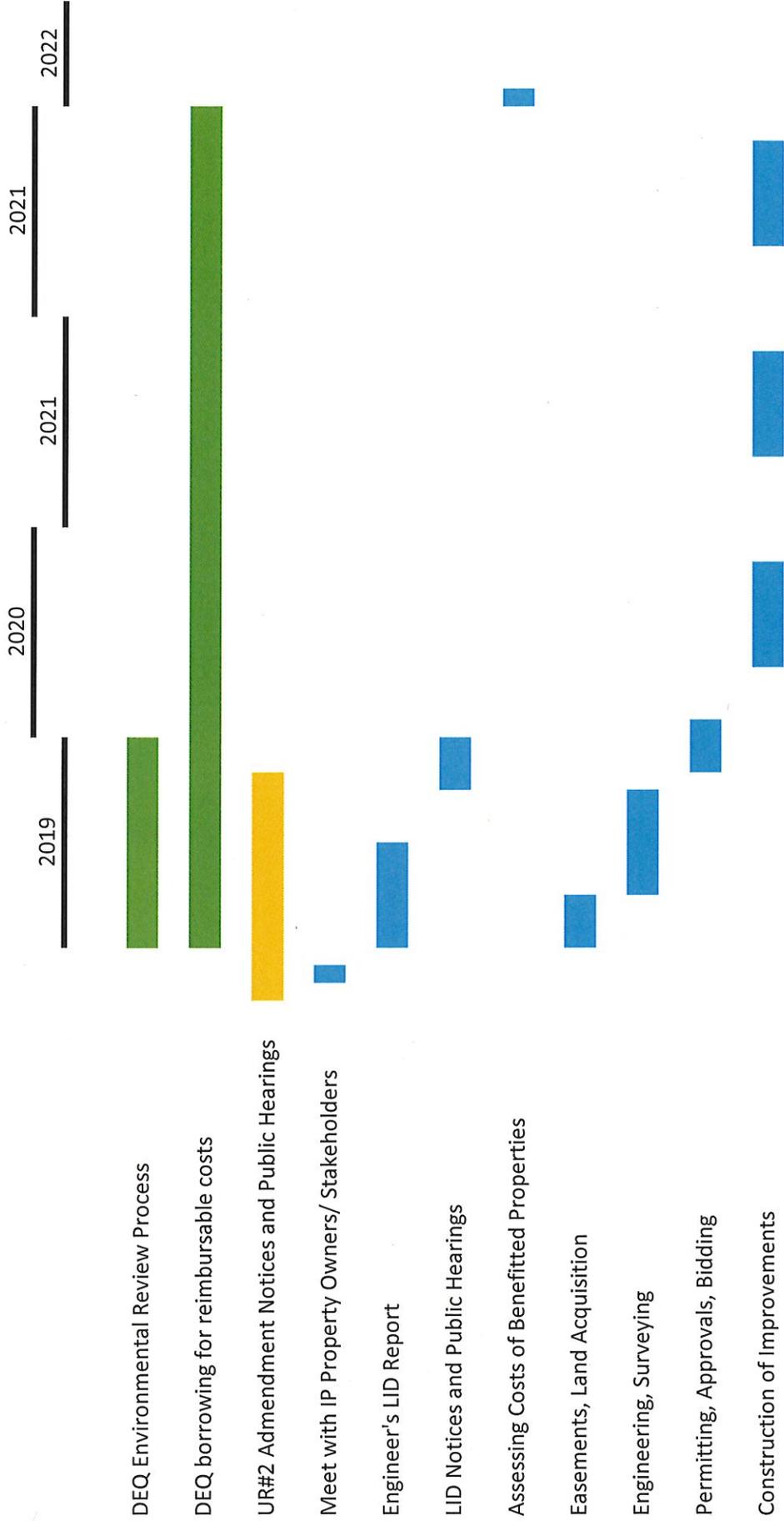
	(a) Sponsorship	(b) WW Only "Distressed"	(c) WW Only with Forgiveness
Loan Amount	6,000,000	5,070,000	5,070,000
Annual interest rate and fee	1.50%	2.00%	2.50%
Loan period in years	25	25	25
Total Interest and Fee	1,239,51\$	1,542,810	1,962,939
Principal Forgiveness	n/a	n/a	(500,000)
Total Principal, Interest, Fee	7,239,51\$	6,612,810	6,532,939

- (a) **Point Source** program provides funding for design and construction of publicly owned wastewater facilities, building or rehabilitation of sewer collection systems, urban wet weather flow control activities, including stormwater, or sanitary and combined sewer control measures. This application also includes the opportunity to use the **Sponsorship Option**, which allows a public agency to fund both a traditional wastewater project with a nonpoint source or estuary management activity as a combined project. The combined projects (for example, wastewater collection system at the Industrial Park and a wetland restoration project) qualify for a lower 1% interest rate. For the sponsorship option must submit applications at the same time.
- (b) Waldport is considered a distressed community and could receive 40% discount off average municipal bond rate, which would currently be 1.5%. The "Distressed" status is based upon an "affordability rate or threshold" compared with the statewide average. The discounted interest rate would only apply to point source (wastewater) projects.
- (c) Principal forgiveness is a possibility with point source projects (wastewater), is a competitive process, and dependent upon availability of EPA funding.

Attachment: Preliminary Draft Timeline

Preliminary Draft Outline of Processes and Timeframes

09/07/2018





CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Bee City USA Application

REQUESTED BY: Mayor and City Council

FOR MEETING DATE: September 13, 2018

SUMMARY OF ISSUE:

Bee City USA's mission is to "...galvanize communities to sustain pollinators...by providing them with a health habitat, rich in a variety of native plants and free to nearly free of pesticides.

STAFF RECOMMENDATION or ACTION REQUESTED:

Review materials and direct staff as needed.

BACKGROUND:

Please see attached application materials, and City of Newport Resolution No. 3818.

Attachments: Application package and Newport Resolution

Reda Eckerman

From: Google Forms <forms-receipts-noreply@google.com>
Sent: Thursday, September 06, 2018 3:36 PM
To: Reda Eckerman
Subject: THE XERCES SOCIETY'S BEE CITY USA INITIAL APPLICATION (Form updated 8/2/18)

Thanks for filling out [THE XERCES SOCIETY'S BEE CITY USA INITIAL APPLICATION \(Form updated 8/2/18\)](#)

Here's what we got from you:

EDIT RESPONSE

THE XERCES SOCIETY'S BEE CITY USA INITIAL APPLICATION (Form updated 8/2/18)

BEE CITY USA & BEE CAMPUS USA BECAME INITIATIVES OF THE XERCES SOCIETY JULY 2018.

Thank you for your interest in conserving pollinators and enhancing our planet's resilience! Through BEE CITY USA, affiliates can enjoy the benefits of belonging to a network of communities taking a stand for pollinators and serving as resources to one another.

BEE CITY USA MISSION

To galvanize communities to sustain pollinators, responsible for the reproduction of 90% of the world's wild plant species and 1 in 3 bites we eat, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides.

ELIGIBILITY

Generally, applicants must be either an incorporated municipality, a county, or a county and all of that county's municipalities. (Louisiana refers to counties as "parishes" and Alaska refers to counties as "boroughs.") When merited, we make exceptions for communities that function much like municipalities, such as a military base.

IMPORTANT

This form has been designed for you to work on, save (i.e. "Submit"), and return to, if needed. Complete as much as you can and click through the sections to the end in order to "Submit" (i.e. "save") your work. You will then receive an email with a link to your form. When you receive the email, you may print a PDF and/or share the entire form for others to view. After opening the link, click on "Edit Response" at the top of the first section to continue your work, saving and editing as many times as you like.

QUESTIONS?

Contact beecityapplications@xerces.org.

Email address *

reda.eckerman@waldport.org

Your first name *

Reda

Your last name *

Eckerman

Applicant city or county *

Waldport

Applicant state *

Oregon

3EE CITY USA COMMITMENTS

1. Assign BEE CITY USA facilitation responsibilities to a new or existing committee or subcommittee managed by the applicant (i.e. applying City and/or County) or a nonprofit organization, as outlined in BEE CITY USA Resolution. NOTE: APPLICANTS NEED NOT HAVE FULFILLED THE FOLLOWING COMMITMENTS TO APPLY. BY APPLYING, AN APPLICANT IS MAKING THESE COMMITMENTS. BEE CITY USA GENERALLY EXPECTS EACH AFFILIATE TO SHOW THROUGH ITS ANNUAL REPORT THAT IT HAS MET EACH COMMITMENT WITHIN 2 YEARS FROM CERTIFICATION, AND TO CONTINUE UPDATING OR MEETING EACH COMMITMENT ANNUALLY THEREAFTER. 2. This Committee should: a. Celebration: Annually celebrate National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations or promotions that showcase the local government's commitment to enhancing pollinator health and habitat. b. Publicity & Information: Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the local government's website which includes, at minimum, a copy of this resolution, links to the national BEE CITY USA website, contact information for the local government's BEE CITY USA liaison, contact information for the Bee City USA Committee and reports of the pollinator-friendly activities the community has accomplished the previous year(s). c. Habitat: Develop and implement a program to create and/or expand pollinator-friendly habitat, which can include, but is not limited to: i. Identification and inventory of the local government's real property that can be enhanced with pollinator-friendly plantings. ii. Creation of a recommended locally native species list to include forbs, grasses, vines, shrubs, and trees and a list of local suppliers for those species. iii. Creation of a least toxic integrated pesticide management plan, and iv. Dissemination of informational and educational materials to the public. v. Tracking annual area of pollinator habitat created or enhanced by square footage and/or acreage. d. Policy: Establish, through the local government, a policy in the local government's Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation. e. Plan Review: Review the local government's Comprehensive Plan and other relevant documents to review pesticide management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures. 3. After completing the first full year as a BEE CITY USA affiliate, apply for renewal of the BEE CITY USA designation each January by: (1) submitting a

brief narrative report of the previous year's BEE CITY USA achievements; (2) completing the update and metrics forms provided at <https://www.beecityusa.org/application-city.html>; and (3) paying the renewal fee. NOTE THAT ALL PHOTOGRAPHS OR VIDEOS SUBMITTED TO THE XERCES SOCIETY IN CONJUNCTION WITH FILING THE ANNUAL REPORT OR OTHERWISE MAY BE USED FOR PROMOTIONAL AND EDUCATIONAL PURPOSES WITHOUT COMPENSATION.

HOW BEE CITY USA APPLICATION PROCESS WORKS STEP-BY-STEP

1. (Applicant) Complete and submit a draft Application form and the draft Resolution, following the downloadable template at <http://www.beecityusa.org/application-city.html>. Email the draft Resolution to beecityapplications@xerces.org with "Draft Resolution" in the subject line. 2. (BEE CITY USA) We will notify you of any further needs or adjustments. After reviewing both your draft Application and draft Resolution, we will notify you of whether the application has been approved to advance to adoption or if any changes are necessary before advancing. 3. (Applicant) Make any revisions to the draft Application and Resolution as requested by BEE CITY USA. Once your highest elected body adopts the Resolution, send a signed electronic copy to beecityapplications@xerces.org with "RESOLUTION" in the subject line. If any changes were made between your approved draft Resolution and the final adopted version, please alert BEE CITY USA at beecityapplications@xerces.org. Submit your final Application by completing the signature section, checking the Final Application box, and clicking the "submit" button and then pay the application fee. The application fee helps BEE CITY USA engage communities across the nation in enhancing pollinator habitat and is based on a sliding scale keyed to your community's population. The fee scale and payment instructions are in the section of this form entitled "Initial Application Fee." 4. (BEE CITY USA) If the final Application and final Resolution are satisfactory and we have received your application fee, we will formalize your status as a certified Affiliate by email, add your community to the list of certified BEE CITY USA affiliates on our website, and provide you with artwork for street signs and bookmarks, a press release template and annual renewal instructions. Affiliates are referred to as "Bee City USA - [your community name here]". 5. (Applicant) Keep BEE CITY USA apprised of your news, questions or needs. To maintain your status, each January 31 after you have been a BEE CITY USA Affiliate for an initial full twelve months, you will need to complete the BEE CITY USA annual renewal application form, including a report of activities from the previous year and pay the annual renewal fee.

APPLICANT

Please complete each appropriate section below. For questions, contact beecityapplications@xerces.org.

INCORPORATED APPLICANT ENTITY (Please select one)

[City

If you chose "County and all incorporated municipalities in county," please list municipalities here.

Sponsoring City or County Department

Waldport

CONTACT INFORMATION FOR PERSON COMPLETING THIS FORM

Please check all that describe the roles of the person completing this application:

- Liaison from sponsoring city or county department
- Media contact for applicant city or county
- Applicant's Bee City USA committee chair
- Member of applicant's Bee City USA committee

Your professional title

City Recorder

Your organization/department

Administration

Your preferred phone

5412647417

Your e-mail address

reda.eckerman@waldport.org

LIAISON FROM SPONSORING PUBLIC DEPARTMENT

If you are not the liaison from the City and/or County department serving as interface between BEE CITY USA and the City and/or County, please identify the liaison here.

Liaison's first name

Liaison's last name

Title

Department

Preferred phone

Email address

Please check all that describe other roles of liaison:

- Media contact for applicant city or county
- Applicant's Bee City USA committee chair
- Member of applicant's Bee City USA committee

MEDIA RELATIONS/PUBLIC INFORMATION CONTACT FOR YOUR BEE CITY JSA NEWS

If you or the liaison are not the media contact for the applicant, please identify the media relations contact here.

First name of media relations person for applicant city or county

Last name of media relations person for applicant city or county

Title

Department

Phone

Email address

Please check all that describe other roles of media relations contact

Applicant's Bee City USA committee chair

Member of applicant's Bee City USA committee

BEE CITY USA COMMITTEE

Assign BEE CITY USA facilitation responsibilities to a new or existing committee managed by either the City and/or County or a non-profit organization, as outlined in the BEE CITY USA Resolution. The committee should invite broad-based community involvement in your quest to make your community as pollinator-friendly as possible. Ideally, in addition to representatives of city and/or county departments and members of garden clubs and service groups, committees should include experts in volunteer engagement, native plants, invasive exotic plant removal, pollinators (wild bees, honey bees, butterflies, monarch butterflies, etc.), and least toxic integrated pest management, etc. Ideally, the committee should have a chair, vice chair, and secretary to take minutes and other officers as needed.

Name of committee

Description of committee (Select one)

[New

Date committee was first convened:

[Month] [Day] [2018

Meeting schedule (Select one)

[Weekly \]

If you chose "Other," please explain.

Please list your BEE CITY USA committee members by first and last name and email address separated by commas following this format: Firstname Lastname <xxxxx@xxxx.xxxxx>, Firstname Lastname <xxxxx@xxxx.xxxxx>, Firstname Lastname <xxxxx@xxxx.xxxxx>.

If you did not provide your committee list, please explain.

BEE CITY USA COMMITTEE CHAIR

If the applicant is not also serving as the committee chair, please complete this section.

Committee chair's first name

Committee chair's last name

Committee chair's title

Committee chair's organization/department

Committee chair's preferred phone number

Committee chair's email address

RESOLUTION

The downloadable template for the BEE CITY USA Resolution is available at <http://www.beecityusa.org/application-city.html>. The BEE CITY USA Resolution template outlines all of the commitments required of affiliates. Each BEE CITY USA applicant is requested to email their draft Resolution with exact language to be voted on by their community's highest elected body to beecityapplications@xerces.org for approval to proceed PRIOR TO THE VOTE. The subject line should read "Draft Resolution". BEE CITY USA generally provides a response within five business days to either approve the draft resolution or request revisions. Once the applicant's highest elected body approves and adopts the final Resolution, the applicant should send BEE CITY USA an electronic copy of the adopted document by email. Once BEE CITY USA has copies of the final Application and the adopted Resolution, as well as the payment of the application fee, we generally certify the applicant within five business days.

Have you emailed your draft Resolution to beecityapplications@xerces.org, following the template provided at <http://www.beecityusa.org/application-city.html>, with "Draft Resolution" as the subject line? Select one.

[No

If you did not email a draft Resolution and/or selected "Other", please explain.

Council review prior to submission

When is the Resolution scheduled for adoption?

[Month] [Day] [2018

NITIAL APPLICATION FEE

Certified Bee City USA affiliates pay an initial application fee and an annual renewal fee scaled to their population size. The annual fee helps BEE CITY USA engage communities across the nation in enhancing pollinator habitat and raising awareness of the vital role pollinators play in sustaining people and the planet. FEE BASED ON POPULATION: <4,999 (\$100) 5,000 - 9,999 (\$150) 10,000 - 24,999 (\$200) 25,000 - 49,999 (\$300) 50,000 - 99,999 (\$400) 100,000 - 249,999 (\$500) 250,000 - 499,999 (\$750) 500,000 - 999,999 (\$1,000) >1,000,000 (\$1,500)

How many people reside in your community? (Population)

Please indicate the application fee amount to be paid. (Select one.)

[\$100 V]

Fees may be paid either by credit card or by check. Please indicate your payment method below.

If necessary, please request a W9 and/or an invoice from beecityapplications@xerces.org. Note: While in most cases, a local government department is able to pay the application and annual renewal fees, If the city or county affiliate is unable to pay the fees, individuals, organizations or companies may pay the fee on behalf of the applicant.

Payment by credit card. Please make payment, using the Miscellaneous Payments option, at <https://xerces.org/100-1>. Please enter "Application Fee" as the "Description", the name of your city as the "Company Name" and the fee amount as the "Price Per Item" on the second page of the payment process.

Payment by check. Checks should be made payable to The Xerces Society and mailed to: Attn: Bee City USA Applications, 628 NE Broadway, Suite 200, Portland, OR 97232. To facilitate processing, please include a printed copy of the completed first page of this application form with your check.

Other

If you selected "Other", please explain.

CONTACT INFORMATION FOR ELECTED BODY

To certify a new affiliate, BEE CITY USA emails a congratulatory email to the elected body that adopted the BEE CITY USA Resolution. Unless otherwise requested, they will not be contacted again.

Name of highest elected official (e.g., Mayor or Chair of Commission)

Title

Email address

Please provide a list of email addresses separated by commas for the other members of the elected body who will adopt/adopted your Resolution.

DO SUBMIT OR NOT TO SUBMIT? (HINT: The answer is always yes!)

You may work on this application , and press "Submit" at the end to save your work and receive an email with a link to resume later by clicking on "Edit response".

Is this a draft application ready for BEE CITY USA's review? If no, click "no" and then scroll down to click "Submit" (i.e. save your work) at the end. You'll receive an email with a URL to resume working on this form by clicking the "Edit Response" button at the top of the form. After Bee City USA grants permission to finalize, please change your final answer to "Bee City USA has reviewed our draft Application and Resolution and granted permission for us to finalize our application." *

Yes, please review our draft application.

No, I am still working on it.

Bee City USA has reviewed our draft Application and Resolution and granted permission for us to finalize our application.

You did it! Thank you! BEE CITY USA tries to respond to draft applications promptly, usually within five business days. The certification cannot be finalized until BEE CITY USA receives a scanned copy of the adopted Resolution and payment of the application fee.

The Xerces Society is an independent 501(c)(3) non-profit organization. Questions? Contact beecityapplications@xerces.org.

[Create your own Google Form](#)

Total Control Panel

[Login](#)

To: reda.eckerman@waldport.org

Message Score: 30

High (60): **Pass**

From: 3ykurwxykaekqz2x3-2pnpt043-

My Spam Blocking Level: Low

Medium (75): **Pass**

yz2p0w9rzzrwp.nzx@trix.bounces.google.com

Low (90): **Pass**

[Block](#) this sender

[Block](#) trix.bounces.google.com

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

RESOLUTION NO. _____

A RESOLUTION of [your city council or county commission of your city and state here] designating [your city or county here] as a BEE CITY USA® affiliate.

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of 90% of the world's wild plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local nurseries and growers; and

WHEREAS, ideal pollinator-friendly habitat:

- Provides diverse and abundant nectar and pollen from plants blooming in succession throughout the growing season;
- Provides water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling;
- Provides undisturbed spaces (leaf and brush piles, un-mowed fields or field margins, fallen trees and other dead wood) for nesting and overwintering for wild pollinators
- Is pesticide-free or has pesticide use carried out with least ill effects on pollinators;
- Is comprised of mostly, if not all, native species of annual and perennial forbs, grasses, vines, shrubs, and trees in landscapes because many wild pollinators prefer or depend on the native plants with which they co-adapted;
- Includes, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness; and,
- Provides for safe and humane removal of honey bees when required.

WHEREAS, supporting native and honey bees and other pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards, backyard beekeepers, farmers, children, educators, Master Gardeners, local businesses, faith-based organizations, and nature-related organizations; and

WHEREAS, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, [your city or county here] chooses to support and encourage pollinator habitat creation and enhancement on both public and private land; and

WHEREAS, [your city or county here] should be certified a BEE CITY USA community because:

- XXX
- XXX
- XXX

NOW, THEREFORE, [your city or county here] resolves as follows:

1. The [your city or county here] [appropriate department name] Department is hereby designated as the BEE CITY USA sponsor.
2. The [appropriate position title] of [your city or county here] is designated as the BEE CITY USA liaison.

3. Facilitation of the [your city or county here] BEE CITY USA program is assigned to the [committee name here] Committee.
4. The [committee name here] Committee is authorized to, and should:
 - a. **Celebration:** Annually celebrate National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations or promotions that showcase [your city or county name here]'s commitment to enhancing pollinator health and habitat.
 - b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the [your city or county name here] website which includes, at minimum, a copy of this resolution, links to the national BEE CITY USA website, contact information for the local government's BEE CITY USA liaison ([title of liaison here]), contact information for the "[committee name here] Committee," and reports of the pollinator-friendly activities the community has accomplished the previous year(s).
 - c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat, which can include, but is not limited to:
 - i. Identification and inventory of [City or County] real property that can be enhanced with pollinator-friendly plantings.
 - ii. Creation of a recommended locally native species list to include forbs, grasses, vines, shrubs, and trees and a list of local suppliers for those species.
 - iii. Creation of a least toxic integrated pesticide management plan, and
 - iv. Dissemination of informational and educational materials to the public.
 - v. Tracking annual area of pollinator habitat created or enhanced by square footage and/or acreage.
 - d. **Policy:** Establish, through the [City or County], a policy in the [Plan name here] Plan of the [City's or County's] Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation.
 - e. **Plan Review:** Review the [Plan name here] Plan and other relevant documents to review pesticide management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
 - f. **Renewal:** After completing the first full year as a BEE CITY USA affiliate, each January, apply for renewal of the [your city or county name here]'s BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on [your city or county name here]'s population.

ADOPTED by the [City Council or County Commission] of the [your city or county name, state here], this ___ day of _____, 2017.

 [Name of Mayor or Chair here]
 [Mayor or Chair]

Approved as to form:

 [Name of City or County Attorney here]
 [City or County] Attorney

Attest:

 [Name of City or County Clerk here]
 [City or County] Clerk

City/Town of _____
PROCLAMATION

WHEREAS, pollinator species such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse urban and suburban ecosystems; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, for decades the City/Town of _____ has managed urban landscapes and public lands that include many municipal parks and greenways, as well as wildlife habitats; and

WHEREAS, the City/Town of _____ provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats in urban and suburban environments; and

NOW, THEREFORE, I, _____, Mayor of the City/Town of _____, do hereby proclaim the day/week of _____ [month, day(s), year] as our municipality's observance of

National Pollinator Week

And, _____ [City/Town/Community] as an affiliate of

Bee City USA®

and urge all citizens to recognize this observance.

In witness whereof, I have hereunto set my hand and caused the seal of _____ [City/Town, State], to be affixed this ___ day of _____ [month], _____ [year].

NOTE: Please send a copy of your proclamation to Bee City USA at beecityusa@gmail.com
This proclamation was inspired by the sample proclamation provided by the Pollinator Partnership for National Pollinator Week at http://pollinator.org/npw_action.htm.

CITY OF NEWPORT

RESOLUTION NO. 3818

A RESOLUTION OF THE CITY OF NEWPORT
DESIGNATING THE CITY OF NEWPORT AS A
BEE CITY USA® AFFILIATE

WHEREAS, the mission of BEE CITY USA® is to galvanize communities to sustain pollinators, responsible for the reproduction of 90% of the world's wild plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, due in part to the tremendous diversity of wild native bees, along with the honey bees that were brought to the United States from Europe in the 1700s, we have very diverse dietary choices rich in fruits, nuts, vegetables, and even dairy products - one in every three bites of food we eat is courtesy of insect pollination; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local nurseries and growers; and

WHEREAS, ideal pollinator-friendly habitat:

- Provides diverse and abundant nectar and pollen from plants blooming in succession throughout the growing season; and
- Provides water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling; and
- Provides undisturbed spaces (leaf and brush piles, un-mowed fields or field
- Is pesticide-free or has pesticide use carried out with least ill effects on pollinators; and
- Is comprised of mostly, if not all, native species of annual and perennial forbs, grasses, vines, shrubs, and trees in landscapes because many wild pollinators prefer or depend on the native plants with which they co-adapted; and
- Includes, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness; and
- Provides for the safe and humane removal of honeybees where required.

WHEREAS, supporting pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards, backyard beekeepers, farmers, children, educators, Master Gardeners, local businesses, faith-based organizations, and nature-related organizations; and

WHEREAS, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the City of Newport chooses to support and encourage pollinator habitat creation and enhancement on both public and private land where appropriate; and

WHEREAS, the City of Newport supports the tenants of the Bee City USA® program.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1.

The City of Newport Parks and Recreation Department is hereby designated as the BEE CITY USA® sponsor.

The Parks Director of the City of Newport is designated as the Bee City USA® liaison.

Facilitation of the City of Newport's BEE CITY USA® program is assigned to the Parks and Recreation Advisory Committee.

The Parks and Recreation Advisory Committee is authorized to, and should:

1. Celebration: Annually celebrate National Pollinator Week during the third full week of June, or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations, or promotions that highlight the City of Newport's commitment to enhancing pollinator health and habitat.
2. Publicity and Information. Install and maintain at least one authorized BEE CITY USA® street sign in a prominent location, and create and maintain a webpage on the city's website that includes, at minimum, a copy of this resolution, links to the national BEE CITY USA® website, contact information for the city's BEE CITY USA® liaison, contact information for the Parks and Recreation Advisory Committee, and reports of the pollinator-friendly activities the community has accomplished in the previous year.
3. Habitat. Develop and implement a program to create or expand pollinator-friendly habitat, which can include:
 - a. Identification and inventory of city property that can be enhanced with pollinator-friendly plantings.
 - b. Creation of a recommended locally native species list to include forbs, grasses, vines, shrubs, and trees, and a list of local suppliers for those species.
 - c. Creation of a least toxic integrated pesticide management plan.
 - d. Dissemination of informational and educational materials to the public.
 - e. Tracking annual area of pollinator habitat created or enhanced by square footage and/or acreage.
4. Policy. Establish, through the city, a police in the Parks System Master Plan to acknowledge and commit to the BEE CITY USA® designation.
5. Plan Review. Review the Parks System Master Plan and other relevant documents to review pesticide management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
6. Renewal. After completing the first year as a BEE CITY USA® affiliate, each January, apply for renewal of the City of Newport's BEE CITY USA® designation.

Section 2. This resolution will be effective immediately on adoption.

Adopted by the Newport City Council on July 16, 2018.

Sandra N. Roumagoux, Mayor

ATTEST:

Margaret M. Hawker, City Recorder

Director's Report
August 2018

Programs

June/July Programs

The Summer Reading Program finished up on August 15 with the final performance. The Adult Summer Reading program also finished with the final drawing on August 20. The adult program was new this year. We had 145 people sign up for the program and averaged about 120 tickets per week for the drawings. We held 9 drawings throughout the summer

The RC cars the kids made in camp were entered into the Oregon State Fair. All the cars took home ribbons. This was the first year for the RC Car camp and the first year for the Oregon State Fair to take RC Cars as an entry. The RC Car club started September 5th.

Two programs were held for the teens; College and Career prep and discussion with John Ford and his experiences as a musician and photographer with bands during the 80s.

The Young Writer's camp is new this year. The attendees traveled around our area and wrote in their journals from the eyes of a visitor. Four Square Church sponsored the camp by provided the usage of their van. The library also received donations from the David McKinley Trust and Dollar General to help fund the camp. One of the assignments for group was creating a play for the Thursday afternoon program. We plan to have a second camp or workshop in the Spring to provide the groundwork for the annual Young Writer's competition. The stories the attendees created will be made into a book which we will have available at the library.

Future Programs

The library received a \$10,000 federal grant through the State Library that will allow us to expand our programs. We will work with the schools to provide additional learning and tutoring in the area of math from birth through high school. We will also add additional Science, Technology, Engineering and Math (STEM) programs, a RC Club, computer programming class 4th-5th grade and expand the LEGO club to offer STEM projects and math games. Sharon is meeting with the Superintendent and principals from the Waldport schools to discuss the project.

The adult craft continues to grow and we are now getting participation from the community willing to lead the classes and share their crafting knowledge.

Usage Statistics

Average about the same as previous years. The staff are looking at ways to increase circulation.

Miscellaneous

MaryKay Dahlgren is the new director of the Lincoln County Library District and started August 15. MarKay is the previous Oregon State Librarian.

Waldport Public Library

Monthly Circulation FY 2018-19

Patron Category	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	TOTAL
LCLD-Adult	2651	2,743											5,394
LCLD-Youth	140	108											248
Waldport Adult	2,021	2,092											4,113
Waldport Youth	94	104											198
CITLES (Adult & Juv)	1	2											3
Temporary 1 yr	23	14											37
Temporary	74	88											162
OCCC	12	27											39
Oregon Passport	94	138											232
Interlibrary loan out	<u>49</u>	<u>52</u>											101
Chinook Circ	5,159	5,368	0	0	0	0	0	0	0	0	0	0	10,527
% circ in public lib	47%	49%											
*Non-cataloged	570	578											1,148
Library2Go *	<u>304</u>	<u>336</u>											640
	874	914	0	0	0	0	0	0	0	0	0	0	1788
GRAND TOTAL	6,033	6,282	0	0	0	0	0	0	0	0	0	0	12,315
FY2018	6,460	6,973	5,671	5,993	5,607	5,900	6,011	5,508	6,567	5,692	6,075	5,886	72,343
Interlibrary loan ln	72	72											144
Computers	1,119	1,080											2199
WiFi	1860	1950											3810
Patrons added	37	42											79
Program attendance	1030	592											1622
Program attendance													
FY2018	534	409	488	324	750	483	217	206	470	565	247	899	5592

September Waldport Library Adult Events 2018

—Mon., Sept. 3, Library CLOSED for Labor Day.

—Tues., Sept. 4, 6:30-8 p.m.—Waldport Library Knitting & Fiber Group. Contact Laura Meyer, 541 867-4920, laurameyer513@gmail.com

—Sat., Sept. 8, 2-4 p.m.—Second Saturday Home School Group. Bring interactive board games, puzzles or/and coloring books as well as a healthy snack to share. Share ideas, meet new friends, have fun, and find out about library resources.

—Mon., Sept. 10, 5-6 p.m.—Open Mic Poetry Night First Monday of every month—except on holidays! Read your poetry, others, or just listen.

—Sat., Sept. 22, 1 p.m.—Central Oregon Coast But-ton Club. Contact Maeson Urban at ubanart@peck.org or 541 547-4299.

—Mon., Sept. 24, 10:30 a.m.—Waldport Book Club—This month's book is *Leipua of Love*, by Waldport's own, Sentilia McKinley.

—Thurs., Sept. 27, 5 p.m.—Adult Craft Night: Painted Signs with Sharon McCrum. Free program.

September is National Library Card Sign-Up Month. Check it Out Today!

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
						2
						3
						4
						5
						6
						7
						8
						9
						10
						11
						12
						13
						14
						15
						16
						17
						18
						19
						20
						21
						22
						23
						24
						25
						26
						27
						28
						29
						30
						31



2
3
4
5
6
7
8



24
25
26
27
28
29



September 2018 Waldport Library Youth Events

RC CAR CLUB
Wednesdays @
2:30 P.M.

FAM-i-LY
Family Night
 Returns on Thursday, September 20,
 5:30 p.m.
 with an Autumn Celebration.

WPL Library
Teen Advisory Board
 Thurs. Sept. 13
 4:15 p.m.

LEGO
 LEGOS & MATH GAMES
 WEDNESDAYS 2:30 P.M.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
September is National Library Card Sign-Up Month Check It Out Today!						
			3 CLOSED Labor Day	4 The Wheels on the Bus RC CAR CLUB Leaves, 2:30 P.M.	5 Where People Work RC CAR CLUB Leaves, 2:30 P.M.	6 LEGO MATH GAMES MESS, 3 P.M.
		10 RC CAR CLUB Leaves, 2:30 P.M.	11 RC CAR CLUB Leaves, 2:30 P.M.	12 We Love Trees RC CAR CLUB Leaves, 2:30 P.M.	13 LEGO MATH GAMES MESS, 3 P.M.	14 LEGO MATH GAMES MESS, 3 P.M.
		17 RC CAR CLUB Leaves, 2:30 P.M.	18 RC CAR CLUB Leaves, 2:30 P.M.	19 We Love Trees RC CAR CLUB Leaves, 2:30 P.M.	20 LEGO MATH GAMES MESS, 3 P.M.	21 LEGO MATH GAMES MESS, 3 P.M.
		24 RC CAR CLUB Leaves, 2:30 P.M.	25 RC CAR CLUB Leaves, 2:30 P.M.	26 Count Blocks in your Socks! RC CAR CLUB Leaves, 2:30 P.M.	27 Make your own ABAACUS RC CAR CLUB Leaves, 2:30 P.M.	28 LEGO MATH GAMES MESS, 3 P.M.
		30 RC CAR CLUB Leaves, 2:30 P.M.				29 LEGO MATH GAMES MESS, 3 P.M.





City of Waldport

P.O. Box 1120
Waldport, OR 97394
Phone: (541) 264-7417
Fax: (541) 264-7418
TTY: (800) 735-2900

September 7, 2018

To: Waldport City Council
cc: Kerry Kemp, City Manager

From: Larry Lewis, City Planner

**Re: Update on Planning Commission Review of
Title 16 Waldport Development Code Amendments**

The Planning Commission has drafted Waldport Development Code amendments for six (6) items. The Commission is now proceeding with the public hearing process for the 6 draft amendments. A public hearing with the Planning Commission is anticipated to occur in late October. The Planning Commission will forward their recommended amendments to the City Council. The Council will hold a public hearing to consider the amendments late this year or the beginning of 2019.

The 6 amendments address:

- A. Mobile Vending Regulations
- B. Conex or Other Metal Container Regulations
- C. Livestock Regulations
- D. Downtown District Zone Amendments
- E. Procedure for Notification of Land Use Applications
- F. Subdivision and Planned Development Time Limits

The Planning Commission continues to work on the remaining Code amendments including:

- A. Accessory Dwelling Units
- B. Planning Development Procedures and Regulations
- C. Planned Industrial Zone Amendments
- D. Recreational Vehicle Occupancy

**City of Waldport
2018 LAND USE / BUILDING PERMIT ACTIVITY**

For the Period August 1, 2018 through August 31, 2018

Date	Application/ Activity	Applicant	Zoning	Tax Map/Lot Location	Description	Status
8/6/18	Building Permit	Pete Tatum	R-3	13-11-20DC/3100 989 Clover Ln	Replace rafters and roofing	Approved 8/6/18
8/6/18	Building Permit	Robert Huffman	C-2	13-11-19AC/200 165 Huckleberry	New exterior door and stairs	Approved 8/6/18
8/9/18	Building Permit	Willis Mullen	R-1	13-11-30AB/5800 1245 Rose St	Addition to single family dwelling	Approved 8/10/18
8/10/18	Building Permit	Kris Kodrack	R-3	13-11-19AB/4700 685 Alder St	Window and door remodel to single family home	Approved 8/10/18
8/13/18	Building Permit	New Age Properties	C-T	13-12-24AA/11500 902 Bayshore Dr. Alsi Resort	Elevator, fire suppression system, etc.	Approved 8/13/18
8/22/18	Building Permit	Jerry Walusiak	R-1	13-11-19AA/205 725 Alsea Hwy	New detached garage	Approved 8/24/18
8/28/18	On-site Waste Management Permit	William Houston	R-1	13-12-36AB/1200, Parcel 1 3425 Fernwood Ln	New septic system	Approved 8/31/18
8/31/18	Manufactured Home Placement Permit	Crestview Golf LLC	P-F (PD)	13-11-30BD/1200, Lot #18 Green Ln	New manufactured home	Approved 8/31/18
8/31/18	Building Permit	Crestview Golf LLC	P-F (PD)	13-11-30BD/1200, Lot #18 Green Ln	New attached garage	Approved 8/31/18
8/31/18	Manufactured Home Placement Permit	Crestview Golf LLC	P-F (PD)	13-11-30BD/1200, Lot #33 Green Ln	New manufactured home	Approved 8/31/18
8/31/18	Building Permit	Crestview Golf LLC	P-F (PD)	13-11-30BD/1200, Lot #33 Green Ln	New attached garage	Approved 8/31/18

Public Works Department Report for the month of August 2018

Water Treatment Plant

Plant Production:	<u>8.92</u>	MG
Rainfall:	<u>.5</u>	inches

Wastewater Treatment Facility

Effluent Flow:	<u>4.1</u>	MG
Rainfall:	<u>0</u>	Inches

Public Works Dept.

Alarm call outs:	<u>3</u>
Locates:	<u>8</u>
Sewer plugs:	<u>0</u>
Water service installations:	<u>1</u>
Sewer connections:	<u>1</u>
Water Leaks:	<u>2</u>

Department Overview

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

Our current projects during the month of August consisted of:

- operating Treatment plants
- mowing right of ways
- cleaning sewer lines
- fixing water leaks
- adding connections
- rebuilt pump three at the Master Lift Station
- any other things that arose

Other than the above projects, we also worked on the frisbee golf course, maintained equipment, and performed as many other normal duties as possible included in our department description.

"LOOKING BACK"

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

- Reda Eckerman, City Recorder -

September 3, 1918

Meeting called to order by the Mayor.

Motion to accept bonds furnished by Daisy A. Overlander for Recorder. Voted by roll call: Marion Ruble - yes; F.R. Overlander - yes; S.S. Davis - yes; E.F. Gillette - yes; Isaac Banta - yes. Motion carried.

Motion made to allow Dr. C.E. Linton bill for services as City Treasurer, salary \$8.00, Stamps & Stationery \$1.10, Total \$9.10. Voted by roll call: Marion Ruble - yes; F.R. Overlander - yes; S.S. Davis - yes; E.F. Gillette - yes; Isaac Banta - yes. Motion carried.

Motion was made to allow bill of Daisy A. Overlander for services as Recorder for the month on Aug., salary \$5.00. Voted by roll call: Marion Ruble - yes; F.R. Overlander - yes; S.S. Davis - yes; E.F. Gillette - yes; Isaac Banta - yes. Motion carried.

C.E. Linton tendered his resignation as City Treasurer. Motion was made by Marion Ruble to accept his resignation, seconded by F.R. Overlander. Voted by roll call: Marion Ruble - yes; F.R. Overlander - yes; S.S. Davis - yes; E.F. Gillette - yes; Isaac Banta - yes.

A motion was made to have City Treasurer's books looked over. Mayor Goucher appointed the Finance Committee to look them over.

Motion was made to authorize the City Marshall to stop Mr. Van Vleet from building any more fire in the creamery until the smoke stack was repaired. Voted by acclamation and carried.

Motion to adjourn.

Daisy A. Overlander, Recorder

A correction - Among the bills allowed was Isaac Banta, \$10.00 for City Marshall. Voted by roll call: Marion Ruble - yes; F.R. Overlander - yes; S.S. Davis - yes; E.F. Gillette - yes; Isaac Banta - [no vote recorded]. Motion carried.

Council Chambers, Waldport, Oregon, September 2, 1943.

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

The minutes of the previous meeting were read and approved.

Councilman Walker was appointed to take Fulps place on the Finance Committee. It was moved by Councilman McMillin, 2nd by Walker that the bills approved by the Finance Comm. be allowed and warrants be drawn on the treasurer for the respective amounts. Carried.

Mr. Fitts and W.L. Hedges, Gardner, Oregon, representatives of the Sponsor's Central Committee advised the Council re the reasons why it was important to petition the Hydroelectric Commission of Oregon to request an election be held at May primaries to give the people a chance to say whether the City should be annexed to the Central Lincoln People's Utility District. Upon the motion of Councilman Lowry, 2nd by Dey, the Council voted the adoption of Resolution 1A, which reads as follows:

EXHIBIT "A"
RESOLUTION NO. 1A

WHEREAS, the Common Council of the City of Waldport, Lincoln County, Oregon, and the Board of Directors of the Central Lincoln Peoples' Utility District have taken preliminary steps for the annexation of said City of Waldport to said district; and

WHEREAS, the Common Council of the City of Waldport desires that said City of Waldport be annexed to said district;

THEREFORE, BE IT RESOLVED that a municipal final petition be addressed to the Hydroelectric Commission of Oregon in behalf of the City of Waldport requesting that an election be held within the boundaries of said municipality to determine whether or not the City of Waldport, Lincoln County, Oregon, shall be annexed to said Central Lincoln Peoples' Utility District.

BE IT FURTHER RESOLVED that the mayor and recorder of the City of Waldport, Oregon, be and they hereby are authorized and directed to execute such municipal final petition in behalf of said City of Waldport;

BE IT FURTHER RESOLVED that a certified copy of the municipal final petition be sent to the Central Lincoln Peoples' Utility District by the recorder.

Mr. Houge reported that a number of sidewalks should be repaired. It was moved by Councilman McMillin, 2nd by Walker, that the owners of property covered in Houge's report of the sidewalks needing repair be notified to make the necessary repairs. Motion carried.

It was moved by Councilman Lowry, 2nd by McMillin, that application by H.L. Hunter for permission to construct a garage-woodshed be granted. Carried.

After Mr. Hedges had explained the reason for the bill presented by Peter S. Rice for \$10 to cover work of preparing 3 sets of Resolution 1A and accompanying petition, upon the motion of Councilman Walker, 2nd by Dey, the Council voted the bill be allowed and a warrant be drawn on the treasurer for same.

L.J. Rickard called the Council's attention to the fact that nothing had been done about the sidewalks which at the July meeting the Council had ordered the City Engineer to take charge of after consulting with interested parties. After considerable discussion the Council decided not to take any further action in this matter at the present time.

Chief Rhoades reported that sewer-waste from Hall's Market created a very offensive odor and the condition needed remedying. As there did not seem to be any action the Council could take in the matter, Engineer Ambler suggested that he believed Mr. Hall could be induced to install a grease trap that would eliminate the trouble.

Mayor Goodman stated the City was losing money by people moving in and using water without being reported to the Recorder; and to put a stop to this, as well as provide the City essential information re the water system, a survey should be made and maps of every block be made which would show the houses on each lot and how connected with water mains. Upon the motion of Councilman McMillin, 2nd by Walker the Council voted that Water Supt. Houge should make a survey of all users of City water and should make diagrams to show locations of the houses on each block, the water mains, side connections and shutoffs of each line.

The Mayor also spoke of the advisability of requiring water-users who rent to make a deposit before they be allowed use of the water. McMillin moved, 2nd by Walker, that the City Attorney draw up an ordinance covering points discussed as per the Mayor's recommendations. Carried.

Upon the motion of Councilman McMillin, 2nd by Lowry, the council voted Mr. Houge be authorized to inspect the steps to the Library building and make such repairs to same as he found necessary.

No further business appearing the Council adjourned until Thursday, Oct. 7, at 8 P.M.

H.L. Kelly, City Recorder

Leo Goodman (by D. Fulp, Acting Mayor)

September 5, 1968

Roll call: Mayor Jesse Rolph, Councilmen Boydston, Seaman, Bird, Kauffman, Pankey, Grier; Assistant Superintendent Becker, Police Chief Sloan, Attorney Hollen, Recorder Berger, Engineer Cullen.

Minutes stand approved.

Motion made by Councilwoman Kauffman and seconded by Councilman Seaman accepting Superintendent Halversen's and Assistant Superintendent Becker's report. Motion carried.

Motion made by Councilman Seaman and seconded by Councilman Boydston, accepting Police Chief Sloan's report. Motion carried.

Opening of bids on City truck. Five bids were received: 1) Wilson Motors, Corvallis; 2) Oceanside Supply, Dodge; 3) Oceanside Supply, International; 4) Ballard Motors; 5) O'Toole Motors. Motion made by Councilman Bird and seconded by Councilman Boydston that the lowest bid be accepted, if it meets specifications. If not, the next lowest bid which meets specifications will be accepted. Motion carried.

Councilman Bird reported on the letter he received from the State Highway Department, stating the "Speed Zone Ahead" southbound will be replaced when construction of repairs on bridge are completed, and that an additional "Speed 25" sign will be installed for southbound traffic just after it enters the business district.

Engineer Cullen reported he submitted to the State Sanitary authorities the construction of the sewer line to Pat Ball's Crestview Hills #3, and it has been approved. Now the council will have to approve the specifications and plans, as this sewer line will cut into City street on Cedar and Willow. Motion made by Councilman Seaman and seconded by Councilwoman Kauffman to accept the plans for the sewer line on Crestview Hills #3. Motion carried.

On motion made by Councilman Seaman and seconded by Councilman Pankey, authorizing Mayor Rolph to sign application for transfer of new ownership of the Happy Landing Tavern. Motion carried.

Vacationing of Starr Street. Motion made by Councilman Seaman and seconded by Councilman Bird to vacate property. Mr. Norton was present, and said they are trying to develop and dress up the south end of Waldport by cleaning it up and expanding the Iron Kettle, and presented the Council a Resolution and Notice of Vacating this property and maps showing this property. Attorney Hollen asked can the City vacate property, or must they set an appraised value on it? He went on to say developers must have consents of property owners on next street. Easements for sewer and water lines and all future utilities. Total footage of adjacent property must be determined. If the Council wants it appraised and make a charge for this service. City Engineer should check out required consents. And on what basis or policy of vacating public property. Appraised value and title report is needed. Specifications, as to deed, and how the City acquired this property should be checked. Performance bond should be provided for by the developers, and the City vacate on appraisal basis, if it's in the public's interest. Mrs. Workman said that a section of this land was deeded to the City by the Workmans. This should be checked out. After a very thorough discussion, on motion made by Councilman Seaman and seconded by Councilman Kauffman to table this motion until the adjourned meeting September 12, 1968, 8 p.m. Motion carried.

Street Committee (Councilmen Kauffman, Pankey, Grier) will check on street light needed on Spruce and Cedar Streets. Report at next Council meeting.

Police Committee (Councilmen Bird, Seaman, Pankey) and Police Chief Sloan will study the City's Junk Ordinance and see where it can be applied to old cars and etc. in the City.

Standard set of sewer specifications, this was referred to the Sewer Committee (Councilmen Seaman, Boydston and Bird) and Engineer Cullen. Report at next regular Council meeting.

Councilwoman Kauffman gave a report on drain improvements on Crestline Drive at her expense.

Regular bills were audited by the Finance Committee, were read and approved on motion made by Councilwoman Kauffman and seconded by Councilman Grier.

Meeting adjourned to September 12, 1968 at 8 p.m.

Mayor Jesse Rolph

Recorder Sophie V. Berger

Adjourned meeting, September 12, 1968

Roll call: Mayor Jesse Rolph, Councilmen Grier, Pankey, Kauffman, Bird, Seaman, Boydston; Superintendent Halversen, Assistant Superintendent Becker, Engineer Cullen, Recorder Berger.

Vacationing of Starr Street. Motion made by Councilman Bird and seconded by Councilman Seaman, City should vacate all but 60 feet for a road. Motion amended. City should vacate all but 60 feet for a road, vacate and sell to the highest bidder. Mr. Norton was present and made his proposal to the Council, stating the improvements for the south end of town, and the benefits the City would derive from this proposed development. On motion made by Councilman Bird and seconded by Councilman Seaman, City should vacate all but a 60-foot width of petitioned area, and vacate and sell according to law. Vote by roll call: Ayes - Mayor Rolph, Councilmen Boydston, Seaman, Bird, Kauffman, Pankey, Grier; Nays - none. Motion carried by unanimous vote. This was then referred to the City Engineer, and the Street Committee (Councilmen Kauffman, Pankey, Grier) to designate this 60-foot width.

Fire Chief Gary Pankey will check on fire hydrants by the Burt Gainer home on Greenbo Hill.

O'Toole Motors, Corvallis, received the bid on the City's pick-up truck.

On motion made by Councilman Pankey and seconded by Councilman Kauffman granting the City Recorder one month's leave of absence. Motion carried.

Councilman Seaman asked to eliminate the cross walk on Highway 34 from the Waldport Jr. High School to the grade school, and Red River also presents a problem as the children cross over on a water pipe that spans Red River. A foot bridge was suggested. Mayor Rolph referred this to the Street Committee (Councilmen Kauffman, Pankey and Grier) to report at the next Council meeting October 10, 1968.

Mr. & Mrs. Buckler were present and wanted to know if the City had ordinances pertaining to the parking of trucks on City streets, obstructing view and parking all day. The Bucklers have property which they are thinking of developing and this truck parking would create a problem. Mayor Rolph assured them the Council has authority to regulate parking problems in the City.

Meeting adjourned by Mayor Rolph.

Mayor Jesse Rolph

City Recorder Sophie V. Berger

September 9, 1993 City Council Minutes

Roll Call: Mayor Fred O. Boehme (absent); Council President Pat Tryon; Councilor Matt Pompel, Ken Train, John Atkinson, George Russell, Jan Hansen; City Attorney Dave Gordon; City Recorder Marsha Baillie; City Planner Steve Williams. Council President Pat Tryon officiated over the proceedings.

Minutes: Councilor Pompel moved for the approval of the August 12, 1993 minutes as presented. Councilor Train seconded and the motion carried 5-0.

Committee Reports:

General Administration - Councilor Tryon, Chair: Councilor Train moved for the approval of Mike Dowsett as Pro Tem Judge for Municipal Court. Councilor Pompel seconded and the motion carried 5-0.

Parks and Rec Committee - Councilor Hansen, Chair: Councilor Hansen reported on the progress being made at Crestline Park.

Public Works Committee - Councilor Hansen, Chair: Councilor Hansen reported on the new Post Office site.

ODOT was contacted concerning visibility at the corners of Cedar and Highway 34. ODOT's recommendation is to turn that section of Cedar Street into a one-way street. A resolution to that effect will be brought to the next City Council meeting.

No recommendation has been received from ODOT regarding vehicle height restrictions along Highway 101 at the southwest end of Waldport.

Councilor Hansen reported that Mr. John Clark presented a map of the property at the corner of Norwood Drive and Starr Street and requested that he be allowed to enter into a lease agreement with the City of Waldport. It was recommended that he bring his request to the City Council.

Public Safety Committee - Councilor Russell, Chair: Councilor Russell announced that the Police Department purchased a 1989 Chevy patrol car with approximately 17,000 miles.

Employee Safety Committee - John Alfano, Chair: Mr. Alfano reported that a quarterly inspection of all City-owned buildings was held earlier that day. The findings of that inspection were submitted to the City Council as well as a list of required safety equipment which has still not been purchased.

Staff Reports: City Attorney Dave Gordon had no report.

City Recorder Marsha Baillie requested the City Council's authorization to enter into a one-time contract with Mr. Gary Dyer not to exceed \$1,000 to complete the performance evaluation and certifications required for DEQ at Yaquina John Point. Ms. Baillie specified that the City crew would do the testing for this project. Councilor Pompel moved that there would be a one-time only not to exceed \$1,000 contract entered into with Mr. Dyer. Councilor Train seconded and the motion carried 5-0.

Citizens Concerns: Mr. Dan Staffs, PO Box 1704, Waldport, addressed the City Council regarding a utility easement for Ocean Hills subdivision on lots he owns. Mr. Staggs was referred to the City Attorney.

Council President Pat Tryon asked City Attorney Dave Gordon to make a statement to the audience. Mr. Gordon stated that the City Council would not entertain discussion of the labor negotiations between the City and the employees from any audience member. Mr. Gordon recommended that any comments from the audience regarding labor negotiations be ruled out of order.

Mr. Curt Schmidt stood to address the Council and expressed his disagreement with the City Attorney's recommendation to the Council regarding labor negotiations. Mr. Schmidt asked if he could speak to the amount of money which is being spent in negotiations and was ruled out of order by Council President Tryon.

Mr. Kurt Willcox, AFSCME representative, addressed the City Council with regards to the advice they had publicly received from Mr. Gordon and asked to expand on that advice. Council President Tryon informed Mr. Willcox that the Council would not be accepting citizen comments and that he was out of order.

Mr. George Wagner, PO Box 1395, Waldport, addressed the Council with regards to the labor negotiations. Council President Tryon ruled Mr. Wagner as being out of order.

Mrs. Roxie DeLap stated that she would not speak on the issue as she presented Council President Tryon with a petition containing over 220 names of area residents showing support for the City employees in labor negotiations.

Mr. Art Cvar, PO Box 1117, Waldport, read a letter of resignation from the Planning Commission to the City Council.

Correspondence: A letter from Mr. William Ware written to Mr. Thomas Brownhill was

introduced into the record.

Council President Tryon asked that the KCM study presentation scheduled for old business be addressed before the public hearing portion of the meeting.

Old Business: Mr. Alan Peck of KCM Engineering introduced Mr. Dave Peters, also of KCM. Mr. Peters discussed the highlights of the water master plan report using charts to illustrate what the City's current wastewater plant is capable of and how the new plant compares. Mr. Peters also discussed the water treatment plant and distribution system. Current and future State regulations were discussed. Mr. Peters offered to address questions from the Council.

Public Hearing: Alsea Tidelands Exploration Company - Request for Zone Change.

Council President Tryon closed the City Council meeting and opened the public hearing.

Abstentions/Ex Parte Contact: Council President Tryon declared a conflict of interest and abstained. Councilor Atkinson declared ex parte contact.

Objections: None.

Staff Report: City Planner Steve Williams discussed the nature of the applicant's request and read into the record all applicable criteria for the City Council to consider in making their decision. Mr. Williams also read the Planning Commission's recommendation to the City Council regarding this request and opened himself to questions from the Council.

Applicant Presentation: None.

Proponents: None.

Opponents: None.

Rebuttal: None.

Public Comments: Suzanne Lulay asked City Planner Steve Williams if there would be any restrictions on the age of mobile home which could be moved into the mobile home park if approved. Mr. Williams explained that currently a zone change was all that was being applied for and that the age of homes allowed in the mobile park would be addressed when the applicants apply for a conditional use permit.

Mel Lulay asked for clarification as to what could be allowed on property with a C-1 and C-2 zone. Councilor Atkinson explained the "intent to rezone" limitations.

John Clark asked about supplying sewer service to the area if a mobile home park is to be established there. Mr. Williams explained that questions of this nature should be addressed when the application for conditional use for a mobile home park is heard.

Suzanne Lulay readdressed the Council asking that mobile homes allowed to enter this park be UBC approved. Mr. Williams explained that UBC approval is not a requirement for mobile homes in a C-2 zone and that recently passed legislation requires cities to allow HUD-approved homes in any zone.

Council President Tryon closed the public hearing and reopened the City Council meeting.

Deliberation: Councilor Train moved to accept the recommendation from the Planning Commission as presented. Councilor Pompel seconded and the motion carried 5-0.

Old Business: Two memos were received by the City Council from the Waldport Planning Commission. The first memo dealt with the establishment of a code enforcement department. Councilor Train moved to name the Police Department and the City Planner as code enforcement department. Councilor Russell seconded and the motion carried 5-0.

The second memo addressed Planning Commission approval of new business licenses before the licenses are issued. Councilor Train moved to adopt the Planning Commission's recommendation to have the City Planner and one Planning Commissioner or two Planning Commissioners approve new business licenses before they are issued. Councilor Russell seconded and the motion carried 5-0.

New Business: Council President Tryon read a proclamation naming October 9 and 10, 1993 as the Alsea Crab Festival.

Mr. John Clark of the Handy Haven RV Park requested that the City Council enter into a

right-of-way agreement with him for the old railroad right-of-way which belongs to the City. Mr. Clark explained why he would like to use this land and what improvements he intends to make on the land. There were questions of Mr. Clark from the Council. Councilor Hansen informed the City Council that in May the Public Works Committee recommended entering into a right-of-way agreement with Mr. John Clark to use the described property. Councilor Atkinson seconded and the motion carried 5-0. Mr. Clark asked that he be allowed to begin work on the property immediately. City Attorney Dave Gordon advised against Mr. Clark doing work before a right-of-way lease agreement has been drawn up and put in place.

TCI Cable Vision of Oregon rate increases were discussed by the City Council. There was no action required by the City Council for this agenda item.

Councilor Russell requested that he receive clarification of the chain of command in City business. It was reported that each department head is to report to their respective committees and that the committees will report to the City Council.

Councilor Russell also asked that an urban renewal meeting be scheduled. There was discussion of a suitable date and it was decided to hold the next urban renewal meeting on September 23 at 7:00 p.m. at the Fire Hall meeting room.

Ordinances/Resolutions: Councilor Russell moved for the adoption of Resolution 732. Councilor Hansen seconded and the motion carried 5-0.

Meeting Adjourned.

Marsha Baillie, City Recorder

September 15, 1993 Special Council Meeting

Roll Call: Mayor Fred Boehme; Council President Pat Tryon; Councilor George Russell, Jan Hansen, Matt Pompel, Ken Train, John Atkinson; City Attorney Dave Gordon (absent); City Recorder Marsha Baillie.

Item 1: Vacation of portions of Willow and John Streets to John Boyer from Batzer Construction for the construction of the new post office facility. There was a prior agreement signed to allow for the use of these areas for the purpose of construction dated August 13, 1992, which will not expire until August of 1994. On the advice of the City Attorney, the City Council will begin the hearing process for the vacation of the above-mentioned property at the October City Council meeting. Easements for public utilities will be maintained in the agreement to vacate. Councilor Hansen suggested that an ordinance be drawn up stating that when streets are vacated for private development the utility easements will remain in place. If such development requires relocating utility easements, cost for said relocation will be borne by the developer. There was discussion of Councilor Hansen's suggesting as well as the vacation of portions of John and Willow Streets. There was a consensus of the City Council to continue the original agreement.

Item 2: Ordinance 605 regarding misdemeanors within the City of Waldport and declaring an emergency was read by title. There was discussion by the Council with regards to the need for this Ordinance as well as some of the wording. Councilor Hansen moved for the adoption of Ordinance 605. Councilor Russell seconded and the motion carried 6-0.

Leta Haslett of Alsea River Cable TV spoke to the City Council with regards to the issue of utility easements, asking that the term "perpetual easements" be used in any ordinance the City Council may write addressing this matter.

The meeting was adjourned.