

**WALDPOR CITY COUNCIL
NOVEMBER 8, 2018
MEETING NOTICE AND AGENDA**

The Waldport City Council will meet at 2:00 p.m. on Thursday, November 8, 2018 in the City Council Meeting Room, 125 Alsea Highway to take up the following agenda:

1. CALL TO ORDER & ROLL CALL
2. MINUTES: *October 11, 2018*
3. PUBLIC COMMENTS/PRESENTATIONS
Dahl Disposal re Asbestos Regulations
4. DISCUSSION/ACTION ITEMS:
 - A) *Wastewater Projects & DEQ Financing Opportunity*
 - B) *Annual Financial Report for FY Ending 06/20/18*
 - C) *Surplus Property Resolution*
 - D) *Highway 101 Seawall Connection - Consideration of Local Agency Agreement*
 - E) *Other Issues*
5. COUNCIL COMMENTS AND CONCERNS
6. STAFF REPORTS
7. 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.*
8. ACTIONS, IF ANY, FROM EXECUTIVE SESSION
9. GOOD OF THE ORDER
10. 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 2nd day of November, 2018 - Reda Q. Eckerman, City Recorder

**WALDPORT CITY COUNCIL
OCTOBER 11, 2018
MEETING MINUTES**

1. CALL TO ORDER AND ROLL CALL: Mayor Woodruff called the meeting to order at 2:00 p.m. Mayor Woodruff and Councilors Dunn, Dennis, Cutter and Holland answered the roll. Councilor Yorks was excused. A quorum was present.

2. MINUTES: The Council considered the minutes from the September 11 and September 13, 2018 meetings. Councilor Holland **moved** to approve the minutes as presented. Councilor Dunn **seconded**, and the motion **carried** unanimously.

3. PUBLIC COMMENTS AND PRESENTATIONS: Tom Cropper addressed the Council regarding fair and open politics and noted that in his opinion not all media reporting is factual but overall the observations about Waldport in general have been more positive than negative.

Jeff Alexander reported that the brewery and distillery are still on track, pending the availability of contractors. He is planning on a party for New Years Eve, and will provide an update on his progress next month.

Brandy Dunaway-Womack, owner of GypsySister Soap Company, addressed the Council regarding the downtown merchants and their plans for a Halloween town celebration on Saturday, October 27th. The merchants were asking for a possible donation of \$200-\$300 toward the idea. Mayor Woodruff indicated she had suggested they approach the Council. Councilor Cutter suggested making the donation through the Chamber, as the merchants were not an official organization. City Manager Kemp stated that he would work with the Chamber on this if the Council wished. Councilor Cutter **moved** to contribute \$250, Councilor Holland **seconded**, and the motion **carried** unanimously.

Tia Cavender from "Dig Deep" addressed the Council and provided an update on the funding for the Industrial Park sewer project. She noted that the Regional Solutions funding had not been successful, as the City's application came in second and the group decided to fund only one project. However, the work that had been done on the application was quite valuable in preparing the City to seek out other funding sources, such as DEQ. Ms. Cavender will provide a more detailed analysis in November. Councilor Cutter noted that participation by the property owners should be an integral part of the funding package.

April Swift addressed the Council regarding concerns with the Frisbee golf project. She noted that one basket is located close to the residents on Hill Street and wondered if it could possibly be relocated. She will put her concerns in writing, and Councilor Cutter asked that she include pictures if possible.

4. CORRESPONDENCE: None.

5. DISCUSSION/ACTION ITEMS:

A. Proclamation - Domestic Violence Awareness Month: Kathleen Ellison Meyers, Court Advocate for My Sisters Place, addressed the Council. She gave an overview of the services provided by the organization, and thanked the Council for their consideration of the proclamation. Mayor Woodruff then read the proclamation into the record.

B. Resolutions:

1. Resolution Amending the Budget for FY 2018/2019: City Manager Kemp explained that this budget amendment was necessary to acknowledge grant proceeds and reflect the change in Code Compliance from a contract position to an in-house position. A brief discussion ensued regarding Code enforcement. **Consensus** of the Council was that the issue should be further reviewed during the budget discussion for the next fiscal year. Councilor Cutter **moved** to approve Resolution 1242. Councilor Dennis **seconded**, and the motion **carried** unanimously.

2. Resolution Adopting Provisions of COCFRD Ordinance 2018-01 (Fire Prevention Code): It was explained that adoption of this resolution would enable the Central Coast Fire and Rescue District to administer the provisions of their ordinance within the City limits. Following a brief discussion, Councilor Holland **moved** to approve Resolution 1243. Councilor Dunn **seconded**, and the motion **carried** unanimously.

C. Public Meeting Policy Discussion: Mayor Woodruff had asked that this topic be included on the agenda. A brief discussion ensued. **Consensus** of the Council was to continue to review the desired level of detail in the meeting minutes.

D. Open Space Project - Deed Transferring Property: City Manager Kemp explained that this represented the culmination of negotiations between the City and the School District for the former High School property. Following a brief discussion, Councilor Cutter **moved** to approve the statutory bargain and sale deed, Councilor Holland **seconded**, and the motion **carried** unanimously.

E. Safe Routes to Schools Application: Mayor Woodruff indicated she was surprised that the application included a portion of Range Drive, from Crestline to Masters Drive. Councilor Cutter noted that he was also surprised that the recommendation was to develop the west side of Crestline, as he had anticipated the east side would be easier. Public Works Director Andry indicated that the City's engineer had determined the west side would be less problematic. Following discussion, Councilor Cutter **moved** to proceed with the application. Councilor Dennis **seconded**, and the motion **carried** unanimously.

F. Transient Lodging Tax Ordinance: Councilor Dennis suggested that the increased revenue might be a source of funding for the Open Space improvements. City Manager Kemp noted that the effective date for the ordinance would be January 1, 2019. Hearing no objections, Mayor Woodruff read Ordinance 766 by title only for the first and second readings. Councilor Cutter **moved** to approve Ordinance 766. Councilor Holland **seconded**, and the motion **carried** unanimously on a roll call vote.

6. COUNCIL COMMENTS AND CONCERNS: Councilor Dennis reported that the Solid Waste Advisory Committee was working on the issue of asbestos disposal, as regulations are becoming more stringent. Mayor Woodruff noted that Carol Corney was nominated as "Volunteer of the Year" by the Council of Governments. Ms. Corney has been a volunteer with the local Meals on Wheels program for the last 23 years. Councilor Dennis reviewed the seminar on homelessness that he had attended at the League of Oregon Cities annual conference. It was also noted that the City received another safety award certificate this year. The Council praised the Public Works department for its ongoing diligence in prioritizing safety. Councilor Dunn mentioned that the Small Business Classes are going

well, and Mayor Woodruff noted that she is auditing those classes and finding them to be very worthwhile. Councilor Cutter indicated that he and Councilor Holland had met recently with Sheriff Landers and City Manager Kemp, and he felt that this had been productive. He also mentioned that he has been in conversation with Pioneer regarding speed increases and other changes in their broadband service.

7. STAFF REPORTS: The written reports from the City Manager, Library Director, Public Works Director, City Planner and City Recorder were included in the packet materials. A brief discussion ensued regarding crosswalks near the Post Office. Mr. Kemp indicated he would speak with the Post Office about installing stop signs at the exits of their parking lot. A crosswalk has been painted at the intersection of Willow and Verbena. With regard to the Interpretive Center, Mr. Kemp noted that the negotiations are ongoing, and he will provide more information at a future date. The Transportation System Master Plan process is proceeding, and Mr. Kemp suggested the Council begin considering potential appointees to the project advisory committee. A brief discussion ensued regarding the upcoming "Great Oregon Shakeout" tsunami exercise on October 18. Mr. Kemp noted that the new radio equipment at the Public Works facility means that we are set up to be one of the prime locations on the coast for emergency communications. He reviewed a recent meeting with Masa Hayashi, President of Live Warning NPO, and noted that the powerpoint slides from the presentation were included in the packet material for Council review. Mr. Hayashi promoted a tsunami early warning system that would provide realtime information based on live video feed.

8. GOOD OF THE ORDER: Nothing further.

9. ADJOURNMENT: At 4:32 pm, 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

Notice About Asbestos Materials



DANGER

CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
LUNG DISEASE AND CANCER HAZARD

Determine if your materials require an Asbestos Survey

- Asbestos Surveys are not required for-
Materials containing construction, demolition, and renovation from structures or an RV built after 1/1/2004, or for bare wood, bare glass, bare metal, and 3-tab (asphalt shingle) roofing (ex. bare wood would be free of sheet-rock, but it could be painted)
- Asbestos Surveys are required for-
Materials containing construction, demolition, and renovation from structures or an RV built before 1/1/2004.
NOTE- Flat/built-up roofing has to have test results showing it has no asbestos in it, regardless of when it was constructed. Below is a list of most of the materials that need tested:

Asbestos Containing Materials (ACM)

Acoustical Plaster	Ceiling Tiles and Lay-in Panels	Ductwork Flexible Fabric Connections	Fire Doors	Laboratory Hoods/ Table Tops	Spray-Applied Insulation
Adhesives	Cement Pipes	Electric Wiring Insulation	Fireproofing Materials	Packing Materials (for wall/floor penetrations)	Thermal Taping Compounds
Asphalt Floor Tile	Cement Siding	Electrical Cloth	Flooring Backing	Pipe Insulation (corrugated air-cell, block, etc.)	Textured Paints/ Coatings
Base Flashing	Cement Wallboard	Electrical Panel Partitions	Heating and Electrical Ducts	Roll Roofing	Thermal Paper Products
Blown-in Insulation	Chalkboards	Elevator Brake Shoes	High Temperature Gaskets	Roof Patching Cement	Vinyl Floor Tile
Boiler Insulation	Construction Mastics (floor tile, carpet, ceiling tile, etc)	Elevator Equipment Panels	HVAC Duct Insulation	Roofing Felt	Vinyl Sheet Flooring
Breaching Insulation	Cooling Towers	Fire Blankets	Joint Compounds	Roofing Shingles	Vinyl Wall Coverings
Caulking/Putties	Decorative Plaster	Fire Curtains	Laboratory Gloves	Spackling Compounds	Wallboard

Requirements for Construction & Demolition Materials



Ph: 541.336.2932

www.dahlidisposable.com



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THOMPSON'S
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www.thompsonsanitary.com

GET PREPARED by visiting one of the above websites. There you can find information regarding abatement contractors, asbestos inspectors, and other required forms

If your material requires an asbestos survey, use an accredited asbestos inspector to survey your project for materials that may contain asbestos. (A list of inspectors can be obtained from your local hauler listed above).

If your report from the accredited asbestos inspector and lab results indicate no asbestos containing material (ACM):

1. The load of material can be accepted with a waste acceptance form provided by your hauler or transfer station.
2. Bring survey test results and waste acceptance form with your load.
3. Your local transfer station or drop-box service will provide you with the waste acceptance form to be completed prior to delivery.

If any suspect material is in your load and has not been tested and cleared, your entire load will be rejected.

EXCEPTIONS

- Bare wood, metal or glass does not require an asbestos inspection.
- A laboratory report from a self-taken sample will be accepted IF; you are the *primary resident* and are disposing of one suspect Asbestos Containing Material only.
- The Oregon DEQ has the discretion to approve requests to waive the asbestos survey requirement on a case-by-case basis.
- Three-tab composite roofing shingles (no tar paper).

Lincoln County Haulers

PERMITS

If your project contains Asbestos, contact your Lincoln County Hauler listed above or the Oregon Department of Environmental Quality: <https://www.oregon.gov/deq/Hazards-and-Cleanup/Pages/Asbestos-Information.aspx>



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Wastewater Projects & DEQ Financing Opportunity / Industrial Land Development (Regionally Significant Industrial Sites)

REQUESTED BY: City Manager, City Accountant

FOR MEETING DATE: November 8, 2018

SUMMARY OF ISSUE:

The requested action before City Council today is to authorize staff to proceed with the loan application process with the Department of Environmental Quality ("DEQ"), assisted by DigDeep, with a staff recommendation to pursue the Sponsorship option.

The DEQ sponsorship option provides the lowest interest rate, providing a greater savings over time, and provides for combining "point source" and voluntary "non-point source" projects. 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:

Recommended Project List	Phase	Estimated Costs
Industrial Park Pump Station Forcemain along Crestline Dr	ip1	\$1,051,600.00
Downstream/Township 13 Inverted Siphon Improvements	ip2	\$397,100.00
Industrial Park Pump Station	ip3	\$1,184,700.00
Wastewater Treatment Plant Upgrades		\$500,000
Golf Course Reclaimed Water (voluntary non-point source)		\$500,000
Programmable Logic Controller in Master Pump Station		\$70,000
		\$ 3,703,400.00

The application will be presented to City Council at its December meeting for review and approval. Additionally, there is a new state program to encourage industrial development that DigDeep has advised us about, and we will review the possibilities for this program, including setting up a pre-application meeting with the state and interested stakeholders. The general gist is encouraging job creation, involving rebates for income taxes generated within industrial sites.

STAFF RECOMMENDATION or ACTION REQUESTED:

Direct staff to proceed with Sponsorship application, point source and nonpoint source projects.

BACKGROUND:

Staff has identified projects to be considered, totaling approximately \$3.7 million. City Council may recall an earlier estimate of \$6 million. The new revised amount does not include the sewer collection system proposed inside the industrial park, nor does it include any wetlands project at the "open space" former high school site. Including the industrial area could subject those improvements to prevailing wage requirements, substantially adding to the overall cost. As the Council has noted, revenue sources will need to be identified before moving forward with loan funding, following the basic premise that ratepayers should be only minimally burdened.

The City has a variety of projects to be completed over the next few years, driven by wastewater collection system and related "point source" improvements. Below is an "orders of magnitude" evaluation for two scenarios, the first being combined with a voluntary "non-point source" project to achieve better interest rates and terms ("sponsorship") option, the second not including a voluntary project, and having a higher interest rate and potential for principal forgiveness.

	(a) Sponsorship	(b1) Only Point Source	(b2) Only Point Source
Loan Amount	3,700,000	3,200,000	3,200,000
Annual interest rate*	1.50%	2.09%	2.09%
Loan period in years	30	30	30
Total interest	921,950	1,139,619	1,139,619
Principal Forgiveness	n/a	-	(500,000)
Total Principal and Interest	4,621,950	4,339,619	3,839,619

*includes 1/2 point annual fee

Staff is recommending option (a) for a couple of reasons. First, the interest rate is lower, and could be subject to less increases to the interest rate prior to funding (although we have no crystal ball, signs point to interest rate increases in the short-term). Second, the golf course project does have benefit to our overall wastewater treatment system.

In either instance, DEQ's Revolving Fund interest rates are well below what a community would have to pay if it sold bonds. The deadline for application is **December 14, 2018**.

Attachment: Handout: Industrial Land Development/Regionally Significant Industrial Sites



INDUSTRIAL LAND DEVELOPMENT

Regionally Significant Industrial Sites (RSIS)

Partners for Business Development in Oregon

Performance-based economic development tools are cutting edge and Oregon is leading the way with RSIS. This program provides state income tax reimbursements to local governments that make industrial sites ready for development. This program is accepting applications until 2023 and has been approved to reimburse up to 100% of total site preparation costs. The department is authorized to reimburse \$10 million a year. At this time, the program is only a tax reimbursement program and is not providing loans or grants.

Who can apply:

Local governments (cities, counties, ports, and special districts) and federally recognized tribes in Oregon are eligible applicants as a property owner and or sponsor. A local government can also sponsor private property owners provided that public dollars pay for the site readiness costs.

A few of the key application criteria are:

- Site must be zoned industrial
- With identified site readiness improvements completed, the site should have a significant regional competitive advantage

Eligible expenses include planning, engineering, construction and fees for the following activities:

- Land assembly
- Site preparation costs
- Bringing utilities to the site
- Off-site transportation improvements
- Environmental remediation and mitigation
- Financing costs

Ineligible expenses:

- Cost paid or under agreement to be paid from a source other than the Sponsors funds
- Vehicles, equipment, and labor not related to RSIS
- Operation or maintenance of the RSIS
- Penalties or fines
- Cost that arise after the employer begins operation
- Administrative costs and management costs (of sponsor or private owner)
- Any costs associated with buildings

Business Oregon, the economic development agency for the state of Oregon, invests in communities, businesses, and entrepreneurs to promote prosperity for all Oregonians. We support the retention and expansion of existing Oregon businesses, foster a dynamic startup and entrepreneurial environment, and assist communities with their infrastructure needs, laying the groundwork for future jobs.



BUSINESS OREGON

775 Summer Street NE, Ste 200
Salem, OR 97301
503-986-0123

Business.Oregon@oregon.gov

Business Oregon is an agency of the state of Oregon.

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Apply to have your industrial site designated as a RSIS. If it is approved, the applicant completes the development plan projects and then recruits a company to locate on site. The company then hires the required number of employees at the threshold wage and then 50% of the state income taxes that are paid each year will be reimbursed to the applicant. Employer thresholds, they must create a minimum of 50 new full-time employees on urban sites and 25 full-time employees on rural sites. The average wages must be 150% of the county wage or state wage, whichever is less.

The process:

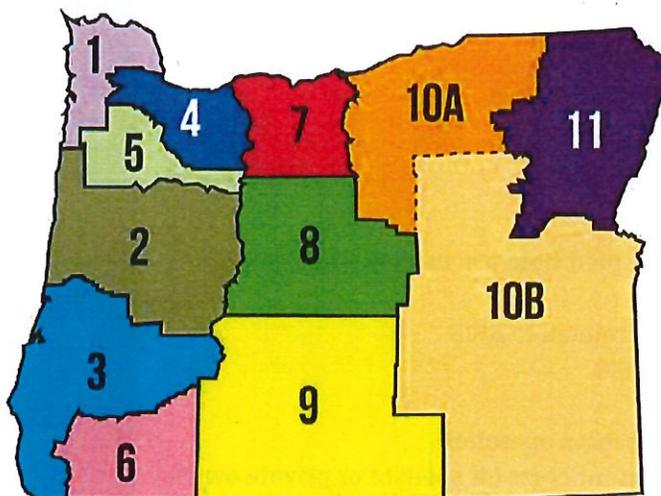
1. Pre-application meeting (recommended)
2. Submit an application
3. The application is deemed complete or incomplete. Applicants will be noticed in writing if an application is incomplete and will be provided time to address. Business Oregon consults with the Governor's Regional Solutions Team (a multi-agency team) in the review each application.
4. Business Oregon's Director approves or rejects the application.
5. If approved, the applicant and Business Oregon enter into a tax reimbursement agreement.
6. Implement the site readiness development plan.
7. Construct a new industrial building on the site and recruit a new company to the site and hire employees.
8. The applicant submits to Business Oregon by January 1st annually a report with a complete list of traded sector employers and a complete list of site preparation costs incurred.
9. Business Oregon along with other state agencies will determine which employers are traded sector business, which employers met the job requirements, which sponsor sites readiness preparation costs are eligible for reimbursement, and the reimbursement amount.
10. Business Oregon will notify the sponsor of amount to be transferred to the sponsor per the governing tax agreement and the balance of preparation costs to be carried over to subsequent tax years.

Full list of programs, services and resources available through Business Oregon, please visit our website at:

oregon4biz.com

Find Your Regional Development Officer

- 1** Melanie Olson
503-842-4045
- 2** Melissa Murphy
503-983-8857
- 3** Sean Stevens
541-346-8620
- 4** Bryan Guiney
503-307-3662
- 5** Dennie Houle
503-791-2732
- 6** Marta Tarantsey
503-856-2693



- 7** Carolyn Meece
503-704-1311
- 8** Tom Rowley
541-306-1218
- 9** Larry Holzgang
541-219-2895
- 10A** Melisa Drugge
503-508-3147
- 10B** Scott Fairley
541-969-0202
- 11** Brian McDowell
541-962-5020



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: The Annual Financial Report for fiscal year ending 6/30/2018

REQUESTED BY: City Manager and City Accountant

FOR MEETING DATE: November 8, 2018

SUMMARY OF ISSUE:

The audit concluded with an unqualified (favorable) opinion (shown on page 2 of the report) that states "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position . . . in accordance with accounting principles generally accepted in the United States of America."

The assets of the City exceeded its liabilities by \$11,830,628 (financial position aka net position) as of June 30, 2018. Of this amount, \$9,982,342 is invested in capital assets, net of related debt. The city's total net position increased by \$366,572 or 3%.

As of June 30, 2018, the city had \$12,612,141 invested in a broad range of capital assets, including water, wastewater, and street utility systems. Additions to capital assets included mandatory waterline relocations for the ODOT McKinney Slough Bridge project, an ultraviolet system upgrade for the wastewater treatment plant, water master plan, inflow and infiltration mitigation, and construction of Lint Slough trail.

Total revenues for fiscal year ending 2018 increased \$319,631 over the previous year. Charges for services increased for a greater number of system development charges, a 3% rate increase for water and wastewater services, and an increase in traffic fines received. Grants and contributions increased over the prior year and changed from economic development and recreation in 2017 to water infrastructure in 2018. The water fund received grant proceeds of \$232,491 for water improvements from Infrastructure Finance Authority and FEMA.

Transient room taxes increased \$21,554 from the previous year, due to a good economy and increase in lodging options. The general fund received \$40,542 for the new 3% local marijuana tax and \$15,130 for state marijuana tax.

The total expenses for programs and services increased \$125,403 and included \$49,624 for the actuarially estimated long term pension expense, an increase of \$40,091 from the prior year. Under GASB 68, financial reports show pension expense as the change in Net Pension Liability, the excess of the actuarial accrued liability over the actuarial value of assets.

Net Pension Liability (NPL) is a long term actuarial estimate, projecting future benefits for current and former employees and their beneficiaries. NPL is the amount by which the total pension liability exceeds the pension plan's net assets (aka plan net position) available for paying benefits. For fiscal year ending

6/30/2018, the city's NPL increased along with the city's proportionate share of the cost-sharing, multiple-employer pension plan. More data and information will be forthcoming at the December meeting on PERS.

The Actuarial Valuation from 12/31/2015 was "rolled forward" for the pension estimates included in fiscal year ending 6/30/2018 - a 30 month time lag of data. The increase in NPL is attributed to:

- Asset investment returns were dramatically below the assumed rate of return for 12/31/2015,
- Employer rates for 2015 – 2017 were underestimated because they were set prior to the Moro decision that reversed a portion of employee benefits

STAFF RECOMMENDATION or ACTION REQUESTED:

A copy of the audit report was furnished previously to each member of the governing body, along with the auditor's letter to management. The audit report will be filed with the Secretary of State and will be posted on the city's website upon acceptance by the governing body.

Under ORS 297.465 the governing body shall determine the measures it considers necessary to correct any deficiencies disclosed in the report. The governing body shall adopt a resolution setting forth the corrective measures it proposes and the period of time estimated to complete them. No action is required as no deficiencies are noted in the report.

ATTACHMENTS:

Prior Year Comparison with neighboring cities

Interpreting an Employer's Net Pension Liability by Stephen J. Gautheir

**"Statement of Activities" expenses are compared with neighboring cities' audits
for fiscal year ending June 30, 2017, based upon population.**

Expense Comparison by population	Depoe Bay 1,440	Lincoln City 8,665	Newport 10,215	Siletz 1,235	Toledo 3,485	Waldport 2,095	Yachats 740
General Government	282	396	657	108	636	214	627
Public Safety	-	572	634	-	595	171	4
Streets & Highways	118	355	166	89	83	151	174
Culture & Recreation	104	655	288	34	134	156	200
Community Development	25	-	-	10	-	11	-
Interest Expense	-	4	63	-	55	23	422
Water	626	407	597	358	248	262	958
Wastewater	380	542	338	284	207	288	820
Harbor	332	-	-	-	-	-	-
Totals	1,868	2,931	2,742	884	1,958	1,276	3,206

**"Statement of Activities" revenues are compared with neighboring cities' audits
for fiscal year ending June 30, 2017, based upon population.**

Revenue Comparison by population	Depoe Bay 1,440	Lincoln City 8,665	Newport 10,215	Siletz 1,235	Toledo 3,485	Waldport 2,095	Yachats 740
Charges for Services	1,260	966	1,198	751	1,030	613	1,807
Grants and Contributions	204	277	368	64	40	103	1,491
Property Taxes	291	982	1,083	9	515	370	453
Other Taxes	540	854	499	54	441	97	1,879
Intergovernmental	-	-	110	17	92	169	485
Miscellaneous Income	16	151	200	19	26	-	241
Investment Earnings	4	32	28	9	27	7	44
Totals	2,314	3,263	3,485	923	2,171	1,359	6,400



Interpreting an Employer's Net Pension Liability

By Stephen J. Gauthier

The amount of the net pension liability that state and local governments recently started reporting can be substantial, and in some cases may even dwarf an employer's other liabilities.

Starting with the fiscal year that ended June 30, 2015, state and local governments began to report a *net pension liability* (NPO) on their government-wide statement of net position, in conformity with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. This new pension liability represents the difference between the value in today's dollars (present value) of benefits already earned by employees (*total pension liability*) and resources accumulated and held in trust to pay those benefits (*fiduciary net position*). The amount of the NPO can be substantial, and in some cases may even dwarf an employer's other liabilities.

Because government employers previously have not reported an NPO, some financial statement users who are encountering it for the first time may be unsure how to assess its significance. This article offers three points of reference for making that assessment: 1) funding policy; 2) funding progress; and 3) funded contributions.

Funding Policy. There is no need for the parents of a kindergartener to panic just because they have not yet accumulated in their child's college fund all of the money that will be needed to pay for the child's college education. After all, the parents still have 12 years to accumulate the total resources that will be needed. What is important is

that: 1) the parents have a solid plan for accumulating the necessary resources; 2) the plan they have put together is feasible, given the parents' financial circumstances; and 3) the parents faithfully follow that plan by faithfully making their contributions to the college fund in full. So too, there is no reason to fear serious financial difficulties simply because a government employer has not yet accumulated the total resources that will be needed to pay benefits when current employees retire if: 1) the employer has a plan to make contributions based on an actuarial valuation that uses reasonable assumptions; 2) it is feasible for the employer government to keep making those contributions, given its economic circumstances; and 3) the employer government does, in fact, faithfully pay the full amount of its *actuarially determined contribution* (ADC) to the pension plan each year. To use another analogy from personal finance, the important thing is not so much the size of the mortgage on the house, as the size of the monthly mortgage payments and the homeowner's ability to make those payments given the homeowner's income.

Funding Progress. Another factor in evaluating the significance of an employer's NPO is the plan's *funded ratio*, which compares amounts accumulated in trust (*fiduciary net position*) to the employer's *total pension liability*.

Assume, for example:

Total pension liability	\$100
Fiduciary net position	(85)
Net pension liability	\$15

The *funded ratio* in this case would be 85 percent ($\$85 \text{ fiduciary net position} / \$100 \text{ total pension liability} = 85 \text{ percent}$).

The funded ratio is a widely quoted metric for assessing the soundness of pension funding. When considering the funded ratio, however, context is important. Assume, for instance, the following facts:

	Funded Ratio	
	Pension Plan A	Pension Plan B
2016	80 percent	85 percent
2015	79 percent	87 percent
2014	77 percent	90 percent
2013	74 percent	92 percent
2012	71 percent	93 percent
2011	70 percent	95 percent

If a reader considered only the current year's funded ratio, Pension Plan B, with 85 percent funding, is clearly in the better funded position. However, an examination of trends over the past five years offers a very different perspective. The funded ratio for Pension Plan B has been steadily declining during the five most recent years (even though it is still ahead of Pension Plan A), whereas just the opposite has been happening for Pension Plan A. Consequently, those interested in pension plan funded ratios should consider trends over time in making their assessment. While a plan's funded status today is important,

the *speed* and *direction* of change are equally important.

The funded ratio is a widely quoted metric for assessing the soundness of pension funding. When considering the funded ratio, however, context is important.

Funded Contributions. All accepted actuarial funding methods will generate actuarially determined employer contribution amounts sufficient to provide all the resources needed to pay promised benefits on time if the underlying assumptions hold true. Consequently, if employer contributions are actuarially determined, employers should be contributing that full amount each year to the pension plan. Required supplementary information (RSI) that immediately follows the notes to the financial statements provides trend information on actuarially determined contributions and actual employer contributions for the current year and previous years. A pattern of 100 percent funding should be the norm. ■

STEPHEN J. GAUTHIER is director of GFOA's Technical Services Center in Chicago, Illinois.

This article draws on GFOA's recent publication: Interpreting Local Government Financial Statements: How To Avoid 25 Common Mistakes, which was released earlier in 2016.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE CITY'S NEEDS

WHEREAS, Surplus Property means tangible personal property recorded as a capital asset that is no longer needed by the city; and

WHEREAS, the 2008 Chevy Flatbed was proposed to be replaced by a newer or more functional flatbed truck during the 2018/2019 budget process; and

WHEREAS, the minimum disposition price for the equipment was established at around \$10,000 and the replacement cost was estimated to be about \$40,000 during the same budget process; and

WHEREAS, the City of Waldport is negotiating with a local commercial vendor to purchase a used vehicle and trade in the surplus City vehicle with a net purchase price that should be equivalent to the budgetary estimates; and

WHEREAS, an exception would need to be made to the City's Financial Management Policy as no published notice would be required in order to complete the negotiation if it is satisfactory;

NOW THEREFORE, the City of Waldport hereby declares that the following property surplus:

Original Value	Year of Acquisition	Property Description	Minimum Acceptable Price
\$27,429	2008	'08 Chevy Flatbed Title #0826744308	Approx. \$10,000

AND FURTHER, that a notice would not need to be published, if the trade-in price meets the minimum disposition price estimate.

PASSED 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

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

TITLE OF ISSUE

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

REQUESTED BY

City Manager and City Planner

November 8, 2018

FOR MEETING DATE

SUMMARY OF ISSUE

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

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

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

STAFF RECOMMENDATION or ACTION REQUESTED:

City Council approval of the attached Local Agency Agreement.

LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
State Delivered Federal Project
US101: SW Waziyata Street – SW Maple Street (Waldport)
City of Waldport

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

RECITALS

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

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

TERMS OF AGREEMENT

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

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

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- c. If Agency fails to provide payment of its share of the cost of the Project.
- d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

12. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

13. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.

14. Indirect Cost Rate.

- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
- b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

15. **Americans with Disabilities Act Compliance:**

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

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

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

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

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

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

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

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

Signature Page to Follow

CITY OF WALDPORT, by and through its
elected officials

By _____
Title

Date _____

By _____
Title

Date _____

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

By _____
Agency Counsel

Date _____

Agency Contact:

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

State Contact:

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

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Roadway Manager

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Local Program Lead and
Consultant Project Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map

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



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

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

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

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

PROJECT FUNDING REQUEST

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

FINANCE

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

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

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

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

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

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

DESIGN STANDARDS

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

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

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

PRELIMINARY & CONSTRUCTION ENGINEERING

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

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

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

Disadvantaged Business Enterprises (DBE) Obligations

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

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

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

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

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RIGHT OF WAY

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

RAILROADS

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

UTILITIES

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

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

GRADE CHANGE LIABILITY

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

MAINTENANCE RESPONSIBILITIES

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

CONTRIBUTION

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

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

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

ALTERNATIVE DISPUTE RESOLUTION

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

WORKERS' COMPENSATION COVERAGE

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

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

47. Agency certifies by signing the Project Agreement that:

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

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

CITY COUNCIL MEETING – November 8, 2018

CITY MANAGER REPORT

1. Financial Report

Last month's summary is attached.

2. Lincoln County Sheriff

Attached is the first report from the Sheriff's Office.

3. City Council Meetings – Live Streaming

Information Station has offered to live stream the Council meetings.

4. Alsea Bay Interpretive Center

Staff and Council subcommittee (Mayor Woodruff and Councilor Cutter) are meeting with ODOT on November 6th to discuss the property.

5. Transportation System Plan (TSP)

A main task for the City is to identify members of the Project Advisory Committee, which will first meet in January 2019. The PAC will attend and provide comments at four meetings in 2019 and review draft memos prior to the PAC meetings. Staff suggests eight members, and the City Planner and I have identified the following preliminary list for consideration by Council:

DRAFT PROJECT ADVISORY COMMITTEE (PAC) REPRESENTATIVES:

1. City Councilor
2. Planning Commissioner
3. Pedestrian/Trail Advocate
4. Cyclist Advocate
5. Port of Alsea
6. Chamber of Commerce
7. Citizen/Resident
8. At-Large (LCSD, Sheriff's Office, County, Other)

* Project Management Team will participate in the PAC meetings bringing the total to 13 people.

More information, and the first technical memorandum, will be presented at the December City Council meeting – not November as mentioned last month (staff, i.e., me, read the schedule wrong).

6. *Mid-Coast Water Conservation Consortium*

The City was asked to participate in a group that would be applying for a grant from Oregon Water Resources Department for water conservation along the coast. We have been advised that this project does not fit within the grant guidelines, so an IGA may be considered as a possible option for participation.

7. *Disc Golf Course*

Work continues at the "Red River" disc golf course, geographically named as eight of the eighteen holes either cross it or are adjacent to it, and Red River is the City's historical domestic water source.

Staff and our advising disc golfer, Jason Nehmer from Central Coast Disc Golf Association, again walked the course, with specific interest on Hole 12, which is the hole brought up at the last Council meeting by local resident and citizen April Swift. Initially, the basket location was fairly straight in a southerly line, and after considering the neighbor concerns as voiced a while back, it has already been moved approximately 50 feet from its initial location, creating a "dogleg right" as it comes uphill from the south to the west. This new location is approximately 150 feet from the residential area. The basket is now located above and to the east of a dense area with difficult topography and is not practical to move it farther west. However, we have identified a so-called "mandatory tree," an alder, that players must shoot to the right of. This will force players away from Hill Street and towards the west, rather than east towards the residences. We may also add some signs advocating that players be mindful of neighbors.

8. *"Open Space"*

The agreement is fully executed and recorded. The City of Waldport is now the owner of the former Waldport High School site.

9. *Economic Development Alliance*

I will be attending the fall meeting in Toledo, on November 7th.

City of Waldport

PO Box 1120, Waldport, OR 97394

Phone: (541) 264-7417

Email: finance@waldport.org



FINANCIAL REPORT FOR PERIOD ENDING OCTOBER 31, 2018

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

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

Funds	General, Community	Street, Road District	Urban Renewal	Public Works	Water	Wastewater	Totals
Operating Revenues	148,211	41,646	-	319,373	213,257	213,582	936,070
Operating Expenses	417,622	61,720	11,819	310,489	174,565	165,830	1,142,047
Net Operations	(269,411)	(20,074)	(11,819)	8,884	38,692	47,751	(205,977)
Capital Revenues	2,707	-	2,519	-	159,858	35,782	200,866
Capital Outlays	22,549	-	2,064	-	238,151	22,813	285,577
Debt Service	86,053	-	-	-	6,248	-	92,301
Net Capital	(105,895)	-	456	-	(84,542)	12,969	(177,012)
Net Revenue (Loss)	(375,306)	(20,074)	(11,364)	8,884	(45,850)	60,720	(382,989)
Beginning Balances	727,753	254,179	237,511	152,331	216,639	390,943	1,979,356
Ending Balances	352,446	234,105	226,147	161,215	170,789	451,664	1,596,366
Net Revenue (Loss)	-52%	-8%	-5%	6%	-21%	16%	-19%

REVENUE HIGHLIGHTS

Governmental operating revenues are low because roughly 80% of property taxes are received in November.

The General fund received franchise taxes of \$14,554 and quarterly transient lodging taxes of \$54,413.

The Street fund received state gas taxes of \$14,035 for the month of September.

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

	YTD Usage	YTD Billings
Water		
Residential	24,697	172,995
Commercial	5,399	35,890
Multiple Dwelling	3,559	23,583
Total Water	33,655	232,469
YTD for Last Year	34,871	217,758
Current Year / Last Year	97%	107%

	YTD Usage	YTD Billings
Wastewater		
Residential	11,160	130,139
Commercial	4,298	48,763
Multiple Dwelling	3,375	39,743
Total Wastewater	18,833	218,645
YTD for Last Year	19,385	206,625
Current Year / Last Year	97%	106%

EXPENDITURE HIGHLIGHTS

General fund paid Emerald CPA Group \$18,500 for audit services.

Public works labored on trail maintenance in October.

Water fund paid Ferguson \$4,497 for waterline materials.

Public Works Internal Services	YTD Billings	% of Total
Water Plant	78,028	25%
Distribution	50,983	16%
Wastewater Plant	79,223	25%
Collection	36,823	12%
Streets, Storm	33,736	11%
Other Projects	38,135	12%
Total	316,928	100%

CAPITAL PROJECTS OVERVIEW

Capital Outlay Projects	YTD Activity	Project to Date	Project Budget
Crestline Park Improvements	-	-	30,700
Disc Golf Course	22,549	23,971	24,000
Transportation System Plan	-	-	187,500
Waziyata Beach Access	-	4,283	52,706
Crestline Drive Improvements	-	-	45,000
Norwood Curve Assessment	-	-	15,000
Crestline Sidewalk Design	2,064	2,064	15,000
Wastewater Infrastructure to IP	-	13,920	150,000
Way Finding / Port / Beach Access	-	-	25,000
PW Vehicles, Equipment	-	-	89,000
2MG Reservoir Rehabilitation	91,732	521,198	479,466
√ Eckman Creek Flood Repairs	20,889	52,289	163,127
McKinney Slough Waterlines	104,253	433,691	464,000
Water Master Plan	21,277	40,395	75,000
Water Rights	-	71,613	-
Waterline Tie In (Skyline/Chad)	-	-	10,000
Grinder Station Rehab	-	-	60,000
Inflow & Infiltration Mitigation	774	53,891	83,891
Pump Station Upgrades	-	-	53,000
Wastewater Master Plan	2,059	13,032	75,000
√ WWTP Electronic Actuators	19,981	19,981	20,000
Totals	285,577	1,250,328	2,117,390

√ Completed projects

Waldport's Disc Golf Course is nearly complete. Angell Job Corps will install baskets and then just need signage.

Waziyata Beach Access construction is scheduled for November.

Pave NW did a levelling overlay on Crestline Drive to smooth sunk grades. A guard rail will be installed in Nov, and a slurry seal in the spring.

The arbitrator for the 2 MG reservoir found claimant entitled to an award!

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

Water rights involves moving the Southworth Creek point of diversion (POD) and updating the Water Management and Conservation Plan when required.



Lincoln County Sheriff's Office

Sheriff Curtis L. Landers

LINCOLN COUNTY SHERIFF'S OFFICE

WALDPOR T NEWS BRIEF

OCTOBER 2018

SHERIFF OFFICE NEWS

Starting this November the Lincoln County Sheriff's Office will be providing the Waldport City Council with monthly updates on Sheriff's Office activities within the City of Waldport. The focus will be to provide information on trends, types of calls our deputies are working on, traffic enforcement and any other Sheriff's Office news of interest. This News Brief should be viewed as a customizable document, which can be adaptive to the needs of the City Council. The first News Brief will give statistical data for the entire calendar year, but future Briefs will be limited to the previous month.

The Sheriff's Office is currently fully staffed with patrol deputies. Three deputies are in our Field Training and Evaluation Program (FTEP), which on average takes nine months to complete. Two of our three new deputies were hired with no previous law enforcement experience. They are both examples of deputies that need to attend the 16-week Police Academy in Salem, Oregon and the full nine months of training. They are expected to achieve solo status in spring, 2019. One of our recent hires was a lateral deputy from Clatsop County Sheriff's Office in Astoria. Deputy Siscilee Gouge has five years of patrol experience and we expect her to achieve solo status in late November, 2018.

The Sheriff's Office changed our School Resource Deputy (SRD) over the summer from Sr. Deputy Barry Bruster to Deputy Dalynn Shinholster. Deputy Shinholster has a strong record of accomplishment when it comes to working with the youth in our communities. Deputy Shinholster was the first ever, Basic Police Academy Student to receive the Department of

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www.lincolncountvsheriff.net



Lincoln County Sheriff's Office

Sheriff Curtis L. Landers

Public Safety Standards and Training (DPSST) micro grant to be used to strengthen the bond between the community and law enforcement. Deputy Shinholster used the grant money to sponsor a bike rodeo for children, along with a bike helmet giveaway, National Night Out, self-defense classes for citizens, Coffee with a Deputy and a Halloween costume dress rehearsal to ensure the children's costumes were safe before heading out to trick or treat. All of these things, plus an extremely strong work ethic, earned Deputy Shinholster the 2017 Deputy of the Year award. Deputy Shinholster will spend approximately half her workweek in the Waldport Schools.

Sheriff Landers authorized the reformation of the SWAT team in response to the recent number of high-risk calls around the county, state, and nation. The focus of the SWAT team is mitigating threats to life and safety for all those involved in the call; to include citizens, responders, and suspects. SWAT members bring with them specialized skills, training and equipment to safely resolve dangerous situations that have exceeded the capabilities of the standard patrol shift. SWAT will work closely with schools and event planners to develop emergency response plans for a number of contingencies.

CALLS FOR SERVICE

During the calendar year 2018, the Sheriff's Office responded to or initiated 1903 calls for service in the City of Waldport. To compare that to the full year of 2017, the Sheriff's Office responded to a total 2398 calls for service (I have attached a spreadsheet, which shows the types of calls our deputies are responding to). Of the 1903 calls, 62 resulted in full custody arrests and the suspect being lodged in the Lincoln County Jail.

TRAFFIC OFFENSES

The City of Waldport requests traffic offenses, which occur inside the city limits, be issued into Waldport Municipal Court. There have been 182 citations year to date (I have attached a spreadsheet to show the location of the traffic offence). There were an additional 10 arrests made for Driving Under the Influence of Intoxicants.

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Lincoln County Sheriff's Office

Sheriff Curtis L. Landers

TRENDS

To identify trends in the City of Waldport, I used a combination of statistical information and firsthand knowledge from Patrol Sergeant Abby Dorsey. Sgt. Dorsey has worked for the Sheriff's Office for 20 years with most of that time in South Lincoln County and Waldport. Looking at the statistics there are very few reported incidents of violent crime, with seven reported assaults. There was an armed robbery at a bank that resulted in an arrest. Most crimes involving violence are a result of a domestic disturbance, with 36 reported for the year.

There were 21 reported Disturbance calls. Sgt. Dorsey confirmed the vast majority of this type of call involve drugs and/or alcohol.

In regards to property crimes, this is an area consistently generates calls. For 2018, there were a total of 49 theft reports and 9 burglaries (burglaries are crimes that occur inside a residence or other building).

OCTOBER 2018

Several notable events occurred in October. A passenger vehicle crossed over the centerline on Crestline Drive and collided with a fully loaded school bus. Several children were injured to include a broken nose and a concussion. The male driver of the suspect vehicle sustained serious injuries and was transported to Corvallis via Life Flight. The Sheriff's Office called out the Inter-Agency Crash Team and a Crash Reconstructionist to complete an extremely complex scene diagram. The suspect was believed to be impaired at the time of the crash and this investigation remains on-going.

A vehicle fire was reported in the parking lot of the Four Square Church on the corner of Hemlock and Bay. The investigation revealed the cause of the fire was Arson. This case remains under investigation with no suspect(s) identified. No other similar fires have occurred.

There were two driving under the influence arrests made. One involved a female suspect that was involved in a crash in Ray's parking lot. The second was called in as a driving complaint. The male suspect was located and arrested, charged with DUII, Reckless Driving and Criminal Mischief.

A male suspect was arrested and charged with Criminal Mischief and Theft after he broke into an Alsea Cable, cable box and ran a coaxial cable to his home.

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**Waldport Public Library
Board of Trustees
Minutes of Regular Meeting October 9, 2018**

Members Present:

Brian Fodness, Chair
Shirley Hanes, Vice Chair
Jed Hansen
George Sisikin
Gary Hodges

Others Present:

Sue Bennett, Library Director
MaryKay Dahlgren, District Librarian

Members Absent:

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

First item of business was to welcome two new members; MaryKay Dahlgren the new District Librarian for the Lincoln County Library District.

Ms Bennett added an item to the agenda under new business.

Minutes: The minutes from the August meeting were approved unanimously.

Financial Report: The financial report was reviewed and the budget is on track.

Committee Reports: No Report from the Friends of the Library but Sue Bennett provided an overview of their upcoming activities.

Director's Report: Ms. Bennett provided a review of the summer programs for the youth and adults. Attendance for the summer programs were up considerably. We are now evaluating the summer program as we plan for next summer.

Adult craft night continues to grow.

Old Business:

New Business: Ms. Bennett announced a new group, Teen Advisory Board (TAB) starting in September. The board is made up of middle school to high school students including home schoolers. The board will run according to Robert's Rules of Order, have elected positions, and provide recommendations and meeting minutes to the library board. TAB will teach the participants leadership skills and provide input into teen library programming.

Board Members concerns:

Actions or Recommendations to the City Council:

Public Comment: None.

Announcements: None.

Next Regular Meeting: October 9, 2018 at 9:30 a.m.

Adjournment: Mr. Fodness adjourned the meeting at 10:08 a.m.

Director's Report
October 2018

Programs

October Programs

October was a very busy month for programming. In addition to our ongoing programs, we held a Teen Screen night for the teens complete with a monster mash and haunted stacks and had approximately 100 in attendance.

The Teen Advisory Board (TAB) began meeting this month and will continue to meet the 2nd and 4th Wednesday of the month. The TAB group is planning a Thanksgiving feast for the teens in November.

The RC Club is meeting the first and third Wednesday of the month and is averaging 10 kids per day. We have acquired a few more cars that are a little different from the cars the RC camp built this past summer which allow them to learn how to drive a different style of car. We are contacting vendors for donations of additional parts and batteries for the cars.

We now have 34 elementary and middle school kids enrolled for the math program. We had 81 people in to just work on math as part of the program.

We had our second Family fun night October 29th and was very successful again. The kids had a variety of games stationed throughout the children's area.

The adult craft night again had 34 attendees. Karen Hindreckson taught the class needle felting and the group created jellyfish and pumpkins. Karen will be back in December to teach the group to make Christmas trees and snowmen.

Poetry group decided they would not hold meetings during the winter and will try again in the Spring.

Future Programs

Calendars are attached for November. The library will be closed November 12th for Veterans' Day and November 22nd and 23rd for Thanksgiving. The library is displaying a special exhibit for the Veterans.

Miscellaneous

We have purchased two new printers to replace a couple of printers that have worn out. The public computers have a couple of small older monitors that we would like to change out for a little larger monitor after the first of the year.

The Director attended a conference at the Driftwood Public Library in Lincoln City. The attendees were from the libraries in Lincoln County and Tillamook County. The directors from the libraries in the two counties met to discuss the possibility of having a shared catalog to better serve our patrons throughout the two counties. All agreed that it is something they would like to see changed but may take a few years to accomplish.

460 Hemlock-Waldport, OR--541 563-5880--waldportlibrary.org--Facebook

WALDPOR LIBRARY YOUTH EVENTS

N₁ O₁ V₄ E₃ M₃ B₃ A₁ E₁ R₁

Hands-On Thursday
November 8, 10 a.m.
Misty says,
"What is your
skill or hobby?"
& Resources w/
Barbara
Fischer--
Waldport Library

RESOURCES

Hobbies

Hands-On-Thursdays
10 a.m.

Weekly hands-on projects for families.
Home Scholars welcome. Thursdays at 10 a.m.
Projects--Books--Snacks--Friends

Charlie Brown
B U F F E T
& Games
Middle
&
High School
Advisory Board
Mon., Nov. 19
5- 7 p.m.

Baby Story Time
Wednesdays @ 10 a.m.
From birth - two years old

1000 BOOKS
Before Kindergarten
Waldport Library

Sun Mon Tue Wed Thu Fri Sat

Hands-On
Thankful
Centerpieces
10 a.m.

Hands-On
Hobbies
Resources
10 a.m.

Hands-On
Annual
Fill The
Food Basket
Day! 10 a.m.

Hands-On
ABACUS
& How it
Works
10 a.m.

Baby Hands
to Love-10 a.m.
RC CAR CLUB
3:00 P.M.

Five
Silly
Turkeys
10 a.m.

Thankful
Babies-10 a.m.
RC CAR CLUB
3:00 P.M.

Jingle
Bell Baby
10 a.m.
T.A.B.
4:15

11-12
Veterans
Day
Silly WE'RE
CLOSED

19
Charlie Brown
Buffet
& Games
for Teens
5- 7 p.m.

Anytime is
storytime
Just ask!
Afternoons 3-5 p.m.

RC CAR CLUB
1st & 3rd Wednesdays
3 P.M.

10

Help Fill
THANKSGIVING
FOOD BASKETS
Canned & Packaged
FOOD
for Children, Seniors & Families
in South Lincoln County

24



LEGO'S
& MATH
GAMES
Hours 12, 9
16 & 30
3 P.M.



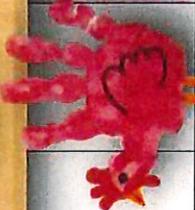
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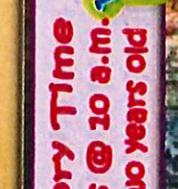


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27



In December:
-Children's
Book Drive
-12 Days of
Holiday
Crafting



November Waldport Library Adult Events 2018



—Sun, Nov. 4, 2:30 p.m.—
Annual Friends of the
Waldport Library Meeting
(before Author talk),
Waldport Community
Center, 265 NW Hemlock St.

—Sun., Nov. 4, 3 p.m.—The
Friends of the Waldport
Library present “Life Lessons
From a Complete Flop” by
Award-winning Oregon
Author-Columist-
Storyteller, Journalist, Bob Welch. Refreshments served.
Waldport Community Center, 265 NW Hemlock St.

—Tues., Nov. 6, 6:30-8 p.m.—Waldport Library Knitting &
Fiber Group. Contact Laura Mayer, 541 867-4920,
laumgys573@gmail.com

—Mon., Nov. 12—CLOSED for Veterans’ Day Observance.

—Thurs. Nov. 22 & Fri., Nov 23; CLOSED for
Thanksgiving observance.

—Mon., Nov. 26, 10:30 a.m.—Waldport Book
Club—This month’s book is: The Song of Achilles.
A Novel by Madeline Miller.

—Thurs., Nov. 29—Adult Craft Night: Free pro-
gram. Wrapped wire and beaded Tree of Life with
Sue Bennett. Supplies provided.

Sun	Mon	Tue	Wed	Thu	Fri
				1	
		Knit & Fiber Group 6:30-8 p.m.		8	
	5				
4 Friends of the Waldport Library Annual Mtg., 2:30; and Bob Welch Author Book Talk, 3 p.m.; Waldport Community Ctr.					
11	12 Veterans Day CLOSED	13	14	15	16
	19	20	21	22 Give Thanks	23 Sazzy We're CLOSED
	26 Waldport Book Club 10:30 a.m.	27 Adult Craft: Wire & Bead Wreath of Life w/Sue Bennett.	28 Sazzy We're CLOSED	29 Sazzy We're CLOSED	30

In December:
-Children's Book Drive
-Holiday Craft Days



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

Date	Application/ Activity	Applicant	Zoning	Tax Map/Lot Location	Description	Status
10/17/18	On-site Waste Management Permit	Patterson Ridge LLC	RR-2	13-12-36AB/1200 Parcel 4 Fernwood Ln	Site evaluation for new septic system	Approved 10/19/18

Additional Information:

Vista View Planned Development: The Vista View Planned Development (34-lot planned development at the south end of Norwood Drive) was remanded back to the City from the Oregon Land Use Board of Appeals (LUBA). The LUBA remand requires additional information and Findings regarding impacts of storm drainage from the proposed development. The public hearing with the City Council to consider this is tentatively scheduled for December 13, 2018.

Waldport Development Code Amendments: The Planning Commission will conduct public hearings on 7 of 12 proposed amendments to the Waldport Development Code on December 3, 2018. Following public testimony and Planning Commission deliberation, the Commission will forward their recommended amendments to the City Council. The City Council will hold public hearings to consider adoption of the proposed amendments. The City Council public hearings are anticipated to occur in February 2019.

The 7 proposed amendments address the following:

- Mobile Vending regulations
- Conex or Other Metal Container regulations
- Livestock regulations
- Downtown District Zone (D-D)
- Notification of Land Use Applications
- Appeal Timing and Proceedings
- Subdivision and Planned Development Time Limits

"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 -

November 5, 1918

The Common Council of the City of Waldport met for business at the usual time and place. Those present: Isaac Banta; E.F. Gillette; Marion Ruble; and F.R. Overlander.

Reading of the minutes of the last 6 meetings read, 5 being special meetings, read and approved.

Bill of Isaac Banta for Marshall for the months of Sept & Oct. - \$20, presented. The bill was allowed. Voted by roll call, all yes.

Isaac Banta pleaded guilty of having struck Ellis Schemelfleming, paid his fine of \$10 to the City Recorder.

Bill of Daisy Overlander for services as City Recorder for the months of Sept. & Oct., \$10, was allowed. Voted by roll call: Isaac Banta - yes; E.F. Gillette - yes; Marion Ruble - yes; F.R. Overlander - yes.

Motion made to instruct Marshall to buy rope for fire bell. Voted by roll call: Isaac Banta - yes; E.F. Gillette - yes; Marion Ruble - yes; F.R. Overlander - yes.

Clerk was instructed to write to Mr. Howell for instructions about election.

Motion made to adjourn.

Daisy A. Overlander, Recorder

Council Chambers, Waldport, Oregon, November 11, 1943

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

The minutes of the previous meeting were read, and approved after it had been voted that the paragraph re charges against the Recorder be stricken from the minutes as per motion of Councilman Fulp, 2nd by Dey.

It was moved by Councilman Fulp, 2nd by McMillin that bills approved by Finance Committee be passed and warrants be drawn on the Treasurer for the respective amounts.

The following communications were read: Oregon State Defense Council to the County Coordinator re Salvaged Army Trucks; Oregon State Board of Health to Coast Guard Medical Officer at Newport re Waldport water supply; and one to Mayor Goodman from Ken Banister re expense of drain-ditch.

Upon the motion of Councilman Fulp, 2nd by Dey the council voted the Recorder should make application for one of the salvaged vehicles.

It was moved by Councilman Fulp, 2nd by McMillin that the letter from Board of Health be

turned over to City Engineer Ambler and a thorough investigation of conditions named in said letter be made for Council's information. Carried.

The Recorder was instructed to make proper reply to the Bannister letter. After lengthy discussion of change in water rates it was decided the Water Committee should make further study of question and report at next meeting.

The question of removing the cans shading the street lights was discussed at considerable length. Councilman Dey moved, 2nd by Fulp, that street lights remain as they now are indefinitely. So ordered.

No further business appearing the Council adjourned until the next regular meeting, Thursday, Dec. 2nd, at 8 P.M.

H.L. Kelly, Recorder

Leo Goodman, Mayor

Council Meeting, November 7, 1968

Roll call: Mayor Rolph (absent), Pro-tem Mayor Joe Bird, Councilmen Grier, Pankey, Kauffman, Seaman, Boydston; Superintendent Halversen, Assistant Superintendent Becker, Engineer Cullen, Police Chief Sloan, Attorney Hollen, Recorder Berger.

On motion made by Councilman Seaman and seconded by Councilman Boydston, accepting the canvass of votes from the November 5, 1968 election, as read. Motion carried.

Motion made by Councilman Seaman and seconded by Councilman Pankey, accepting the minutes and all reports as presented. Motion carried.

Street Committee report, by Councilwoman Kauffman. Recommending that Strawberry Lane be opened and made a one-way street, as residents complained of cars using private drives to turn around, and they find this disturbing. Rock should be replaced in front of the High School, Mill Street, by the School District. Two complaints on garbage behind Iron Kettle, Mr. Dahl was present and stated he was instructed to clean this up the following day. PUD was informed to install two more street lights. Water pipe at school crossing has been barricaded. On motion made by Councilman Seaman and seconded by Councilman Grier, Recorder mail letter to Lincoln County School District, asking them to replace rock and repair street (section or part disturbed), Councilwoman Kauffman to dictate letter. Pro-tem Mayor asked the Street Committee (Councilman Kauffman, Pankey and Grier) to present complete report on costs of opening Strawberry Lane at the next Council meeting.

On motion made by Councilman Seaman and seconded by Councilman Boydston, granting liquor dispensing licenses to the following: 1) Silver Tavern; 2) Grady's Y Market; 3) Old Town Tavern; 4) Happy Landing. Motion carried. On motion made by Councilman Seaman and seconded by Councilman Boydston to accept two new liquor license applications: 1) Iron Kettle - Bob Stumpff, Manager; 2) Sea Squire - Donald and Beryl Atkinson, Managers. Motion carried.

The Finance Committee, Councilmen Boydston, Kauffman and Seaman, should contact the City's insurance agent and receive a complete report on City's liability insurance, and make a report at next regular Council meeting.

Sewer report by Councilman Seaman. 1) Received letter from the Oregon State Sanitary Authority, stating they are in agreement with the five recommendations contained within the report and encourage the City to embark on the construction program. 2) Ask the Council to pass resolution, asking funds from HUD to prepare final engineering plans, working drawings, and specifications for the construction of proposed sewage treatment plant, and sewer lines. On motion made by Councilman Seaman, and seconded by Councilman Grier to adopt Resolution and mail to HUD. Motion carried.

The access trail from the Burt Gainer home to the nearest fire hydrant was referred to the

Street Committee, Councilmen Kauffman, Pankey, Grier. Will make report at next regular Council meeting.

On motion made by Councilwoman Kauffman and seconded by Councilman Seaman, granting a five-year lease, renewing the garbage franchise with the changes as presented to the Council. Motion carried. (Recorder mail copy to City Attorney to have new franchise drawn up)

Vacation of Starr Street. Mr. Norton said he will at the developer's expense post and publish notices of public hearing. On motion made by Councilman Seaman and seconded by Councilman Boydston to go ahead with Resolution, and calling a special meeting Monday, December 19, 1968 at 8 p.m. for the public hearing. Motion carried. Attorney Hollen stated the City must get a written appraisal before the hearing - City will have to pay for this, the cost added to the appraisal, also the City will have to adopt an Ordinance stipulating any and all restrictions. This Ordinance was referred to the Street Committee (Councilman Kauffman, Pankey and Grier) and they should work with Attorney Hollen. City should have on file a copy of consents (Engineer Cullen). Sidewalks, variance and zone change were discussed.

Recorder should write (on instruction from Engineer Cullen) Worthington Associates for a set of certified copies of the original water plans and specifications, for City records.

The 50-foot street on Mr. Claude Stout's property was discussed and referred to the Street Committee (Councilmen Kauffman, Pankey and Grier) and Superintendent Halversen, report at next regular Council meeting.

Final plat of Crestview Hills #2 up for approval. Attorney Hollen said the letter of intent which the Lincoln Enterprises wrote the City is not good, City must have performance bond or cash, or complete the work on street. Engineer Cullen will contact Pat Ball and explain the situation and ask that a special meeting be called, if necessary. Motion made by Councilman Seaman, motion withdrawn.

Motion made by Councilman Seaman and seconded by Councilman Boydston that the Recorder write a letter to the Scout Leader, asking that the newspapers be taken care of, as complaints have been received that they blow all over the neighborhood. Motion carried.

Engineer Cullen will check out the water line and easements on the McElroy property, Eckman's Lake. Report at next meeting. (Recorder call Title and Trust Co.)

Crosswalk on Highway 101 from Iron Kettle to Alsea Manor - insurance company asking for minutes and Resolution, as accident occurred in this crosswalk. On advice from City Attorney, insurance company should get their information from the State Highway Department on this crosswalk. (Recorder write insurance company, stating advice from attorney.)

Councilman Pankey asked that an addition be added to the City fire hall, 33 feet long and 18 feet wide. The cost was estimated at about \$2,500.00. Would like to have this started now, so there will be room when the new fire truck arrives. On motion made by Councilwoman Kauffman and seconded by Councilman Grier to grant request for extension of fire hall. Finance Committee (Councilman Boydston, Kauffman and Seaman) should check to see from what fund this money can be taken. Motion carried.

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

Meeting adjourned by Pro-Tem Mayor Joe Bird.

Pro-tem Mayor Joe Bird

Recorder Sophie V. Berger

November 30, 1993 Council Minutes

Roll Call: Mayor Fred Boehme; Council President Pat Tryon; Councilor Matt Pompel, Ken Train, George Russell, Jan Hansen, John Atkinson; City Attorney David Gordon; City Labor

Negotiator Mike Snyder.

Minutes: Mayor Fred Boehme convened a special meeting of the Waldport City Council.

Councilor Hansen moved that Council President Pat Tryon be Clerk of the Council Pro Tem due to the resignation of the City Recorder. Councilor Pompel seconded and the motion carried unanimously.

Councilor Pompel moved that Resolution 735, pertaining to signatures on Municipal checking accounts be adopted. Councilor Train seconded and the motion carried unanimously.

An executive session was called by Mayor Fred Boehme under ORS 192.660(1)(d) with the possibility of reconvening the special meeting of the Council subsequent to the executive session. There being no reconvening of this special meeting after the executive session, the meeting was adjourned.

David M. Gordon, City Attorney