

**WALDPORT CITY COUNCIL
NOVEMBER 12, 2015
MEETING NOTICE AND AGENDA**

The Waldport City Council will meet at 2:00 p.m. on Thursday, November 12, 2015 in the City Council Meeting Room, 125 Alsea Highway to take up the following agenda:

1. CALL TO ORDER
2. MINUTES: *October 8, 2015*
3. PUBLIC COMMENTS/PRESENTATIONS
Request from Pacific Communities Health District Foundation
4. DISCUSSION/ACTION ITEMS
 - A) *Receipt of Annual Audit for FY 2014-2015*
 - B) *Review of Recent Changes in PERS*
 - C) *Consideration of Resolution Amending the City of Waldport Budget for FY 2015-16*
 - D) *Approval of Infrastructure Finance Authority Grant for Preparation of the Industrial Park Feasibility Study/Master Plan*
 - E) *Parks, Recreation and Trails Master Plan/Open Space*
 - F) *Committee/Commission Appointments*
 - 1) *Library Board - Gary Hodges*
 - 2) *Planning Commission - Steven Barham, Bernice Barnett, C. Kevin Quill, Barbara Davis, Jiah Quayle*
 - G) *Other Issues*
5. COUNCIL COMMENTS AND CONCERNS
6. REPORTS:
*City Manager**
Public Works Director
City Librarian
City Planner
Code Compliance Officer
7. GOOD OF THE ORDER
8. ADJOURNMENT

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

* Denotes no material in packet

Notice given this 6th day of November, 2015 - Reda Q. Eckerman, City Recorder

**WALDPORT CITY COUNCIL
OCTOBER 8, 2015
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 O'Brien, Gates, Christenson, Campbell, Cutter and Holland answered the roll. A quorum was present.

2. MINUTES: The Council considered the minutes from the August 13 Council meeting and the meeting summary from the September 10-12 Open Space Charrette meeting. Councilor Cutter **moved** to approve the minutes as presented. Councilor Gates **seconded**, and the motion **carried** unanimously.

3. PUBLIC COMMENTS/PRESENTATIONS:

A. Presentation by My Sister's Place: Ceci Pratt addressed the Council regarding Domestic Violence Awareness Month and the role of My Sister's Place in supporting victims of domestic violence, sexual assault and dating abuse.

B. Proclamation - Domestic Violence Awareness Month: Mayor Woodruff signed the proclamation.

Tom Cropper addressed the Council regarding the recent school shooting in Roseburg, noting that mental illness was not the sole cause of incidents such as this, but other factors such as upbringing also play a role. John Maré addressed the Council on behalf of the Trails Committee, thanking Public Works for the installation of new sturdy bannisters on the Woodland Trail.

4. PUBLIC HEARING - Appeal of Planning Commission Decision for Case File #1-PC-PD-15, Weber Investments LLC Application for Planned Development: At 2:12 p.m. Mayor Woodruff opened the public hearing, calling for bias, conflicts of interest and *ex parte* contact. Councilor Christenson noted that he had researched the Municipal Code, spoken with his neighbors regarding the application, accompanied his wife to the Planning Commission meetings, and had spoken as a citizen at those meetings, but felt that as a City Councilor he could render an unbiased opinion in the present hearing. Councilor Campbell indicated that he had contact with the appellants, had visited the property and had engaged in conversations regarding the application. Mayor Woodruff noted that she had talked to three Planning Commissioners and had walked the property in question. There were no objections to any member of the Council hearing the appeal.

City Manager Kemp gave the staff report, noting that this was an appeal of a Planning Commission decision to grant preliminary plan approval for a six-unit planned development to be constructed on 2.36 acres of property off of the Skyline Terrace cul-de-sac. The appellants had cited three main appeal issues: 1) that one of the tax lots in the proposed planned development was a tax lot in an existing subdivision, which they felt would create potential issues of litigation arising from conflicting CC&Rs; 2) that the proposed turn-around for the street failed to meet fire/safety accessibility standards; and 3) that the application had included a variance for a private road to access six houses on three lots, which they felt was in violation of the City's Municipal Code criteria governing private roads.

Proponents Presentation: Laurie Meredith, Joan Quill and Bernice Barnett read prepared statements into the record. Copies of those statements are included in the permanent meeting records for this meeting. There were no other comments.

At 3:08 p.m., Mayor Woodruff closed the public hearing and opened the City Council meeting for deliberations.

Deliberations: Discussion ensued regarding the three points of appeal. It was noted that the City was responsible only for ensuring that CC&Rs were in place for planned developments and subdivisions, not for enforcement of them. With regard to the fire/safety access issues, it was noted that this was a preliminary plan and when the time came for approval of the final plan, the Fire District would be asked to review and approve the engineered drawings prior to granting the request. As for the street standards, it was noted that modifications to the City's Code could be requested as part of a planned unit development. Following discussion regarding street width, parking, the options for sidewalks, curbs and gutters, and the proposed trail for pedestrian access, Councilor Cutter **moved** to uphold the Planning Commission's decision of preliminary plan approval of The Summit at Waldport Planned Development with a modification to the conditions of approval. The modification was to require a 28' paved drive with allowance for parking on the south side and a 5' asphalt trail on the north side all the way to the end of the hammerhead. Councilor Campbell **seconded**, and the motion **carried** unanimously. **Consensus** of the Council was to have Mayor Woodruff sign the findings once they have been drafted.

5. DISCUSSION/ACTION ITEMS:

A. Consideration of Petition for Vacation of Dream Harbor Phase 1 Planned Development: A copy of Ordinance No. 758 was distributed to the Council. Hearing no objections, Mayor Woodruff requested that the City Recorder read the ordinance in full into the record for the first and second readings. Councilor Cutter **moved** to approve Ordinance No. 758 as read. Councilor Holland **seconded**, and the motion **carried** unanimously.

B. Consideration of Adoption of Resolution for Update to Lincoln County Multi-Jurisdictional Natural Hazard Mitigation Plan: Councilor Cutter **moved** to approve Resolution No. 1205. Councilor Gates **seconded**, and the motion **carried** unanimously.

Due to the lateness of the hour, Agenda Items C, D and E were deferred to the next month's agenda.

6. COUNCIL COMMENTS AND CONCERNS: Councilor Christenson asked if it would be possible to increase the visibility of the median strip at the intersection of Highway 101, Starr Street and Norwood Drive, as it was difficult for drivers to see, especially after dark. Public Works will look at the issue. No other concerns were noted.

7. REPORTS: The written reports from the Public Works Director, City Librarian, City Planner and Code Compliance Officer were included in the packet materials. City Manager Kemp gave a brief report, noting that the design charrette had resulted in a conceptual plan that would serve as a basis for future evaluation. The City has applied for grants for a feasibility study and a master plan for the Industrial Park, and was successful in receiving a State grant for an update to the parks, recreation and trails master plan. Additionally, due

to the resignations of Dave Gordon and Brian Egan, there were now two vacancies on the Planning Commission, which would be advertised. Mr. Gordon subsequently passed away, and Mr. Kemp and the City Council expressed their condolences to the family, noting that Mr. Gordon's previous service to the City had included positions as City Attorney, City Manager Pro Tem and most recently as Planning Commissioner.

8. EXECUTIVE SESSION: At 5:00 p.m. the Council adjourned into executive session, pursuant to ORS 192.660(2)(h), to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. City Attorney Gintner was present. The topic of discussion was the water tank rehabilitation project. At 5:31 p.m., the Council meeting was reconvened.

9. ACTIONS, IF ANY, FROM EXECUTIVE SESSION: None.

10. ADJOURNMENT: At 5:32 p.m., there being no further business to come before the Council, the meeting was adjourned.

Respectfully submitted,



Reda Q. Eckerman, City Recorder

APPROVED by the Waldport City Council this ___ day of _____, 2015.

SIGNED by the Mayor this ___ day of _____, 2015.

Susan Woodruff, Mayor



Mr. Kerry Kemp, City Manager
City of Waldport
P.O. Box 1120
Waldport OR 97394

September 14, 2015

Dear Mr. Kemp:

As you know, the Samaritan Pacific Health Services (SPHS) Waldport Clinic is moving to 920 SW Range and is slated to open on November 23. The Pacific Communities Health District Foundation is raising funds to buy a generator for the new Waldport Clinic and we are respectfully asking the City of Waldport to contribute \$10,000 towards its purchase. The total cost of the generator is \$30,000. Clinic providers and SPHS employees are contributing \$12,000 and we are asking area businesses and the fire department to contribute the final \$8,000.

The two primary reasons for building the new clinic are to move this community resource out of the tsunami zone and to create more space for new physicians, nurse practitioners and physician assistants. The new facility will be twice the size of the current clinic and include both x-ray and lab services. These additions will offer the community more convenient access to care.

The current clinic does not have a generator. When the electricity goes out, the clinic is forced to close, which we know is a hardship on patients. In addition, vaccines that are stored in the refrigerator are at risk, depending on the length of the outage. In the case of a tsunami or earthquake, the new location makes the Waldport Clinic a place of refuge for the area. The new generator will help to keep it operational during such an event. The generator will be fueled by diesel, which is easily transported, and, in the case of a disaster, can be siphoned from vehicles. According to Elijah Davis, the SPHS emergency management coordinator, diesel fuel has a proven track record in emergency preparedness efforts.

SPHS is contributing \$11,600 to create the infrastructure for the generator, as well as \$400,000 to furnish and equip the expanded facility. Unfortunately, the budget does not allow for the purchase of a generator at this time. Gerding Builders is the contractor and owner of the building that will house the clinic. SPHS will lease the facility from Gerding Builders and operate the clinic, just as it does in the current location. The generator is the property of the Pacific Communities Health District and if the clinic relocates again, the generator would move with it.

We would appreciate the opportunity to answer any questions you may have about the generator and the new clinic. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Ursula Marinelli".

Ursula Marinelli, Director Pacific Communities Health District Foundation
541-574-4745 – umarinelli@samhealth.org

cc: Mr. Kerry Kemp, City Manager
Mayor Susan Woodruff



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: The Annual Financial Report for fiscal year ending 6/30/2015

REQUESTED BY: City Manager

FOR MEETING DATE: November 12, 2015

SUMMARY OF ISSUE:

The Secretary of State prescribes the minimum standards for conducting audits of municipal corporations, preparing the resulting audit reports and expressing opinions upon the financial condition and results of operation for the period under audit (ORS297.465). A copy of the audit report shall be furnished to each member of the governing body. Other copies shall be furnished as are requested by the governing body or the managing or executive officer. The municipal corporation shall file one copy of its audit report with the Secretary of State.

ORS297.466 provides that the audit shall determine if the municipal corporation has, or has not, followed generally accepted accounting principles in reporting its financial condition and operations, established appropriate accounting systems and internal controls and substantially complied with legal requirements in conducting its financial affairs. The determination shall either be included in the signed expression of opinion or otherwise disclosed in the audit report.

Upon receipt of an audit report 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.

STAFF RECOMMENDATION or ACTION REQUESTED:

The auditor's report concludes with an unqualified opinion. No deficiencies were noted. The audit report will be posted on the city's website and filed with the Secretary of State. Upon review of the audit report and management letter, questions concerning information provided in this report or requests for additional financial information should be addressed to the City Manager.

Attachment: Expense Comparison with neighboring cities

**"Statement of Activities" expenses are compared with neighboring cities' audits
for fiscal year ending June 30, 2014 based upon population.**

Expense Comparison by population	Depoe Bay 1,410	Lincoln City 8,400	Newport 10,095	Toledo 3,485	Waldport 2,060	Yachats 720
General Government	218	699	260	598	227	1,091
Public Safety	-	521	596	584	177	13
Streets & Highways	106	294	152	78	152	218
Community & Recreation	70	355	294	144	140	139
Economic Development	37	-	180	-	5	-
Interest Expense	-	5	41	21	25	45
Water	388	442	325	236	243	733
Sewer	527	442	281	241	279	1,055
Airport	-	-	79	-	-	-
Harbor	452	-	-	-	-	-
Total	1,799	2,760	2,206	1,903	1,248	3,293



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION

TITLE OF ISSUE: PERS Recent Changes
REQUESTED BY: City Manager
FOR MEETING DATE: November 12, 2015

Summary:

State of Oregon Public Employee Retirement System (**PERS**) is well funded (96% in 2013) and managed by the State of Oregon. The City's pension funding for its employees has been well funded historically and appears as an asset in the Annual Financial Report (the audit) for fiscal year ending 2015. Waldport's PERS rates continue to be less than the state's rate pool and many other cities. Waldport's employee demographics have changed recently; the majority of current employees are under the lower rate plan (OPSRP). Recent changes are recapped for your information. For those who wish to attend, the PERS Executive Director will hold a Town Hall meeting at 169 SW Coast Hwy, Newport, on December 4th at 9am.

City of Waldport PERS rates	Jul - 2011	Jul - 2013	Jul - 2015
Tier I&II	8.74%	7.59%	8.83%
OPSRP	5.49%	2.84%	3.03%

Jul-15 PERS rates	Depoe Bay	Lincoln City	Newport	Toledo	Waldport	Yachats
Tier I&II	16.16%	13.62%	14.57%	9.38%	8.83%	13.86%
OPSRP	11.01%	7.10%	4.99%	2.13%	3.03%	7.56%

Background:

State of Oregon Public Employee Retirement System was created in 1945 to attract qualified and dedicated people to public service and provide fair retirement benefits for their service to Oregonians. There have been two major legislative changes since PERS inception, Tier 2 and OPSRP combined with IAP. IAP is a defined contribution plan; the other three plans are defined benefit plans. **Legislative changes have resulted in four different PERS retirement benefits, depending upon an employee's date of hire.**

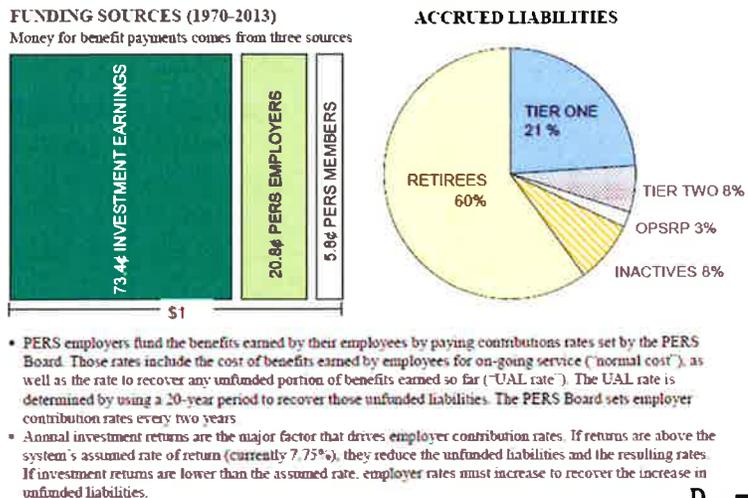
Benefit Component Comparisons

- Tier One: hired before January 1, 1996
- Tier Two: hired January 1, 1996 through August 28, 2003
- OPSRP: hired after August 28, 2003
- IAP: all active member contributions (6%) since January 1, 2004

	Tier One	Tier Two	OPSRP Pension	IAP
Normal retirement age	58 (or 30 years): Police & Fire = age 55 or 50 with 25 years	60 (or 30 years) Police & Fire = age 55 or 50 with 25 years	65 (58 with 30 years): Police & Fire = age 60 or 53 with 25 years	Members retire from IAP when they retire from Tier One, Tier Two, or OPSRP
Early retirement	55 (50 for P&F)	55 (50 for P&F)	55, if vested	Members retire from IAP when they retire from Tier One, Tier Two, or OPSRP
Regular account earnings	Guaranteed assumed rate credited annually	No guarantee: market returns	Not applicable: no member account	No guarantee: market returns
Retirement calculation methods	• Money Match • Full Formula • Formula + Annuity (hired before 8/21/1981)	• Money Match • Full Formula	• Full Formula	Not applicable

According to PERS, 22 years was the average years of service at retirement for 2013. The average annual benefit for 2013 retirees was \$33,489 (50% replacement rate of final salary). Lincoln County had 1521 PERS retirees in 2013 receiving an average annual payment of \$26,084. According to a PERS Economic Impact Study in 2013, PERS benefit payments have a significant, positive impact on Oregon's economy. The study found that \$3.2 billion in annual benefit payments to PERS retirees living in Oregon provided \$3.8 billion in total value to Oregon's economy and that PERS benefit payments supported an estimated 34,712 Oregon jobs.

Benefit Funding and Accrued Liabilities



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The major funding source (73.4%) of PERS benefits is investment earnings, graphically shown above. The PERS fund is managed by the Oregon State Treasury under the direction of the Oregon Investment Council.

PERS contracts with an actuarial service (Milliman) for an annual report, prepared specifically for City of Waldport, evaluating assets and potential liabilities for pension benefits. The last report received in September 2014 provided summary data for valuation results as of December 31, 2013. An excerpt from that report (**Attachment 1**) shows **City of Waldport's Tier 1/Tier 2 actuarial value of assets exceeded the actuarial accrued liability by almost \$500,000 or 15%.** Attachment 2 shows the many variables used for the valuation and provides some detail of the changes from 12/31/2012 to 12/31/2013.

Recent Legislative Changes:

The passage of Senate Bill 822 (**SB 822**) affects the amount of the cost-of-living adjustment payable to benefit recipients as of August 1, 2013, and in subsequent years. The bill also eliminated the tax remedy benefit for recipients who do not pay Oregon state income taxes because they do not reside in Oregon. SB 822 directed PERS Board to recalculate employer rates for the 2013-2015 biennium.

Recent Reporting Changes:

GASB 68 (Governmental Accounting Standards Board Statement No. 68 effective FYE 2015) established new accounting and financial reporting requirements and changed how employers measure pension expense and report pension liabilities on financial reports. Previously, pension expense only included the contributions paid to PERS. Under GASB 68 financial reports show pension expense as the change in Net Pension Liability (**NPL**). NPL is the excess of the actuarial accrued liability (the net present value of project future benefits allocated to service already completed) over the actuarial value of assets (the fair market value of assets). The actuarial term for NPL is **UAL** (Unfunded Actuarial Liability).

PERS is a cost-sharing, multiple-employer system. The UAL is calculated at a system-wide level, mandated by GASB 68. PERS has provided individualized actuarial data for Waldport's financial reports based upon the City's proportionate share (**Attachment 3**). GASB 68 estimates and reports Pension Deferred Outflows (future expenses) and Inflows (future resources), which may include the difference in expected vs actual changes in economic and demographic factors, changes in assumptions about economic and demographic factors, and/or difference between actual and projected earnings on plan investments.

Waldport's Statement of Net Position includes an entry for the proportional share of Oregon PERS's overall unfunded liability. This change has the potential to materially impact the reported statement; and the pension related information will likely receive a higher degree of scrutiny and review from employers, auditors, and other users of financial statements.

For fiscal year ending June 30, 2015, the Statement of Net Position (**Attachment 4**) shows a **Net Pension Asset** (\$367,167), ie the actuarial value of assets exceeded the actuarial accrued liability. Waldport's Statement of Activities (**Attachment 5**) includes a reduction in PERS expenses for the year because the statement recognizes the change in NPL rather than contributions paid to PERS. The statement also recognizes an improved fund balance of \$157,130 as a prior period adjustment. The Annual Financial Report (Audit) provides a note for PERS beginning on page 37.

Recent Judicial Changes:

In April 2015, the Oregon Supreme Court, in the case of **Moro v. State of Oregon**, held that most of the changes to PERS cost-of-living adjustments (COLA) made by the 2013 legislature unconstitutionally impaired PERS members' contract rights. **Due to the Moro court challenge reversing recent legislative changes, this year's Net Pension Asset will probably be a Net Pension Liability for fiscal year ending 2016.**

At issue in the Moro case was \$5.3 billion dollars in benefits for PERS members and retirees. The Supreme Court's decision finding the SB 822 and SB 861 reductions to COLA unconstitutional for benefits earned before the effective dates of the changes means that over \$4 billion of the \$5.3 billion in benefits at issue have been protected. (For perspective, the PERS fund was almost \$70 billion as of 12/31/2013.) The court affirmed the changes to the 1991 (SB 656) and 1995 (HB 3349) income tax offsets for out of state retirees and to COLA for benefits that members earn on or after the effective dates of SB 822 (May 6, 2013) and SB 861 (October 8, 2013).

What this means for active Tier 1 and Tier 2 members is that their COLA benefits can be changed for future service like they can be for OPSRP members under ORS 238A.470. However, the vast majority of the Tier 1 and Tier 2 COLA benefits have already been accrued and are protected. Therefore, active members will receive the 2% COLA for that part of their service before May and October of 2013, and the SB 822 and SB 861 COLAs for their service after those dates. Also, the court left open the possibility that out of state retirees might be able to re-open the Stovall/Chess class action, an issue that the court indicated it did not have jurisdiction to decide.

Attachments:

- 1 Actuarial Valuation Report 2013 – UAL Summary
- 2 Actuarial Valuation Report 2013 – UAL Gains and Losses
- 3 PERS provided individualized actuarial data
- 4 City of Waldport Statement of Net Position 2015
- 5 City of Waldport Statement of Activities 2015

References:

PERS legislation is contained in ORS 237, 238, and 238A, <https://www.oregonlegislature.gov/>
PERS website - <http://www.oregon.gov/PERS/pages/index.aspx>
League of Oregon Cities presented a PERS update at a Small Cities Meeting,
<http://www.orcities.org/Portals/17/A-Z/leaguecities91114.pdf>

Tier 1/Tier 2 Valuation Results

Unfunded Accrued Liability (UAL)

Summary of UAL

The UAL represents the difference between the assets accumulated and the liability attributed to prior years of service by the cost method.

	December 31, 2013	December 31, 2012
1. Actuarial accrued liability	\$3,288,088	\$3,149,005
2. Actuarial value of assets	3,784,497	3,384,024
3. Unfunded accrued liability (1. - 2.)	(496,409)	(235,019)
4. Funded percentage (2. + 1.)	115%	107%
5. Combined valuation payroll	\$651,864	\$689,451
6. Unfunded accrued liability as % of combined valuation payroll (3. + 5.)	(76%)	(34%)

Reconciliation of UAL Bases

Beginning with the December 31, 2007 actuarial valuation, each odd-year valuation has established a 20-year closed-period amortization schedule for outstanding regular Tier 1/Tier 2 UAL amounts. As part of the 2012 review of actuarial methods and assumption, the PERS Board decided to reset the Tier 1/Tier 2 amortization period to 20 years effective with the current valuation. This means the entire unamortized Tier 1/Tier 2 UAL for each rate pool and independent employer is re-amortized over a 20-year period. For subsequent odd-year valuations, amortization schedules will be calculated based on the total Tier 1/Tier 2 UAL as of that valuation date less the remaining unamortized balance of previously established Tier 1/Tier 2 UAL bases.

Amortization Base	UAL December 31, 2012	Payment	Interest	UAL December 31, 2013	Next Year's Payment
December 31, 2013	N/A	N/A	N/A	(\$496,409)	(\$35,930)
Total				(\$496,409)	(\$35,930)

Tier 1/Tier 2 Valuation Results

Unfunded Accrued Liability (UAL)

Actuarial Gain or Loss since Prior Valuation

The system-wide report contains a detailed analysis of gains and losses since the last valuation. The table below shows the gain or loss for the individual employer.

1. Expected actuarial accrued liability	
a. Actuarial accrued liability at December 31, 2012	\$3,149,005
b. Normal cost at December 31, 2012	68,486
c. Benefit payments during 2013	(121,553)
d. Interest at 7.75% to December 31, 2013	244,645
e. Expected actuarial accrued liability before changes (a. + b. + c. + d.)	3,340,583
f. Change in actuarial accrued liability due to assumption, method, and plan changes	0
g. Expected actuarial accrued liability at December 31, 2013 (e. + f.)	3,340,583
2. Actuarial accrued liability at December 31, 2013	3,288,088
3. Gain/(loss) on actuarial accrued liability (1.g. - 2.)	52,495
4. Expected actuarial value of assets	
a. Actuarial value of assets at December 31, 2012	3,384,024
b. Contributions for 2013 ¹	36,004
c. Benefit payments and expenses during 2013	(122,525)
d. Interest at 7.75% to December 31, 2013	258,909
e. Expected actuarial value of assets at December 31, 2013 (a. + b. + c. + d.)	3,556,413
5. Actuarial value of assets at December 31, 2013	3,784,497
6. Gain/(loss) on actuarial value of assets (5. - 4.e.)	228,085
7. Total actuarial gain/(loss) (3. + 6.)	\$280,580

Unfunded Accrued Liability Reconciliation

A reconciliation of the Tier 1/Tier 2 UAL from December 31, 2012, is provided below.

1. UAL at December 31, 2012	(\$235,019)
2. Expected increase	19,190
3. Liability (gain)/loss	(52,495)
4. Asset (gain)/loss	(228,085)
5. Change due to changes in assumptions, methods, and plan provisions	0
6. UAL at December 31, 2013 (1. + 2. + 3. + 4. + 5.)	(\$496,409)

¹ Includes rate relief from side accounts.

Oregon Public Employees Retirement System
Schedule of Pension Amounts under GASB 68
Employer #2261: City of Waldport

Measurement Date [MD] of the Net Pension Liability/(Asset) [NPL/(A)]	June 30, 2014
Actuarial Valuation Date (liability rolled forward to MD)	December 31, 2012
Discount rate	7.75%
Employer's proportionate share at prior MD	0.00335815%
Employer's proportionate share at MD	0.00335815%
Employer's proportionate share of system NPL/(A) at prior MD	\$ 171,371
Employer's proportionate share of system NPL/(A) at MD	\$ (76,120)
▪ Sensitivity: NPL/(A) using discount rate 1.00% lower	\$ 161,194
▪ Sensitivity: NPL/(A) using discount rate 1.00% higher	\$ (276,831)
Employer Pension Expense for Measurement Period	
▪ Employer's proportionate share of system Pension Expense/(Income)	\$ (69,876)
▪ Net amortization of deferred amounts from:	\$ 1,200
○ Changes in proportionate share	
○ Differences between employer contributions and employer's proportionate share of system contributions	
Employer's Total Pension Expense/(Income)	\$ (68,676)

	Deferred Outflow of Resources	Deferred Inflow of Resources
Differences between expected and actual experience	\$ 0	\$ 0
Changes of assumptions	\$ 0	\$ 0
Net difference between projected and actual earnings on investments	\$ 0	\$ 146,880
Changes in proportion and differences between employer contributions and proportionate share of contributions	\$ 5,519	\$ 0
Total (prior to post-MD contributions)	\$ 5,519	\$ 146,880
Contributions subsequent to the MD	TBD	N/A
Net Deferred Outflow/(Inflow) of Resources		\$ (141,361)

Amounts reported as deferred outflows or inflow of resources related to pension will be recognized in pension expense/(income) as follows:

Employer subsequent fiscal years	Deferred Outflow/(Inflow) of Resources (prior to post-measurement date contributions)
1 st Fiscal Year	\$ (35,520)
2 nd Fiscal Year	(35,520)
3 rd Fiscal Year	(35,520)
4 th Fiscal Year	(35,520)
5 th Fiscal Year	719
Thereafter	0
Total	\$ (141,361)

All assumptions, methods and plan provisions used in these calculations are described in the Oregon PERS system-wide GASB 68 reporting summary dated July 29, 2015.

CITY OF WALDPOR
STATEMENT OF NET POSITION
June 30, 2015

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents	\$ 560,848	\$ 493,111	\$ 1,053,959
Receivables:			
Accounts (net)	39,501	107,444	146,945
Property taxes	64,991	-	64,991
Special assessments	-	5,373	5,373
Cash and cash equivalents - restricted	144,372	200,966	345,338
Investments - restricted	165,000	-	165,000
Inventories	7,466	42,912	50,378
Net pension asset	164,905	202,262	367,167
Capital assets:			
Nondepreciable capital assets	205,694	155,664	361,358
Construction in process	21,741	302,553	324,294
Depreciable assets, net of depreciation	2,421,292	8,951,367	11,372,659
Deferred outflows of resources:			
Deferred amounts related to pensions	39,111	41,397	80,508
Total assets	<u>3,834,921</u>	<u>10,503,049</u>	<u>14,337,970</u>
LIABILITIES			
Accounts payable	13,358	8,183	21,541
Accrued payroll liabilities	-	3,300	3,300
Prepaid business licenses	10,475	-	10,475
Compensated absences payable	23,134	33,321	56,455
Accrued interest payable	46,160	10,523	56,683
Current portion of capital lease payable	1,787	-	1,787
Current portion of general obligation bonds payable	35,704	-	35,704
Current portion of revenue bond payable	-	15,789	15,789
Current portion of notes payable	-	48,244	48,244
Total current liabilities	<u>130,618</u>	<u>119,360</u>	<u>249,978</u>
Long-term liabilities			
Capital lease payable (net of current portion)	1,353	-	1,353
General obligation bonds payable (net of current portion)	1,083,163	-	1,083,163
Revenue bond payable (net of current portion)	-	702,483	702,483
Notes payable (net of current portion)	-	487,063	487,063
Total long-term liabilities	<u>1,084,516</u>	<u>1,189,546</u>	<u>2,274,062</u>
Total liabilities	<u>1,215,134</u>	<u>1,308,906</u>	<u>2,524,040</u>
Deferred inflows of resources:			
Deferred amounts related to pensions	72,050	74,830	146,880
NET POSITION			
Net investment in capital assets	1,526,720	8,156,005	9,682,725
Restricted for:			
Streets	160,541	-	160,541
Footpaths and bicycle trails	3,817	-	3,817
System development	14,716	87,005	101,721
Urban renewal construction	170,069	-	170,069
Unrestricted	671,874	876,303	1,548,177
Total net position	<u>\$ 2,547,737</u>	<u>\$ 9,119,313</u>	<u>\$ 11,667,050</u>

The notes to the basic financial statements are an integral part of this statement

CITY OF WALDPOR
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2015

Functions/Programs	Expenses	Program Revenues			Net (Expenses) Revenue and Changes in Net Position		
		Charges for Services & Contracts	Operating Grants and Contributions	Capital Grants and Contributions	Total Governmental Activities	Total Business Type Activities	Total
Governmental activities:							
General government	\$ 401,854	\$ 20,242	\$ 3,600	\$ -	\$ (378,012)	\$ -	\$ (378,012)
Public safety	347,017	19,320	2,000	-	(325,697)	-	(325,697)
Highways and streets	288,196	-	-	-	(288,196)	-	(288,196)
Culture and recreation	283,514	18,553	7,240	-	(257,721)	-	(257,721)
Economic development	18,995	-	-	11,921	(7,074)	-	(7,074)
Interest expense	51,101	-	-	-	(51,101)	-	(51,101)
Total governmental activities	1,390,677	58,115	12,840	11,921	(1,307,801)	-	(1,307,801)
Business-type activities:							
Water	432,266	589,487	-	-	-	157,221	157,221
Sewer	543,691	583,250	-	-	-	39,559	39,559
Total business-type activities	975,957	1,172,737	-	-	-	196,780	196,780
Total government	\$ 2,366,634	\$ 1,230,852	\$ 12,840	\$ 11,921	(1,307,801)	196,780	(1,111,021)
General revenues:							
Taxes:							
Property taxes, levied for general purposes					466,888	-	466,888
Property taxes, levied for dedicated purposes					273,094	-	273,094
Intergovernmental aid not restricted to specific purposes					57,383	-	57,383
Intergovernmental aid restricted to specific purposes					275,497	-	275,497
Franchise and room taxes					150,426	-	150,426
Gain (Loss) on disposition of capital assets					-	1,000	1,000
Interest and investment earnings					3,617	2,610	6,227
Total General Revenues					1,226,905	3,610	1,230,515
Other							
Transfer in (out)					126,347	(126,347)	-
Changes in net position					45,451	74,043	119,494
Net position - beginning of year					2,436,053	8,954,373	11,390,426
Prior period adjustment					66,233	90,897	157,130
Net position - beginning, as restated					2,502,286	9,045,270	11,547,556
Net position - end of year					\$ 2,547,737	\$ 9,119,313	\$ 11,667,050

The notes to the basic financial statements are an integral part of this statement.



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Approval of Resolution Amending the City of Waldport Budget for Fiscal Year 2015-16

REQUESTED BY: City Manager
City Accountant

FOR MEETING DATE: November 12, 2015

SUMMARY OF ISSUE:

The City of Waldport has an approved fiscal year budget, which is requested to be amended due to changing circumstances surrounding revenues and expenditures.

STAFF RECOMMENDATION or ACTION REQUESTED:

Approve Resolution of the City of Waldport amending the budget for Fiscal Year 2015-16.

BACKGROUND:

A budget is a plan for receiving revenues and spending these resources. As it is a plan, Oregon statutes provides for amending budgets due to changing conditions, and for transferring appropriations within or between funds. Staff is requesting a budget amendment for the following purposes and reasons:

- A. **GENERAL FUND:** Beginning working capital is greater than anticipated. Funds will be transferred to the Community Fund, and there is an increase Public Safety/Court Services for compensating municipal judge. Contingency will be approximately 3 percent of operating revenues (\$24,342/\$813,096).
- B. **COMMUNITY FUND:** Grants are not budgeted until received. Grants have been approved from the Ford Family Foundation for the Open Space Charrette, Oregon Parks and Recreation for the Master Plan, Ford Family Foundation for the South Lincoln County Art Mosaic Planters, and from the Industrial Finance Authority for the Feasibility Study/Master Plan for the Industrial Park (please see agenda item on today's docket). Transfers In from General Fund to augment preparation and analysis of the Parks Master Plan and Open Space Project, and as the match for preparing the Feasibility Study/Master Plan for the Industrial Park. Contributions are added for the Art Mosaic Planters, and from the Lincoln County School District for the digital sign. Contributions and match include in-kind services plus cash, including planters for the mosaic project.
- C. **WATER FUND:** Beginning working capital is greater. Allocating funds for the 2MG water tank project.

Below are the programmatic results of the budget amendment:

1. The transfer, in combination with approximately \$11,000 in remaining School District funds available in the Memorandum of Understanding for the Open Space, and \$15,000 in grant proceeds, slightly more than \$36,000 will be available with which to continue developing design plans and financing methodology for constructing and maintaining community parks, recreation and trails assets. This effort will include an in-depth marketing and economic analysis of an outdoor amphitheater.
2. Grant and in-kind services of \$12,000 to complete the art mosaic planter project.
3. The free-standing digital sign will be fully funded, with contributions from the Chamber of Commerce, Fire District, School District, Thrivent OSLC and City.
4. Approximately \$20,600 in cash and in-kind services will be available for preparing the feasibility study and master plan for the Waldport Industrial Park, which is in addition to the potential \$166,900 in grant proceeds, \$25,000 in private funding, and \$5,000 in urban renewal funds.
5. \$37,000 will be available for continued funding of the water tank repair, including legal costs associated with same.

Impact on General Fund: Increase resources by \$30,000; increase requirements by \$30,000; net impact \$0.

Attachments: Resolution

CITY OF WALDPART RESOLUTION # _____
AMENDING THE BUDGET FOR FISCAL YEAR 2015/2016

WHEREAS, ORS 294.338 (2) provides for the expenditure of grants, gifts or devises transferred to a municipal corporation in trust for specific purposes,

WHEREAS, ORS 294.338 (3) provides for the existence of an unforeseen occurrence or condition at the time of the preparation of the budget and provides for additional expenditures utilizing nontax funds,

WHEREAS, ORS 294.463 provides for transfers of appropriations within a fund or from one fund to another,

THEREFORE, THE CITY COUNCIL RESOLVES that City of Waldport budget appropriations for the fiscal year 2015/2016 are hereby amended as follows.

A.

General Fund	Resource or Revenue	Amount Increased (Decreased)	Requirement or Expenditure	Amount Increased (Decreased)
	(1) Beginning Working Capital	30,000	(2) Transfer Out	10,000
			(3) Transfer Out	20,600
			(4) Public Safety, Court Services	1,200
			(5) Contingency	(1,800)

- 1) Beginning working capital for the general fund was greater than anticipated at the time of budget preparation.
- 2) A transfer from the general fund to the community fund for Parks and Recreation Master Plan financial analysis in the amount of \$10,000 will supplement our financial analysis of the open space and master plan.
- 3) A transfer from the general fund to the community fund for economic development in the amount of \$20,600 will provide matching funds for the Business Oregon Infrastructure Finance Authority grant for the Waldport Industrial Area Master Plan.
- 4) The municipal court judge agreement has been effect for ten years without adjustment and compensation is increased from \$100 to \$200 per month.
- 5) After this budget amendment, contingency will be changed from \$26,142 to \$24,342, 3% of operating revenues.

B.

Community Fund (Department)	Resource or Revenue	Amount Increased (Decreased)	Requirement or Expenditure	Amount Increased (Decreased)
(Parks)	(1) Grant Proceeds	5,000	Materials & Services	5,000
(Parks)	(2) Grant Proceeds Transfer In	15,000 10,000	Capital Outlay	25,000
(Economic Development)	(3) Grant Proceeds Contributions	5,000 7,000	Materials & Services	12,000
(Economic Development)	(4) Contributions	4,500	Capital Outlay	4,500
(Economic Development)	(5) Grant Proceeds Transfer In	60,000 20,600	Capital Outlay	80,600

CITY OF WALDPORT RESOLUTION # _____

- 1) The Ford Family Foundation approved a grant in the amount of \$5,000 for the Open Space Charrette. Materials & services are increased by \$5,000 for the former high school Open Space Planning and Design Charrette. Lincoln County School District, the major sponsor for the Open Space Charrette, will pay their share of consultant team services directly.
- 2) Oregon Parks & Recreation approved a grant in the amount of \$15,000 for the Waldport Parks, Recreation & Trails Master Plan. A transfer from the general fund to the community fund for Parks and Recreation Master Plan financial analysis in the amount of \$10,000 will supplement our financial analysis of the open space and master plan. Capital outlays are increased by \$25,000.
- 3) The Ford Family Foundation approved a grant in the amount of \$5,000 for the SLC Art Mosaic Planters and contributions are anticipated in the amount of \$7,000. Materials & services are increased by \$12,000 for the South Lincoln County Community Leadership Cohort Art Mosaic Planters.
- 4) Lincoln County School District has contributed \$4,500 for the Free Standing Reader Board for electrical work and structural foundation. Capital outlays are increased by \$4,500 for the Free Standing Reader Board.
- 5) Business Oregon Infrastructure Finance Authority approved a grant in the amount of \$60,000 for Waldport Industrial Area Master Plan. A transfer from the general fund to the community fund for economic development in the amount of \$20,600 will provide matching funds for the grant. Capital Outlays are increased by \$80,600 for feasibility studies and analysis, phase one of an Industrial Area Master Plan.

C.

Water Fund	Resource or Revenue	Amount Increased (Decreased)	Requirement or Expenditure	Amount Increased (Decreased)
	Beginning Working Capital	37,000	Capital Outlays	37,000

Beginning working capital for the water fund was greater than anticipated at the time of budget preparation. Capital outlays are increased for the 2MG reservoir project.

Adopted by the Waldport City Council this 12th day of November 2015

Signed by the Mayor this ____ day of November 2015

Susan Woodruff, Mayor

Attested by Reda Eckerman, City Recorder



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Approval of Infrastructure Finance Authority Grant for Preparation of the Industrial Park Feasibility Study/Master Plan

REQUESTED BY: City Manager

FOR MEETING DATE: November 12, 2015

SUMMARY OF ISSUE:

The City of Waldport applied for a Special Public Works Fund grant from the State of Oregon Infrastructure Finance Authority ("IFA"). The IFA has awarded the grant to the City, which requires a match of \$25,000. The City Council is considering a budget amendment regarding \$20,000 of the match in a separate prior action. The purpose of this action is to authorize the contract, including recognizing allocating \$5,000 of urban renewal funds.

STAFF RECOMMENDATION or ACTION REQUESTED:

Approve Special Public Works Fund Grant Contract and authorize match requirement of \$5,000 from Urban Renewal No 2.
--

BACKGROUND:

The City has an existing approximately 150 acre industrially-zoned area that is located along Crestline Drive in the southern part of the city. The area is identified on the attached map. It's marginally improved due to transportation constraints and lack of a connection to the public sewer system. A major prior use was a landfill, which has since been capped and vented. City Council approved two major goals for the industrial park: one is to prepare a master plan, including new roadway for ingress and egress, and the other is to secure shovel-ready status.

The master plan involves ascertaining development potential and infrastructure needs, after which engineering and construction of infrastructure improvements can occur, and shovel-ready certification can be secured. Another outcome of the plan is to identify and possibly secure long-term environmental remediation of the former landfill site. The initial step of the process is to prepare a feasibility study to assess the site. The feasibility study, which is Tier 1, will then be incorporated into Tier 2, the master plan itself. As noted on the attached master plan scope of work prepared by Civil West Engineers, the project includes the following categories:

1. Wetlands
2. Traffic
3. Utilities
4. Storm Drain/Hydrology
5. Biological
6. Landfill
7. Survey
8. Site Planning

As also noted on the attached scope of work, Tier 1 (the feasibility study) is \$60,000 and Tier 2 (the master plan) is \$157,500. The City has applied for two grants that would substantially pay for the project. The first is a Special Public Works Fund Grant through the Business Oregon's Industrial Finance Authority, and the second, which is pending, is a Technical Assistance Grant through the State of Oregon's Department of Land Conservation and Development.

A summary of how the grants are proposed to work in tandem is shown in the attached table. Of interest is that the IFA Grant includes a \$25,000 match, for a total project cost of \$85,000. \$20,000 of the match is being addressed in a budget amendment at this City Council meeting. The current 2015-16 budget appropriates \$15,000 in Urban Renewal #2 funding for designing the sewer line. Staff proposes utilizing \$5,000 of this appropriation for the match requirement.

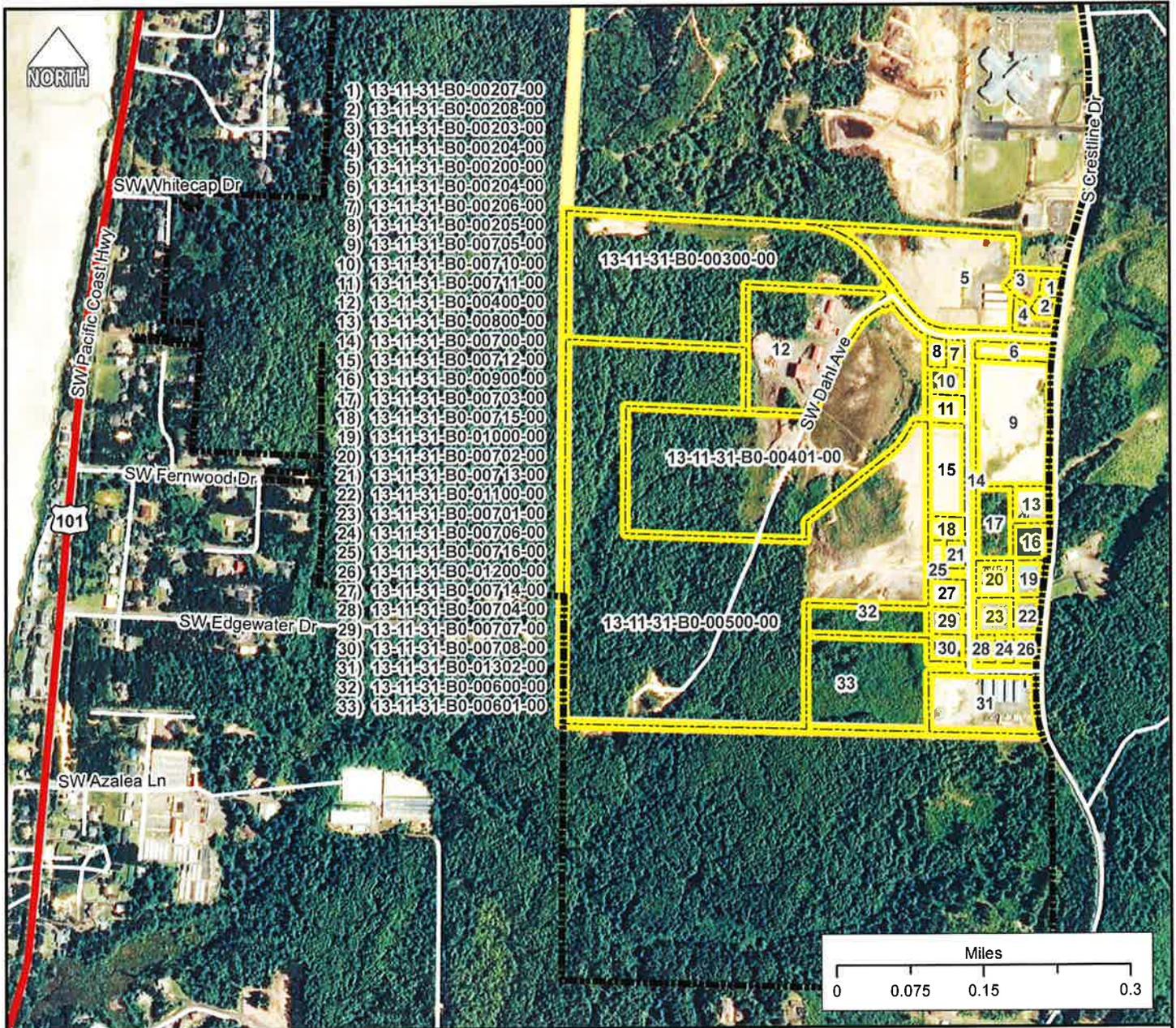
This is greater than the feasibility study cost of \$60,000. In other words, the total cost of the IFA Grant project overlaps Tier 2. Please also note that staff recently met with Nic Dahl, and he is engaged with the process and willing to work with us on bringing it to fruition.

The proposed schedule is as follows:

1. Feasibility study and analysis (Tier 1)	Dec 1, 2015 – Mar 31, 2016
2. Goal setting, stakeholder input and public engagement (ongoing)	Apr 1, 2016 – Jun 30, 2019
3. In-depth analysis (Tier 2)	Apr 1, 2016 – Sep 30, 2016
4. Detailed master planning (Tier 2)	Oct 1, 2016 – Jun 30, 2017
5. Secure financing of improvements, secure easements or acquire land, secure development partners	Jan 1, 2017 – Dec 31, 2017
6. Engineering, permitting and construction of site improvements	Jan 1, 2018 – Jun 30, 2019

Attached is a copy of the IFA Grant contract for information and review.

Attachments: Map
Scope of Work
Grant Table
Contract

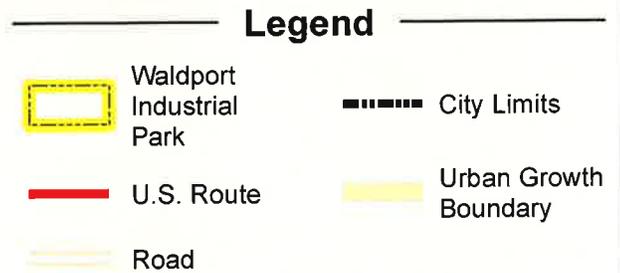


- 1) 13-11-31-B0-00207-00
- 2) 13-11-31-B0-00208-00
- 3) 13-11-31-B0-00203-00
- 4) 13-11-31-B0-00204-00
- 5) 13-11-31-B0-00200-00
- 6) 13-11-31-B0-00204-00
- 7) 13-11-31-B0-00206-00
- 8) 13-11-31-B0-00205-00
- 9) 13-11-31-B0-00705-00
- 10) 13-11-31-B0-00710-00
- 11) 13-11-31-B0-00711-00
- 12) 13-11-31-B0-00400-00
- 13) 13-11-31-B0-00800-00
- 14) 13-11-31-B0-00700-00
- 15) 13-11-31-B0-00712-00
- 16) 13-11-31-B0-00900-00
- 17) 13-11-31-B0-00703-00
- 18) 13-11-31-B0-00715-00
- 19) 13-11-31-B0-01000-00
- 20) 13-11-31-B0-00702-00
- 21) 13-11-31-B0-00713-00
- 22) 13-11-31-B0-01100-00
- 23) 13-11-31-B0-00701-00
- 24) 13-11-31-B0-00706-00
- 25) 13-11-31-B0-00716-00
- 26) 13-11-31-B0-01200-00
- 27) 13-11-31-B0-00714-00
- 28) 13-11-31-B0-00704-00
- 29) 13-11-31-B0-00707-00
- 30) 13-11-31-B0-00708-00
- 31) 13-11-31-B0-01302-00
- 32) 13-11-31-B0-00600-00
- 33) 13-11-31-B0-00601-00

Waldport Industrial Park Waldport, Oregon 150 Acres

Taxlots:
 13-11-31-B0-00200-00, 13-11-31-B0-00203-00, 13-11-31-B0-00205-00
 13-11-31-B0-00204-00, 13-11-31-B0-00206-00, 13-11-31-B0-00300-00
 13-11-31-B0-00500-00, 13-11-31-B0-00600-00, 13-11-31-B0-00601-00
 13-11-31-B0-00710-00, 13-11-31-B0-00711-00, 13-11-31-B0-00712-00
 13-11-31-B0-00713-00, 13-11-31-B0-00715-00, 13-11-31-B0-00716-00
 13-11-31-B0-00207-00, 13-11-31-B0-00208-00, 13-11-31-B0-00400-00
 13-11-31-B0-00401-00, 13-11-31-B0-00700-00, 13-11-31-B0-00705-00
 13-11-31-B0-00701-00, 13-11-31-B0-01100-00, 13-11-31-B0-00702-00
 13-11-31-B0-00703-00, 13-11-31-B0-00704-00, 13-11-31-B0-00706-00
 13-11-31-B0-00707-00, 13-11-31-B0-00708-00, 13-11-31-B0-00714-00
 13-11-31-B0-00800-00, 13-11-31-B0-00900-00, 13-11-31-B0-01000-00
 13-11-31-B0-01200-00, 13-11-31-B0-01302-00

Prepared by OCWCOG, April 2015
 Data Sources: City of Waldport, Lincoln County, State of Oregon



This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Rogue Valley Office
10558 Hwy 62, Ste. D
Eagle Point, OR 97524
541-326-4828

Coos Bay Office
486 'E' Street
Coos Bay, OR 97420
541-266-8601

Newport Office
609 SW Hurbert Street
Newport, OR 97365
541-264-7040

MEMORANDUM

Date: September 30, 2015

Work Order Number:

To: Mr. Kerry Kemp, City Manager

From: Marlin Gochnour, PE, Engineering Manager, Civil West Engineering Services, Inc.

RE: **City of Waldport – Waldport Industrial Area Master Plan**

The City of Waldport has an existing approximately 150 acre industrially-zoned area that is located along Crestline Drive in the southern part of the city. The area is only marginally improved due to transportation constraints and a lack of connection to the public sewer system. In the past, part of the area was used as a landfill, but it has since been capped and vented.

Background Summary

The City of Waldport's long-term objective is to master plan the entire 150-acre site in order to ascertain its development potential, circulation and utility infrastructure needs, and wetlands delineation, then proceed with engineering and construction of improvements to service the area and ready it for industrial development. Another objective is to identify and secure long-term remediation of the former landfill site.

In order to fully prepare the site for industrial development, a great deal of engineering and environmental analysis would be required. In the interest of saving the City time and money, it is recommended that, as a first step, the City complete only preliminary studies to determine the feasibility of the proposed improvements. Then, if those preliminary studies determine that the desired improvements are indeed feasible, the City can move forward with the comprehensive analysis and design services that would be necessary for the site's development.

The list below summarizes the services that would be required in order to adequately assess the development potential of the site. Each item is broken into two tiers so as to roughly identify the scope of services for the completion of preliminary studies (Tier 1), and for the completion of comprehensive analyses (Tier 2).

Part A: Work Items

Waldport Basic Feasibility Study Recommendations

1. Wetlands

- a. **Tier 1 – Determination:** In this item, we would complete the field work for the preliminary wetlands analysis on the entire 150-acre site to determine the extent and approximate location of wetlands that exist. We would place flags at all indicators for wetland boundaries.

City of Waldport – Industrial Area Development Feasibility

- b. **Tier 2 – Delineation:** In this item, we would produce a wetland delineation report including the information to support the delineation survey, a summary of the data points, mapping, findings, narrative, and other key information that would be required by a regulatory agency should a submittal be required. The report would also include recommendations for mitigation or avoidance as it relates to the site development.

2. Traffic

- a. **Tier 1 – Preliminary Study:** This analysis would include preliminary coordination with ODOT to determine traffic demand into and out of the site. Preliminary trip generation analyses would be completed in order to address the need for roadway improvements up to the site.
- b. **Tier 2 – In-depth Analysis:** In this item, we would coordinate with ODOT to collect and analyze traffic data, including traffic counts and trip generation calculations, to assess the need for roadway improvements on and leading up to the site. Our report would include recommendations for roadway improvements, as determined by the analysis.

3. Utilities (Water, Sewer, Electricity)

- a. **Tier 1 – Location, Grade & Alignment:** This study would determine the proximity of water, sewer, and power. A preliminary analysis would identify the need for improvements to the existing systems in order to adequately service the developed site.
- b. **Tier 2 – Capacity, Supply & Demand:** An in-depth Master Plan of the utility systems on and off the site would be required to provide adequate water services, sewer services, and power to the proposed developments. This plan would address the capacity requirements of the developed site, and analyze this demand relative to the existing system's capacity. Recommendations would be made for improvements to the utility networks in order to sufficiently service the developed site.

4. Storm Drain / Hydrology:

- a. **Tier 1 – Hydrology Study:** In this item, we would complete a preliminary hydrology study to assess the amount of storm water that would need to be managed on the site.
- b. **Tier 2 – System Master Plan:** In this item, we would prepare a master plan report identifying storm drainage flows on and around the site, making recommendations for improvements to the storm drainage system, and identifying potential locations for future pipes, catch basins, manholes, etc.

5. Biological

- a. **Tier 1 – Preliminary Assessment:** This assessment would determine if any endangered habitats or species exist on the site, and we would make recommendations relative to its resultant development capacity.
- b. **Tier 2 – Report:** In this item, we would complete a report that documents the findings of the biological assessment, identifying the constraints that exist on the site for its use and development.

6. Landfill

- a. **Tier 1 – Determination:** In this item, we would determine the viability of development on the site, particularly in the area that has been used as a landfill. Our analysis would assess the environmental regulations and restrictions that exist relative to construction on and around the landfill site.
- b. **Tier 2 – Remediation Analysis:** Depending on the results of "Tier 1 – Landfill Determination", it is possible that extensive geotechnical engineering may be required for the development of the landfill site. This engineering analysis could include soil tests, compaction tests, lab analyses, and extensive permitting.

City of Waldport – Industrial Area Development Feasibility

7. Survey

- a. Tier 1 – N/A
- b. Tier 2 – Data Collection: In this item, our surveyor would collect the survey data for each data point in the wetland delineation to be added to the overall project drawings, as well as complete a survey of all the property boundaries on the site.

8. Site Planning

- a. Tier 1 – Schematic Master Planning: Under this item, we would assist the City in laying out roadways and lot boundaries on the site. This preliminary effort would generate schematic ideas for the future development projects to take place on the site.
- b. Tier 2 – Detailed Master Planning: In this item, we would complete site Master Planning services to establish a precise lot and roadway layout for the entire useable area of the site.

Part B: Item Fee Proposal

We have prepared a rough estimate of the costs for completing the above summarized work items. A detailed fee proposal has *not* been prepared for these projects at this time, but can be prepared should the City choose to move forward with these analyses. The budget below is based upon a preliminary concept of the development plans for the site, and is therefore inexact.

As explained previously, each item is broken into two tiers in order to aid the City in generally assessing the feasibility of developing the site before investing the resources necessary to fully prepare the site for development. This was done as a precautionary act in order to save the City money, if it is determined that developing the site is largely unrealistic or cost prohibitive.

Item No.	Item	Tier 1	Tier 2
1	Wetlands	\$ 7,850	\$ 17,500
2	Traffic	\$ 7,000	\$ 25,000
3	Utilities	\$ 6,150	\$ 30,000
4	Storm Drain	\$ 7,500	\$ 15,000
5	Biological	\$ 5,000	\$ 15,000
6	Landfill	\$ 10,000	**
7	Survey	\$ -	\$ 25,000
8	Site Planning	\$ 16,500	\$ 30,000
TOTAL		\$ 60,000	\$ 157,500
GRAND TOTAL			\$ 217,500

** - Dependent on results of Tier 1 Investigation

We are grateful for the opportunity to provide these services to the City of Waldport. We are prepared to further detail these work items in an official Scope of Work and begin work on this important project as soon as the City is prepared to move forward. Please let me know if you have any questions or if I can provide any additional information.

Sincerely,
Civil West Engineering Services, Inc.



Marlin Gochnour, PE
General Manager

**Waldport Industrial Park
Feasibility Study/Master Plan**

Tier 1 (Feasibility Study) -- \$60,000	IFA Grant \$60,000	IFA Special Public Works Fund Contract -- \$85,000
Tier 2 (Master Plan) -- \$157,500	IFA City Match (\$5,000 Urban Renewal, \$10,000 General Fund, \$10,000 In-kind Services) \$25,000	DLCD Technical Assistance Grant -- \$132,500
	DLCD City Match (In-kind Services) \$600	
	DLCD Private Match (Property Owners and Others) \$25,000	
	DLCD Grant \$106,900	
TOTAL		\$217,500

Revised: 4-Nov-15
C:\Users\Kerry\Documents\Industrial Area\[Grant Table.xlsx]Sheet1



October 13, 2015

The Honorable Susan Woodruff
Mayor of Waldport
c/o Kerry Kemp, City Manager
125 Alsea Highway / PO Box 1120
Waldport, OR 97394

RE: Special Public Works Fund, Technical Assistance, City of Waldport, Waldport Industrial Area Feasibility Study, Project Number A16003, (\$60,000)

Dear Mayor Woodruff:

Attached to this email are all the financing documents for your project, numbered as follows:

1. **Contract**
2. **Signature Card**, which authorizes cash drawdowns for the project
3. **Deposit Option Notification** form

Please refer to the Checklist of Contract Documents and Instructions on the next page for handling the above documents.

Also attached for future use is a **Disbursement Request** form.

We are anxious for your project to succeed and wish to extend any help you need. Please contact Regional Coordinator Melissa Murphy at 503-986-0133 or Melissa.Murphy@Oregon.gov if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Paulina Layton".

Paulina Layton, Manager
Program Services Division
Infrastructure Finance Authority

Infrastructure Finance Authority/A16003 Waldport Letter.docx

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Waldport Industrial Area Feasibility Study

Project Number: A16003

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority ("IFA"), and the City of Waldport ("Recipient") for financing of the project referred to above and described in Exhibit D ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A: General Definitions
- Exhibit B: NOT APPLICABLE
- Exhibit C: NOT APPLICABLE
- Exhibit D: Project Description
- Exhibit E: Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$85,000.

"Grant Amount" means \$60,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The IFA shall provide Recipient, and Recipient shall accept from IFA, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The IFA's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to IFA's Obligations. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as IFA may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, IFA has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The IFA, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The IFA (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as IFA may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient has delivered documentation satisfactory to IFA that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit D and according to the budget in Exhibit E. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of IFA.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit D.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by IFA, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) OAR 123-042-0165 (5) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) When procuring professional consulting services, provide IFA with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the IFA in writing.
 - (4) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
- D. Industrial Lands. The land involved in this Project must remain zoned industrial and not be converted to another use for at least 5 years after the completion of the Project. If this condition is not met, the Grant must be immediately repaid, unless otherwise allowed by IFA and agreed in writing by IFA and Recipient.
- E. Inspections; Information. The Recipient shall permit IFA and any party designated by IFA: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as IFA may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law.

- G. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- H. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses...” The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Office of Minority, Women, and Emerging Small Business at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse IFA for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon IFA’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating IFA's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of IFA (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority



CITY OF WALDPOR

By: _____
Paulina Layton, Manager
Program Services Division

By: _____
The Honorable Susan Woodruff
Mayor of Waldport

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 8 Oct 2015.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(8).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT D - PROJECT DESCRIPTION

The Recipient shall hire a licensed engineering firm to develop an Industrial Area Feasibility Study that will assess existing and needed utilities, environmental mitigation issues, transportation improvements, property acquisition and easement needs, and other land characteristics that will need to be addressed further to make improvements for economic development.

The Feasibility Study must be sufficient as the first Tier of a larger Master Plan of the industrial area.

Exhibit E: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Feasibility Study	\$60,000	\$25,000
Total	\$60,000	\$25,000

Authorized Signature Card for Cash Payments on Infrastructure Finance Authority Awards

Recipient		Project Number	
City of Waldport		A16003	
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)			
Typed Name, Title and Signature (Highest Elected Official must not sign here) Type Name, Title here		Typed Name, Title and Signature (Highest Elected Official must not sign here) Type Name, Title here	
(1) a _____		(1) b _____	
Additional Signatures (if desired)			
Typed Name, Title and Signature (Highest Elected Official must not sign here) Type Name, Title here		Typed Name, Title and Signature (Highest Elected Official must not sign here) Type Name, Title here	
(1) c _____		(1) d _____	
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. Type Date, Name, and Title here		Approved: Infrastructure Finance Authority	
(2) _____ Date, typed name, title and signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)		(3) _____ Date and Signature of Manager	

Infrastructure Finance Authority/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the date, typed name, title and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Infrastructure Finance Authority will sign here.

Complete one form and return it to: Infrastructure Finance Authority
 775 Summer Street NE, Suite 200
 Salem, OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 Summer Street NE, Suite 200

Salem, Oregon 97301-1280

City of Waldport

Recipient

Waldport Industrial Area Feasibility Study

Federal Tax ID Number

A16003

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- Use New EFT Account: A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
155 Cottage Street NE U60
Salem, OR 97301-3970

Get the form here: http://www.oregon.gov/DAS/EGS/FBS/SFMS/docs/form/ach_enrollment_form.pdf

- Use Existing EFT Account: An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s)

Signature(s)

Title(s)

Date

Telephone Number

Fax Number



CITY COUNCIL MEETING AGENDA COVER SHEET FOR DISCUSSION / ACTION

TITLE OF ISSUE: Parks, Recreation and Trails Master Plan / Open Space

REQUESTED BY: City Manager
City Planner

FOR MEETING DATE: November 12, 2015

SUMMARY OF ISSUE:

The City of Waldport received a \$15,000 grant from the State of Oregon Parks and Recreation Department for the Waldport Parks, Recreation and Trails Master Plan. The grant includes the City contributing \$16,530 in matching in-kind services. The purpose of the project is to complete a master plan that integrates and links all of the city's asset, and plans for future assets, including the open space that formerly housed the high school. Staff has prepared a schedule and process for the master plan effort.

STAFF RECOMMENDATION or ACTION REQUESTED:

Review and approve master plan schedule and process.

BACKGROUND:

The City Council identified as a goal updating the Waldport Parks and Recreation Master Plan, which was prepared 10 years ago in 2005. The overall purpose is to provide a well-connected system of parks, open space, recreation facilities, and trails.

The Master Plan will identify existing, needed and desired recreation facilities, improvements to existing parks, and new parks and open spaces. The City has some excellent existing and proposed trails, e.g. the Oregon Coast Trail, the Woodland Trail, and forthcoming Lint Slough Trail, Bridgeview Trail, and Wazyata Beach Access. The Master Plan will create an overall trail system plan that shows how the trails can be interconnected, and shows how the trails can connect to parks, recreation facilities, schools, and other public places.

Waldport also has an outstanding opportunity to develop the approximately 11.5 acre former high school site. The Master Plan project will further refine the concept plan that was developed during the design charrette, and during the process we will be meeting with citizens in order to integrate the open space design into the existing and planned fabric of the community.

Attachments: Waldport Parks, Recreation & Trail Master Plan Planning Process & Schedule

WALDPORT PARKS, RECREATION & TRAILS MASTER PLAN

PLANNING PROCESS			
	Task	Notes	Schedule
A.	Goal Setting	<ul style="list-style-type: none"> - LL to draft goals/objectives - Discuss/revise w/ KK, RC - Present draft goals/objectives at Advisory Committee (AC) #1 mtg. Product: Narrative	Nov. 2015 Nov. 2015 Jan. 2016
B.	Inventory	Identify existing parks, open space, and trails. Include inventory of facilities and description of existing conditions. Products: Citywide/UGB map and table/narrative	Nov/Dec. 2015
C.	Opportunities & Needs	Assessment of park and recreational opportunities and needs. Includes review 2005 Waldport Parks Master Plan, OPRD Statewide Comprehensive Outdoor Recreation Plan (SCORP), National Recreation and Park Association (NRPA) level of service for park land and recreation facilities, and identification of local recreation/sports organizations. Product: Narrative	Nov/Dec. 2015
D.	Small Group Meetings and Survey	Conduct small group meetings w/ stakeholders of 1) Organized Sports/Games, 2) Trails/Bikes, 3) Individual Sports and, 4) Natural & Cultural Resources Prepare/post Survey on City website, etc. Product: Narrative summarizing small group meetings and survey	Jan. 2016
E.	Market Analysis	Hire market analyst for <ul style="list-style-type: none"> - Feasibility study of Amphitheatre - Develop Parks/Recreation Finance Strategy 	Nov. 2015 – Feb. 2016
F.	Concept Plans	<ul style="list-style-type: none"> - Identify needed/desired park, open space, recreation and trail facilities. - Refine site plan of Open Space site. - Draft plans for improvements to existing parks, open spaces and trails. - Identify locations and concept plans for additional/new parks, open spaces, and trails. - Conduct feasibility study of potential facilities, e.g. ball fields/complex. Products: Maps, plans and descriptions of existing and new parks, open spaces, and trails.	Jan. 2016 – Mar. 2016

G.	Public Meeting/Open House #1	Review and solicit input on 1) Goals and Objectives, 2) Inventory, 3) Opportunities & Needs and, 4) Draft Concept Plans. Product: Narrative summarizing Public Meeting/Open House #1	Mar./Apr. 2016
H.	Preferred Plan	Based on input received at AC #2 and Public Meeting/Open House #2, refine concept plans into a draft preferred plan. Product. Maps, plans and descriptions of preferred plan for existing and new parks, open spaces, and trails.	Apr./May 2016
I.	Finance & Implementation Plan	Develop cost estimates for acquisition, design/construction, and operations/maintenance. Identify potential funding sources. Product: Narrative/tables.	Apr./May 2016
J.	Public Meeting/Open House #2	Review and solicit input on preferred plan. Product: Narrative summarizing Public Meeting/Open House #1	May 2016
K.	Plan Adoption	Refine preferred plan based on Public Meeting/Open House #2. (If to be incorporated into Comprehensive Plan) Prepare/send DLCD Notice of Proposed Amendment, Notice of City Council hearing City Council consideration of adoption. DLCD Notice of Plan Amendment Product: Adopted 2106 Waldport Parks, Open Space & Trails Master Plan	Jun/Jul 2016

SMALL GROUP MEETINGS	
Stakeholder/Interest Group	Potential Representatives
Organized Sports & Games	Greg Dunn/Jiah Quayle/Soccer rep?/LCSD
Trails & Bikes	Waldport Trails Committee/LCSD Rick Hill (Waldport Green Bike Program)
Individual Sports	Talk to Melissa Steinman about stakeholders, i.e. skateboarders, kayakers, school class, etc.
Natural & Cultural Resources	Identify stakeholders, i.e. naturalists, wetland advocates, birders, Kama (sp?) from high school, etc.
Staff/Consultant	Kerry Kemp/ Rachel Cotton/ Larry Lewis
	Market Analyst

Gary V. Hodges
371 SW Wakonda Beach Road
Waldport, Oregon 97394
541 563 7730 ghodges@peak.org

Tuesday, October 13, 2015

City of Waldport, Oregon
Members, Waldport City Council
Waldport, OR 97394

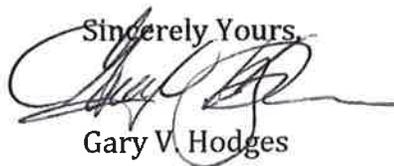
Dear Waldport Council Members,

Today, I enjoyed the opportunity to attend and observe the regular Waldport Library Board of Trustees meeting. It is my understanding that a vacancy currently exists on the Board. After visiting this morning's session and meeting the Trustees, I would like to make you aware of my interest in serving as a trustee.

I have been a resident of this community for over 10 years. Currently, I serve as a Commissioner for Southwest Lincoln County Water District (elected). My place of residence is outside of the Waldport City limits, but, I understand this should not limit my eligibility.

Accordingly, I would be happy to serve in a trustee position at the pleasure of the Waldport City Council and the Board of Trustees.

Please drop me a note, or, give me a call if you have any questions.

Sincerely Yours,

Gary V. Hodges

Cc Jill Tierce, Library Director; Shirley Hanes, Chair, Library Board of Trustees

**Steven W. Barham
1245 SW Norwood Drive
Waldport, OR 97394**

October 4, 2015

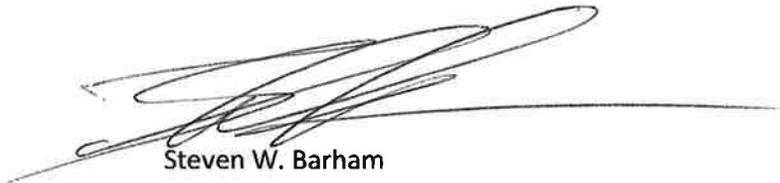
Waldport City Council
City Hall
125 Alsea Highway
Waldport, OR 97394

Dear Sirs:

This is to express my interest in being appointed to the Waldport Planning Commission. I have attended some of their meetings and believe that my 17.5 years of State regulatory experience and 10.5 years of teaching regulation and regulatory law at the University level will be beneficial to serving on the Commission in this community.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Barham', with a long horizontal line extending to the right.

Steven W. Barham
541-563-3686 Home
520-465-7012 Cell

Curriculum Vitae

Steven W. Barham
1245 SW Norwood Dr
Waldport, OR 97394

EDUCATION:

Portland State University, Portland, OR	1977-1981	Masters of Business Administration
Oregon College of Education, Monmouth, OR	1972-1974	B.S. Social Sciences; Major Psychology Minor Corrections
Alaska Methodist University, Anchorage, AK	1971-1972	General Studies

WORK EXPERIENCE:

Employer: Race Track Industry Program **Title: Associate Coordinator**
University of Arizona
P.O. Box 210158 **November 2002 to July 1, 2014**
845 N. Park Ave., Suite 370
Tucson AZ 85721-0158

Responsibilities:

- Developed curriculum and teach the following courses:
 - Racing Law and Regulation, Introduction;
 - Racing Law and Regulation, Advanced;
 - Human Resource Management;
 - Organizational Behavior Management; and
 - Economic and Financial Strategies.
- As a member of a team of 3 faculty and 2 administrative staff, plan and conduct an annual Symposium on Racing, the largest industry wide racing and gaming convention in the world.
- Custodian of the Association of Racing Commissioners International's Model Rules, a position held as part of the Program's Industry Out-reach activities.

Employer: Oregon Racing Commission **Title: Executive Director**
Suite 310
800 N.E. Oregon St. #11 **February, 1985 to October, 2002**
Portland, OR 97232

Responsibilities:

- Day to day management of the operations of the regulatory agency which included: participant licensing; race meet licensing; investigations; pari-mutuel auditing; stewards/judges regulatory activities; off track supervision; veterinarian services; and, agency administrative services.
- Developing, drafting, and recommending administrative rules and statute changes concerning horse, greyhound and pari-mutuel wagering to the Commission.
- Lobbying on the behalf of the Racing Commission at the Oregon Legislature.
- Provided analysis of handle information and projections of handle and state share for the commission for race meet licensing, off track wager site approvals, and multi-jurisdictional hub licensing.
- Recommending policy positions and action to the Commission regarding horse and greyhound racing in Oregon and implementing the policy decisions of the Commission in an efficient and effective manner.
- Agency liaison with race track management, associations which represent owners, trainers and breeders of racing animals, off track site owners, and The Jockeys' Guild.

Reda Eckerman

From: Kerry Kemp
Sent: Friday, November 06, 2015 12:03 PM
To: Reda Eckerman
Subject: FW: Letter of Interest to Serve on the Waldport Planning Commission

From: Bernice Barnett [<mailto:bernicb@peak.org>]
Sent: Tuesday, October 06, 2015 3:00 PM
To: Kerrykemp@waldport.org; Kerry Kemp
Cc: Susan Woodruff; Mark Campbell; Jack Christenson; Dann Cutter; Pauline Gates; Greg Holland; Bob O'Brien
Subject: Letter of Interest to Serve on the Waldport Planning Commission

Dear Waldport City Manager and City Council,

I am writing to express an interest in serving on the Waldport Planning Commission. I have reviewed the work of the Planning Commission and feel I could be an asset to this group. I spent eight years serving on the Lincoln County Management Team.

I do travel a good deal. This is a concern and an issue to consider. But if allowed, I am able to attend meetings that are scheduled when I am out of town by using electronics. I have Skype but I also have access to other programs designed to connect people via the internet. I have been told the Commission is flexible with attendance and currently has at least one member who has been unable to attend a number of meetings. I don't believe the member attended by Skype or other electronic means. Is attendance using the internet appropriate?

I understand if the council desires they can consider requests to be appointed to the Waldport Planning Commission at the October 8, 2015 meeting. I talked with Reda at City Hall and she told me because the letters of interest were not included in the Council information packet the council may decide to consider the letters of interest at a later date. In the interest of making sure the Council has notice of my interest prior to the meeting I am sending a copy of this message to each member.

I am aware there is at least one other letter of interest filed at with the City of Waldport. If the Council should decide to take up the possible appointments at the October 8th meeting, please be aware that there are other citizens interested in serving on the Waldport Planning Commission.

Thank you for your time and consideration.

Bernice Barnett
1065 SW Norwood Drive
Waldport, Oregon 97494
541 270-2678

Total Control Panel

[Login](#)

To: kerry.kemp@waldport.org

Message Score: 1

High (60): Pass

From: bernicb@peak.org

My Spam Blocking Level: Low

Medium (75): Pass

Low (90): Pass

Reda Eckerman

From: Ck Quill <ckquill@gmail.com>
Sent: Tuesday, October 06, 2015 4:03 PM
To: Reda Eckerman
Subject: Planning Commission vacancy

WALDPOR CITY COUNCIL
WALDPOR, OREGON
ATTENTION, REDA ECKERMAN

Please consider this communication as my interest in, and consideration for one of the three vacant seats on the Waldport Planning Commission. The citizens of Waldport deserve fair and impartial representation.

Although I reside in Arizona part of the year, I am sure I could participate in Planning Commission meetings via Skype or other electronic communication systems.

Sincerely,

C. Kevin Quill

Total Control Panel

[Login](#)

To: reda.eckerman@waldport.org

Message Score: 2

High (60): Pass

From: ckquill@gmail.com

My Spam Blocking Level: Low

Medium (75): Pass

Low (90): Pass

[Block](#) this sender

[Block](#) gmail.com

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

October 22, 2015

Dear Waldport City Council Members:

I am an approximately ten-year resident of Waldport. I have periodically attended City Council and Planning Commission meetings. I would like to be become more involved in the Waldport community. Therefore, please consider my appointment to one of the vacant seats on the Waldport Planning Commission.

Thank you,

A handwritten signature in cursive script that reads "Barbara B. Davis". The signature is written in dark ink and is positioned below the "Thank you," text.

Barbara B. Davis
1235 SW Fairway Drive
Waldport, OR 97394

jibdavis@peak.org

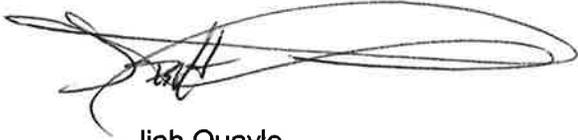
10-23-2015

To: City Of Waldport
Re: Planning Commision

I would like to express my interest on being a member of the Waldport Planning Commission. I currently live in Waldport and have resided in South Lincoln County for approximately 30 years. I feel my profession in the construction industry and as a owner of a local construction company, working in residential and commercial construction provides me with a background suited to the planning commision. I am also a father of 5 children, son to 2 parents, 2 step parents and grandchild to one grandparent, and want to see this community grow in a way that help meet the needs of families of all demographics living in our area.

As our economy continues to improve and Lincoln County attract more families I feel Waldport is well suited to be an attractive place for families to grow and retirees to enjoy what the area has to offer.

Thank you for the consideration.

A handwritten signature in black ink, appearing to read 'Jiah Quayle', is written over a large, light-colored oval shape that serves as a background or placeholder for the signature.

Jiah Quayle

Public Works Department Report for the month of October 2015

Water Treatment Plant

Plant Production:	<u>6.4</u>	MG
Rainfall:	<u>5.2</u>	inches

Wastewater Treatment Facility

Effluent Flow:	<u>3.7</u>	MG
Rainfall:	<u>4.8</u>	Inches

Public Works Dept.

Alarm call outs:	<u>3</u>
Locates:	<u>14</u>
Sewer plugs:	<u>1</u>
Water service installations:	<u>3</u>
Sewer connections:	<u>3</u>
Water Leaks:	<u>1</u>

Department General Overview

The City of Waldport Public Works Department is excited to report the progress they have made the last month. We spent October working on many projects that ensure clean water, maintained equipment, and up kept streets. We fixed two mainline water breaks on Nelson Wayside Drive and Norwood Heights. We also installed a new Sewer line at the real estate office being built in town. We are still working on moving from the previous public works shop. We voluntarily took over Hydrant testing from the Fire Department. After a bit of studying and training we were able to complete the requested testing for the community's ISO rating.

The plant operators are doing an exceptional job operating and maintaining the city's water treatment facilities. Both plants are continuing to do a great job processing great standards in water quality.

Administratively, Mike and I have been working very hard planning our future and direction as a successfully operating department. We have spent the last several months organizing a departmental move in addition to assuring that all the normal operational duties are met. Other projects that we are working on include the first phase of the Water Plant study, working with the planning department to continue work on the Lint Slough Trail, and working with Kerry Kemp on the digital sign installation.

**Waldport Public Library
Board of Trustees
Minutes of Regular Meeting September 8, 2015**

Members Present:

Shirley Hanes, Chairman
Jan Hansen, Vice Chairman
Barbara Smith-Huggins
Brian Fodness

Others Present:

Jill Tierce, Director

Call to Order: The meeting was called to order by Ms. Shirley Hanes at 9:38 a.m.

Minutes: The Board reviewed, corrected and approved minutes of its August 11, 2015 regular meeting.

Financial Report: Expenditure Report for the month of August 2015 was reviewed. Revenues totaled \$281 in contributions and fees. Expenditures included \$12,013 for Personnel Services and \$5,856 for Materials and Services. Lincoln County Library District (LCLD) funds do not begin until December.

Committee Reports: No committee reports this month. Friends will hold a quarterly meeting of officers on Thursday, September 10th.

Director's Report: Circulation for the month of August totaled 6,587. The library added 41 new borrowers that month. This month 396 persons attended the 15 programs held for children and families. We sponsored a "Home Schoolers" meeting to share resources. It was well attended (20 adults) and the families are interested in monthly meetings. August Family Fun Night with "Hero Trucks" was a big hit with the children and the participants. We extend our appreciation to Waldport Public Works, Central Coast Fire & Rescue and South County PUD. We will plan to repeat this program next year.

Summer Reading Programs concluded mid-August. The first estimate of participation is very good: 872 attended programs; 93 completed reading goals. Both these figures are less than last year, but still a satisfactory result.

The Director has submitted the \$1,000 grant proposal for next year's Ready to Read grant to support Summer Reading 2016. The annual statistical report is due to the State Library October 1. Ms. Tierce will be working on this with the assistance of reports compiled by Jane Cothran of LCLD.

Old Business: Board Membership: City Council appointed Mr. Fodness to this Board for a term to run 2015 through June 2019. Ms. Hanes has spoken with Mr. Lediard about returning to the Board to fill the one year of Vic Bucy's term. She believes he will take that temporary position. The membership list provided this date should be amended to show Mr. Fodness is a District Resident.

Updated Policy List was provided. The list uses the new indexing and provides the date each policy was last approved.

New Business: Policy Reviews: 4.3 Display Policy: A typo in the first paragraph was noted. Ms. Hanes asked if any member saw need of any changes. None were offered. Jan Hansen moved for approval, seconded by Brian Fodness, and the policy was so approved.

**Waldport Public Library, Board of Trustees
Regular Meeting September 8, 2015**

4.4 Meeting Room Policy: It was asked whether fees were ever charged. Ms. Tierce noted it was rare, but does arise occasionally. Most uses are for non-profit or educational programs. Ms. Hanes noted that the fee is not mentioned until the second page and should be cited in the first section. Ms. Hansen moved the policy be approved with amendment to the first section, # 5: "Fees may be applicable." Seconded by Shirley Hanes, and so approved.

4.5 Petition Policy: This policy allows the public porch area to be used by petitioners gaining signatures or giving information. These activities are not allowed inside the building. It was asked what the City's opinion was regarding this use of its property. Ms. Tierce is to get the City Manager's opinion and also check policies of other libraries. The Board will return to this discussion at its October meeting.

The Board will also review the policy regarding "Postings" at its October meeting.

Board members concerns: Ms. Hanes has assumed Vic Bucy's position on the LCLD Board. They will be installing a book return outside one of the shops in Seal Rock. They have had good response to the return they placed in Depoe Bay and hope this will assist south county residents. LCLD Board also authorized \$500 to go toward the Vic Bucy globe.

Actions or recommendations to the City Council: none.

Public Comment: Patron David Peltier asked that Ms. Hansen forward his request that the library open an hour earlier (9 a.m.). There was discussion about the cost or an earlier opening and whether it is time to do a survey of whether the current services are meeting patrons' needs. For now Ms. Tierce offered to do a tally of the number of people waiting on the porch at opening each morning.

Announcements: September 10- 12th, Charrette regarding the uses and designs for old school property. Community is welcome, Seashore Literacy Building.

Family Fun Night September 24, 5:30 p.m.

Next Regular Meeting: Tuesday, October 13, 9:30 a.m.

Adjournment: The meeting adjourned at 10:50 a.m.

Approved as here revised in regular meeting October 13, 2015.

Jt/10/15/2015

**City of Waldport
2015 LAND USE / BUILDING PERMIT ACTIVITY**

Date	Application/ Activity	Applicant	Zoning	Tax Map/Lot Location	Description	Status
For the Period <u>September 19, 2015</u> through <u>October 20, 2015</u>						
10/1/15	Manufactured Home Placement Permit	Michael & Sandra Frazier	R-2	13-11-30BA/7400 420 Wedge Drive Land & Sea Subdiv.	New manufactured home	Approved 10/2/15
10/1/15	Building Permit	Michael & Sandra Frazier	R-2	13-11-30BA/7400 420 Wedge Drive Land & Sea Subdiv.	New detached garage	Approved 10/2/15
10/16/15	Land Use Compatibility Statement (LUCS)	Port of Alsea	M-W	Adjacent to 13-11-18/2400 Port Street	LUCS for joint Oregon Dept. of State Lands/U.S. Army Corps of Engineers for removal of sand/silt from boat basin/launch ramp areas.	Completed 10/16/15
10/20/15	Building Permit	Terry Remmers	D-D	13-11-19AC/2600 220 Alsea Hwy Bayshore Realty bldg.	Permit/inspection for residential code compliance	Approved 10/23/16



City of Waldport

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

November 04, 2015

Subject: Monthly Report-October 2015

As of today, there have been 107 ordinance cases opened in 2015. Of these 82 have been worked to completion.

These cases breakdown into the following:

Attractive Nuisances	49 (Misc. junk on property)
Nuisance Vehicles	23 (Unlicensed/Inoperable vehicles left on public streets)
Structure/Buildings	6 (Dilapidated/Improperly Maintained)
Others	29 (Vegetation, Business License, Fences, Zoning, ect)

In addition to this there is 1 case open from 2014 for a total of 26 cases being actively worked at this time.

165 NW Huckleberry St.:

