

City of Depoe Bay
City Council Regular Meeting
 April 2, 2024 – Tuesday, 6:00 PM
 Depoe Bay City Hall – 570 SE Shell Avenue

The Meeting Location is Accessible to the Public

To Join Zoom from Your Computer, Tablet, or Smartphone:
<https://us02web.zoom.us/j/3850131421?pwd=dnVZa0lxbFRHWHlwMndMT3VjUjI2QT09>
 Meeting ID: 385 013 1421
 Passcode: wx02sD

To Join Zoom from Your Phone:
 Phone: (253) 215-8782
 Meeting ID: 385 013 1421
 Passcode: wx02sD

*Please Note: In the event of Zoom Technical Difficulties the Telephone Conference System will be utilized.
 Dial (888) 204-5987, access code 9599444*

*Public comments may be made via email up to two hours before the meeting start time at
info@cityofdepoebay.org*

AGENDA

- A. Pledge of Allegiance
- B. Call Meeting to Order and Establish a Quorum
- C. Changes and Additions to the Agenda
- D. Consent Agenda
Covers routine administrative matters that are not generally discussed and may all be approved as recommended in a staff report. The mayor will provide an opportunity for a Council member or citizen to ask that an item be pulled from the consent agenda for discussion. These items will receive separate action. All items not removed will be approved by a single motion of the Council.
 - 1) City Council Special Meeting Minutes – January 10, 2024
 - 2) City Council Work Session Minutes – February 20, 2024
 - 3) Accounts Payable Report
 Action: _____
- E. Guest Presentations
 - 1) Lincoln County Sheriff's Office Monthly Report
 - 2) Depoe Bay Rural Fire Protection District – 5-year Local Option Levy
- F. Commission/Committee/Group Reports
 - Emergency Preparedness Committee
 - Harbor, Planning, Parks, and Salmon Enhancement Commissions
- G. Public Comment
The public has the opportunity to address the Council during "Public Comment." Those attending virtually may raise their hand electronically or request to speak upon unmuting. The public may also send written comments by email to recorder@cityofdepoebay.org. Please limit comments to one page and include your name and address. Emails received before 5:00 p.m. on the day of the meeting will be included and read into the record for comments by the Council.
- H. Unfinished Business
 - 1) CA White Property Update
 Action: _____
- I. New Business
 - 1) Shell Avenue Dedication
 Action: _____

Revised

- 2) Oregon State Marine Board Maintenance Agreement
Action:_____
- 3) Letter of Authorization – Community Renewable Energy Grant
Action:_____
- 4) First Reading of Ordinance Creating a City Administrator Position and Combining the Positions of City Administrator and City Recorder into a City Administrator/Recorder Position – Ordinance XXX-24
Action:_____
- 5) City Councilor Committee Assignments (Update)
Action:_____
- 6) Procurement Requests
 - a. Grit Pump (Wastewater) – Hayward Gordon Group – Sole Source
Action:_____
 - b. PLC Upgrade (Wastewater) – The Automation Group – Sole Source
Action:_____
- J. City Staff Reports
 - 1) Project Updates
- K. Closing Public Comment
- L. Council Comments
- M. Adjournment

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TTY# 1-800-735-2900

“This institution is an equal opportunity provider.”

Rules of Conduct for Public Meetings

No person shall be disorderly, abusive, or disruptive of the orderly conduct of the meeting. Microphones will be muted for remote participants unless called upon to speak or during public comment period.

Persons shall not comment or testify without first receiving recognition from the presiding officer and stating their full name and city of residence.

During public hearings, no person shall present irrelevant, immaterial, or repetitious testimony or evidence.

There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the meeting. If online participant(s) disrupt the meeting, the participant(s) microphone and webcam will be turned off. If disruption continues, the participant(s) will be removed from the meeting.

Depoe Bay City Council
Work Session Minutes
January 10, 2023, 5:00 PM
Depoe Bay City Hall

PRESENT: R. Beasley, L. Bedingfield, A. Watson, J. King, K. Short, V. Sovern
ABSENT: F. Recht
STAFF: City Recorder K. Wollenburg; Public Works Director B. Weidner
GUESTS: John Olson – PND Engineering
Rian Johnson, PND Engineering

- A. CALL MEETING TO ORDER
Mayor Short called the work session to order at 5:00 PM.
- B. Selection of Construction Contractor for Harbor Docks 2-4 Replacement Project
City Recorder Wollenburg asked John Olson of PND Engineering to explain the additive alternative option for the project. Mr. Olson noted that the additive alternative would add additional protection for corrosion and is recommended by PND Engineering. Mayor Short asked some clarifying questions about why the coating is needed. Mr. Olson said it will give added life and might require Rian Johnson said usually looking at a 10-15 year on just the epoxy, not counting the galvanized metal underneath. Councilor Beasley clarified that we still had the lowest responsible bidder. City Recorder Wollenburg reminded the Council that someone could still file a protest; however, the attorneys reviewed everything and are fine with how the rebid turned out.

Councilor Beasley asked for more clarification from PND Engineering as to why the rebid had to happen. Mr. Olson said it was a bid protest trying to push the City into accepting a bid that would have ended up with the City paying more so the bid documents were clarified and with the rebid results, it's clear how the clarification made things cleaner.

Motion to Award the Bid as Recommended from Advanced American in the amount of \$4,303,625.00 which includes accepting the additive alternative amount made by Councilor Sovern; seconded by Councilor Beasley.

Councilor Sovern thanked all three firms for resubmitting and appreciated their time.

Ayes: Beasley, Beddingfield, King, Short, Sovern, Watson
Nays: None

- C. ADJOURNMENT. Work session adjourned by Short at 5:50 PM.

Submitted by:

Reviewed by:

Kimberly Wollenburg
City Recorder

Kathy Short
Mayor

Depoe Bay City Council
Work Session Minutes
February 20, 2023, 5:00 PM
Depoe Bay City Hall

PRESENT: R. Beasley, L. Bedingfield, A. Watson, F. Recht, J. King, K. Short, V. Sovern
ABSENT: None
STAFF: City Recorder K. Wollenburg; Public Works Director B. Weidner
GUESTS: Michelle Smith, Water Project Manager, Coalition for Oregon Land Trusts
Laura Johnson, Drinking Water Specialist, Oregon DEQ

A. CALL MEETING TO ORDER

Mayor Short called the work session to order at 5:00 PM.

B. LAND CONSERVATION IN THE NORTH DEPOE BAY CREEK DRINKING WATER SOURCE APREA – DEPARTMENT OF ENVIRONMENTAL QUALITY WATER QUALITY DIVISION

Laura Johnson, Oregon DEQ, provided a presentation on the recap from the last work session including sharing some updates and funding opportunities. Michelle Smith, Land Trust, reminded the Council that the Council's strategic plan had two objectives around watershed and water resources protection.

Conservation opportunity areas identified by the Oregon Department of Fish and Wildlife (ODFW) specifically around North Depoe Bay Creek drinking water source area. Also discussed were:

- Clear impacts on water quantity
- Need to develop community goals and vision
- Discussion around building partnerships that can support the community in achieving its vision
- Suggestion to apply for capacity and planning funding to support City readiness and implementation of the community's conservation goals

Ms. Johnson shared that there are two opportunities at the ready – here and now and in near future. She noted there is a decent amount of cash available for land conservation planning. Ms. Johnson can help the community work on letters of interest. There are several grants available such as the Drinking Water Source Protection Grants related to reducing risk within the drinking water source area.

She spoke about the EPA Pilot Program she submitted for on behalf of Depoe Bay. She shared that this project is about protecting drinking water sources from non-point sources of pollution associated with timber harvest through land conservation. RCAC was funded for this program.

Councilor Sovern asked about the first step and if the City should apply for the grant coming up in April. Ms. Johnson specifically noted determining the decision on applying for the EPA Pilot Project, what the goals are and who can speak to the Rural Community Assistance Corporation (RCAC) on the program.

Councilor Beasley wondered if a conservation easement is the best way to go instead of buying land. He believes these are practical solutions for the City with the idea of buying property as being problematic. One of two ways is to have a non-adversarial relationship with the industrial timberland. He also believes the City should not have to pay for anything and should have laws on the books that protect watersheds. He asked if there are local examples to share.

Ms. Smith said that there are not a lot of examples with conservation easements with the discrete purpose of protecting source water. Port Orford does have one, but it's unusual as the City is taking ownership at some point. Ms. Smith noted that the terms of easement can be tailored to a particular circumstance the City is trying to address. She addressed buffers and steep slopes as an example, but they don't have drinking water source protections. While there is no long-term management of the property, the City will have an obligation to monitor the property and if any terms of the easement are violated then the City will be responsible for enforcing the terms. She provided other ways the property can be owned and protected.

She also noted that a community can decide to own and manage or a land trust partnership or other partner that can hold and/or manage the easement. The downside is that they don't provide an opportunity for other benefits such as income production and other public benefits.

Ms. Johnson suggested that if the City didn't want to do any land conservation strategies, the City should still establish those relationships with the timber companies. She spoke about the possibility of there being a mix of strategies that could be used to protect the watersheds and planning get underway.

Councilor Beasley also asked about the effects of the new forest practices act that was passed. He noticed recent clear cutting that seemed as if was being done almost overnight. Ms. Johnson said that the timber rules are for 5,000 or more acres. For these large forest landowners, the big win is the increased buffers and increased equipment exclusion zones which help with water quality on the watersheds.

Ms. Johnson said she's unaware of any problems related to companies clear cutting a lot of acreage to meet the January 2024 deadline. She noted that the new rules provide more protection for endangered species compliance not specifically drinking water protection. Drinking water protection rules are more

sensitive so the new rules would do nothing for the drinking water supply related to quality and quantity. The rules are more targeted to species habitat protection for steep slope harvesting. The new rules don't address the extent to which clear cutting is allowed or rotation length for harvest.

Ms. Johnson suggests that if the community decides conservation easements are the way to go, should consider how many more feet are important to us, then decide what that number is above and beyond the rules regarding steep slopes. Ms. Smith shared ideas and options for conservation easements such as larger buffers and harvest rotation.

Councilor Recht addressed working with industrial landowners noting that there are images of what our watersheds look like now noting that there has been a lot of clearcuttings over the watersheds. She said she's contacted two of the timber companies to see if there was any interest and shared that there was interest in working with communities with potential interest in selling based on appraisal value.

City Recorder Wollenburg asked about the EPA Pilot Project and what the Council would like. Mayor Short noted that there aren't any projects at this time. Ms. Johnson said there is no drawback to having an initial conversation with RCAC and if the City is interested in protecting the watersheds through various mechanisms, this would be a good start to get support.

Councilor Recht suggested that the City pursue conversations with the RCAC group to define what they might be able to help us with related to the North Depoe Bay Creek and Rocky Creek watershed.

Councilor Beasley confirmed the support from Ms. Johnson and the RCAC group.

Council concurrence on staff meeting with RCAC folks for the EPA Pilot Project.

C. ADJOURNMENT. Work session adjourned by Short at 5:50 PM.

Submitted by:

Reviewed by:

Kimberly Wollenburg
City Recorder

Kathy Short
Mayor



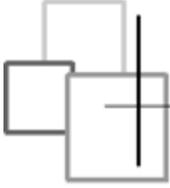
Register Activity

Fiscal: 2023-2024
 Period: 2023-2024 - April
 Council Date: 2023-2024 - April - AP 4/2/2024
 Bank Accounts: Checking
 Transaction Type: Check
 System Type: Financials

Reference	Date	Amount	Notes
Reference Number: 35229	Aire-Master of America	\$507.15	
<u>Invoice - 721709</u>	3/5/2024	\$99.90	Restroom Supplies
<u>Invoice - 721768</u>	3/19/2024	\$407.25	Restroom Supplies
Reference Number: 35230	American Legal Publishing Corporation	\$500.00	
<u>Invoice - 32519</u>	3/14/2024	\$500.00	Municiple Code Internet: Annual Renewal: 4/18/24 - 4/18/25
Reference Number: 35231	Analytical Laboratory Group	\$296.00	
<u>Invoice - 165496</u>	3/19/2024	\$73.00	Water Tests
<u>Invoice - 165819</u>	3/27/2024	\$223.00	Water Tests
Reference Number: 35232	Barrelhead Supply	\$348.36	
<u>Invoice - 342756</u>	3/15/2024	\$79.69	Parts for water tap
<u>Invoice - 342878</u>	3/21/2024	\$268.67	Supplies: Polar Bear Plunge and WWTP (Non Pool)
Reference Number: 35233	CECO, INC.	\$6,521.30	
<u>Invoice - IN-0985917</u>	3/27/2024	\$6,521.30	Harbor Fuel
Reference Number: 35234	Central Lincoln PUD	\$13,581.76	
<u>Invoice - March 2024 Billing</u>	3/27/2024	\$13,581.76	Electrical Expenses
Reference Number: 35235	CenturyLink	\$786.73	
<u>Invoice - March 2024</u>	3/15/2024	\$786.73	March 2024 City Phone Service
Reference Number: 35236	CIS Trust	\$612.50	
<u>Invoice - DPB-GASB75-2022-FINAL</u>	3/15/2024	\$612.50	Milliman GASB 75 Valuation Services
Reference Number: 35237	Country Media, Inc	\$69.10	
<u>Invoice - RFQ-81-07</u>	3/15/2024	\$69.10	Public Notice: RFP Auditor
Reference Number: 35238	Englund Marine & Industrial Supply	\$73.30	
<u>Invoice - 19631/6</u>	3/19/2024	\$73.30	Supplies: Emergency POD & WWTP (Non Pool)

Reference	Date	Amount	Notes
Reference Number: 35239	Ferguson Waterworks #3011	\$50,741.82	
<u>Invoice - 1249097-1</u>	3/13/2024	\$507.90	Repair Clamp - Water
<u>Invoice - 1249359</u>	3/21/2024	\$49,198.62	Collins Water Line Project
<u>Invoice - 1252572</u>	3/21/2024	\$1,035.30	Cedar Hills
Reference Number: 35240	Gena Burke	\$18.73	
<u>Invoice - 20240328 GB</u>	3/28/2024	\$18.73	Mileage
Reference Number: 35241	Green Light Electrical Construction & Testing Inc	\$2,481.41	
<u>Invoice - 2496</u>	3/18/2024	\$2,481.41	Electrical for Emergency Caches
Reference Number: 35242	Harold C. Fox	\$5,124.54	
<u>Invoice - 2024-03-DB</u>	3/28/2024	\$5,124.54	March 2024 Planning Services
Reference Number: 35243	Mills Ace Hardware	\$408.83	
<u>Invoice - 664731/1</u>	3/14/2024	\$161.94	Supplies: City Hall & WTP Lab Project
<u>Invoice - 664847/1</u>	3/19/2024	\$77.62	Supplies: Keys & Cable Ties
<u>Invoice - 841212/3</u>	3/20/2024	\$169.27	Supplies: Harbor, Trucks & WWTP (Non Pool)
Reference Number: 35244	Newport Ace Hardware & Outdoor	\$327.24	
<u>Invoice - 233588</u>	3/8/2024	\$163.54	Supplies: City Hall & Harbor
<u>Invoice - 236759</u>	3/18/2024	\$163.70	Supplies: City Hall, Streets & WTP
Reference Number: 35245	Northstar Chemical Inc	\$3,518.75	
<u>Invoice - 276152</u>	3/11/2024	\$1,548.25	Sodium Hypochlorite
<u>Invoice - 3/27/2024 5:02:16 PM</u>	3/27/2024	\$1,970.50	WWTP Pool Item: Sodium Hypochlorite
Reference Number: 35246	NW Natural	\$170.89	
<u>Invoice - 20240320 - 461173-7</u>	3/20/2024	\$105.09	Gas - Community Hall
<u>Invoice - 20240320 - 461435-0</u>	3/20/2024	\$65.80	Gas - City Hall
Reference Number: 35247	Olympic Foundry	\$3,192.43	
<u>Invoice - IN-1481-2024</u>	2/20/2024	\$1,152.57	Manhole Risers (6)
<u>Invoice - IN-1482-2024</u>	2/20/2024	\$868.60	Manhole Covers (3)
<u>Invoice - IN-1487-2024</u>	2/20/2024	\$1,171.26	Manhole Risers (4)
Reference Number: 35248	Pacific Digital Works, Inc.	\$9.00	
<u>Invoice - 28657</u>	3/21/2024	\$9.00	(3) Laminated Signs - Boat Dock Closed for Polar Bear Plunge
Reference Number: 35249	Pioneer Printing	\$771.60	
<u>Invoice - 3/27/2024 5:15:05 PM</u>	3/27/2024	\$771.60	Utility Bill Stock

Reference	Date	Amount	Notes
Reference Number: 35250 <u>Invoice - 2403135</u>	PND Engineers, Inc. 3/14/2024	\$7,825.00 \$7,825.00	Permit/Construction Support
Reference Number: 35251 <u>Invoice - 30084-IN</u>	Road & Driveway Co. 3/22/2024	\$13,346.18 \$13,346.18	Asphalt Overlay - Crescent St
Reference Number: 35252 <u>Invoice - 78867032124</u>	Shred Northwest 3/21/2024	\$210.00 \$210.00	Bulk Purge Shredding
Reference Number: 35253 <u>Invoice - 30026-24</u> <u>Invoice - 30254-24</u>	Southern California Bronze Co 3/4/2024 3/27/2024	\$645.00 \$220.00 \$425.00	Memorial Plaque Memorial Plaque
Reference Number: 35254 <u>Invoice - 6000810611</u> <u>Invoice - 6000810612</u> <u>Invoice - 6000810613</u> <u>Invoice - 6000810614</u> <u>Invoice - 6000810615</u>	Staples Business Credit 3/26/2024 3/26/2024 3/26/2024 3/26/2024 3/26/2024	\$365.06 \$24.45 \$14.00 \$228.52 \$38.13 \$59.96	Office Supplies Office Supplies Office Supplies Office Supplies Office Supplies
Reference Number: 35255 <u>Invoice - 8006656427</u>	Stericycle Inc - Shred-It 3/25/2024	\$74.12 \$74.12	Monthly Shredding Service
Reference Number: 35256 <u>Invoice - 245090</u>	TCB Security Services, Inc 4/1/2024	\$125.00 \$125.00	Monthly Answering Service
Reference Number: 35257 <u>Invoice - 305605</u> <u>Invoice - 306536</u> <u>Invoice - 307070</u> <u>Invoice - 312638</u> <u>Invoice - 315919</u>	USA Blue Book 3/14/2024 3/14/2024 3/15/2024 3/21/2024 3/26/2024	\$3,968.78 \$709.70 \$251.73 \$320.40 \$1,810.00 \$876.95	WWTP Pool Item: High Capacity DI Cartridge & PlantPRO WTP Thermometers & Beakers Utility Test Kits WWTP Pool Item: B-Pure Water System Double Holder Magnetic Locator
Reference Number: 35258 <u>Invoice - 5029074716</u>	Wells Fargo Financial Leasing, Inc. 3/16/2024	\$189.00 \$189.00	March Copier Lease
Reference Number: 35259 <u>Invoice - WT0260528-1</u>	Western Title & Escrow Company 3/15/2024	\$300.00 \$300.00	OAE Report
Total:		\$117,109.58	



Register Activity

Fiscal: 2023-2024

Period: 2023-2024 - April, 2023-2024 - March

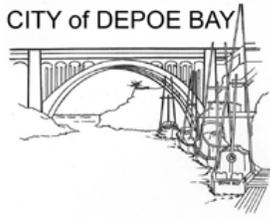
Council Date: 2023-2024 - April - AP 4/2/2024, 2023-2024 - March - AP 3/27/2024, 2023-2024 - March - AP 3/11/2024

Reference	Date	Amount	Notes
Reference Number: 35260	Jennifer Brooks	\$37.18	
<u>Invoice - 20240329 JB</u>	3/29/2024	\$37.18	Postage Due & Mileage
Reference Number: Umpqua EFT	Umpqua Bank - Elan Financial Services	\$3,200.00	
3/11/2024			
<u>Invoice - March 2024 Statement (1)</u>	4/1/2024	\$3,200.00	City Credit Card Purchases
Reference Number: Umpqua EFT	Umpqua Bank - Elan Financial Services	\$4,569.65	
3/27/2024			
<u>Invoice - March 2024 Statement (2)</u>	4/1/2024	\$4,569.65	City Credit Card Purchases

March 2024

Date	Applicant	Type of Activity	Zoning District	Location	Description	Status/Comments
3/4/24	C.A. White, Jr.	Building Permit (#6-R5-24)	R-5	09-11-05-DD-00300 565 NE Stanley St.	New residence	Under review
3/5/24	Bob Watkins	Property Line Adjustment (#1-PLA-24)	R-5	09-11-08-AA-00300 & 09-11-08-AA-00305 100-blk. of SE Ainslee Ave.	Adjust boundary between 2 existing lots	Under review
3/5/24	Housing Authority of Lincoln County	Geo Review (#1-GEO-PC-24)	R-4PD	09-11-08-CD-00100 1000-blk. of S Hwy. 101	12-unit affordable townhouse development	Under review
3/19/24	Deanne Parker	Building Permit (#7-R4-24)	R-4	09-11-05-CA-14600 420 NW Spencer Ave.	New residence	Under review

- City Council meeting on March 5, 2024:
 - Received the Planning Commission Liaison report for February 2024.
 - Granted 4% cost-of-living increase to City Planner for 1-year term starting April 1, 2024.
- Planning Commission meeting on March 13, 2024:
 - First meeting for new Planning Commissioners White and Whitmire.
 - Conducted the following public hearings:
 - Approved wetland delineation (Case File #1-MS-PC-23) for new residence on SW Cormorant.
 - Opened public hearing for Preliminary Plan for *Whale Watch* Phase 2 (Case File #1-PD-PC-24), and continued to April 17, 2024.
 - Approved Amendment to *Depoe Hills* Phase 1 (Case File #2-PD-PC-24) for 11-unit townhouse development.
 - Reviewed Planning process for placement of City emergency supply caches.
- City Council meeting on March 19, 2024:
 - Approved license agreement for new Inn at Arch Rock sign in the right-of-way of NW Sunset Street.
 - Received Planning Commission report regarding suggested planning process for City emergency supply caches.



TO: Depoe Bay City Council
FROM: Kim Wollenburg, City Recorder
DATE: March 29, 2024, for April 2, 2024, City Council Meeting
SUBJECT: Shell Avenue Dedication

Action Requested: Council approval of the proposed Shell Avenue right-of-way (ROW) dedication.

Discussion: The March 19, 2024 Council packet included information related to a street dedication of a piece of the existing paved Shell Avenue encroaches onto the property currently being developed by Harbor Lights LLC. Staff pulled this item to further discuss and resolve the requests from Harbor Light LLC.

As a brief background, to solve this encroachment, Harbor Lights LLC is offering to dedicate the 4,582 square feet causing the encroachment to the City and is requesting the following:

- The City to obtain a preliminary title report and title insurance policy, and
- The City to forgo an optional requirement from the City's engineer to provide an engineer's estimate, and
- The City to forgo an optional requirement from the City's engineer to provide a performance bond.

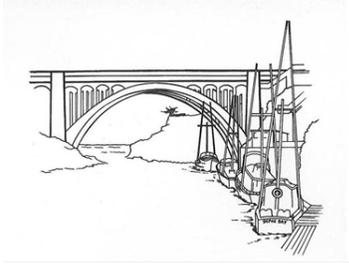
As noted in the previous staff report, the cost for the title report and title insurance policy is expected to be negligible. The larger issue is the engineer's estimate and performance bond. Originally, staff recommended against forgoing the engineer's estimate and bond; however, after further discussions with the City Engineer and City Attorney, while the City Council may still choose to deny the dedication, staff is comfortable with the slight assumption of risk.

Budget Impact: Preliminary title report and title insurance policy estimated at less than \$1,000.

Recommendation: Council approval of dedication of the encroaching portion of Shell Avenue to the City.

Attachment(s):

- Shell Avenue Dedication Planning Staff Report



Date: March 19, 2024
To: Depoe Bay City Council
From: Kit Fox, AICP, City Planner
Subject: Dedication of SE Shell Avenue Right-of-Way

On June 14, 2023, the Planning Commission approved a Building Permit (Case File #2-LI-PC-23) for an 18-unit multi-family development on a 2.40-acre property at the northeasterly corner of SE Shell Avenue and SE South 40 Lane. The conditions of approval for the project require compliance with the City's 2017 Transportation System Plan (TSP) by constructing a 5-foot-wide sidewalk along SE Shell Avenue. The applicant prepared plans for the sidewalk that have been reviewed and conceptually approved by the City Engineer. However, in the course of preparing these plans, it was brought to Staff's attention that the existing paved street encroaches onto the property at its northwesterly corner. Construction of the sidewalk within the existing public right-of-way would result in significant narrowing of the paved street where it enters the City's boat launch ramp parking area to the north. Otherwise, the public sidewalk would need to be partially constructed on private property. The first six (6) units of this development are currently under construction.

Sections 152.256-152.258 of the Depoe Bay Zoning Ordinance (DBZO) establishes a process for the City Council to consider and accept the dedication of public right-of-way that is not otherwise a part of a subdivision request. A request letter, draft deed, and exhibit depicting the proposed description (as required pursuant to DBZO Section 152.256) were submitted by the applicant on February 26, 2024. The draft deed is based upon a template provided by the City Engineer. The City Engineer has also reviewed and conceptually approved the exhibits accompanying the draft deed.

The applicant's dedication is made to the City for no direct compensation. However, as described in the request letter, the applicant asks to be exempted from the following obligations:

- The City will obtain and pay for a preliminary title report and title insurance policy for the property to be dedicated; and,
- The City will forgo the City Engineer's recommendation for an engineer's estimate and developer performance bond for the sidewalk.

The review of the dedication is subject to compliance with the provisions of DBZO Section 152.257:

(A) The Public Works Director, or other designated person, who shall check the proposal for grade and conformance to city road standards;

- The City Engineer has reviewed and conceptually approved the proposed sidewalk plans.

(B) A title insurance company for a standard preliminary title report; and,

- As mentioned above, the applicant proposes that the City obtain its own preliminary title report and insurance policy.

(C) The Planning Commission which shall review the proposal for compatibility with the city's Comprehensive Plan, transportation plan, and any adjacent approved tentative plans, plats, or maps.

- Staff believes that the Planning Commission's previous approval of the building permit constitutes a finding of compatibility with the City's Comprehensive Plan.

DBZO Section 152.258 states that a dedication request "shall be forwarded to the City Council along with the application for dedication. The dedicator shall furnish a standard title insurance policy insuring title of the dedicated street to the City. A public street will not be maintained by the City unless that street is accepted by the City into the City's road system."

Staff believes that a cost of a title report and insurance are expected to be negligible, whether prepared by the City or the applicant. However, Staff and City Engineer believe that it is not in the City's interest to waive the requirement for an engineer's estimate and performance bond for a sidewalk that will be constructed within public right-of-way. The applicant has indicated that if these two exceptions are not granted, they will construct the sidewalk within the current public right-of-way of SE Shell Avenue. Due to the existing roadway encroachment described above, this is expected to create a substantial narrowing of the existing street near the northwesterly corner of the project.

Attachments

- Request for dedication
- DBZO Sections 152.256-152.258 (Dedication of public streets application: review; approval)
- Sidewalk plans

February 26, 2024

REC'D FEB 27 2024

Harbor Lights, LLC
9055 SE Enoch Court
Clackamas OR 97015

To City Council of the City of Depoe Bay,

Harbor Lights, LLC requests the acceptance of a dedication of private property to relocate the required construction of a public sidewalk in the Shell Ave right-of-way and adjacent to the Harbor Lights, LLC property line per City of Depoe Bay Planning Commission approval Case File #2-LI-PC-23. This will eliminate the need for the City to remove and replace the existing water line and move and reconstruct Shell Ave to provide an adequate width or for the City to possibly proceed with a claim for Eminent Domain and take a portion of Harbor Lights, LLC private property at market value. Attached is the Planning Commission Approval and a map showing the existing property line and the proposed dedication.

The proposed dedication of private property is 4,582 square feet. A recent appraisal values the property at \$8.70 per square foot for a total value of \$39,463.40. In exchange for the value of the property, Harbor Lights, LLC is requesting the City obtain a preliminary title report and title insurance policy and forgo the City Engineer of Record optional requirement for an engineer's estimate and developer performance bond.

I hope we both find this proposal acceptable.

If not acceptable, we will adhere to the current agreement between the City of Depoe Bay and Harbor Lights, LLC per Planning Commission approval of Case File #2-LI-PC-23 and submit engineering for the placement of the sidewalk along the current property line and within the existing right-of-way of Shell Ave.

Regards,

Mark Lisac

Member

Harbor Lights, LLC

GRANTEE

Accepted on behalf of the City of Depoe Bay this _____ day of _____, 20____.

Signature

Printed Name

Title

This instrument was acknowledged before me on _____ by _____
_____ (name(s) of person(s))

Notary's Signature: _____

My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION OF A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
LOCATED IN THE SOUTHWEST 1/4 NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 9 SOUTH,
RANGE 11 WEST OF THE WILLAMETTE MERIDIAN, CITY OF DEPOE BAY, LINCOLN COUNTY,
OREGON

Beginning at a 5/8 inch iron rod at the southwest corner of Tax Lot 941 at the intersection of the northerly Right-of-Way line of SE South Forty Lane and the easterly Right-of-Way line of SE Shell Avenue located in the Southwest 1/4 Northeast 1/4 of Section 8 Township 9 South, Range 11 West of the Willamette Meridian, City of Depoe Bay, Lincoln County, Oregon; thence along the easterly Right-of-Way line of SE Shell Avenue North 0°40'41" West 217.41 feet to a 5/8 inch iron rod; thence continuing along said Right-of-Way line North 09°05'55" West 244.57 feet to a 5/8 inch iron rod; thence leaving said Right-of-Way line North 80°27'12" East 22.63 feet to a point; thence South 05°49'19" East 166.01 feet to a point; thence along the arc of a 336.00 foot radius curve to the right 30.17 feet, the long chord of which bears South 03°15'00" East 30.16 feet, to a point; thence South 0°40'41" East 226.17 feet to a point; thence along the arc of a 20.00 foot radius curve to the left 43.96 feet, the long chord of which bears South 63°38'20" East 35.63 feet, to a point on the northerly Right-of-Way line of SE South Forty Lane; thence along said Right-of-Way line South 53°24'00" West 42.63 feet to the POINT OF BEGINNING as shown on Exhibit "B".

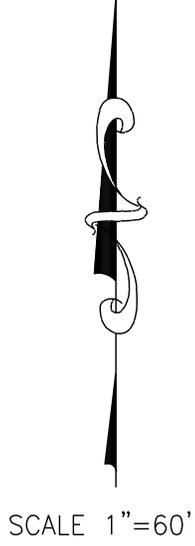
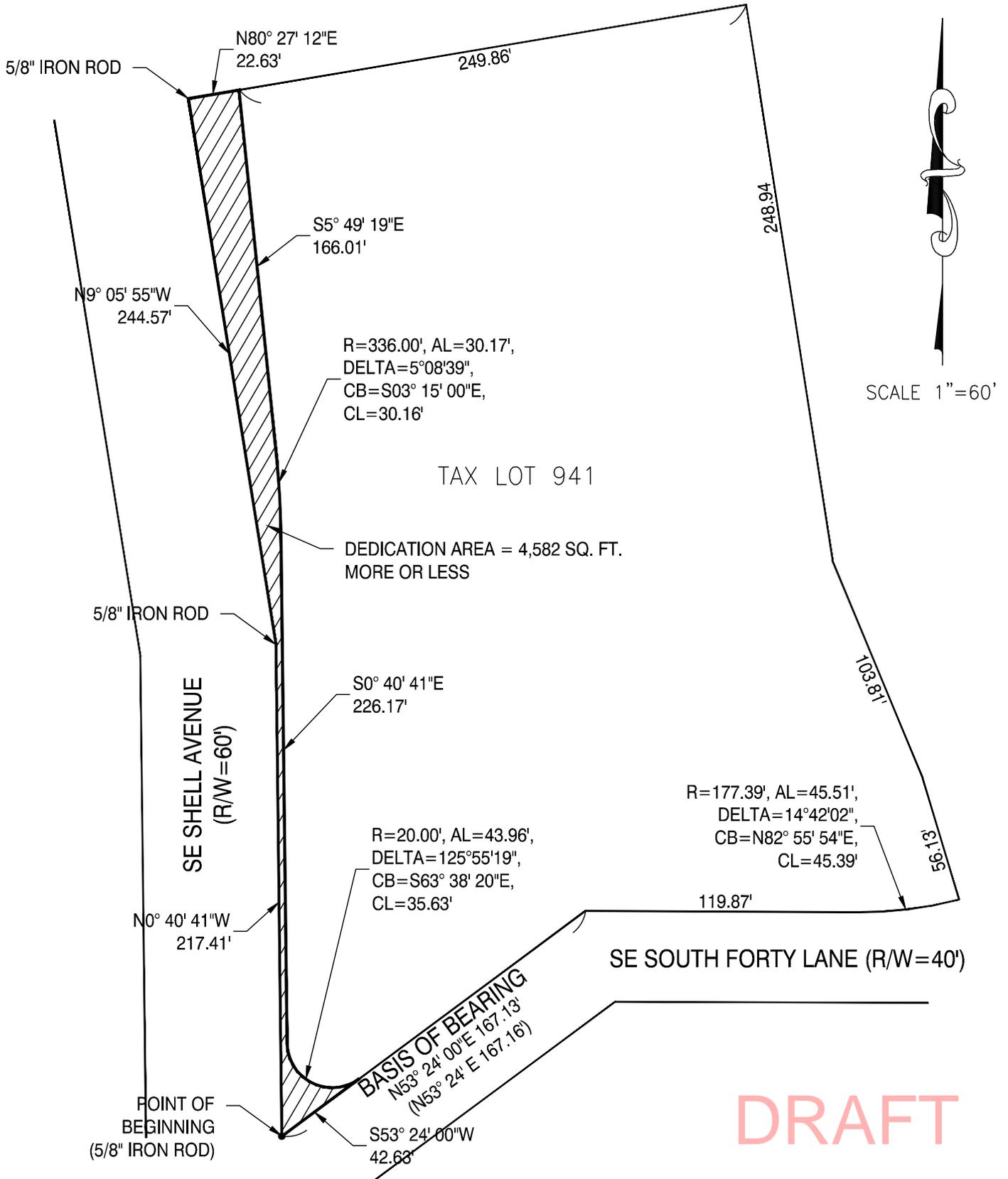
Said dedication containing 4,582 square feet more or less.

The Basis of Bearings for the above-described easement is from South "40" Addition, a Subdivision Plat of Record in Lincoln County, Oregon.

DRAFT

EXHIBIT "B"

SKETCH OF A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
 LOCATED IN THE SOUTHWEST 1/4 NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 9 SOUTH, RANGE 11
 WEST OF THE WILLAMETTE MERIDIAN, CITY OF DEPOE BAY, LINCOLN COUNTY, OREGON



DRAFT

THE BASIS OF BEARINGS FOR THE SKETCH ABOVE IS FROM SOUTH "40" ADDITION,
 A SUBDIVISION PLAT OF RECORD IN LINCOLN COUNTY, OREGON, AS SHOWN.

§ 152.256 DEDICATION OF PUBLIC STREETS APPLICATION.

Any person wishing to create a public road or street which is not a part of a subdivision shall make written application to the City Council. The application shall consist of a letter addressed to the Council requesting acceptance of the dedication; a dedication deed with a proper description of the proposed dedication signed by all owners of the property being dedicated; and a map showing the proposed road and property intended to be served by the road.

(Ord. 24, passed 4-5-1976; Ord. 57, passed 6-4-1979; Ord. 87, passed 3-15-1982; Ord. 111, passed 5-21-1984; Ord. 153, passed 7-16-1990; Ord. 155, passed 9-17-1990; Ord. 256, passed 4-6-2004; Ord. 287, passed 5-4-2010)

§ 152.257 REVIEW.

The City Council shall refer the dedication application to the following:

(A) The Public Works Director, or other designated person, who shall check the proposal for grade and conformance to city road standards;

(B) A title insurance company for a standard preliminary title report; and

(C) The Planning Commission which shall review the proposal for compatibility with the city's Comprehensive Plan, transportation plan, and any adjacent approved tentative plans, plats, or maps.

(Ord. 24, passed 4-5-1976; Ord. 57, passed 6-4-1979; Ord. 87, passed 3-15-1982; Ord. 111, passed 5-21-1984; Ord. 153, passed 7-16-1990; Ord. 155, passed 9-17-1990; Ord. 256, passed 4-6-2004; Ord. 287, passed 5-4-2010)

§ 152.258 APPROVAL.

The above reports shall be forwarded to the City Council along with the application for dedication. The dedicator shall furnish a standard title insurance policy insuring title of the dedicated street to the city. A public street will not be maintained by the city unless that street is accepted by the city into the city's road system.

(Ord. 24, passed 4-5-1976; Ord. 57, passed 6-4-1979; Ord. 87, passed 3-15-1982; Ord. 111, passed 5-21-1984; Ord. 153, passed 7-16-1990; Ord. 155, passed 9-17-1990; Ord. 256, passed 4-6-2004; Ord. 287, passed 5-4-2010)

SHELL AVENUE FRONTAGE IMPROVEMENTS FOR MARK LISAC

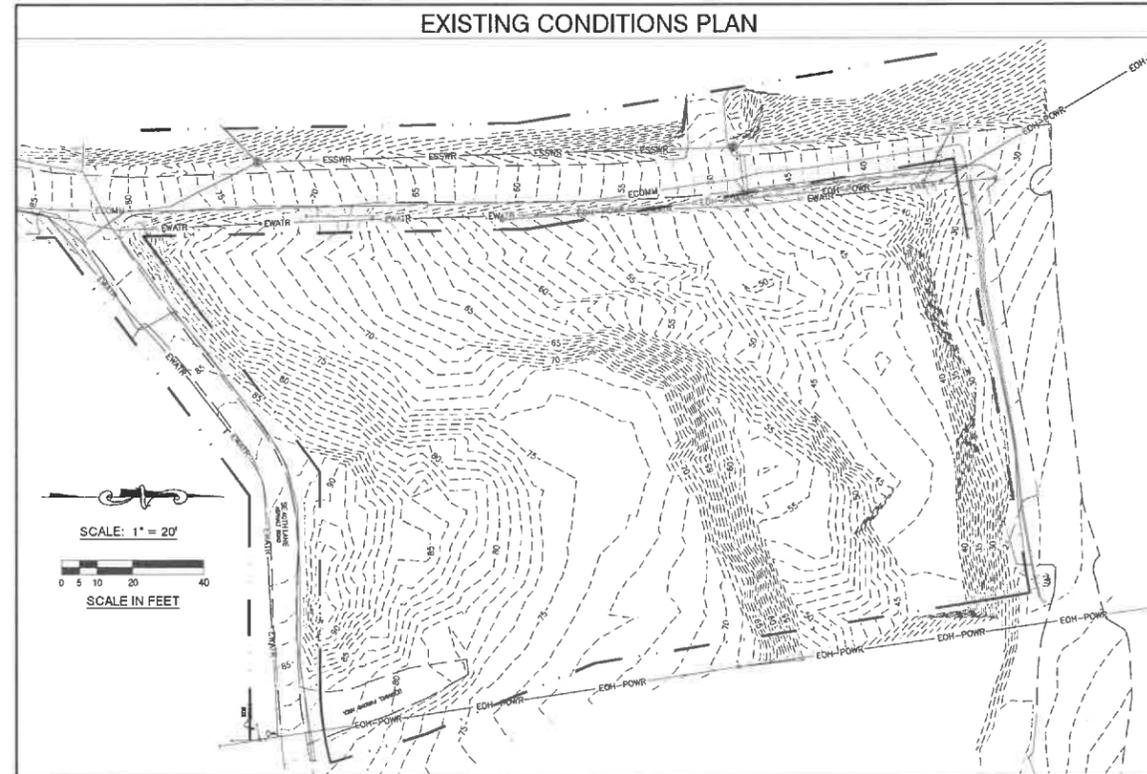
INDEX TO DRAWINGS	
C200	PUBLIC IMPROVEMENTS COVER SHEET AND EXISTING CONDITIONS PLAN
C210	FRONTAGE IMPROVEMENTS PLAN
C220	CROSS SECTIONS AND DETAILS
C230	OREGON STANDARD DRAWINGS

GENERAL NOTES:

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT APPLICABLE CITY OF DEPOE BAY STANDARDS AND POLICIES FOR CONSTRUCTION.
- LOCATION AND PROTECTION OF EXISTING UTILITIES
 - EXISTING UTILITIES LOCATED WITHIN THE PROJECT AREA ARE SHOWN AS ACCURATELY AND COMPLETELY AS POSSIBLE, HOWEVER, THE CONTRACTOR SHALL EXPECT THAT THE RECORDS FROM WHICH THE EXISTING UTILITY DRAWINGS WERE PREPARED ARE NOT COMPLETE.
 - VERIFY THE LOCATIONS OF ALL UTILITIES AND PROTECT THESE UTILITIES. ANY UTILITIES SHOWN ON THE DRAWINGS OR LOCATED IN THE FIELD THAT THE CONTRACTOR DISRUPTS OR DAMAGES SHALL BE PROMPTLY REPAIRED TO NEW CONDITION. IF REQUIRED, INSTALL SUITABLE TEMPORARY SERVICE UNTIL REPAIR CAN BE EFFECTED. THE COST OF THE REPAIR OR TEMPORARY SERVICE SHALL BE BORNE BY THE CONTRACTOR.
 - NOTIFY THE OWNER OF ALL UTILITIES EXPOSED. UNIDENTIFIED UTILITIES SHALL NOT BE DISRUPTED OR CUT UNTIL THE OWNER HAS APPROVED THE CUT.
 - ATTENTION: OREGON LAW REQUIRES CONTRACTORS TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0030. CONTRACTORS MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER (NOTE: THE TELEPHONE NUMBER FOR OREGON UTILITY NOTIFICATION CENTER IS (503) 323-1987. THE ONE CALL NUMBER IS 1-(800)-332-2344.

BENCHMARK:

ELEVATIONS ARE BASED ON NGS BENCHMARK "REEF" (PID QE1418) - A BRASS CAP LYING IN THE NORTHEAST CORNER OF THE SIDEWALK OF THE BRIDGE SPANNING DEPOE BAY INLET, BEING 27.2' WEST OF THE CENTERLINE OF HIGHWAY 101, 13.8' EAST OF BENCHMARK "O 198" (PID QE1164), 13.1' NORTH OF THE NORTH END OF A GUARDRAIL, 4.6' WEST OF THE WEST CURB OF THE HIGHWAY, AND 1.6' SOUTH OF THE NORTH END OF THE SIDEWALK. ELEVATION = 61.54' (NAVD 88)



REVISION:	DATE:
1	10/24/23
2	11/10/23
3	11/21/23

Devco
Engineering, Inc.
245 NE CONFER, P.O. BOX 121
CORVALLIS, OR 97339
WWW.DEVCOENGINEERING.COM
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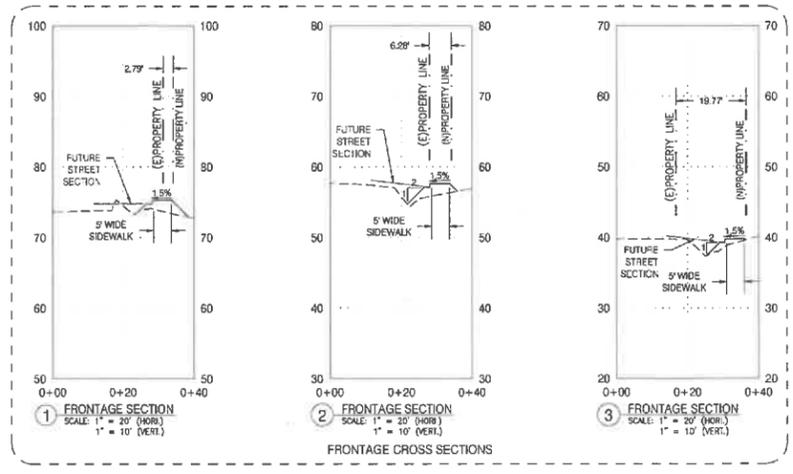
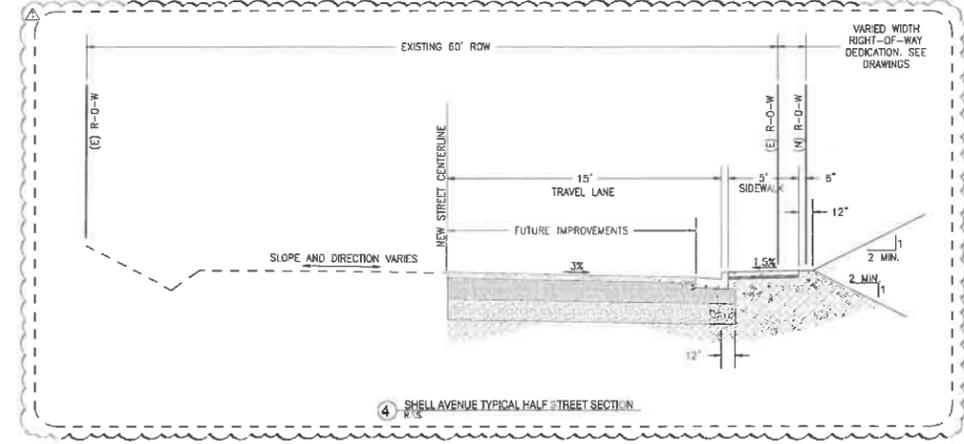
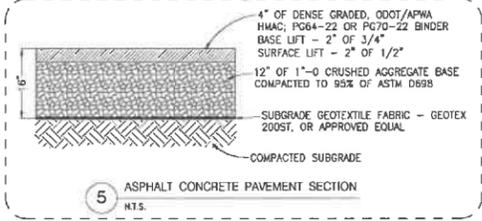
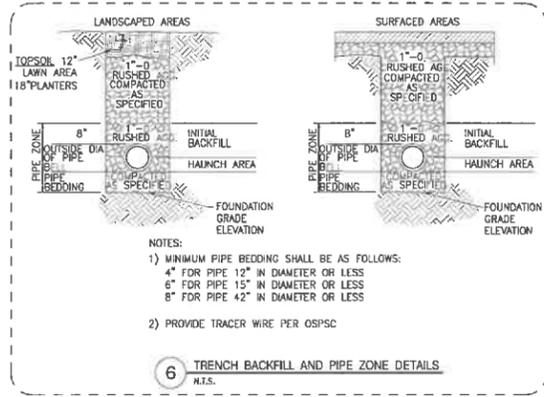
PROJECT: SHELL AVENUE FRONTAGE IMPROVEMENTS
PROJECT LOCATION: DEPOE BAY, OREGON
CLIENT: MARK LISAC

SHEET TITLE:
PUBLIC IMPROVEMENTS COVER SHEET AND EXISTING CONDITIONS PLAN

JOB NO. 22401
DRAWN BY: DEVCO
DRAWING:
C200

FILE: I:\VDR\30 - Project\12401\Production - Drawings\Public\22401\PREL_C02\PREL_C02.dwg [C200] 11/21/23 11:08 AM - Trevor

FILE: I:\CADD\Projects\22401\Production\Drawings\Public\22401\PRD_Plan.dwg [22401] 11/21/2023 11:10 AM - Tresh



No.	REVISION	DATE
1	CITY REVIEW	10/24/23
2	CITY REVIEW	11/10/23
3	CITY REVIEW	11/21/23

DRAWING STATUS	DATE
<input type="checkbox"/> PRELIMINARY	
<input checked="" type="checkbox"/> SUBMITTED	10/02/23
<input type="checkbox"/> BID SET	
<input type="checkbox"/> PERMIT SET	
<input type="checkbox"/> CONST. SET	

deveco
Engineering Inc.
246 NE CORNER, P.O. BOX 621
CORVALLIS, OR 97339
www.DEVCOENGINEERING.COM

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PROJECT: SHELL AVENUE FRONTAGE IMPROVEMENTS
PROJECT LOCATION: DEPOE BAY, OREGON
CLIENT: MARK LISAC

SHEET TITLE:
CROSS SECTIONS AND DETAILS

JOB NO. 22401
DRAWN BY: DEVCO
DRAWING: **C220**

FILE: N:\OR030_Proposal\22401\Production\Drawings\04\04\RD736\RD736.dwg (2/23) 1/17/2023 11:02 AM - Twp

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. Detectable warning surface details & locations are based on applicable ODOT Standards.
2. See project plans for details not shown.
3. Do not place detectable warning surface locations at curb corners.
4. Detectable warning surface placement for perpendicular ramps may be shown.
5. Detectable warning surface placement across the grade break is prohibited.

LEGEND:

- Vertical or inclined curbing location
- Sidewalk
- Detectable warning surface
- Handing slope 2.0% max. (Min. 0.7% detectable surface slope)
- Flare slope Min. 12.0% detectable surface slope

DETECTABLE WARNING SURFACE PLACEMENT FOR DIRECTIONAL CURBS

Effective Date: June 1, 2023 – November 30, 2023

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. Sidewalk details are based on applicable ODOT standards.
2. Fully formed sidewalks shown are project plans for the driveway design specified.
3. Fully formed sidewalks shown are project plans for the driveway design specified. For alternate details not shown, see Std. Draw. RD720, RD721, RD722, RD723, RD724, RD725 & RD726.
4. See project plans for details not shown.

LEGEND:

- Sidewalk pay bid
- Driveway curb finish, water for right-of-way
- Curb slope 1.5% max. (Min. 0.7% detectable surface slope)
- Flare slope 12.0% max. (Min. 2.0% detectable surface slope)

CURB LINE SIDEWALKS

Effective Date: June 1, 2023 – November 30, 2023

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. Details are based on applicable ODOT Standards.
2. Only use details allowed by jurisdiction.
3. The following dimensions are as shown on plan, or as directed otherwise, driveway slope, sidewalk slope, curb exposure, driveway to curb, landing area length and width, for project plans for details not shown.
4. Curb, gutter and sidewalk base notes, see notes.
5. See Std. Draw. RD720 & RD721 for curb details.
6. See Std. Draw. RD722 for gutter details.
7. A gutter that is used if constructed over passage with cross slope 1.5% max. (Min. 0.7% detectable surface slope) is required to be installed on a 12" minimum depth at driveway location to ensure that the driveway does not encroach the back of sidewalk at driveway.
8. If an existing gutter is to be replaced, the gutter depth shall be increased to 12" at driveway location to ensure that the driveway does not encroach the back of sidewalk at driveway.
9. A gutter that is used if constructed over passage with cross slope 1.5% max. (Min. 0.7% detectable surface slope) is required to be installed on a 12" minimum depth at driveway location to ensure that the driveway does not encroach the back of sidewalk at driveway.
10. A gutter that is used if constructed over passage with cross slope 1.5% max. (Min. 0.7% detectable surface slope) is required to be installed on a 12" minimum depth at driveway location to ensure that the driveway does not encroach the back of sidewalk at driveway.
11. 11" min. of driveway landing for sidewalk, should be provided to prevent backing of gravel onto the sidewalk.
12. Monolithic curb & sidewalk shall retain driveway when through lowered profile, to accommodate driveway use. See Std. Draw. RD720 for details.

LEGEND:

- Sidewalk
- Driveway curb finish, water for right-of-way
- Curb slope 1.5% max. (Min. 0.7% detectable surface slope)
- Handing slope 2.0% max. (Min. 0.7% detectable surface slope)
- Flare slope 12.0% max. (Min. 2.0% detectable surface slope)
- Width of driveway
- Curb exposure

CURB LINE SIDEWALK DRIVEWAYS OR ALLEYS (OPTIONS F & G) ODOT HIGHWAYS

Effective Date: June 1, 2023 – November 30, 2023

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. Curb exposure "C" to "E" or "F" as measured vertically from finished to higher curb on curb. See as shown on plan or as directed, ODOT Standard "C" to "F".
2. Curb, curb exposure joints at 20' maximum spacing, and at points of impact, and at ends of curb segments.
3. Curb, curb exposure joints at 17' maximum spacing, and at ends of curb and curb runs.
4. Transition shall be used to connect curbs of different exposure "C" to "F" in the total vertical dimension of these curb surfaces having slopes of 1:1 or steeper. Minimum sidewalk transition height shall be 20" for each 1" difference in "C".
5. Top of all curbs shall slope toward the roadway at 1.25% max. (Min. 0.7% detectable surface slope) unless otherwise shown or as directed.
6. Dimensions are provided, verify to confirm with each machine approved for the project.
7. Dimensions indicated to right are measured to the point of intersection of curb surfaces.
8. For alternate details, see Std. Draw. RD720, RD721, RD722, RD723, RD724, RD725, RD726, RD727, RD728, RD729, RD730, RD731, RD732, RD733, RD734, RD735, RD736, RD737, RD738, RD739, RD740, RD741, RD742, RD743, RD744, RD745, RD746, RD747, RD748, RD749, RD750, RD751, RD752, RD753, RD754, RD755, RD756, RD757, RD758, RD759, RD760, RD761, RD762, RD763, RD764, RD765, RD766, RD767, RD768, RD769, RD770, RD771, RD772, RD773, RD774, RD775, RD776, RD777, RD778, RD779, RD780, RD781, RD782, RD783, RD784, RD785, RD786, RD787, RD788, RD789, RD790, RD791, RD792, RD793, RD794, RD795, RD796, RD797, RD798, RD799, RD800, RD801, RD802, RD803, RD804, RD805, RD806, RD807, RD808, RD809, RD810, RD811, RD812, RD813, RD814, RD815, RD816, RD817, RD818, RD819, RD820, RD821, RD822, RD823, RD824, RD825, RD826, RD827, RD828, RD829, RD830, RD831, RD832, RD833, RD834, RD835, RD836, RD837, RD838, RD839, RD840, RD841, RD842, RD843, RD844, RD845, RD846, RD847, RD848, RD849, RD850, RD851, RD852, RD853, RD854, RD855, RD856, RD857, RD858, RD859, RD860, RD861, RD862, RD863, RD864, RD865, RD866, RD867, RD868, RD869, RD870, RD871, RD872, RD873, RD874, RD875, RD876, RD877, RD878, RD879, RD880, RD881, RD882, RD883, RD884, RD885, RD886, RD887, RD888, RD889, RD890, RD891, RD892, RD893, RD894, RD895, RD896, RD897, RD898, RD899, RD900, RD901, RD902, RD903, RD904, RD905, RD906, RD907, RD908, RD909, RD910, RD911, RD912, RD913, RD914, RD915, RD916, RD917, RD918, RD919, RD920, RD921, RD922, RD923, RD924, RD925, RD926, RD927, RD928, RD929, RD930, RD931, RD932, RD933, RD934, RD935, RD936, RD937, RD938, RD939, RD940, RD941, RD942, RD943, RD944, RD945, RD946, RD947, RD948, RD949, RD950, RD951, RD952, RD953, RD954, RD955, RD956, RD957, RD958, RD959, RD960, RD961, RD962, RD963, RD964, RD965, RD966, RD967, RD968, RD969, RD970, RD971, RD972, RD973, RD974, RD975, RD976, RD977, RD978, RD979, RD980, RD981, RD982, RD983, RD984, RD985, RD986, RD987, RD988, RD989, RD990, RD991, RD992, RD993, RD994, RD995, RD996, RD997, RD998, RD999, RD1000.
9. For alternate details, see Std. Draw. RD720, RD721, RD722, RD723, RD724, RD725, RD726, RD727, RD728, RD729, RD730, RD731, RD732, RD733, RD734, RD735, RD736, RD737, RD738, RD739, RD740, RD741, RD742, RD743, RD744, RD745, RD746, RD747, RD748, RD749, RD750, RD751, RD752, RD753, RD754, RD755, RD756, RD757, RD758, RD759, RD760, RD761, RD762, RD763, RD764, RD765, RD766, RD767, RD768, RD769, RD770, RD771, RD772, RD773, RD774, RD775, RD776, RD777, RD778, RD779, RD780, RD781, RD782, RD783, RD784, RD785, RD786, RD787, RD788, RD789, RD790, RD791, RD792, RD793, RD794, RD795, RD796, RD797, RD798, RD799, RD800, RD801, RD802, RD803, RD804, RD805, RD806, RD807, RD808, RD809, RD810, RD811, RD812, RD813, RD814, RD815, RD816, RD817, RD818, RD819, RD820, RD821, RD822, RD823, RD824, RD825, RD826, RD827, RD828, RD829, RD830, RD831, RD832, RD833, RD834, RD835, RD836, RD837, RD838, RD839, RD840, RD841, RD842, RD843, RD844, RD845, RD846, RD847, RD848, RD849, RD850, RD851, RD852, RD853, RD854, RD855, RD856, RD857, RD858, RD859, RD860, RD861, RD862, RD863, RD864, RD865, RD866, RD867, RD868, RD869, RD870, RD871, RD872, RD873, RD874, RD875, RD876, RD877, RD878, RD879, RD880, RD881, RD882, RD883, RD884, RD885, RD886, RD887, RD888, RD889, RD890, RD891, RD892, RD893, RD894, RD895, RD896, RD897, RD898, RD899, RD900, RD901, RD902, RD903, RD904, RD905, RD906, RD907, RD908, RD909, RD910, RD911, RD912, RD913, RD914, RD915, RD916, RD917, RD918, RD919, RD920, RD921, RD922, RD923, RD924, RD925, RD926, RD927, RD928, RD929, RD930, RD931, RD932, RD933, RD934, RD935, RD936, RD937, RD938, RD939, RD940, RD941, RD942, RD943, RD944, RD945, RD946, RD947, RD948, RD949, RD950, RD951, RD952, RD953, RD954, RD955, RD956, RD957, RD958, RD959, RD960, RD961, RD962, RD963, RD964, RD965, RD966, RD967, RD968, RD969, RD970, RD971, RD972, RD973, RD974, RD975, RD976, RD977, RD978, RD979, RD980, RD981, RD982, RD983, RD984, RD985, RD986, RD987, RD988, RD989, RD990, RD991, RD992, RD993, RD994, RD995, RD996, RD997, RD998, RD999, RD1000.
10. On or along state highways, curb and gutter is required at curb edge.

LEGEND:

- Driveway curb finish, water for right-of-way
- Curb slope 1.5% max. (Min. 0.7% detectable surface slope)
- Flare slope 12.0% max. (Min. 2.0% detectable surface slope)
- Width of driveway
- Curb exposure

CURBS

Effective Date: June 1, 2023 – November 30, 2023

REGISTERED PROFESSIONAL ENGINEER
OREGON STATE BOARD OF PROFESSIONAL ENGINEERS
 No. 181781
 EXPIRES 06/30/2025

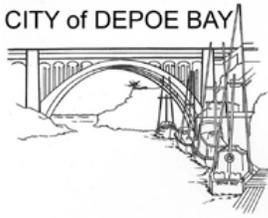
DATE: 10/24/23
REVISION: 11/16/23
NO.: 11/21/23

DRAWING STATUS: PRELIMINARY
 SUBMITTED
 BID SET
 PERMIT SET
 CONST. SET

PROJECT: SHELL AVENUE FRONTAGE IMPROVEMENTS
PROJECT LOCATION: DEPOE BAY, OREGON
CLIENT: MARK LISAC

SHEET TITLE: OREGON STANDARD DRAWINGS

JOB NO.: 22401
DRAWN BY: DEVCO
DRAWING: C230



TO: Depoe Bay City Council
FROM: Kim Wollenburg, City Recorder
DATE: March 29, 2024, for April 2, 2024, City Council Meeting
SUBJECT: Oregon State Marine Board Maintenance Agreement

Action Requested: Council approval of the proposed Maintenance Agreement and authorization for the mayor to sign.

Discussion: Annually, the City submits for a Maintenance Agreement grant from the Oregon State Marine Board. Attached is the grant agreement for 7/1/2023 to June 30, 2025.

Budget Impact: Matching funds of 25% for pumpout dump station and 40% for other grant approved sites will be budgeted in the FY 24/25 budget year.

Recommendation: Council approval of the Maintenance Agreement and authorization for the mayor to sign the agreement.

Attachment(s):

- Maintenance Assistance Grant Intergovernmental Agreement

**MAINTENANCE ASSISTANCE GRANT
INTERGOVERNMENTAL AGREEMENT**
Agreement No. 2325-008

This Agreement is between the State of Oregon acting by and through its Marine Board (“OSMB”) and the City of Depoe Bay (“Recipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150. OSMB is a recipient of a grant from United States Department of Interior, Fish and Wildlife Service. OSMB has sufficient facility maintenance assistance grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Maintenance Assistance Grant Program rules in OAR 250-014-0300-0305 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the operation and maintenance of two recreational boating access sites hereinafter called the “Project,” as described in the Recipient’s Maintenance Assistance Grant Application No. 2325-008 and Site Inventory to OSMB. With this reference, the Maintenance Assistance Grant Application and Site Inventory are made part of this Agreement. If a conflict exists between the Maintenance Assistance Grant Application, Site Inventory and this Agreement, the Agreement will govern.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2025 or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed by June 30, 2025 and final billing for the Project shall be submitted to OSMB, on or before October 31, 2025. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1 OSMB’s Authorized Representative is:**
Janine Belleque, Boating Facilities Program Manager
PO Box 14145, Salem, OR 97309 or 435 Commercial Street NE Suite #400, Salem 97301
(503) 877-7580 Office, Janine.Belleque@boat.oregon.gov

4.2 Recipient's Authorized Representative is:
Kimberly Wollenburg, City Recorder
570 SE Shell Avenue, Depoe Bay, OR 97341
(541) 765-2361, recorder@cityofdepobay.org

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Responsibilities of Recipient:

5.1.1 Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.11.
Indemnification by Subcontractors.

5.1.2 Matching Funds. The Recipient shall contribute a minimum of 25% for each pumpout, dump station and floating restroom and contribute a minimum of 40% for all other approved sites as identified in the Maintenance Assistance Grant Application and Site Inventory.

5.1.3 Indirect Rate. The Recipient is charging the indirect rate of 0%. Total Indirect Costs to be charged are *\$0.00*.

5.1.4 Notification of Changes. Recipient will notify OSMB if there are any modifications in fees, season of use, quantities, ownership or management of any recreational boating access sites identified on the Inventory Sheet prior to requesting reimbursement. The Recipient will provide details of the modifications to OSMB in order for OSMB to evaluate for changes to the grant award. In the event the modifications effect the grant award an amendment will be issued.

5.1.5 Pumpout, Dump Station or Floating Restroom. The Recipient will provide performance reports and gallons of sewage collected with each reimbursement request.

5.1.6 Commercial and Other Uses. OSMB funds and matching funds cannot be used to support or accommodate commercial or other non-recreational boating uses or activities at the Project.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Maintenance Assistance Grant Application and Site Inventory, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or

3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Recipient must restrict use of the Project to only boats that comply with ORS 830.770, 830.775 and 830.624-630 or have current registration with another state.

5.1.7 Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

5.1.8 User Fees. No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct maintenance and operational costs for the Project.

5.1.9 Payments. Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor, materials or services for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

5.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

5.1.11 Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in

part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

SECTION 6: CONDITIONS TO DISBURSEMENT

6.1 Conditions Precedent to Any Reimbursement. OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Reimbursement Requests must be submitted on the approved OSMB Maintenance Assistance Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties with OSMB not reimbursing more than 75% of the cost for pumpouts, dump stations and floating restrooms and Recipient's match not being less than 25% of any request. For all other recreational boating access sites identified as the Project OSMB will not reimburse more than 60% of any request and Recipient's match not being less than 40% of any request.
- b. All reimbursement requests for pumpouts, dump stations, and floating restrooms must include a performance report and number of gallons collected.

6.2 Conditions Precedent to Partial Progress Payment(s). OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Federal Fund Approval. OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal

funds.

- 7.2 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the amount of \$5,880.00 state Boating Facility Grant, \$2,400.00 federal Clean Vessel Act funds for a total of \$8,280.00 to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for large-scale construction or capital projects such as replacing docks, installing restrooms or paving parking areas or to match other grants.
- 7.3 Payments.** OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".
- 7.4 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
- 7.5 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a city, duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;

- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

10.1 As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

10.1.1 Project Ownership. OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the operation, maintenance or construction of the Project.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

12.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified

Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 12 with respect to the Third-Party Claim.

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

SECTION 13: RECIPIENT DEFAULT

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by Recipient is untrue in any material respect when made;
- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

- 15.1** In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

15.2 In the event OSMB is in default under Section 14 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

SECTION 16: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 17: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 18: TERMINATION

18.1 Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.

18.2 Termination Because of Non-Appropriation or Project Ineligibility. OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time

upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

18.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The maintenance and operation of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the maintenance and operation sites or Project is not sufficient, legal and valid; or
- c. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to maintain and operate any project other than the Project described agreement; or
- e. The maintenance and operation of the Project is not completed in a good and workmanlike manner or fails to comply with any required federal, state or local law; or
- f. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- g. The Recipient defaults under any other agreement between the Parties.

18.4 Rights and Remedies.

- a. The Recipient shall, within 30 days of its receipt of a notice of default,

reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,12,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: COMPLIANCE WITH LAW

- 25.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.
- 25.2 Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.
- 25.3 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit

B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2 Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and
- 25.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 28: INTENDED BENEFICIARIES

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 31: SUBCONTRACTS

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in Recipient's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

Recipient shall comply with the additional requirements set forth in Exhibit A, B and C, Attachment A, B and C attached hereto and incorporated herein by this reference.
AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Exhibit C (Additional Requirements) Attachment A (FFATA Data Collection Form), Attachment B (Federal Debarment, Suspension, Ineligibility and Voluntary

Exclusion), and Attachment C (Site Inventory).

SECTION 37: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Marine Board

Larry Warren, Director _____
Date

City of Depoe Bay

Name, Title _____
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approval Authorized by Letter August 2, 2017
Steven Marlowe, Assistant Attorney General Date

EXHIBIT A

MAINTENANCE ASSISTANCE GRANT NO. 2325-008 BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

I. Grant Recipient Compliance Requirements:

A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, Recipient must complete and return the Federal Funding Accountability and Transparency Act (FFATA) form to OSMB prior to execution of this grant agreement.

grant agreement.

II. Administrative Requirements, Cost Principles and Audit Requirements:

Without limiting the general requirement of Section 25 of the Agreement, Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D as supplemented by 2 CFR Part 1402
- Recipient Integrity and Performance Matters Appendix XII to 2 CFR Part 200
- Cost Principles 2 CFR Part 200, Subpart E
- Contracts with Commercial Organizations 48 CFR Subpart 31.2
- Indirect Cost Proposals for states, local government agencies and Indian Tribes Appendix VII 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414
- Audit Requirement 2 CFR Part 200, Subpart F

III. Statutory and National Policy Requirements

A. Universal Identifier and System for Award Management Appendix A 2 CFR Part 25

B. Award Term for Reporting Subaward and Executive Compensation Appendix A to 2 CFR Part 170

- C. Award Terms for Trafficking in Persons 2 CFR §175.15
- D. Nonprocurement Debarment and Suspension 2 CFR Part 1400
- E. Requirements for Drug-Free Workplace(Financial Assistance) 2 CFR Part 1401
- F. New Restrictions on Lobbying 43 CFR Part 18. Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress or an officer or employee of a Member of the U.S. Congress in connection with the award.
- G. Whistleblower Protection for Contractor or Grantee Employees 41 U.S.C. §4712
- H. Prohibition on Members of Congress Making contracts with Federal Government 41 U.S.C. §6306
- I. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.
- J. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.
- K. Domestic preferences for procurements 2 CFR 200.322.

- As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work under this award.
- For purposes of this section:
 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete, glass, including optical fiber; and lumber.

IV. Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR§200.339, including suspension or debarment (see also 2 CFR Part 180).

- A. Conflict of Interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum , procedures to identify, disclose and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
- B. Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, “Disclosure of Lobbying Activities” form to OSMB. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html> . For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to

such expenditures by Indian tribe, tribal organization or any other Indian organization that are specifically permitted by other Federal law.

- C. Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII-Award Term and Conditions for Recipient Integrity and Performance Matters are required to report certain civil, criminal or administrative proceedings to SAM.

V. National Policy Encouragement

- A. Increasing Seat Belt Use in the United States Executive Order 13043. Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Individuals are encouraged to use seatbelts while driving in connection with award activities.
- B. Federal Leadership on Reducing Text Messaging While Driving, Executive Order 13513. Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

VI. Buy America Provision

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and

the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference

would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. Email all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant PSC or NAICS code for each (see <https://psctool.us/> and <https://www.census.gov/naics/>).
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to www.doi.gov/grants/buyamerica for the required 15-day public comment period. The Made in America Office will also review

all waiver requests. The Department will post approved waivers at www.doi.gov/grants/BuyAmerica/ApprovedWaivers. The Service will notify Recipients of their waiver request determination by email.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

2. Notice of Temporary Waiver of the Applicable Buy America Preference for Infrastructure In Effect July 13, 2022-January 12, 2023

Per the Buy America, Build America Act (Section 70914 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58) applicable to this award, none of the funds under a federal award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

The Recipient hereby notified that as of July 13, 2022, the applicable Buy America

preference for infrastructure is temporarily waived through January 12, 2023. On July 13, 2022, the Office of Management and Budget's Made in America office approved a General Applicability Waiver suspending the Buy America preference for Department of the Interior recipients for a six-month period. A copy of the approved waiver is available for the public on the "Approved Waivers" section of the Department of the Interior's Buy America web page (<https://www.doi.gov/grants/buyamerica>).

This waiver does not change the terms and conditions of this award, but rather suspends them for the specified period. This provides a window of opportunity in which your organization may identify known domestic supply chain issues affecting your Service award(s). If such issues are identified, please notify your Service program point of contact as soon as possible.

VII. Special Terms and Requirements

▪ Environmental Compliance Reviews

The project must adhere to all terms and conditions of the U.S. Army Corps of Engineers (USACE) Permit, NWP-2019-513. In particular,

- Compliance with the permit-referenced PDCs contained within the NMFS SLOPES IV In-water Over-water Structures programmatic biological opinion dated April 5, 2012(NMFS 2011/05580).
- Adherence to specified work window
- Adherence to the permit Inadvertent Discovery Plan, and
- Compliance with the conditions specified in the Oregon Department of Land Conservation and Development coastal zone management consistency determination, dated December 22, 2020.

▪ Inadvertent Archaeological or Historical Discoveries

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

3. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering
4. Take reasonable steps to ensure the confidentiality of the discovery sites; and
5. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said, remains.

C. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply

with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.

2. E.O. 11988: Floodplain Management; E.O. 11988 and E.O. 14030 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

3. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).

5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (Public Law 90-542; 16 USC Sections 1271 et seq.) -

6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC 1531-1544.

8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 1361-1407).

ATTACHMENT "A"
FFATA Data Collection Form

The Federal Funding Accountability and Transparency Act (FFATA) requires OSMB to report on certain federal subawards which are for more than \$30,000 via a public website by the federal government. This reporting applies only to

- Grants issued under federal grants, unless the recipient is an individual
- Subcontracts issued under federal contracts, unless subcontractor's gross annual income from the previous tax year was \$300,000 or less. Identify if subcontractor's gross income from all sources in the previous tax year was \$300,000 or less ___Yes or ___No.

OSMB: Complete this section before sending to XX Subrecipient or ___Subcontractor.

Title of Federal Award Project: Coastal CVA

Federal Sponsor: US Fish and Wildlife Service

Federal Award Number: F20AP11946-00

Prime award (received by OSMB) is a XX grant or ___contract

CFDA Number (if Prime award is a grant):15.622

Date of Sub-Award: July 1, 2020

Amount of Sub-Award: \$2,400.00

Sub-Award agreement number: 2325-008

Short description of work, (maintenance and operation of number of pumpouts, dump stations and floating restrooms)

X Subrecipient or ___subcontractor: Please provide the following information.

1. Name of Organization: _____
2. Organization Address: _____
3. Congressional District of Organization: Congressional District 4
4. Organization Unique Entity Identifier (UEI). If organization does not have a UEI, please go here to obtain one. [SAM.gov](https://sam.gov) | [Duns - Sam UEI](https://duns.sam.gov) : _____

5. Is Organization registered in the System for Award Management (SAM)?
__Yes __No. Organization must be registered.
6. Subcontractor NAICS Code (if prime award is a contract): __
7. In the preceding fiscal year did subrecipient receive 80% of its annual gross revenues from the Federal government? __Yes __No. If Yes, continue to question 8. If No, questionnaire is complete. Thank you.
8. In the preceding fiscal year, were the subrecipients' s annual gross revenues from the Federal government more than \$25 million annual? __Yes __No. If Yes, continue to question 9. If No, questionnaire is complete. Thank you.
9. Is information about the compensation of the senior executives in the subrecipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for the five highest paid officials below.

**For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient*

Name of Preparer: _____

Phone Number: _____

Email: _____

Position: _____

ATTACHMENT "B"

**Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier
Suspension Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension", and 2 CFR Part 180 or 78 CFR 52.209-6.

By signing and submitting this form, the prospective lower tier participant is provoking the certification set out below.

- (1) The prospective lower tier participant certifies, by submission of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this form is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The prospective lower tier participant agrees by submitting this form that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (5) The prospective lower tier participant further agrees by submitting this form that it will include the clause titled "Debarment and Suspension," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Full Organization Name:

Name and Title of Authorized Representative:

Signature Date:

- (7) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this form is submitted for assistance in obtaining a copy of those regulations.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (<http://epls.gov>).
- (9) Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT B

RECIPIANT TAX CERTIFICATION

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number _____

Oregon Tax Number _____

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature _____

Date _____

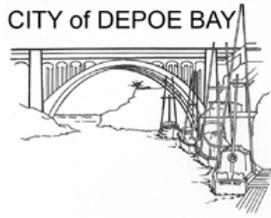
EXHIBIT C

ADDITIONAL REQUIREMENTS

- 1 The Recipient must spend funds identified for pumpout and dump stations and floating restrooms only on those specified items. The federal Clean Vessel Act funds cannot be spent on other boating access sites identified on the Site Inventory.
- 2 The Recipient will post advanced notice a minimum of two weeks prior to facility closure or partial closure when possible. Additionally, the Recipient will notify OSMB of closures and reopening, complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations,
- 3 OSMB will post notice of facility closures and reopening on website, online boating map and through social media as appropriate.
4. The Recipient will have an Inadvertent Discovery Plan (IDP) and provide training to staff about the plan prior to ground disturbing activities.
5. In the event the Recipient determines to only submit one reimbursement request upon completion of the agreement a progress report must be submitted in the manner and form identified by OSMB.

**ATTACHMENT "C"
SITE INVENTORY**

City of Depoe Bay		Depoe Bay Harbor		Pumout/Dump Station	
MAG 2023-25 Inventory		Reported	Allocation	Reported	Allocation
Restroom	Flush Y/N	Y	12		
	Vault/Compost Y/N	N	0		
	Portable Y/N	N	0		
	Number of Additional Stalls	1	4		
	Season of Use (3, 6, 9, 12 months)	12	\$1,600.00		
Grounds	Vegetation Maintenance Y/N	Y	6		
	Garbage Can or Dumpster Y/N	Y	6		
	Season of Use (3, 6, 9, 12 months)	12	\$1,200.00		
Parking	Total Number of Paved Single Car Stalls	2	0		
	Total Number of Paved Boat Trailer Stalls	30	6		
	Gravel Parking Square Feet	0	0		
	Gravel Overflow Square Feet	0	0		
	Season of Use (3, 6, 9, 12 months)	12	\$600.00		
Ramp	Single Lane Y/N	Y	6		
	Additional Number of Lanes	1	4		
	Season of Use (3, 6, 9, 12 months)	12	\$1,000.00		
Docks	Total Linear Feet	150	5		
	Season of Use (3, 6, 9, 12 months)	12	\$500.00		
Short Term Tie-up	Total Linear Feet	0	0		
	Season of Use (3, 6, 9, 12 months)	0	\$0.00		
Debris Boom	Log Y/N	N	0		
	Polypipe Y/N	N	0		
	Season of Use (3, 6, 9, 12 months)	0	\$0.00		
CVA	Pumpout/Dump Station Y/N			Y	12
	Monitoring System Y/N			N	0
	Pumpout only Y/N			N	0
	Dump only Y/N			N	0
	Holding Tank Y/N			N	0
	Season of Use (3, 6, 9, 12 months)			12	\$1,200.00
Floating RR	Season of Use (3, 6, 9, 12 months)				
Sub-Total Allocation			\$4,900.00		\$1,200.00
Use Fee			\$10.00		\$0.00
Use Fee Adjustment			\$4,900.00		\$0.00
Total Awarded Allocation			\$ 2,940.00		\$1,200.00
Total 2-year CVA Allocation			\$2,400.00		
Total 2-year Awarded Allocation			\$8,280.00		



TO: Depoe Bay City Council
FROM: Kim Wollenburg, City Recorder
DATE: March 31, 2024, for April 2, 2024, City Council Meeting
SUBJECT: Community Renewable Energy Grant Program

Action Requested: Council approval of providing a letter of authorization for the Community Renewable Energy Grant Program application.

Discussion: In order for the City and Resiliency Task Force to apply for the Community Renewable Energy planning grant, there is a requirement for a letter of authorization to apply and name an authorized representative from the entity's governing body.

Budget Impact: None.

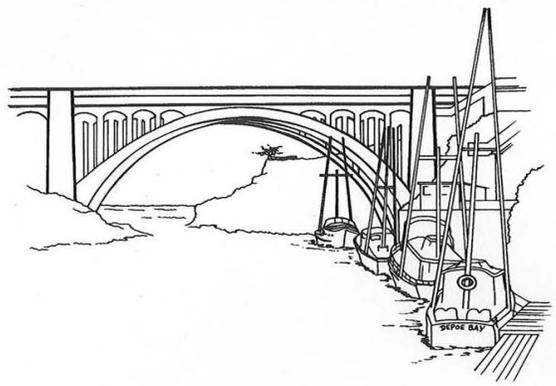
Recommendation: Council approval of the Letter of Authorization and approval for the mayor to sign.

Attachment(s):

- Letter of Authorization – Community Renewable Energy Grant

CITY of DEPOE BAY

Post Office Box 8 + Depoe Bay, Oregon 97341
Phone (541) 765-2361 + Fax (541) 765-2129
TDD# 1-800-735-2900



April 2, 2024

Oregon Department of Energy
550 Capitol Street NE
Salem OR 97301

Re: Letter of Authorization for the Community Renewable Energy Grant Program
Application

On this 2nd day of April, 2024, the City Council of Depoe Bay motioned and approved for the City, along with a community Resilience Task Force, to apply for a planning grant offered by the Oregon Department of Energy through their Community Renewable Energy Grant Program. Furthermore, the City Council appoints Kimberly Wollenburg, City Recorder, as the City's authorized representative/signatory for the grant application.

During the month of January 2024, the City of Depoe Bay experienced a three-and-a-half-day power outage due to ice storms in the valley and in the mountains. While the City has always been concerned about power outages, the length of the one in January showed the City that more work is needed to help the City and the community of Depoe Bay become more energy resilient.

The reality of the power outage had a huge impact on the City and community. As a result, a band of community residents, along with the City Council and the City, are seeking planning assistance with determining the best methods for the City to become energy resilient. Our ultimate goal is to have a workable plan that can drive the City's efforts to protect critical city infrastructure and provide support for our community and businesses.

Thank you for your consideration of our application.

Kathy Short, Mayor
City of Depoe Bay

ORDINANCE XXX-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF DEPOE BAY ESTABLISHING THE POSITION OF CITY
ADMINISTRATOR AND COMBINING THE POSITIONS OF CITY
ADMINISTRATOR AND CITY RECORDER INTO A CITY
ADMINISTRATOR/RECORDER POSITION**

WHEREAS, pursuant to Section 10 of the charter of the City of Depoe Bay, the City Council of the City of Depoe Bay may appoint such other officers as it deems necessary; and

WHEREAS, pursuant to Section 10 of the charter of the City of Depoe Bay, the City Council of the City of Depoe Bay may combine any two or more appointive city offices; and

WHEREAS, the Depoe Bay City Council has determined that it is in the best interests of the City to have the position of City Administrator created as the most appropriate way to more clearly separate the City's legislative functions (making laws, adopting policy, setting the budget) from its administrative functions (enforcing ordinances, implementing policy, managing staff and projects) and to more ably continue the provision of services to the citizens of the City of Depoe Bay; and,

WHEREAS, the City Council desires to combine the position of City Administrator with the position of City Recorder who shall be responsible for administering and supervising all functions, personnel, and departments of the City of Depoe Bay; and

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEPOE BAY, OREGON:

Section 1. Creation of City Administrator. The City Council of the City of Depoe Bay hereby creates the position of City Administrator.

Section 2. Combination of City Administrator position with City Recorder. The City Council of the City of Depoe Bay hereby combines the position of City Administrator with the position of City Recorder as a City Administrator/Recorder.

Section 3. Appointment and Compensation. The City Administrator/Recorder shall be appointed by the City Council and shall serve for an indefinite term. The City Administrator/Recorder shall be selected on the basis of demonstrated executive and administrative qualifications, with special preference given to the candidate's experience and training. The City Council may enter into an employment agreement which specifies, in writing, provisions, including but not limited to, establishing the level of compensation of the City Administrator/Recorder, specifying benefits including levels of support for the City Administrator/Recorder's continuing professional education and association activities, determining separation pay upon termination of the City Administrator/Recorder's employment and defining other conditions of employment. In the absence of a City Administrator/Recorder, the City Council may appoint an individual to serve as Interim City Administrator/Recorder.

Section 4. Powers and Duties of the City Administrator/Recorder. The City Administrator/Recorder shall be the chief administrative officer of the City and shall have the

power, duty, and responsibility as set forth in the position description attached as Exhibit “A.”

Section 5. Appointment Power. The City Administrator/Recorder may appoint such assistants, department heads, or employees as are necessary to the proper functioning of the city, except that the City Administrator/Recorder may not appoint those city officers which are by state statute required to be appointed by the City Council.

Section 6. No Interference. The City Council shall restrict its supervisory control to that of the City Administrator/Recorder and no elected official shall direct or request the appointment of any person to or his removal from office or position by the City Administrator/Recorder but may take part in the appointment or removal of officers and employees in the administrative service of the City expressly authorized by City Council.

Section 7. City Council Responsibility Not Impaired. Nothing in this Ordinance shall impair the responsibility of the City Council for the overall operation of the City as required by the laws of the State and the policies, rules, resolutions, and ordinances of the City.

Section 8. Dismissal. The City Administrator/Recorder shall serve at the pleasure of the City Council and may be removed by a majority vote of the City Council at any regular meeting, or special meeting called for that purpose, and subject to any City Administrator/Recorder employment contract.

Section 9. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 10. Authorization. The officers of the City are authorized and directed to take actions necessary and appropriate to effect the provisions of this Ordinance.

Introduced and passed at the first reading at a regular meeting of the City Council of the City of Depoe Bay on this ____ day of April 2024.

Passed the second reading and adopted by the City Council of the City of Depoe Bay on this ____ day of April 2024.

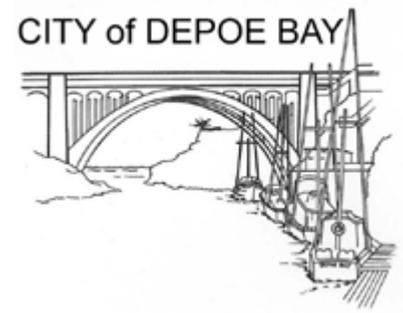
WHEREAS, the adoption of this ordinance is necessary to preserve the peace, health, safety, and welfare of the citizens of the City of Depoe Bay. This ordinance amendment shall be in full force and in effect thirty days after its adoption by the City Council of Depoe Bay.

Approved and signed by the Mayor of the City of Depoe Bay this ____ day of April 2024.

Kathy Short
Mayor

Attest:

Kimberly Wollenburg, City Recorder



Title: City Administrator/City Recorder
Department: Administration
FLSA Status: Exempt
Effective Date:
Wage Range: \$80,000 - \$120,000

CLASSIFICATION INTRODUCTION

Leads, plans, organizes, reviews, and directs the overall administrative activities and operations of the City government in accordance with policies determined by the City Council. Advise and assists the City Council and represent the City's interests with other levels and agencies of government, business interests, and the community at large. As the chief administrative officer for the City of Depoe Bay, plan and direct the activities of assigned City departments, either directly or through subordinate supervisors.

SUPERVISION RECEIVED/REVIEW OF WORK

Works under the general supervision of the City Council.

SUPERVISION/LEAD WORK EXERCISED

Supervises all City employees, either directly or through subordinate supervisors. Assigns and reviews work; alters the workloads of others to meet scheduling demands; evaluates performance and conducts appraisal interviews; and has the authority to hire and fire, or effectively recommend the same.

ESSENTIAL FUNCTIONS - DUTIES AND RESPONSIBILITIES

The duties listed are intended only as illustrative examples of the various types of work that may be performed by individuals in this classification. The incumbent may perform a combination of some or all of the following duties. These examples are not necessarily performed by all incumbents and do not include all specific essential functions and responsibilities the incumbent may be expected to perform.

- Develops, plans, and implements goals and objectives for the City; recommends and administers policies and procedures necessary to provide municipal services; approves new or modified programs, systems, administrative and personnel policies and procedures.
- Provides highly responsible administrative staff assistance to the City Council; directs specific and comprehensive analyses of a wide range of municipal policies; prepares and submits to City Council annual reports of financial and administrative activities.
- Manages and coordinates projects/programs to accomplish goals and objectives of the City of Depoe Bay City Council and ensure the efficient and cost-effective provision of City services. Confers with department heads and others on various operating and administrative problems, reviews departmental plans and programs, and suggests new innovative/methods to improve the service standards provided by the City of Depoe Bay.
- Prepares grant applications and administers grants received, keeping complete records and accounting.

- Provides administrative direction to City of Depoe Bay employees, directly or through department heads. Ensures satisfactory resolution of personnel issues. Reviews and approves hiring, discipline, and termination recommendations.
- Serves as the City of Depoe Bay budget officer. Supervises and prepares the annual budget. Reviews and approves program needs and estimates. Prepares, presents, and explains the budget document to the Budget Committee and Council for review and approval. Administers the approved budget and monitors revenue and expenditures to ensure compliance with City and Oregon budget laws.
- Oversees all City real and personal property. Acts as business agent of the City of Depoe Bay Council for the sale of real estate and other matters relating to franchises and leases.
- Ensures the creation and maintenance of adequate inventory records for all assets of the City of Depoe Bay. Along with the Public Works Director, advises the Council concerning new machinery, equipment, supplies or service procurements that can be obtained most advantageous to the City of Depoe Bay.
- Meets with the City Council at special and regular meetings. Provide information and reports covering various aspects of the city operations. Advise Council members in their deliberations on policy and/or legislative matters and can receive direction. Prepare and provide reports, resolutions, and ordinances for Council information and/or action.
- Attendance at City-sponsored events and assist with planning of such events. Explain City issues and projects and encourage citizen participation and support. Responds to citizen inquiries and resolves complaints or refers to the appropriate department, as necessary. Follows through to ensure satisfactory resolution of citizen inquiry.
- Interprets and applies codes, ordinances, personnel policies, and procedures. Ability to understand and adapt a working knowledge of municipal infrastructure and practices while working with the Public Works Director and Public Works Supervisor to oversee public works to include, streets, water, and wastewater.
- Exhibits leadership to staff and fellow employees. Serves as a model for accomplishing the City's vision and goals. Creates an environment in which employees are focused on producing excellent quality results. Sets standards for excellence in internal and external customer service.
- Administers specific program activities by planning, organizing, and supervising activities; establishes and implements operating policies and procedures.
- Acts as purchasing agent for all departments of the City. Negotiates contracts and solutions on a variety of core services, administrative, fiscal, and special projects. Analyzes cost-effectiveness of service contracts.

- Represents the City in the community and at professional meetings; participates on a variety of boards and commissions as needed; attends all Council meetings, prepares and presents staff reports and recommendations.
- Represents the City before the media, in legal or administrative proceedings, and to other departments, organizations, or entities as required.
- Performs all duties as may be prescribed by City Council action. Performs other duties as assigned that support the overall objective of the position.

AUXILIARY JOB FUNCTIONS:

- Undertakes special projects and research as directed by the Council. Provides assistance to other staff as workload and staffing levels dictate. Maintains proficiency by attending training and meetings, reading materials, and meeting with others in areas of responsibility.

EDUCATION AND EXPERIENCE REQUIREMENTS

Equivalent to a bachelor's degree from a four-year college or university in public administration, business management, or closely related field and ten years' experience with a minimum five years related experience as a City Manager, Assistant City Manager, or exempt level department head; OR any satisfactory combination of experience and training which demonstrates the knowledge, skills and abilities to perform the above duties

SPECIAL REQUIREMENTS

- Must be bondable.
- Must reside within thirty (30) minutes travel time to City Hall.
- Possession of or ability to obtain a valid Oregon driver's license. Must have a clean driving record.
- The individual shall not pose a direct threat to the health or safety of the individual or others in the workplace.

KNOWLEDGE OF

- Modern and highly complex principles and practices of municipal administration, organization, and economic development functions and services. Current social, political and economic trends and operating issues of municipal government.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of municipal government budget preparation and administration.
- Principles and practices of organization, administration, and personnel management.
- Research and reporting methods, techniques, and procedures.
- Principles of effective public relations and interrelationships with community groups and agencies, private business and firms, and other levels of government.
- Sources of information related to a broad range of municipal programs, services, and administration.
- City organizational goals and council policy.
- Pertinent Federal, State, and local laws, codes, and regulations.

- Principles of supervision, training, and performance evaluation.
- Word processing and spreadsheet software.

SKILLS IN

- Preparation and administration of a municipal budget.
- Conflict resolution with a willingness to address the point of conflict.
- Leadership and delegation.
- Strategic and critical thinking.
- Computers and applicable software.

ABILITIES TO

- Serve effectively as the administrative agent of the City Council to carry out and accomplish the objectives of the position, provide effective leadership, and coordinate activities of the City.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals to improve operations, procedures, policies, or methods.
- Identify and respond to public and City Council issues and concerns.
- Interpret and apply Federal, State, and City policies, procedures, laws, and regulations.
- Select, supervise, train, and evaluate assigned staff.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work including City Council members, staff, committee members, public officials, business leaders, and the general public.
- Work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City and its services.

DESIRABLE REQUIREMENTS

- Public communication skills.
- Knowledge of government organization, powers, functions, and relationships with other governmental jurisdictions.
- Knowledge of budgeting, planning practices, community development, finance, and personnel management.
- Mid-level management experience.

PHYSICAL DEMANDS OF JOB/POSITION

The physical demands described here (including lifting, mobility, movement, manual dexterity) are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

In the performance of job duties, employees are frequently required to stand, walk, sit, talk, and hear. Employees are occasionally required to use hands to finger, handle, feel, and operate objects, tools, or controls; and reach with hands and arms. Employees are occasionally required to climb or balance, stoop, kneel, crouch, or crawl.

Employees must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close, distance, color and peripheral vision; depth perception; and the ability to adjust focus.

Manual dexterity and coordination are required to perform the work. This is used while operating equipment such as computer keyboards; calculators, and telephones.

TOOLS AND EQUIPMENT USED

In the performance of job duties, employees will use a personal computer and various software programs; motor vehicle; calculator; phone; copy and fax machines; and other related tools and equipment.

WORK ENVIRONMENT/WORKING CONDITIONS

The work environment and working conditions described here are representative of those that are typical of the job and must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

In the performance of the job duties, employee will perform the majority of this job in an office environment under usual office working conditions. The noise level in the work area is typical of most office environments, with telephones, personal interruptions, and background noises. Work is also performed in numerous meeting settings in offices, conference rooms, and public spaces.

This position may regularly be expected to work evenings and weekends as needed.

EEO Statement: *Depoe Bay is an equal opportunity employer, and as such, we consider individuals for employment according to their abilities and performance. Employment decisions are made without regard to age, disability, race, color, national origin, religion, sex, gender, sexual orientation, veteran status, military status, association with members of a protected class, marital status, injured worker status, union participation, non-supervisory family relationships, or any other protected class or work relationship. All employment requirements mandated by State and Federal laws and regulations are observed.*

City Administrator/Recorder Employment Agreement

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective this ____ day of April 2024, by and between the City of Depoe Bay, Oregon, an Oregon municipal corporation (the "City") and Kimberly Wollenburg (the "Administrator/Recorder").

WITNESSETH:

WHEREAS, the City Council of the City (the "Council") and the Administrator/Recorder believe that an Agreement negotiated between the Council, on behalf of the City, and the Administrator/Recorder can be mutually beneficial to the City, the Administrator/Recorder, and the community they serve;

WHEREAS, the Council, on behalf of the City, desires to continue the services of the Administrator/Recorder, as the City Administrator/Recorder of the City, pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Administrator/Recorder has agreed to accept continued employment as the City Administrator/Recorder, subject to the terms, conditions and provisions of this Agreement.

WHEREAS, the Administrator/Recorder's employment with the City shall be subject to all requirements of the City's Employee Handbook unless contradicted by some provision of this Agreement. Employee shall perform all duties consistent with the City's rules and comply, at all times, with the City's Employee Handbook.

NOW, THEREFORE, the City and the Administrator/Recorder, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

1. Term

1.1 TERM. The term of this Agreement shall be for an indefinite period of time, provided, however, that the term of this Agreement shall be subject to earlier termination by Severance (as defined and set forth in Section 6.3 below) at the pleasure of the Council. Employee may resign at any time for any reason by providing at least thirty (30) days' notice to the City Council, unless the parties mutually agree otherwise.

2. Employment

2.1 CHIEF ADMINISTRATIVE OFFICER. The Administrator/Recorder is the chief administrative officer of the City and shall faithfully perform the duties of the City Administrator/Recorder as prescribed in the approved job description (Exhibit A), as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Administrator/Recorder Duties"). Further, the

Administrator/Recorder shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter, if any; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Administrator/Recorder by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Administrator/Recorder position.

2.2 DUTIES. The Council does hereby employ Administrator/Recorder as City Administrator/Recorder to perform the City Administrator/Recorder Duties in accordance with the job description attached as Exhibit A and pursuant to all Applicable Laws and Authorities to the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities.

2.3 REASSIGNMENT. The Administrator/Recorder cannot be reassigned from the position of City Administrator/Recorder to another position without the Administrator/Recorder's prior express written consent.

2.4 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Administrator/Recorder or the Administrator/Recorder's designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Administrator/Recorder's evaluation, or for purposes of resolving conflicts between individual Council members.

2.5 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Administrator/Recorder for study and/or appropriate action, and the Administrator/Recorder shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.

2.6 INDEMNIFICATION. To the extent it may be permitted to do by applicable law, including, but not limited to Oregon Rules of Civil Procedure, Chapter 174, the City does hereby agree to defend, hold harmless, and indemnify Administrator/Recorder from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Administrator/Recorder in the Administrator/Recorder's individual or official capacity as an employee and as City Administrator/Recorder, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Administrator/Recorder, as an employee of the City, acting within the course and scope of the Administrator/Recorder's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Administrator/Recorder committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held

either by the City or by the Administrator/Recorder.

The selection of the Administrator/Recorder's legal counsel shall be with the mutual agreement of the Administrator/Recorder and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Administrator/Recorder's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. To the extent this Paragraph 2.6 exceeds the authority provided and limitations imposed by Oregon Rules of Civil Procedure, Chapter 174, it shall be construed and modified accordingly.

2.7 APPROPRIATION. The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

2.8 HOURS OF WORK. The Administrator/Recorder acknowledges the proper performance of the City Administrator/Recorder's duties require the Administrator/Recorder to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Administrator/Recorder agrees to devote such additional time as is necessary for the full and proper performance of the City Administrator/Recorder's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Administrator/Recorder, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Administrator/Recorder. Such "flex time" is not compensatory time off and not paid out by the City in the event of separation of employment.

The Administrator/Recorder will devote full time and effort to the performance of the City Administrator/Recorder's duties, and shall remain in the exclusive employ of the City during the term of this Agreement; provided that, with the prior consent of the Council, the Administrator/Recorder may accept outside professional employment which does not interfere with the Administrator/Recorder performing the City Administrator/Recorder's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Administrator/Recorder is compensated and which are performed on the Administrator/Recorder's time off.

3. Compensation

3.1 SALARY. The City shall provide the Administrator/Recorder with an annual salary in the sum of Ninety-Five Thousand Dollars (\$95,000) effective April 1, 2024. This annual salary rate shall be paid to the Administrator/Recorder in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 SALARY ADJUSTMENTS. At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Administrator/Recorder, but in no event shall the Administrator/Recorder be paid less than the salary set forth in

Paragraph 3.1 of this Agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions. In such an event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

3.3 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY. The Administrator/Recorder may take, at the Administrator/Recorder's choice, the same number of hours of vacation authorized for other administrative employees of the City, the leave to be in a single period or at different times. The vacation leave taken by the Administrator/Recorder will be taken at such time or times as will least interfere with the performance of the City Administrator/Recorder's duties. The Administrator/Recorder is hereby granted the same sick/personal leave benefits as authorized by Council policies for administrative employees. The Administrator/Recorder shall observe the same legal holidays as provided by the City for its administrative employees.

3.4 BENEFITS - GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Administrator/Recorder shall be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities.

3.5 INSURANCE – HEALTH. The City agrees to pay the premiums for health, hospitalization, vision, dental and comprehensive medical insurance for the Administrator/Recorder pursuant to the group health care plan provided by the City for its administrative employees.

3.6 RETIREMENT BENEFIT. The City agrees to enroll the Administrator/Recorder into the applicable state or local retirement system and to make at least the same level of contributions for the Administrator/Recorder or on the Administrator/Recorder's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities.

3.7 OTHER BENEFITS.

- City agrees to provide a monthly benefit of one hundred and fifty dollars (\$150.00) per month for use of the City Administrator/Recorder's personal vehicle for City business. In addition, the Administrator/Recorder shall receive payment at the rate provided in IRS guidelines for all miles driven on official business outside of Lincoln County. Administrator/Recorder shall name the City as an "additional named insured" on the personal automobile liability insurance policy.
- City agrees to provide a cellphone stipend for City Administrator/Recorder of \$40.00 per month for responding to phone calls, text messages, emails, and all other types of inquiries for use during business hours and when away from the office during both business and non-business/personal time.

3.8 EXPENSES. The City shall pay or reimburse the Administrator/Recorder for reasonable expenses incurred by the Administrator/Recorder in the continuing performance of the Administrator/Recorder duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Administrator/Recorder for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance

of the business of the City. The Administrator/Recorder shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

3.9 CIVIC ACTIVITIES. The Administrator/Recorder is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

4. PROFESSIONAL GROWTH

4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS. The City agrees to budget for and to pay for professional dues and subscriptions of the Administrator/Recorder necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through the Administrator/Recorder's continued professional participation, growth and advancement.

4.2 PROFESSIONAL DEVELOPMENT TRAVEL. The City agrees to budget for and to pay for travel and subsistence expenses of the Administrator/Recorder for professional and official travel and meetings to adequately continue the professional development of the Administrator/Recorder and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Oregon City County Manager's Association, Oregon Government Financial Officer's Association, and such other national, regional, state and local governmental groups and committees in which the Administrator/Recorder is a member.

4.3 PROFESSIONAL CONTINUING EDUCATION. The City also agrees to budget for and to pay for travel and subsistence expenses of Administrator/Recorder for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the Administrator/Recorder's professional development.

5. PERFORMANCE EVALUATION

5.1 EVALUATION PROCESS. The Council shall review the Administrator/Recorder's job performance at least once annually with the first review being in January 2025, and subsequent annual reviews to occur during the month of January of each year thereafter unless the parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Council and the Administrator/Recorder. The Council shall provide the Administrator/Recorder with a reasonable and adequate opportunity to discuss with the Council and/or respond to the Administrator/Recorder's evaluation.

5.2 CONFIDENTIALITY. Unless the Administrator/Recorder expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Administrator/Recorder shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Administrator/Recorder from sharing the content of the Administrator/Recorder's evaluation with their respective legal counsel.

5.3 MODIFICATION OF EVALUATION PROCESS. In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Administrator/Recorder shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

6. TERMINATION

6.1 TERMINATION EVENTS. This Agreement shall terminate upon any of the following:

- Mutual agreement of the Council and Administrator/Recorder in writing and signed by them;
- Retirement or death of the Administrator/Recorder;
- Termination of Administrator/Recorder's Employment for "good cause" (as defined in Paragraph 6.2 below);
- Severance (as defined and set forth in Section 6.3 below); or,
- Expiration of the term of this Agreement.

6.2 "GOOD CAUSE." For purposes of this Agreement the term "good cause" is defined as follows: Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Administrator/Recorder under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Oregon.

6.3 SEVERANCE. The Administrator/Recorder will serve at the pleasure of the City Council and may be removed by the City Council at any time and without notice. In the event Administrator/Recorder is terminated by the City Council without cause, the Administrator/Recorder shall be entitled to a lump sum payment equal to the total salary and benefits for three (3) months increasing one (1) month for each additional year over five (5) years of employment up to a maximum of six (6) months. Severance pay shall include the cost of continued group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Action of 1985 (COBRA for the same period of time. In the event Administrator/Recorder is terminated for cause, City shall have no obligation to pay the aforementioned aggregate severance sum. A "for cause" termination is defined under Paragraph 6.2 above.

6.4 VOLUNTARY RESIGNATION. In the event the Administrator/Recorder voluntarily resigns the position with the City, the Administrator/Recorder shall give the City thirty (30) days written notice, unless the parties agree in writing otherwise. In the event the Administrator/Recorder resigns, the Administrator/Recorder will not be entitled to severance pay and will only be paid out accumulated vacation time.

7. GENERAL PROVISIONS

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the Administrator/Recorder relating to the employment of the Administrator/Recorder by the City. Any prior discussions or

representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7. 2 BINDING EFFECT. This Agreement shall be binding on the City and the Administrator/Recorder as well as their heirs, assigns, executors, personal representatives and successors in interest.

7.3 SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

7. 5 CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon and shall be performable in Lincoln County, Oregon, unless otherwise provided by law.

City of Depoe Bay

Employee

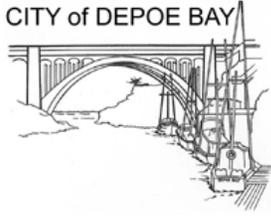
Date: _____

Date: _____

City Councilor Committee Assignments

Effective: April 2024

Agency	Representative	Alternate
Cascades West Council of Governments (ORCWCOG)	King	Recht
Cascades West Area Commission on Transportation (CWACT)	Short	Bedingfield
Lincoln County Homeless Advisory Committee	Short	(vacant)
Lincoln County Public Safety Coordinating Council (LPSCC)	King	(vacant)
Lincoln County Solid Waste Consortium (Agate Beach Closure)	Short	(vacant)
Lincoln County Solid Waste District Advisory Committee (SWAC)	Recht	
Oregon Coastal Zone Management Assoc. (OCZMA)	Recht	Watson
Mid-Coast Water Planning Partnership (MCWPP)	Beasley	Weidner
Internal		
Houseless Advisory Committee	Short	None
Safety Committee (City Hall)	Watson	Short
Emergency Preparedness Committee (2)	Bedingfield/King	None
Wastewater Advisory Committee (3)	(vacant)	(vacant), King
Accounts Payable	Short	King



TO: Depoe Bay City Council
FROM: Kimberly Wollenburg, City Recorder and Brady Weidner, Public Works Director
DATE: April 2, 2024, City Council Regular Meeting
SUBJECT: City-Wide Projects Memo

Update on Projects:

There are many tasks currently in progress within the City in addition to the daily/regular tasks of customer service and other duties.

Regularly included with this update is a separate document from the City Engineer regarding projects they are working on and the status. Additional updates will be provided below as needed.

Administration

Events: None.

Grants:

- Community Renewable Energy Grant – May 10, 2024
- Resiliency Hubs & Networks Grant – April 30, 2024
- Lincoln County Emergency Management Grant – first come
- Local Government Grant – Park Rehabilitation – May 1, 2024
- Local Government Grant – Parks Master Plan – May 15, 2024

Technology, Audio & Security Upgrade Project: Waiting for monitors to arrive to finish installation.

General: Advertising for three positions: Harbor Seasonal Worker, Utility Worker, and Maintenance Worker. First review of applications is after April 8.

Financial

Audit: Request for Quote for new auditor closing on April 8. Several auditing firms have reached out. Working on response and questions to Iler regarding the FY 19/20 audit report.

Budget: Preparing new budget for budget meetings. Posting notices for budget committee meetings.

Legal

Castanada: Currently in discovery phase and working with insurance provider and outside counsel.

Harbor

Harbor Restoration Project: Working with PND and Advanced American for submission of construction submittals.

Dock Leases and Fish Plant: Harbor Commission plans to provide a recommendation at the April 16 Council meeting.

General: Crew finishing with installation of the finger docks as time and weather permits. A temporary repair was done on the fuel fence, and crew is getting quotes to replace the fence as it is dangerously close to falling into the ocean. Took photos of the damaged seawall at the SE corner of the seawall and sent to the Corp with no response received as of yet. Nine security cameras are installed and are active. Waiting for the solar camera off the boat launch to have a base made. Staff toured the fish plant and will provide a report at a later date.

Water

Collins Water Line Replacement: The pipes and fittings for the Collins water line upgrade project continue to arrive. Discussing with City Engineer for a quote for the construction next budget cycle. Working with project engineering regarding the Water Treatment Plant and the City Engineer who is reviewing the findings.

Foundation/Filter Replacement: Waiting for estimate for replacement of Water Treatment Plant.

Potable / Culinary Wells Project: The last step is testing the water, which has to be done on a Wednesday. Oregon Health Authority said we have until spring 2024 to test. The plan is currently to do the testing in April.

North Tank Painting: Staff received a quote; however, the amount is too high and out of budget so additional research is required.

General: DJ Hills, Maintenance Worker, was promoted into the position of Water Treatment Plant Operator. New meters are being installed in View of the Bay and nearly complete. The Cedar Hills water line is complete and the development tied into the residences with a flushing line at the end. Continue to perform locates for boring in Little Whale Cove.

Wastewater

Catwalk Repairs: Survey completed. Final design and bid quote will follow.

Grit Pump & Auger System – Contacting contractor to check on status of repair and quote.

Cyclone Fence – Crew continue to seek additional quotes to replace all or part of the fence around the plant.

General: Al Bromley, Utility Worker, was promoted to a Wastewater Treatment Plant Operator. Crew upgraded decant pumps in the digester as the other ones were broken. Crew has been videoing with Vortex for problem Inl areas through the collection systems in various neighborhoods. Also working with the Shell Avenue contractor to do the lateral line installation for the townhomes.

Streets

Bay Street Improvements Project – Survey of site and the Coho parking lot done the week of March 5. Waiting for final design and RFP.

Heiberg - Crew temporarily set sandbags to control the flow of water. Crew is working with the City Engineer to design a berm. The work will be done once weather has warmed up enough for hot mix to be made.

Storm drain ditch maintenance: Work continues to be done as time and weather permits to clean out storm drains and ditches.

Street Overlays – Crescent overlay is complete.

General: Crew graveled the edges of the streets after the overlays and continue to work on general street maintenance as time and weather permits. Public Parking signs have been ordered to direct people to the Lingcod parking lot. Crew is also working on other signs for the City parking lots. Working on a list of road restoration projects that Spectrum needs to address.

Parks

Big Tire Park: No new updates. City Engineer will be on site April 5 to review area in detail to consider options.

North Bridge Replacement: Waiting for final drawings and plan to go out for quotes with the addition of the replacement stringers.

Woodmark Restrooms: Crew is waiting for the divider panels for men's side that need replacement come in.

Winchell Lookout: Waiting on new date for work from the contractor.

Resurface Park Playground: Staff continues to solicit quotes to redo the surface at the City Park playground to remove/replace the same for a better, safer and easier to maintain surface. Staff will use the quotes for the grant submission.

Community Hall Upgrades: New cabinets are on order but delayed.

Community Hall Back Deck Overhang: Staff is currently getting quotes to remove/replace the back deck overhang to raise it higher. This project was budgeted.

Ellingson Street Open Space: Discussion with City Attorney who recommended the City send a letter to the property owner requesting them to remove the fence that encroaches on the City right-of-way in a first attempt to address. Letter has not been sent yet.

Katy Roe Memorial: Reached out to family to determine next steps for removal and placement of new memorial bench (once location determined and approved by Council). No new action at this time.

General: Crew is doing basic maintenance and clean up and performing an assessment of the damage to Bridge 1's handrail. The County work crew is scheduled for the week of April 8 for natural trail clean up. They will also repair/replace the Indian Trail ravine.

QUOTATION FOR HAYWARD GORDON SOLIDS HANDLING PUMPS

Date:	3/27/2024	Project Reference:	Depoe Bay
Quotation No.:	Q4-80216-X2G3 Rev. 0	Equipment Reference:	

Customer:	Goble Sampson Washington 22526 SE 64th Place Suite 240 Issaquah WA 98027	Delivery:	16 weeks
		Incoterms:	DDP
		Freight:	PREPAID
		Terms of Payment:	0 {Net 30 Days}
		Taxes:	Not Included
		Price Validity	60 days
		Currency:	US \$
Attention:	John Darch	Salesperson:	Bob Lindgren
		Submitted By:	Paul Grodde

PRODUCT:

QTY	MODEL	UNIT SELL PRICE	LOT SELL PRICE
1	Hayward Gordon CR4-7 close coupled pump	\$13,990.00	\$13,990.00

CONSTRUCTION DETAILS:

Wet End:	Cast iron casing, Ni Hard impeller and wearplate
Seal:	Type 21 carbon vs. ceramic
Ports/Flanges:	6"x4" 125 lb RF
Motor Details:	7.5hp 1800 rpm 460/3/60 TEFC D-flange, drip cover
Drive:	close coupled
Guard:	
Base/Coverplate:	
Pump Setting:	

APPLICATION DETAILS:

Fluid:	Grit	Impeller Diameter:		Solids:	
Capacity:	250 gpm	Viscosity:		NPSHR:	
Head:	19 feet	Temperature:			
Pump RPM:	1750 rpm	Specific Gravity:			

REMARKS:

Priming system not included
Replacement for s/n 293801

GENERAL COMMENTS:

- Price validity is based on receipt of complete approval and release for production no more than eight weeks after drawings have been submitted by Hayward Gordon ULC.
- Hayward Gordon ULC's standard Terms and Conditions of Sale apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
- All start-up and instructional services not included unless specifically noted otherwise in this proposal.
- All starters and control equipment are not within Hayward Gordon ULC's scope of supply and are to be supplied by others unless specifically noted otherwise in this proposal.
- This proposal does not include installation, wiring, field painting or any other items except as specifically described above.

Hayward Gordon ULC
5 Brigden Gate · Halton Hills · ON · CANADA · L7G 0A3
T: 905-693-8595
<https://haywardgordon.com>

TERMS AND CONDITIONS OF SALE

FORMATION OF AGREEMENT

These Terms and Conditions of Sale apply to the purchase of Products, Services, or both, by Buyer from Scott Turbon Mixer Inc. (hereinafter referred to as "Seller"), each as identified in Seller's quote. These Terms and Conditions, together with Seller's quote, comprise the entire agreement between the parties (the "Agreement").

Seller's agreement to furnish Product or Services is expressly conditioned on Buyer's agreement to these Terms and Conditions. An order for Products, Services, or both, constitutes Buyer's acceptance of these terms and conditions. Seller rejects any terms, conditions, or warranties in Buyer's purchase order or other document or communication that are additional to or differ from those set out in this Agreement, unless set out in writing and signed by Seller's authorized representative.

PRICES

Quotes. Prices in Seller's quote are valid for 30 days from the date of the quote unless otherwise specified in writing.

Currency. Prices are in the currency specified in Seller's quote. If no currency is specified, prices to buyers located in Canada are in Canadian dollars and prices to all other buyers are in US dollars.

Taxes excluded. Prices do not include any Taxes related to the Products or Services supplied under this Agreement, which are the responsibility of Buyer, unless Buyer presents a waiver or an exemption certificate acceptable to Seller.

PAYMENT

Terms. Buyer will pay all invoiced amounts in full, without deduction, back charge or set-off, payment is not contingent on Buyer receiving payment from Buyer's customer. All invoices are payable within 30 days from the date of Seller's invoice, unless agreed to by Seller's authorized representative. All claims against invoices must be made within 30 days after receipt of goods.

Payment Method. Seller reserves the right to review Buyer's credit and extend or deny credit. The Buyer consents to provision of credit information and to the disclosure of information concerning the Buyer to credit agencies or financial institutions. Upon determination that the Buyer's creditworthiness has changed adversely, or does not satisfy current credit standards, Seller may change the credit limit. Buyer is hereby notified that payments by credit card will incur a 2% fee. NSF cheques will be subject to a \$100 charge.

Late Payment. If payment is not made when required, Seller may at its option take one or more of the following actions: (i) treat such failure as a repudiation of all or a portion of the order that has not been fully performed and immediately suspend performance, (ii) continue production and make shipment under reservation of title or a security interest, and demand payment against tender of documents of title; (iii) charge interest at the lesser of 2% per month with an annual cap of 24% and the maximum rate permitted under applicable law, from the due date until paid, plus Seller's reasonable costs of collection. (iv) enter the premises where any Products for which Buyer has not paid are located, repossess such Products whatever the mode of their attachment to realty or other property, sell the repossessed Products, apply the proceeds to the overdue payment, and recover any deficiency from Buyer. (v) cancel credit privileges without notice. (vi) accelerate payment of the full balance owed. (vii) recover from the Buyer all costs incurred in collecting any unpaid amounts, including, but not limited to, collection suit fees, legal fees, and court costs.

DELIVERY, RISK, TITLE

Delivery dates. Delivery dates stated in advance of shipment, including in Seller's quote, are estimates only are not guaranteed. Seller will not be liable for or penalized because of delays in shipment for any cause. Seller reserves the right, upon prior notice to Buyer, to make partial deliveries or partial performance, which may be separately invoiced.

Buyer Delay. If Products cannot be shipped to or received by Buyer when ready because of any cause attributable to Buyer or its other contractors, Seller may store the Products at the sole expense and risk of Buyer; in such case, Seller will invoice Buyer and terms of payment will apply as if delivery had been made on the original delivery date.

Damage/Shortage. Claims for damages or shortages must be made within 5 days after receipt of Products.

CHANGES

Orders accepted by Seller are not subject to change or cancellation by Buyer, except with Seller's written consent. Where Seller authorizes changes (including changes to specifications, and special packaging, tests, or inspections in addition to Seller's normal procedures and not set out in Seller's Quote), Seller may charge Buyer reasonable costs of such change.

Seller will make every effort to maintain initial prices throughout the drawing and submittals process. For the avoidance of doubt, in the instance of any change and resubmittal Seller reserves the right to adjust the price in accordance with equity and necessity.

Further, should the Buyer not respond to confirm drawings and submittals in 30 days, the initial price quoted may no longer be valid and may be subject to change in accordance with equity and necessity.

RETURNS

Goods may not be returned without prior authorization of seller and will incur a minimum 20% restocking fee. Returns are at Seller's sole discretion. Returns of custom products will not be accepted.

INSTALLATION

All Products will be installed by and at the risk and expense of Buyer, unless otherwise specified in Seller's quote or agreed to in writing.

WARRANTY

Seller warrants that during the warranty period:

- (i) all Products sold by it to Buyer pursuant to the Agreement, when properly stored, installed, used and maintained by Buyer, will in all material respects, conform to the specifications and be free from defects in materials and workmanship under normal usage; and
- (ii) the Services performed by Seller will be performed in a good and workmanlike manner in accordance with any mutually agreed specifications.

Warranty Period. The warranty period for Products is one year from date of shipment.

Warranty Claims/Seller's Obligations. A claim must be submitted in writing, within 30 days of discovery, within the warranty period, to give rise to Seller's obligations. Seller's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair or replacement by Seller, in the case of the Product warranty, and re-performance by Seller in the case of the Services warranty. Such repair, replacement or reperformance will not extend the warranty period. Seller may require access to complete and accurate records of operation and maintenance during the warranty period, or the return of defective parts, freight prepaid, before a warranty claim is recognized.

Third-party components.

Products may contain components from third party manufacturers. Seller will use reasonable commercial efforts to extend to Buyer the benefit of any warranty given by the component manufacturer to Seller where the third-party manufacturer permits it to do so.

No other warranties.

All other warranties, representations, terms and conditions (express, implied or statutory) as to quality, condition, description, merchantability, fitness for purpose, compliance with sample, or non-infringement (except implied warranty of title) are expressly excluded to the fullest extent permitted by law.

LIMITATION OF LIABILITY

Exclusions. Without limiting the foregoing, Seller will have no liability in respect of:

- (i) failure to follow Seller's use restrictions, specifications, recommendations or instructions or any misuse of the Products; (ii) any alteration, modification, repair, or enhancement of the Products by Buyer or any third party without Seller's prior written consent; (iii) any defect in the Product arising from designs, specifications or materials supplied by Buyer; (iv) any shipping, storage or working conditions different than those advised by Buyer after Seller's delivery of Products to Buyer; (v) chemical attack or wear; (vi) normal wear and tear; (vii) accident; (viii) fraud, negligence or wilful misconduct of Buyer or any of its affiliates or representatives; (ix) any Product for which the purchase price has not been paid in full in accordance with the Agreement.

Limitation.

- (i) In no event will Seller's liability, in the aggregate, for damages arising out of the use of the Product or Services, or arising under this Agreement, whether in contract, tort (including negligence), or otherwise, to Buyer or any other person exceed the amount paid by Buyer to Seller under the Agreement for the Products or Services to which such claim or damages relates; (ii) Seller will not be liable for loss of profit or revenues, loss of use of equipment or systems, loss or deferral of production, interruption of business or loss of contract, loss of use, increased operating costs, or claims of Buyer's customers for any of the foregoing, any special, consequential, incidental, indirect, or punitive damages, whether or not foreseeable at the date of Seller starting performance of the Agreement and even if Seller is advised in advance of the possibility of any such loss or damages.

INDEMNITY

Each party will indemnify the other party from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the indemnifying party in connection with this Agreement. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense will be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of a Product is considered third party property, and "third party" does not include Buyer or any subsequent owner of the Products, their subsidiaries, parents, affiliates, agents, successors, or assigns, including any operation or maintenance contractor, or their insurer.

EXCUSED PERFORMANCE/FORCE MAJEURE

A party will not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism. If such an event occurs, the time for performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event.

COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws and regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements, including, but not limited to, import and export control, anti-bribery and anti-money laundering laws, regulations, codes, or ordinances. In no event shall buyer use, divert, import, export, or re-export products and/or technology in violation of such applicable laws and regulations.

Buyer hereby certifies that it will not export, re-export, or transfer all or part(s) of the products to Iran, North Korea and any countries of the sanctioned countries under the laws and regulations applicable to seller.

GOVERNING LAW

Unless otherwise agreed to in writing, the laws of the jurisdiction from which Seller ships the Product(s) will govern the interpretation and construction of this Agreement, and the Parties agree to submit to the exclusive jurisdiction of the courts of such jurisdiction.

Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Assignment/Subcontracting.

Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates. Seller may subcontract portions of the work to any third party.



Quote

The Automation Group, Inc.

www.tag-inc.us

CCB #172838

Phone: 541-359-3755

Quote #231029G

Oct. 29, 2023

Depoe Bay WWTP

RE: Depoe Bay WWTP - PLC Upgrade

Project Scope:

TAG is providing a Quote to upgrade the existing GE PLC at the Plant and all remote sites. The PLC system will match the Upgraded SCADA System and will utilize the onboard alarming directly to minimize logic and cost of integration. A Radio Study will be performed at the beginning of the Job to verify radio path and mHz needed. If a radio path is not viable then a cellular path will be used.

Materials:

- **PN900**
 - CompactLogix 5380 Controller, 1MB, 8 I/Os, 24 nodes, Standard Includes (1) 5069-ECR: 5069 End cap
 - Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
 - 5069 Compact I/O 18 pins Screw type terminal block kit
 - 5069 Compact I/O 16 Channel 24VDC Source Output Module, 100µs response, 2 tier fault mode, hold last state

- **PN900-R1**
 - 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000MBps, supports up to 31 I/O modules, IP address rotary switch (last Octal) Includes (1) 5069-ECR: 5069 End cap
 - Power terminal RTB kit for 5069-AENTR.
 - 5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
 - 5069 Compact I/O 18 pins Screw type terminal block kit
 - 5069 Compact I/O Field Potential Distributor Module
 - 5069 Compact I/O 6 pin Screw type RTB packed kit
 - 5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state

- **PN1011**
 - 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000MBps, supports up to 31 I/O modules, IP address rotary switch (last Octal) Includes (1) 5069-ECR: 5069 End cap
 - Power terminal RTB kit for 5069-AENTR.
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling



Quote

- 5069 Compact I/O 18 pins Screw type terminal block kit
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
 - 5069 Compact I/O Field Potential Distributor Module
 - 5069 Compact I/O 6 pin Screw type RTB packed kit
 - 5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
 - 5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
- **PN1017**
 - 5069 Compact I/O EtherNet/IP Adapter, Dual Ethernet port, 10/100/1000Mbps, supports up to 31 I/O modules, IP address rotary switch (last Octal) Includes (1) 5069-ECR: 5069 End cap
 - Power terminal RTB kit for 5069-AENTR.
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
 - 5069 Compact I/O 18 pins Screw type terminal block kit
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
 - 5069 Compact I/O Field Potential Distributor Module
 - 5069 Compact I/O 6 pin Screw type RTB packed kit
 - 5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
 - 5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
- **Harbor**
 - CompactLogix 5380 Controller, 600KB, 8 I/Os, 16 nodes, Standard Includes (1) 5069-ECR: 5069 End cap
 - Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
 - 5069 Compact I/O 18 pins Screw type terminal block kit
 - 5069 Compact I/O 8 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
 - 5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
 - 5069 Compact I/O Field Potential Distributor Module
 - 5069 Compact I/O 6 pin Screw type RTB packed kit
 - 5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
- **Vista**
 - CompactLogix 5380 Controller, 600KB, 8 I/Os, 16 nodes, Standard Includes (1) 5069-ECR: 5069 End cap
 - Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB



Quote

- 5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
- 5069 Compact I/O 18 pins Screw type terminal block kit
- 5069 Compact I/O 16 Channel Normally Open Individually Non Isolated type Relay Output Module, 2 tier fault mode, hold last state
- 5069 Compact I/O Field Potential Distributor Module
- 5069 Compact I/O 6 pin Screw type RTB packed kit
- 5069 Compact I/O 16 channels AC input modules, supporting both 120 & 240 VAC signals
- **Fogarty**
 - CompactLogix 5370 L2 Controller, 2 EtherNet/IP ports, 750KB memory, 16 DC in, 16 DC out, 4 Universal Analog in, 2 Analog out, 4 High Speed Counters, up to 4 1769 I/O expansion modules, 8 EtherNet/IP and 120 TCP connections, 24V dc input embedded power sup Includes (1) 1769-ECR: Right End Cap Terminator
- **Software**
 - Studio 5000 Programming software for V20 and above
- **Radio or Cell or Mix (4 Sites, Plant, Vista, Harbor, and Fogarty)**
 - FCC Setup
 - FCC Licensing fee for first 8 years
 - Cellular Setup
 - Cellular Monthly Plans
 - Lightly Managed Ethernet Switch
 - Ethernet Radio
 - Feedline
 - Polyphaser
 - Connectors and Jumpers
 - 24vdc Power Supply

Tasks:

- Upgrade Design
- Radio/Cellular Design
- Programming
 - All PLCs listed above
 - Radios/Cellular Modems
 - SCADA Computer
- Install PLCs
 - PN900
 - PN900-R1
 - PN1011
 - PN1017
 - Harbor
 - Vista
 - Fogarty



Quote

- Radio/Cellular install
 - Main Plant
 - Vista
 - Harbor
 - Fogarty

- System Startup
 - Electrical Install
 - PLCs by system
 - Remote Sites
 - SCADA

- Training
- System Backups

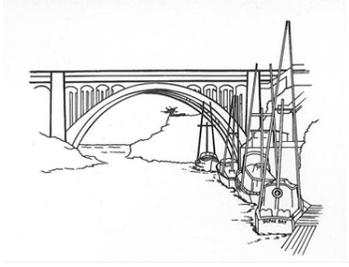
Clarification/Exclusions:

- TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

Price.....\$189,604.00

Thank you,
Gary Jenks
 Gary Jenks
 (541) 912-3766
 gjenks@tag-inc.us

TAG standard terms apply



Date: April 2, 2024
To: Depoe Bay City Council
From: Kit Fox, AICP, City Planner
Subject: Two-Year Planning Activity Summary

On March 5, 2024, the City Council granted the City Planner's request for a 4% cost of living increase for the remaining term of the current 2-year contract, beginning on April 1, 2024. In the course of discussing this request, Councilors expressed interest in seeing a more detailed summary of planning activity. As the Council is aware, Staff provides a monthly summary of planning activity on the first Council agenda of each month. The planning summary for March 2024 is provided as a separate item on tonight's agenda (Planning Commission Staff Liaison report).

Under the terms of the current contract, the City Planner has office hours at City Hall two (2) days per week (currently Tuesdays and Wednesdays, 16 hours/week) plus an additional four (4) hours per month for Planning Commission meetings. The table below provides a "by the numbers" summary of the City Planner contract and overall planning activity since April 1, 2022.

	4/1/22-3/31/23 Term	4/1/23-3/31/24 Term
Base Contracted Hours	880 hours/year (16.9 hours/week)	880 hours/year (16.9 hours/week)
Actual Hours Worked	989.1 hours/year (19.0 hours/week)	947.7 hours/year (18.2 hours/week)
Compensation	\$60.00/hour (\$59,346.00/year)	\$64.20/hour (\$60,842.34/year)
No. of Planning Commission Meetings Held	14 (extra meetings on 3/22/23 and 3/23/23)	10 (no meetings on 10/11/23 or 12/13/23)
No. of Public Hearings/ Meetings Held	25	37
No. of Building Permits Reviewed/Issued	19	23
No. of Complaints/Violations Investigated	10	8
No. of City Council Meetings Attended	11	12

Staff is also considering posting the monthly planner's report summary on the City's website, separate from its regular inclusion in the City Council's first monthly meeting agenda packet.