

**City of Depoe Bay**  
**City Council Regular Meeting**  
May 7, 2024 – Tuesday, 6:00 PM  
Depoe Bay City Hall – 570 SE Shell Avenue

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*The Meeting Location is Accessible to the Public*

**To Join Zoom from Your Computer, Tablet, or Smartphone:**

<https://us02web.zoom.us/j/3850131421?pwd=dnVZa0lxbFRHWHlwMndMT3VjUjl2QT09>  
Meeting ID: 385 013 1421  
Passcode: wx02sD

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Meeting ID: 385 013 1421  
Passcode: wx02sD

*Please Note: In the event of Zoom Technical Difficulties the Telephone Conference System will be utilized.  
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*Public comments may be made via email up to two hours before the meeting start time at  
[info@cityofdepobay.org](mailto:info@cityofdepobay.org)*

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**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 Work Session Minutes – February 27, 2024
  - 2) Accounts Payable ReportAction: \_\_\_\_\_
- E. Guest Presentations
  - 1) Economic Development Alliance/Oregon Coast Community College
- 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@cityofdepobay.org](mailto:recorder@cityofdepobay.org). Please limit comments to one page and include your name and address. Emails received before 5:00 PM on the day of the meeting will be included and read into the record for comments by the Council.*
- H. Unfinished Business
  - 1) Property Line Adjustment Agreement – WhiteAction: \_\_\_\_\_
- I. New Business
  - 1) City Council Vacancy Appointment InterviewsAction: \_\_\_\_\_

- 2) Oregon Liquor Commission Application – Seoule K-Food  
Action:\_\_\_\_\_
- 3) Approval of Engagement Letter – Financial Recovery Services – Summers  
Sears CPA, LLC  
Action:\_\_\_\_\_
- 4) Non-Binding Letter of Commitment – Safe Streets for All Regional Coast  
Application  
Action:\_\_\_\_\_
- 5) Lincoln County Consortium for Solid Waste Management – Draft FY 24-25  
Budget  
Action:\_\_\_\_\_
- 6) Amendment to Ordinance – Late Fee Waiver – Ordinance 348-24  
Action:\_\_\_\_\_
- 7) Schedule Work Session  
Action:\_\_\_\_\_

- J. City Staff Reports
  - 1) Project Updates
- K. Closing Public Comment
- L. Council Comments
- M. Adjournment

Depoe Bay City Hall is accessible to people with disabilities. If special accommodations are needed, please notify City Hall at (541) 765-2361 48-Hours in advance of the meeting so appropriate assistance can be provided.  
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  
February 27, 2024, 5:30 PM  
Depoe Bay City Hall

PRESENT: R. Beasley, L. Bedingfield (late arrival), F. Recht, J. King, K. Short, V. Sovern,  
A. Watson  
ABSENT: None.  
STAFF: City Recorder K. Wollenburg; Administrative Assistant G. Burke  
GUESTS: None.

A. CALL MEETING TO ORDER

Mayor Short called the work session to order at 5:30 PM.

B. EMERGENCY PREPAREDNESS

Mayor Short thanked the members of the City Council and said that she was grateful for their cooperation and attendance at the work session because emergency preparedness is something that is near and dear to her. She said that in all of the recent seminars she's attended that focused on emergency management, the key takeaway that she received was the importance of taking care of yourself and your immediate family first after a disaster.

A discussion followed about possible escape routes within the City. Councilor King said that cache locations and sectioning the City up by islands or quadrants was discussed in detail at the last Emergency Preparedness Committee meeting. Councilor Beasley asked Councilor King what the goal was in regard to the creation of the islands. Councilor King said that the goal was to enable residents of each island to identify people with skills that could be useful during the aftermath of an emergency (skills such as carpentry or medicine). The main goal is for members of each island to support each other.

Councilor Beasley said that he recalled a prior meeting that the Emergency Preparedness Committee had with residents of Little Whale Cove. The residents of Little Whale Cove have a strong emergency management presence within their community; however, they still reported great resistance with gathering personal information of people who had skills that could be useful during an emergency. Councilor Beasley said that he feels that it's natural and expected that people will be secretive about their own resources during the event of an emergency. He wondered if the goal of gathering personal information of citizens is a worthwhile endeavor.

Mayor Short said that there should at least be an attempt to see if the public is willing to provide. Councilor Beasley wondered how much longer it would go on, considering that these discussions have lasted for two years already. Councilor Bedingfield said that it felt like Councilor Beasley was interrogating everyone else on the Council and wondered if that was the direction the work session was going. Councilor King said that the goal of the work session was to have an open and

frank conversation about emergency preparation. Councilor King acknowledged Councilor Beasley's concerns but noted that the goal of collecting personal information from people is on the agenda for the Emergency Preparedness Fair on June 8, 2024.

Councilor Beasley said that he strongly believes that the City already has a robust Emergency Operations Plan that should be followed in the event of an emergency. He referred to the City of Depoe Bay's Emergency Operations Plan guidebook. He said that he's read the guidebook and noted that it contained a lot of good information on emergency preparation and, especially, on the importance of individual preparation. Mayor Short acknowledged that the Emergency Operations Plan guidebook is a resource.

Councilor Beasley then asked about emergency caches. Mayor Short said that the discussion wasn't focusing on caches at the moment, but on evacuation routes and emergency preparation. Councilor Recht said that, while she admires the work being done around mapping islands, she is concerned about the City becoming too fragmented in the aftermath of an emergency. She prefers the idea of a central gathering place where citizens can come together to support each other and share resources, if possible.

Mayor Short noted that City Hall has been designated as an emergency operation gathering place and is home to the City's communications trailer. Councilor Bedingfield strongly feels that City Hall should not be designated as a gathering place for the public but should be the emergency operations gathering place for Council members, staff, and first responders. Councilor King said that much of the work being done around mapping the islands in the City is modeled, at least in part, by what the City of Seaside has done. She feels that Seaside has done a lot of good work around emergency management.

Councilor Bedingfield said that she appreciated what Public Works Supervisor, Paul Carver, said at the last Emergency Preparedness Committee meeting. He suggested that the Committee consider splitting the City up into four quadrants. A discussion followed regarding each councilmembers' evacuation plan from their own homes. Councilor Beasley said that he wanted to remind the other Council members that, thanks to the inundation maps the City already has, it's known where the water will flow to in the event of a tsunami. A discussion followed about evacuation routes. City Recorder Wollenburg reminded the councilmembers that much of the work being done on evacuation routes is being done by the Lincoln County Emergency Management team, and that they will be involving Depoe Bay in their discussions and planning.

Councilor Recht said that she envisions the aftermath of an emergency to be quite chaotic and that, even if each island or quadrant community comes together temporarily, people will want to return to their homes as soon as possible.

Deb Wolf-Feibus was invited to speak. She said that she lives in the View of the Bay neighborhood, and that she is a disaster-trained volunteer with the Red Cross. She said that she's responded to hurricane and wildfire disasters and has experience setting up shelters along the Gulf Coast and in Arizona. She is a member of the Emergency Preparedness Committee. In her opinion, it's bad idea to send emergency evacuees to one location for services because of the high likelihood that those services and/or supplies will be exhausted too quickly. She suggested that a wise course of action would be for the City to take steps toward educating the community about the importance of preparation. Part of that preparation, she noted, would be stocking survival items in their homes or garages and familiarizing themselves with the area of town they live in and what accessible resources (if any) are around them.

She also said that the county and the state have great information about emergency management on their websites, and that Depoe Bay would do well to follow suit and update its website with similar information. Councilor Beasley said that he is concerned that, in the aftermath of an emergency, the City will effectively lose control of the emergency caches. He wondered how the City would prevent the caches from being plundered by desperate people in an emergency. He noted that the City could be cut off from services after an emergency for up to 30 days. In that case, he wondered, what's to stop people from looting the caches? He said that he'd rather see an effort by the City to maintain a sense of order in issuing emergency supplies in a central location.

C. CONTINUITY OF OPERATIONS PLAN

Mayor Short said that a Continuity of Operations Plan directs the staff and Council to take a leadership role in the aftermath of an emergency. She suggested that she and staff members meet to conduct a mock training drill within the next six months. She said that she'd like to utilize the Community Hall as a warming shelter and would like all city councilors and staff members to have access to it. She suggested that a storage room in the Community Hall be cleared of clutter in order to make way for storage of sleeping bags, mattresses, cooking utensils, toilet paper, paper towels, and freeze-dried foods.

She acknowledged that, due to its location, it would all be wiped out in the event of a tsunami. Councilor Beasley said that it was a great idea. Mayor Short also said that she'd like to use the Community Hall as a communications hub for dissemination of information during or after an emergency, with the exception of a tsunami. She said that she'd like all Councilors to have access to the City Hall building as well. The basement of City Hall will be filled with emergency supplies, according to Mayor Short. It's her wish that Councilors have access to City Hall, the Community Hall, and to the emergency cache containers.

A discussion followed about the emergency radios that were purchased by the Emergency Preparedness Committee. City Recorder Wollenburg reported that she was told the antenna size on the radios are less than ideal and that the radios are effectively useless. The plan is to replace them with a new style of radio that

has a larger antenna. Councilor King asked if it would be ok to purchase her own radio. City Recorder Wollenburg said that it would be fine. Councilor Beasley said that he has a radio that is battery powered. Councilor Recht said that she doesn't have a radio and hasn't undergone radio training. She also wondered why her cellphone didn't work during the ice storm.

Councilor Beasley wondered if it were possible to speak to the City's attorney about the feasibility of passing legislation that would require motels and resorts within city limits to provide emergency supplies to the public in the event of a large-scale emergency. City Recorder Wollenburg said that she doubted such legislation was possible because the City cannot govern private businesses or corporations. Councilor Beasley suggested that the City start a contest that would see residents sending in photos of their emergency supplies or "go-kits" for a prize.

D. ADJOURNMENT. Work session adjourned by Mayor Short at 6:30 PM.

Submitted by:

Reviewed by:

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Gena Burke  
Administrative Assistant

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Kimberly Wollenburg  
City Administrator/Recorder



# Transaction Activity

Fiscals: 2023-2024 - May

Period: 2023-2024 - May

Council Dates: 2023-2024 - May - AP 5/1/2024, 2023-2024 - May - AP 5/7/2024

Transaction Types: General Journal, Investment Purchase, Investment Sale, Invoice, Payable Check, Payable Invoice, Reinvested Interest, Transfer

System Types: Backflow, Cash Management, Excise Tax, Fees, Financials, Invoice, License, Payroll, Penalty, Pet Fees, Resources, Sales Tax, Utility Billing

Transaction: Invoice - 10004-01-08, Invoice - 10004-02-06, Invoice - 10004-02E-01, Invoice - 10004-03-04, Invoice - 10004-04-04, Invoice - 10004-08-03, Invoice - 10004-10-03, Invoice - 100931/6, Invoice - 100982/6, Invoice - 105-005-33990 Geodata Acquisition, Invoice - 1222832, Invoice - 1255099, Invoice - 1255394-1, Invoice - 1257629, Invoice - 1427635, Invoice - 1457, Invoice - 165951, Invoice - 166271, Invoice - 166568, Invoice - 2024-04-DB, Invoice - 20240418 - 461173-7, Invoice - 20240418 - 461435-0, Invoice - 20240421 FR, Invoice - 20240501 JB, Invoice - 20240501 KS LOC, Invoice - 2404133, Invoice - 245267, Invoice - 245317, Invoice - 2477425, Invoice - 262, Invoice - 278897, Invoice - 291, Invoice - 343306, Invoice - 4040354, Invoice - 4222024-1, Invoice - 4222024-2, Invoice - 4222024-3, Invoice - 4222024-4, Invoice - 4222024-5, Invoice - 4222024-6, Invoice - 4222024-8, Invoice - 464783, Invoice - 52, Invoice - 53, Invoice - 54, Invoice - 6001614994, Invoice - 6001614996, Invoice - 689255, Invoice - 689256, Invoice - 691587, Invoice - 721893, Invoice - 74433, Invoice - 8006960487, Invoice - 83282, Invoice - 83283, Invoice - 93746, Invoice - April 2024, Invoice - April 2024 Billing, Invoice - April 2024 Statement (2), Invoice - IN-0993564, Invoice - Subscription #2133, Invoice - W14383, Invoice - W14399, Invoice - W14401, Invoice - W14464

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - 721893</u></b>	<b><u>Aire-Master of America</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35299</u></b>
	<b>Bathroom Supplies</b>			
<u>012-670</u>	SUPPLIES		\$105.81	
<u>030-630</u>	HARBOR MAINTENANCE & FUEL STATION		\$243.37	
<u>060-665</u>	RESTROOM MAINTENANCE & SUPPLIES (WOODMARK)		\$179.88	
			<b>\$529.06</b>	
<b><u>Invoice - 10004-01-08</u></b>	<b><u>AKS Engineering &amp; Forestry</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35300</u></b>
	<b>City Engineering Services</b>			
<u>010-660</u>	CONSULTANTS - ENGINEERING		\$1,085.00	
			<b>\$1,085.00</b>	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - 10004-02-06</u></b>	<b><u>AKS Engineering &amp; Forestry</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35300</u></b>
<u>020-660</u>	<u>Depoe Bay - Plan Review</u>		\$410.00	
	<u>CONSULTING - ENGINEERING</u>		<b>\$410.00</b>	
<b><u>Invoice - 10004-02E-01</u></b>	<b><u>AKS Engineering &amp; Forestry</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35300</u></b>
<u>010-664</u>	<u>Depoe Bay - Plan Review</u>		\$2,273.75	
	<u>CONSULTANT - PLANNING</u>		<b>\$2,273.75</b>	
<b><u>Invoice - 10004-03-04</u></b>	<b><u>AKS Engineering &amp; Forestry</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35300</u></b>
<u>020-813</u>	<u>Bay St Sidewalk Improvement</u>		\$4,143.60	
	<u>CAPITAL - IMPROVEMENTS</u>		<b>\$4,143.60</b>	
<b><u>Invoice - 10004-04-04</u></b>	<b><u>AKS Engineering &amp; Forestry</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35300</u></b>
<u>040-660</u>	<u>WWTP Pool: Catwalk Replacement</u>		\$5,055.52 Pool Item	
	<u>CONSULTING - ENGINEERING</u>		<b>\$5,055.52</b>	
<b><u>Invoice - 10004-08-03</u></b>	<b><u>AKS Engineering &amp; Forestry</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35300</u></b>
<u>010-664</u>	<u>Depoe Bay Hills - Plan Review</u>		\$3,552.50	
	<u>CONSULTANT - PLANNING</u>		<b>\$3,552.50</b>	
<b><u>Invoice - 10004-10-03</u></b>	<b><u>AKS Engineering &amp; Forestry</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35300</u></b>
<u>010-664</u>	<u>Impound PLA</u>		\$13,325.57	
	<u>CONSULTANT - PLANNING</u>		<b>\$13,325.57</b>	
<b><u>Invoice - 4222024-4</u></b>	<b><u>Alfred Bromley</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35301</u></b>
<u>050-678</u>	<u>Cell Phone Use (July 2023 - March 2024)</u>		\$225.00	
	<u>MEETINGS &amp; TRAVEL</u>		<b>\$225.00</b>	
<b><u>Invoice - 166271</u></b>	<b><u>Analytical Laboratory Group</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35302</u></b>
<u>050-690</u>	<u>Water Tests</u>		\$73.00	
	<u>LAB SERVICES &amp; SUPPLIES</u>		<b>\$73.00</b>	
<b><u>Invoice - 166568</u></b>	<b><u>Analytical Laboratory Group</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35302</u></b>
<u>050-690</u>	<u>Water Tests</u>		\$73.00	
	<u>LAB SERVICES &amp; SUPPLIES</u>		<b>\$73.00</b>	



Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - 1457</u></b>	<b><u>Atlas Fabrication</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35303</u></b>
<u>030-811</u>	<b>Dock 1 Repair - Labor</b> CAPITAL - FACILITIES IMPROVEMENTS		\$2,200.00 <b>\$2,200.00</b>	
<b><u>Invoice - 343306</u></b>	<b><u>Barrelhead Supply</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35304</u></b>
<u>030-630</u>	<b>Supplies: Harbor</b> HARBOR MAINTENANCE & FUEL STATION		\$85.11	
<u>030-692</u>	SMALL TOOLS & EQUIPMENT		\$26.54 <b>\$111.65</b>	
<b><u>Invoice - 4222024-2</u></b>	<b><u>Brady Weidner</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35305</u></b>
<u>010-678</u>	<b>Cell Phone Use (July 2023 - March 2024)</b> MEETINGS & TRAVEL		\$90.00	
<u>040-678</u>	TRAVEL & MEETINGS		\$90.00 Non Pool	
<u>050-678</u>	MEETINGS & TRAVEL		\$90.00 <b>\$270.00</b>	
<b><u>Invoice - 1427635</u></b>	<b><u>Brimar Industries</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35306</u></b>
<u>020-620</u>	<b>Signs</b> SIGNS		\$120.14 <b>\$120.14</b>	
<b><u>Invoice - 4222024-6</u></b>	<b><u>Carla Duering</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35307</u></b>
<u>010-678</u>	<b>Cell Phone Use (July 2023 - March 2024)</b> MEETINGS & TRAVEL		\$225.00 <b>\$225.00</b>	
<b><u>Invoice - IN-0993564</u></b>	<b><u>CECO, INC.</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35308</u></b>
<u>030-636</u>	<b>Harbor Fuel Sales</b> FUEL		\$8,948.88 <b>\$8,948.88</b>	
<b><u>Invoice - April 2024 Billing</u></b>	<b><u>Central Lincoln PUD</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35309</u></b>
<u>010-651</u>	<b>Electrical Expenses</b> UTILITIES & GARBAGE		\$170.87	
<u>020-615</u>	UTILITIES & GARBAGE		\$2,234.77	
<u>030-615</u>	UTILITIES & GARBAGE		\$1,627.28	
<u>040-615</u>	UTILITIES & GARBAGE		\$6,344.01 Pool Item	
<u>040-615</u>	UTILITIES & GARBAGE		\$114.83	
<u>050-631</u>	OPERATION & MAINT WTP		\$1,669.55	
<u>060-615</u>	UTILITIES & GARBAGE		\$540.16 <b>\$12,701.47</b>	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - April 2024</u></b>	<b><u>CenturyLink</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35310</u></b>
	<b>April 2024 City Phone Service</b>			
<u>010-651</u>	UTILITIES & GARBAGE		\$129.83	
<u>020-615</u>	UTILITIES & GARBAGE		\$89.26	
<u>030-615</u>	UTILITIES & GARBAGE		\$129.83	
<u>040-615</u>	UTILITIES & GARBAGE		\$210.74	Pool Item
<u>040-615</u>	UTILITIES & GARBAGE		\$40.81	
<u>050-631</u>	OPERATION & MAINT WTP		\$154.18	
<u>060-615</u>	UTILITIES & GARBAGE		\$56.80	
			<b>\$811.45</b>	
<b><u>Invoice - 262</u></b>	<b><u>Clean Blue Earth LLC</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35311</u></b>
	<b>City Hall Cleaning</b>			
<u>010-668</u>	CONTRACTED SERVICES		\$320.00	
			<b>\$320.00</b>	
<b><u>Invoice - 291</u></b>	<b><u>Clean Blue Earth LLC</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35311</u></b>
	<b>City Hall Cleaning</b>			
<u>010-668</u>	CONTRACTED SERVICES		\$320.00	
			<b>\$320.00</b>	
<b><u>Invoice - 689255</u></b>	<b><u>Country Media, Inc</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35343</u></b>
	<b>Public Notice Posting - Planning</b>			
<u>010-645</u>	ADVERTISING/BIDS PUBLICATION/LEGAL NOTICES		\$174.96	
			<b>\$174.96</b>	
<b><u>Invoice - 689256</u></b>	<b><u>Country Media, Inc</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35343</u></b>
	<b>Public Notice Posting - Planning</b>			
<u>010-645</u>	ADVERTISING/BIDS PUBLICATION/LEGAL NOTICES		\$189.60	
			<b>\$189.60</b>	
<b><u>Invoice - 691587</u></b>	<b><u>Country Media, Inc</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35343</u></b>
	<b>Public Notice Posting - Budget Meetings</b>			
<u>010-645</u>	ADVERTISING/BIDS PUBLICATION/LEGAL NOTICES		\$80.30	
			<b>\$80.30</b>	
<b><u>Invoice - Subscription #2133</u></b>	<b><u>Country Media, Inc</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35343</u></b>
	<b>Subscription: Lincoln County Leader</b>			
<u>010-628</u>	DUES & SUBSCRIPTIONS		\$109.00	
			<b>\$109.00</b>	
<b><u>Invoice - 100931/6</u></b>	<b><u>Englund Marine &amp; Industrial Supply</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35313</u></b>
	<b>Supplies: Harbor &amp; Water</b>			
<u>030-630</u>	HARBOR MAINTENANCE & FUEL STATION		\$22.54	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - 100931/6</u></b>	<b><u>Englund Marine &amp; Industrial Supply</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35313</u></b>
<u>050-630</u>	<b>Supplies: Harbor &amp; Water</b>			
	OPERATION & MAINTENANCE TRANSMISSION LINES		\$14.25	
			<b>\$36.79</b>	
<b><u>Invoice - 100982/6</u></b>	<b><u>Englund Marine &amp; Industrial Supply</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35313</u></b>
<u>050-630</u>	<b>Supplies: for Water Liine Repair</b>			
	OPERATION & MAINTENANCE TRANSMISSION LINES		\$28.50	
			<b>\$28.50</b>	
<b><u>Invoice - 1222832</u></b>	<b><u>Ferguson Waterworks #3011</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35314</u></b>
<u>050-631</u>	<b>Stock</b>			
	OPERATION & MAINT WTP		\$3,138.24	
			<b>\$3,138.24</b>	
<b><u>Invoice - 1255099</u></b>	<b><u>Ferguson Waterworks #3011</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35314</u></b>
<u>050-631</u>	<b>Stock</b>			
	OPERATION & MAINT WTP		\$2,388.64	
			<b>\$2,388.64</b>	
<b><u>Invoice - 1255394-1</u></b>	<b><u>Ferguson Waterworks #3011</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35314</u></b>
<u>050-631</u>	<b>Stock</b>			
	OPERATION & MAINT WTP		\$73.32	
			<b>\$73.32</b>	
<b><u>Invoice - 1257629</u></b>	<b><u>Ferguson Waterworks #3011</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35314</u></b>
<u>050-631</u>	<b>Stock</b>			
	OPERATION & MAINT WTP		\$870.00	
			<b>\$870.00</b>	
<b><u>Invoice - 20240421 FR</u></b>	<b><u>Fred Robison Jr</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35315</u></b>
<u>070-635</u>	<b>Replacement Fish Feeder</b>			
	MISCELLANEOUS		\$323.00	
			<b>\$323.00</b>	
<b><u>Invoice - 4222024-5</u></b>	<b><u>Gena Burke</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35316</u></b>
<u>010-678</u>	<b>Cell Phone Use (December 2023 - March 2024)</b>			
	MEETINGS & TRAVEL		\$100.00	
			<b>\$100.00</b>	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - 2477425</u></b>	<b><u>Government Finance Officers Association</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35317</u></b>
<u>010-628</u>	Annual Dues: Robson DUES & SUBSCRIPTIONS		\$150.00 <b>\$150.00</b>	
<b><u>Invoice - 2024-04-DB</u></b>	<b><u>Harold C. Fox</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35318</u></b>
<u>010-664</u>	April 2024 Planning Services CONSULTANT - PLANNING		\$5,751.22 <b>\$5,751.22</b>	
<b><u>Invoice - 52</u></b>	<b><u>Harry's Garage</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35319</u></b>
<u>030-638</u>	Harbor Pickup VEHICLE MAINTENANCE & SUPPLIES		\$144.94 <b>\$144.94</b>	
<b><u>Invoice - 53</u></b>	<b><u>Harry's Garage</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35319</u></b>
<u>040-638</u>	WWTP Non Pool: Utility Truck (Bromley) VEHICLE MAINTENANCE & SUPPLIES		\$89.84 Non Pool <b>\$89.84</b>	
<b><u>Invoice - 54</u></b>	<b><u>Harry's Garage</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35319</u></b>
<u>040-638</u>	Utility Truck (Hills) VEHICLE MAINTENANCE & SUPPLIES		\$139.36 <b>\$139.36</b>	
<b><u>Invoice - 20240501 JB</u></b>	<b><u>Jennifer Brooks</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35320</u></b>
<u>010-640</u>	Postage Due & Mileage		\$4.80	
<u>010-694</u>	POSTAGE & SHIPPING MILEAGE		\$27.66 <b>\$32.46</b>	
<b><u>Invoice - 20240501 KS LOC</u></b>	<b><u>Kathy Short</u></b>	<b><u>2023-2024 - May - AP 5/1/2024</u></b>		<b><u>35298</u></b>
<u>010-675</u>	Gas Expense & Lodging for Spring LOC Conference CITY COUNCIL		\$1,190.63 <b>\$1,190.63</b>	
<b><u>Invoice - 4222024-1</u></b>	<b><u>Kim Wollenburg</u></b>	<b><u>2023-2024 - May - AP 5/7/2024</u></b>		<b><u>35321</u></b>
<u>010-678</u>	Cell Phone Use (July 2023 - March 2024) MEETINGS & TRAVEL		\$270.00 <b>\$270.00</b>	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<u>Invoice - 105-005-33990 Geodata Acquisition</u>	<u>Lincoln County Surveyor's Office</u>	2023-2024 - May - AP 5/7/2024		<u>35322</u>
010-664	Aerial Imagery CONSULTANT - PLANNING		\$3,000.00 <b>\$3,000.00</b>	
<u>Invoice - 4222024-8</u>	<u>Nate Chacon</u>	2023-2024 - May - AP 5/7/2024		<u>35323</u>
040-678	WWTP Non Pool: Cell Phone Use (July 2023 - March 2024) TRAVEL & MEETINGS		\$225.00 Non Pool <b>\$225.00</b>	
<u>Invoice - 245317</u>	<u>Newport Ace Hardware &amp; Outdoor Supplies: Harbor &amp; Water</u>	2023-2024 - May - AP 5/7/2024		<u>35324</u>
030-630	HARBOR MAINTENANCE & FUEL STATION		\$4.59	
050-692	SMALL TOOLS & EQUIP		\$79.96 <b>\$84.55</b>	
<u>Invoice - 278897</u>	<u>Northstar Chemical Inc</u>	2023-2024 - May - AP 5/7/2024		<u>35325</u>
050-690	Soda Ash LAB SERVICES & SUPPLIES		\$1,347.50 <b>\$1,347.50</b>	
<u>Invoice - 20240418 - 461173-7</u>	<u>NW Natural</u>	2023-2024 - May - AP 5/7/2024		<u>35326</u>
060-615	Gas - Community Hall UTILITIES & GARBAGE		\$82.54 <b>\$82.54</b>	
<u>Invoice - 20240418 - 461435-0</u>	<u>NW Natural</u>	2023-2024 - May - AP 5/7/2024		<u>35326</u>
010-651	Gas - City Hall UTILITIES & GARBAGE		\$70.41 <b>\$70.41</b>	
<u>Invoice - 4040354</u>	<u>One Call Concepts</u>	2023-2024 - May - AP 5/7/2024		<u>35327</u>
040-625	Utility Locates		\$23.10	
050-625	CONTRACTED SERVICES		\$23.10 <b>\$46.20</b>	
<u>Invoice - 464783</u>	<u>ORRCO</u>	2023-2024 - May - AP 5/7/2024		<u>35328</u>
030-615	Harbor Oil Recycling UTILITIES & GARBAGE		\$300.00 <b>\$300.00</b>	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - 4222024-3</u></b>	<b><u>Paul Carver</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35329</u></b>
	<b>Cell Phone Use (July 2023 - March 2024)</b>			
<u>010-678</u>	MEETINGS & TRAVEL		\$90.00	
<u>040-678</u>	TRAVEL & MEETINGS		\$90.00	
<u>050-678</u>	MEETINGS & TRAVEL		\$90.00	
			<b>\$270.00</b>	
<b><u>Invoice - 83282</u></b>	<b><u>Pioneer Printing</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35330</u></b>
	<b>Window Envelopes</b>			
<u>010-691</u>	CITY HALL BUILDING		\$306.10	
			<b>\$306.10</b>	
<b><u>Invoice - 83283</u></b>	<b><u>Pioneer Printing</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35330</u></b>
	<b>Business Cards: Wollenburg</b>			
<u>010-691</u>	CITY HALL BUILDING		\$90.60	
			<b>\$90.60</b>	
<b><u>Invoice - 2404133</u></b>	<b><u>PND Engineers, Inc.</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35331</u></b>
	<b>Engineering Services - Construction Support</b>			
<u>030-812</u>	CAPITAL - DOCKS 2-4 REPLACEMENT		\$10,151.10	
			<b>\$10,151.10</b>	
<b><u>Invoice - 74433</u></b>	<b><u>Quality Control Services</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35332</u></b>
	<b>WWTP Pool: Equipment Calibration</b>			
<u>040-630</u>	PLANT MAINTENANCE & REPAIRS		\$1,030.00 Pool Item	
			<b>\$1,030.00</b>	
<b><u>Invoice - 6001614994</u></b>	<b><u>Staples Business Credit</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35333</u></b>
	<b>Office Supplies</b>			
<u>010-691</u>	CITY HALL BUILDING		\$129.62	
			<b>\$129.62</b>	
<b><u>Invoice - 6001614996</u></b>	<b><u>Staples Business Credit</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35333</u></b>
	<b>Office Supplies</b>			
<u>010-670</u>	CONTRIBUTIONS & EVENTS		\$31.80	
<u>010-691</u>	CITY HALL BUILDING		\$58.32	
			<b>\$90.12</b>	
<b><u>Invoice - 8006960487</u></b>	<b><u>Stericycle Inc - Shred-It</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35334</u></b>
	<b>Monthly Shredding (Mar &amp; Apr)</b>			
<u>010-668</u>	CONTRACTED SERVICES		\$139.78	
			<b>\$139.78</b>	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - 165951</u></b>	<b><u>T &amp; L Chemical Toilet Service LLC</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35335</u></b>
<u>030-615</u>	Harbor Port-a-Potty UTILITIES & GARBAGE		\$30.00 <b>\$30.00</b>	
<b><u>Invoice - 245267</u></b>	<b><u>TCB Security Services, Inc</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35336</u></b>
<u>010-668</u>	Monthly Answering Service CONTRACTED SERVICES		\$125.00 <b>\$125.00</b>	
<b><u>Invoice - W14383</u></b>	<b><u>The Automation Group</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35337</u></b>
<u>050-631</u>	WTP Remote Access: Carver OPERATION & MAINT WTP		\$2,977.00 <b>\$2,977.00</b>	
<b><u>Invoice - W14399</u></b>	<b><u>The Automation Group</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35337</u></b>
<u>050-631</u>	WTP PLC Battery Replacement OPERATION & MAINT WTP		\$174.63 <b>\$174.63</b>	
<b><u>Invoice - W14401</u></b>	<b><u>The Automation Group</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35337</u></b>
<u>040-630</u>	WWTP Pool: Pump VFD Troubleshooting PLANT MAINTENANCE & REPAIRS		\$1,410.14 Pool Item <b>\$1,410.14</b>	
<b><u>Invoice - W14464</u></b>	<b><u>The Automation Group</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35337</u></b>
<u>040-630</u>	WWTP Pool: Analog Integration for replaced Telemetry System PLANT MAINTENANCE & REPAIRS		\$2,001.64 Pool Item <b>\$2,001.64</b>	
<b><u>Invoice - 93746</u></b>	<b><u>TWGW Inc NAPA Auto Parts</u></b>	<b>2023-2024 - May - AP 5/7/2024</b>		<b><u>35338</u></b>
<u>030-692</u>	Oil (WWTP Non Pool) and Tools (Harbor)		\$218.96	
<u>040-630</u>	SMALL TOOLS & EQUIPMENT PLANT MAINTENANCE & REPAIRS		\$39.96 Non Pool <b>\$258.92</b>	
<b><u>Invoice - April 2024 Statement (2)</u></b>	<b><u>Umpqua Bank - Elan Financial Services</u></b>	<b>2023-2024 - May - AP 5/1/2024</b>		<b><u>Umpqua EFT 5/2/24</u></b>
<u>010-628</u>	City Credit Card Purchases DUES & SUBSCRIPTIONS		\$129.99	
<u>010-630</u>	REPAIRS & MAINTENANCE		\$57.99	
<u>010-635</u>	MATERIALS & SUPPLIES		\$29.00	
<u>010-645</u>	ADVERTISING/BIDS PUBLICATION/LEGAL NOTICES		\$90.00	
<u>010-660</u>	CONSULTANTS - ENGINEERING		\$156.75	
<u>010-668</u>	CONTRACTED SERVICES		\$13.99	
<u>010-678</u>	MEETINGS & TRAVEL		\$36.66	

Reference	Vendor	Period	Amount	Number
<b>Invoice</b>				
<b><u>Invoice - April 2024 Statement (2) Umpqua Bank - Elan Financial Services</u></b>		<b>2023-2024 - May - AP 5/1/2024</b>	<b><u>Umpqua EFT 5/2/24</u></b>	
	<b>City Credit Card Purchases</b>			
<u>010-678</u>	MEETINGS & TRAVEL		\$126.00	
<u>010-688</u>	EMERGENCY PREPAREDNESS		\$218.26	
<u>010-688</u>	EMERGENCY PREPAREDNESS		\$24.88	
<u>010-691</u>	CITY HALL BUILDING		\$1,009.62	
<u>010-691</u>	CITY HALL BUILDING		\$99.84	
<u>012-670</u>	SUPPLIES		\$914.88	
<u>030-640</u>	EQUIP MAINTENANCE & RENTAL		\$87.75	
<u>030-676</u>	EDUCATION & TRAINING		\$590.00	
<u>040-635</u>	MATERIALS & SUPPLIES		\$271.68	NON POOL
<u>050-676</u>	EDUCATION & TRAINING		\$179.99	
<u>050-695</u>	MISCELLANEOUS		\$90.55	
<u>060-639</u>	PARKS MAINTENANCE & REPAIRS		\$244.54	
			<b>\$4,372.37</b>	
<b>Total Invoice</b>			<b>\$100,768.61</b>	
<b>Grand Total</b>			<b>\$100,768.61</b>	



# **Trades Education College Bond Measure 21-224**



The College is presenting voters with a proposed bond measure on the May 2024 ballot.

The measure is put forth primarily to construct a **trades education facility** on land the college already owns on the Newport campus.



# OCATT

## The Oregon Coast Advanced Technology & Trades Center

*\$33,165,000 proposed bond measure, to be repaid over 21 years.*

Not a new idea.

...drawings first commissioned in 2017

...delayed by independent accreditation (2020) and the Pandemic

...launched in 2022, aiming for May 2023 election

...state match funding temporarily unavailable, led to  
removal from '23 ballot and reintroduction for '24 ballot.







“...over **half** of all US jobs now require more than a high school diploma but less than a 4-year degree. This includes **millions of jobs** in IT, health, the manufacturing and **skilled trade sectors...**”

*Stanford Social Innovation Review,  
June 2023*







## **Ballot Projects:** A Trades Education Facility (the OCATT) **and** Protection & Modernization of Existing Facilities

- Flexible trades-ed space (starting with welding and other pre-apprenticeship training) plus classrooms and community space
- Safety, tech, and operations upgrades county-wide on existing facilities





# Oregon Coast Advanced Technology & Trades (OCATT) Center

*Programming under consideration*









# OREGON COAST COMMUNITY COLLEGE

## Community College Levy Rates across the State

2023 Levy Rates					
Community College	Net Assessed Value	Permanent Rate	Local Option Rate	Bond Rate	Total District Rate
Treasure Valley	2,635,468,166	1.2235	-	-	1.2235
Lane	39,703,855,494	0.6191	-	0.3290	0.9481
Clatsop	7,242,724,727	0.7785	-	0.1385	0.9170
Chemeketa	43,737,005,838	0.6259	-	0.2626	0.8885
Blue Mountain	12,931,714,286	0.6611	-	0.1886	0.8497
Clackamas	43,195,893,268	0.5582	-	0.2460	0.8042
Linn-Benton	20,980,646,617	0.5019	-	0.2268	0.7287
Southwestern	10,173,355,187	0.7017	-	-	0.7017
Central Oregon	35,591,229,358	0.6204	-	0.0767	0.6971
Portland	157,449,724,447	0.2828	-	0.3867	0.6695
Columbia Gorge	5,911,988,434	0.2703	-	0.3711	0.6414
Rogue (Jackson Co)	24,207,562,435	0.5128	-	0.0968	0.6096
Rogue (Total District)	33,447,045,705	0.5128	-	0.0523	0.5651
Mt. Hood	31,727,308,895	0.4917	-	-	0.4917
Umpqua	10,507,394,843	0.4551	-	-	0.4551
Klamath	6,349,120,100	0.4117	-	-	0.4117
Tillamook Bay	5,955,886,721	0.2636	-	0.1361	0.3997
Oregon Coast	8,882,171,705	0.1757	-	0.2145	0.3902





## A Continuation Levy

The College's capital construction bond tax rate is estimated to **remain** at the current **21 cents per \$1,000** of assessed property value if the proposed bond measure passes. *That's because existing debt is retiring in 2025. Existing bonds approved by voters in 2004 to construct campus buildings.*



## \$8 Million in Matching Funds Brought to the Project

The College **would receive an \$8 million state matching grant** if the proposed bond measure passes. *Matching funds are from the Oregon Legislature and can only be applied to the costs of construction of trades education facilities. The College would not receive the matching grant if the proposed bond measure doesn't pass.*

If the proposed bond measure passes, funds would be used to:

- **Construct a new trades education facility** on land the College already owns at its Campus in Newport.
- **Repair and update existing buildings**, including roofs and HVAC systems and controls, plus modernizing classrooms and tech.
- **Increase safety and security** by updating security cameras and systems with modern versions, renovating common areas, replacing and upgrading backup generators and providing better-secured entry points.
- **Increase access to career training**, with expansion of Aquarium Science Program with new aquaculture infrastructure.



## **What would the proposed measure cost if it passes?**

- \$33,165,000 proposed bond measure, to be repaid over 21 years.
- Bond tax rate is estimated not to increase because existing bond is retiring in 2025; Estimated bond tax rate would remain \$0.21 per \$1,000 of assessed property value

## **What happens if the proposed bond measure does not pass?**

- If the measure does not pass, the proposed projects and services would not be completed as planned and the proposed renewal of the \$0.21 per \$1,000 of assessed value levy would not be assessed.
- The current \$0.21 per \$1,000 of assessed property value tax will expire June 30, 2025.



# Property Tax is Based on Assessed Value: [Assessed vs. Real Market Value]

- Lincoln County home example, data pulled Jan. 26, 2024
  - RMV 2024, **\$526,050**
  - Assessed 2024, **\$180,020**
  - **Impact of levy:**
    - 72.7 cents per week; \$37.80/year

Look up **any** home in Lincoln County: **[propertyweb.co.lincoln.or.us](http://propertyweb.co.lincoln.or.us)**





Please encourage  
your friends  
to learn more!



OREGON COAST  
COMMUNITY COLLEGE

## Proposed College Bond Information Meetings

Please join President Birgitte Ryslinge at one of four meetings  
to learn more about proposed Measure 21-224.

- **Tuesday, April 9** – OCCC Welding Lab, Port of Toledo, 5:30-6:15pm
- **Tuesday, April 16** – OCCC Central County Campus, Newport, 5:30-6:15pm
- **Tuesday, April 23** – OCCC South County Center, Waldport, 5:30-6:15pm
- **Tuesday, April 30** – OCCC North County Center, Lincoln City, 5:30-6:15pm

Learn more about the proposed \$33,165,000 college  
bond measure that will be on the May 21 ballot.

### If passed, the proposed bond measure would:

- Fund construction of a new trades education facility
- Upgrade safety and security of existing facilities
- Expand access to career training
- Estimated to not increase current bond tax rate
- Qualify the College to receive an \$8 million state matching grant. The College would receive the matching grant only if the proposed measure passes.

### What would the proposed bond measure cost if it passes?

- \$33,165,000 proposed bond measure, to be repaid over 21 years.
- Bond tax rate is estimated not to increase because existing bond is retiring in 2025
- Estimated bond tax rate would remain \$0.21 per \$1,000 of assessed property value
- The owner of a home assessed at \$200,000 would pay \$42 per year or \$3.50 per month.

### What happens if the proposed bond measure does not pass?

- If the measure does not pass, the proposed projects and services would not be completed as planned and the proposed new \$0.21 per \$1,000 of assessed value tax would not be assessed.
- The current \$0.21 per \$1,000 of assessed property value tax expires in 2025.

[oregoncoast.edu](http://oregoncoast.edu)





[oregoncoast.edu/ocatt](http://oregoncoast.edu/ocatt)

Thank you!

Questions?





# CITY OF DEPOE BAY

## 2024 LAND USE & BUILDING PERMIT ACTIVITY

April 2024

Date	Applicant	Type of Activity	Zoning District	Location	Description	Status/Comments
4/3/24	Howard Sparks	Building Permit (#8-R2-24)	R-2	09-11-05-CD-09100 220 NE Williams Ave.	New residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#9-R2PD-24)	R-2PD	09-11-05-AB-00900 1128 NE Seascap Ave.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#10-R2PD-24)	R-2PD	09-11-05-AB-01000 1134 NE Seascap Ave.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#11-R2PD-24)	R-2PD	09-11-05-AB-01100 1140 NE Seascap Ave.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#12-R2PD-24)	R-2PD	09-11-05-AB-01200 1146 NE Seascap Ave.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#13-R2PD-24)	R-2PD	09-11-05-AB-01300 1152 NE Seascap Ave.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#14-R2PD-24)	R-2PD	09-11-05-AB-01400 401 NE Moonwake Ln.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#15-R2PD-24)	R-2PD	09-11-05-AB-01500 407 NE Moonwake Ln.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#16-R2PD-24)	R-2PD	09-11-05-AB-01600 413 NE Moonwake Ln.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#17-R2PD-24)	R-2PD	09-11-05-AB-01700 419 NE Moonwake Ln.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#18-R2PD-24)	R-2PD	09-11-05-AB-01800 425 NE Moonwake Ln.	New townhouse residence	Approved
4/8/24	Hills of Depoe Bay, LLC	Building Permit (#19-R2PD-24)	R-2PD	09-11-05-AB-01900 431 NE Moonwake Ln.	New townhouse residence	Approved

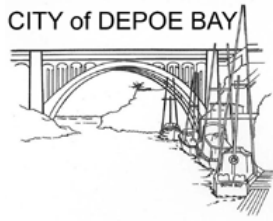
## CITY OF DEPOE BAY

### 2024 LAND USE & BUILDING PERMIT ACTIVITY

Date	Applicant	Type of Activity	Zoning District	Location	Description	Status/Comments
4/10/24	Matt Ropp	Building Permit (#20-R3-24)	R-3	09-11-08-AA-01801 730 E Collins St.	Retaining wall on vacant lot	Approved
4/11/24	Fen Gao & Jing Zhou	Building Permit (#21-R4PD-24)	R-4PD	09-11-18-AA-00101 445 SW Cove Point	Expand 2 <sup>nd</sup> -floor rear balcony/deck	Approved
4/18/24	Newport Signs	Sign Permit (#2-2024)	C-1	09-11-08-BA-03500 10 S Hwy. 101	Signs for “Only in Oregon”	Under review
4/19/24	424 Lincoln LLC	Variance (#1-VAR-PC-24)	C-1	09-11-05-CD-01201 264 N Hwy. 101	New residence	Under review

- City Council meeting on April 2, 2024:
  - Received the Planning Commission Liaison report for March 2024.
  - Approved acceptance of right-of-way dedication for 18-unit multi-family development under construction at 450 SE Shell Ave.
- City Council meeting on April 16, 2024:
  - No Planning issues on agenda.
- Staff attended a public open house hosted by the Housing Authority of Lincoln County (HALC) regarding its proposed 12-unit affordable housing project on S Hwy. 101 adjacent to *Little Whale Cove*.
- Planning Commission special meeting on April 17, 2024:
  - Conducted the following public hearings:
    - Approved Miscellaneous Review of a wetland delineation (Case File #1-MSC-PC-24) for new residence on SW Midden Reach.
    - Approved a Coastal Shorelands application (Case File #1-CS-PC-24) for an addition to an existing residence on SW Spindrift.
    - Recommended approval of Preliminary Plan and related Zone Change for *Whale Watch* Phase 2 (Case File #1-PD-PC-24) to City Council.
  - Reviewed a summary of Senate Bill No. 1537 regarding statewide housing regulations.
  - Discussed Commissioners’ virtual attendance at DLCD/OAPA planning commissioner training session on May 6, 2024.
  - Changed the date of the July Planning Commission meeting to Wednesday, July 17, 2024.





TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Administrator/Recorder

DATE: May 2, 2024, for May 7, 2024, City Council Regular Meeting

SUBJECT: Property Line Adjustment Agreement – CA White

Action Requested: Approval of Property Line Adjustment Agreement and Indemnity Agreement with CA White.

Discussion: The City Attorney has been working with Mr. White's attorney regarding the property line adjustment (PLA) agreement related to the road that accesses the City reservoir. The attached agreement has been vetted and agreed to by the City's attorney and Mr. White and is ready for Council review and approval.

The PLA process will take up to 60 days (if not more depending on whether it is appealed) and it is wish of the Salmon Enhancement Commission that they have the ability to bring the children from Neighbors for Kids to the salmon hatchery and do the fin clipping in July. The attached indemnity agreement has been reviewed and approved by the City's insurance company and attorney and Mr. White and his attorney and is ready for Council review and approval. This agreement will

Budget Impact: Property purchase price of \$28,500 plus staff costs to process the PLA and filing fees or other processing fees.

Recommendation: Council approve and authorize the mayor to sign the property line adjustment agreement and indemnity agreement.

Attachment(s):

- A. Property Line Adjustment Agreement
- B. Indemnity Agreement

## PROPERTY LINE ADJUSTMENT AGREEMENT

This PROPERTY LINE ADJUSTMENT AGREEMENT ("Agreement") is made by and between Clarence Allen White, Jr., an individual, whose address is P.O. Box 433, Depoe Bay, OR 97341 ("White") on the one hand; and the City of Depoe Bay, Oregon, an Oregon municipal corporation, whose address is PO Box 8, 570 SE Shell Ave., Depoe Bay, OR 97341 ("City") on the other hand. The foregoing are sometimes referred to herein individually as a "Party" or collectively as the "Parties." This Agreement is made as of the date that this Agreement is fully signed by both White and City and delivered by the signing Party to the other Party as provided herein (the "Execution Date").

### RECITALS

A. White owns certain real property, which real property is vacant land located adjacent to Stanley St., Depoe Bay, OR 97341, bearing tax lot number 09-11-05-DD-00300-00 and tax account number R436873, as such property is more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "White Property").

B. City owns the parcel of vacant land that is north of, and immediately adjacent to, the White Property, bearing tax lot number 091105DD0010500 and tax account number R508471, as such real property is more particularly described in Exhibit B attached hereto and by this reference incorporated herein (the "City Property").

C. White and the City wish to adjust the common property boundary between the White Property and the City Property, pursuant to the terms and conditions described in this Agreement. This Agreement is not intended to sell, convey, or transfer a separate legal parcel whatsoever; instead, this Agreement is intended to describe the manner in which a common boundary line will be adjusted. After the property line adjustment, approximately .32 acres of the White Property will be added to the area of the City Property (such portion of White Property is referred to herein as the "Acquired Property"). The Acquired Property is as shown on Exhibit C-1 attached hereto and by this reference incorporated herein. Following the adjustment, the City Property will be as more particularly described in Exhibit C-2, and the White Property will be as more particularly described in Exhibit C-3.

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

1. **Property Line Adjustment.** White and City agree to adjust the common property boundary between the White Property and the City Property on and subject to the terms and conditions set forth in this Agreement. The property line adjustment shall be completed as proposed in a property line adjustment application that is in a form mutually acceptable to both Parties ("PLA Application"). The PLA Application shall provide that the mutual boundary line between the City Property and the White Property be adjusted such that the City Property includes that portion of the White Property that is northwest of (but does not include) North Depoe Bay Creek, an area comprising approximately .32 acres (i.e., the Acquired Property). After the PLA Application is approved, the Parties shall together execute and record a property line adjustment deed that is in a form mutually acceptable to both Parties ("PLA Deed").

The Parties acknowledge and agree that the property line adjustment contemplated by this Agreement must be approved by the appropriate governmental authorities before the adjustment may take place: thus, this Agreement shall not, by itself, operate to effect any such adjustment, nor shall this Agreement be recorded in any form (whether in its entirety or via memorandum or other short form). If the property line adjustment contemplated by this Agreement is not approved by the appropriate governmental authorities, or if the Parties cannot mutually agree upon the form of the PLA Application and the PLA Deed, then this Agreement shall terminate and neither Party shall have any further obligation hereunder.

2. **Consideration.** As consideration for entering into of this Agreement, City agrees to pay to White, in all cash, Twenty-Eight Thousand Five Hundred Dollars (\$28,500) (the “Payment”), among the other consideration stated herein. The Payment must be paid upon approval of the PLA Application. As used in this Agreement, the “approval” of the PLA application means the approval of the PLA Application by the City’s planning department and the expiration of any appeal periods associated therewith, or if the PLA Application is appealed, the confirmation of such approval on appeal.

3. **Additional Consideration.** As additional consideration for the entering into of this Agreement, City agrees to install a memorial plaque bearing the names of “Clarence and Janeen White, Sr.”. The memorial plaque shall be installed upon, and shall remain upon, the Acquired Property for as long as City remains the owner of the Acquired Property.

4. **Costs of Property Line Adjustment.** As a part of the transaction contemplated by this Agreement, the City will pay for all costs associated with the preparation and recording of the survey of the property line to be adjusted, as well as the application fee for the PLA Application and any recording costs for the PLA Deed.

5. **Nature of Transaction.** The Parties acknowledge and agree that—as stated above in the Recitals to this Agreement—the Acquired Property is not, by itself, a legal lot. This Agreement shall therefore not be construed to create any additional lots or parcels, nor shall it act as a conveyance, sale, or other transfer of any separate legal lot or parcel. Instead, this Agreement is intended solely to relocate a common property line, i.e. to be a “property line adjustment” (as that term is defined in ORS 92.010(12)).

Additionally, this Agreement shall not operate to convey, release, transfer, share, imply the existence of, or otherwise affect any water rights or rights of access to any waterway whatsoever, including without limitation any rights associated with North Depoe Bay Creek, whether any such rights may be located on (or may be appurtenant to) the White Property, the City Property, or any other property.

6. **Condition Of the Acquired Property.** The City shall be deemed to have accepted the Acquired Property, any improvements located thereon, and all other aspects of the Acquired Property in its present condition, AS IS, WHERE IS, including latent defects, without any representations or warranties from White or any agent or representative of White, expressed or implied. City agrees that City has ascertained, from sources other than White or any agent or representative of White, the condition of the Acquired Property, its suitability for City’s purposes, and the applicable zoning, building, housing, and other regulatory ordinances and laws affecting

the Acquired Property. City accepts the Acquired Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Acquired Property.

City further acknowledges and represents that City will assess, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Acquired Property and, except as specifically stated herein, City is not relying on, nor has City been influenced by, any statement or representation of White or any agent or representative of White regarding any of these items. City has accepted and executed this Agreement on the basis of City's own examination and personal knowledge of the Acquired Property.

7. **Further Conditions Precedent to the Effectiveness of this Agreement.** This Agreement shall be effective only if the following conditions are met:

(a) No suit, action, or other proceeding will have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the property line adjustment contemplated by this Agreement; and

(b) The PLA Application will have been approved by the City Planner within sixty (60) days of the Execution Date of this Agreement, and containing only those conditions that are reasonably acceptable to the City and White.

(c) The PLA Deed will have been fully executed by both Parties and recorded in the property records no later than thirty (30) days after the PLA Application has been approved by the City; provided, however, and in the event that the PLA Application has been appealed, the PLA Deed will have been fully executed by both Parties and recorded in the property records no later than thirty (30) days after the decision has become final and there is no further right to appeal.

8. **Costs and Attorney Fees.** In the event that a suit, an action, an arbitration, or a mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as costs and expert-witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

9. **General Provisions.**

(a) **Notices.** Any notice under this Agreement will be in writing and will be effective upon the earlier of (i) when actually received by email, (ii) when actually delivered by personal delivery, or (iii) three (3) days after deposit in the U.S. Mail if sent registered or certified, postage prepaid, and addressed to the Parties at the addresses stated hereunder:

City:

City of Depoe Bay  
PO Box 8  
570 SE Shell Ave.

Depoe Bay, OR 97341  
Email: [Recorder@CityofDepoebay.org](mailto:Recorder@CityofDepoebay.org)

With a copy to:

Corey Blake/ Macpherson, Gintner & Diaz  
P.O. Box 1270  
423 N. Coast Hwy 101, Newport, OR 97365  
e-mail address: [blake@mggdlaw.com](mailto:blake@mggdlaw.com)

White:

CA White  
15 SE Craig Place, PO Box 433  
Depoe Bay, OR 97341  
Email: [cbconstor@gmail.com](mailto:cbconstor@gmail.com)

With a copy to:

Christian Zupancic, Esq.  
615 Broadway St. Ste 216  
Seaside, OR 97138  
Email: [Christian@zuplaw.com](mailto:Christian@zuplaw.com)

Either Party may change its address for notices by at least 10 days' advance written notice to the other. Delivery of any notice solely to a Party's attorney or other authorized representative shall constitute delivery to such Party itself.

(b) **Time of Essence.** Except as otherwise specifically provided in this Agreement, time is of the essence of each and every provision of this Agreement.

(c) **Invalidity of Provisions.** If any provision of this Agreement is declared invalid or is unenforceable for any reason, that provision will be deleted from the document and will not invalidate any other provision contained in the document.

(d) **Neutral Construction.** This Agreement has been negotiated with each Party having the opportunity to consult with legal counsel and will not be construed against either Party.

(e) **Waiver.** The failure of either Party at any time to require performance of any provision of this Agreement will not limit the Party's right to enforce that provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

(f) **Subsequent Modifications.** This Agreement and any of its terms may only be changed, waived, discharged, or terminated by a written instrument signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.

(g) **Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

(h) **Entire Agreement; Exhibits; Recitals.** This Agreement constitutes the entire agreement of the parties with respect to the Acquired Property and supersedes and replaces all written and oral agreements previously made or existing between the Parties regarding the subject matter of this Agreement. Any Exhibits attached to this Agreement are hereby incorporated herein by reference. The Parties hereby affirm the truth of the matters set forth in the Recitals to this Agreement and agree that such Recitals shall become a part of this Agreement as if fully set forth herein.

(i) **No Offer.** By providing an unexecuted copy of this Agreement to any person, neither Party will be deemed to have made an offer to, or indicated its willingness to enter into, any transaction with respect to the Acquired Property, and this Agreement will not be binding upon any Party unless and until it has been fully executed and delivered by White and City.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts, whether electronic or otherwise, all of which when taken together will constitute one agreement binding on all Parties. For the purposes of executing this Agreement, electronic signatures shall be considered the equivalent of “wet” or physical signatures and, notwithstanding anything in this Agreement to the contrary, electronic transmission shall be deemed the equivalent of manual delivery.

(k) **Facsimile Copies.** Either Party may rely upon facsimile copies of this Agreement to the same extent as the originals.

(l) **Counsel.** White has retained Zuplaw Law Firm LLC and Christian Zupancic, Esq., in connection with this transaction and shall be solely responsible for any fees and costs due to White’s counsel. **City hereby acknowledges a) that White’s counsel represents White alone and does not represent City, b) that City’s interests in this transaction are inherently adverse to those of White, c) that City has accordingly been advised to retain independent counsel (i.e., its own lawyer) in connection with this transaction. City hereby represents that it has had ample opportunity to secure such independent counsel prior to signing this Agreement.** City shall be solely responsible for any fees and costs due to City’s counsel.

(m) **Survival of Covenants; No Merger.** Any covenant the full performance of which is not required before the recording of the PLA Deed will survive the execution, delivery, and recording of the PLA Deed and be fully enforceable thereafter in accordance with their terms.

(n) **No Third Party Beneficiaries.** No third party is intended to be benefitted or afforded any legal rights under or by virtue of this Agreement.

(o) **Further Assurances.** Each Party agrees, at the request of the other Party, whether before or after the recording of the PLA Deed, promptly to execute and deliver all such further documents (including without limitation those documents reasonably requested by any governmental authority for the purposes of effecting the property line adjustment contemplated herein), and promptly to take and forbear from all such action, as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Agreement.

18. **Statutory Warning.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, ORS 195.301 AND ORS 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, ORS 195.301 AND ORS 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Execution Date.

White:

**Clarence Allen White, Jr., an individual**

/s/ \_\_\_\_\_

Date: \_\_\_\_\_

City:

**City of Depoe Bay, an Oregon municipal  
corporation**

/s/ \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

/s/ \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_



## **EXHIBIT A**

### **Legal Description of White Property**

**Beginning at the Southeast corner of Section 5, Township 9 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence North 89° 50' West, 1191.77 feet along the South line of said section; thence North 0° 02' East, 30 feet to a point, said point being at the intersection of the North line of a County Road and the West line of a 40 foot wide road described in Deed recorded February 6, 1951 in Book 143, page 310, Deed Records; thence North 28° 34' East, 525 feet to the true point of beginning; thence Westerly, parallel to the South line of said section, 409.5 feet; thence Southerly at right angles to the South line of said section, 253 feet, more or less, to the most Northerly corner of the tract described in Deed from Clarence White, Sr., et ux, to Ronald L. Cole, recorded September 25, 1978 in Book 92, page 1685, Film Records; thence South 64° 05' 12" West, 238.54 feet to the Westerly line of the aforementioned road described Book 143, page 310, Deed Records; thence North 28° 34' East, 406 feet, more or less, along said road to the true point of beginning.**

**Situs Address:** Vacant Land, Depoe Bay, OR 97341

**Tax Acct No.:** R436873

**Map:** 09-11-05-DD-00300-00

## **EXHIBIT B**

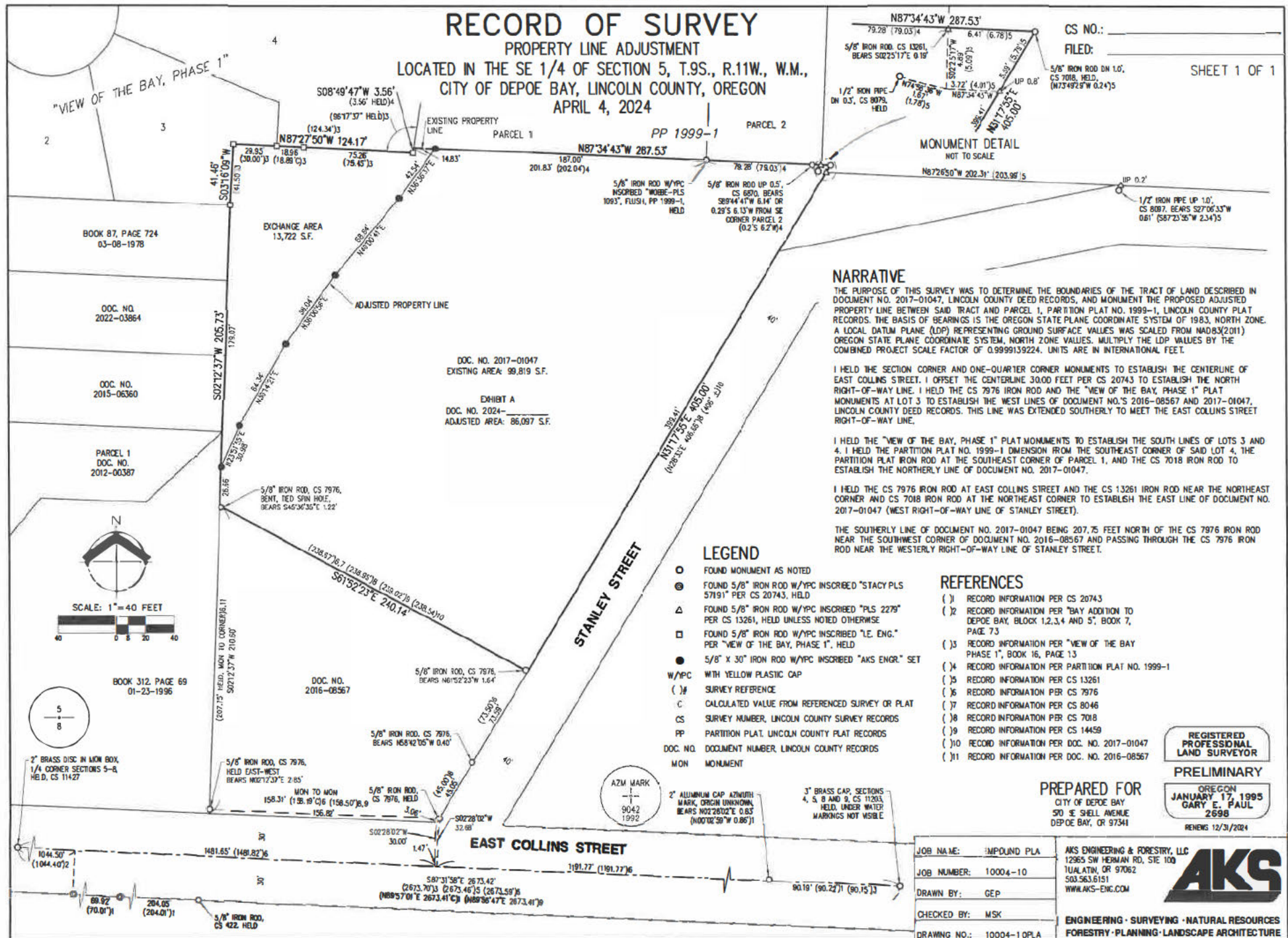
### **Legal Description of City Property**

P.P. 1999-01, PARCEL 1, ACRES 8.37, MF330-1601

**Map:** 091105DD0010500

**Acct.:** R508471

## Exhibit C-1



## Exhibit C-2

**AKS ENGINEERING & FORESTRY**

12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #10004-10

Adjusted Tax Lot 091105DD 00105

A tract of land located in the Southeast One-Quarter of Section 5, Township 9 South, Range 11 West, Willamette Meridian, City of Depoe Bay, Lincoln County, Oregon, and being more particularly described as follows:

Parcel 1 of Partition Plat No. 1999-1, Lincoln County Records.

**AND INCLUDING** the following described tract; Beginning at the southwest corner of Parcel 1 of Partition Plat No. 1999-1, Lincoln County Records; thence South 87°34'43" East along the south line of said Parcel 1, 14.83 feet; thence leaving said south line South 36°36'37" West, 42.54 feet; thence South 40°00'41" West, 68.84 feet; thence South 36°00'56" West, 58.04 feet; thence South 30°14'21" West, 64.34 feet; thence South 23°51'55" West, 30.98 feet to the west line of Document Number 2017-01047, Lincoln County Records; thence North 02°12'37" East along said west line, 179.07 feet to the southerly southeast corner of Lot 3, "View of the Bay, Phase 1", recorded as Book 16, Page 13, Lincoln County Plat Records; thence North 03°16'09" East along the southerly line of said plat, 41.46 feet to an angle point; thence continuing along said southerly line, South 87°27'50" East, 124.17 feet to the southeast corner of Lot 4 of said plat; thence North 08°49'47" East along the east line of said plat, 3.56 feet to the Point of Beginning.

Contains 8.68 acres, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

4/15/2024





## Exhibit C-3

**AKS ENGINEERING & FORESTRY**

12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #10004-10

Adjusted Tax Lot 091105DD 00105 00300

A tract of land located in the Southeast One-Quarter of Section 5, Township 9 South, Range 11 West, Willamette Meridian, City of Depoe Bay, Lincoln County, Oregon, and being more particularly described as follows:

Beginning at the Southeast corner of Section 5, Township 9 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence North 89°50' West, 1191.77 feet along the South line of said section; thence North 0°02' East, 30 feet to a point, said point being at the intersection of the North line of a County Road and the West line of a 40 foot wide road described in Deed recorded February 6, 1951 in Book 143, page 310, Deed Records; thence North 28°34' East, 525 feet to the true point of beginning; thence Westerly, parallel to the South line of said section, 409.5 feet; thence Southerly at right angles to the South line of said section, 253 feet, more or less, to the most Northerly corner of the tract described in Deed from Clarence White, Sr., et ux, to Ronald L. Cole, recorded September 25, 1978 in Book 92, page 1685, Film Records; thence South 64°05' 12" West, 238.54 feet to the Westerly line of the aforementioned road described Book 143, page 310, Deed Records; thence North 28°34' East, 406 feet, more or less, along said road to the true point of beginning.

**EXCEPTING** the following described tract; Beginning at the southwest corner of Parcel 1 of Partition Plat No. 1999-1, Lincoln County Records; thence South 87°34'43" East along the south line of said Parcel 1, 14.83 feet; thence leaving said south line South 36°36'37" West, 42.54 feet; thence South 40°00'41" West, 68.84 feet; thence South 36°00'56" West, 58.04 feet; thence South 30°14'21" West, 64.34 feet; thence South 23°51'55" West, 30.98 feet to the west line of Document Number 2017-01047, Lincoln County Records; thence North 02°12'37" East along said west line, 179.07 feet to the southerly southeast corner of Lot 3, "View of the Bay, Phase 1", recorded as Book 16, Page 13, Lincoln County Plat Records; thence North 03°16'09" East along the southerly line of said plat, 41.46 feet to an angle point; thence continuing along said southerly line, South 87°27'50" East, 124.17 feet to the southeast corner of Lot 4 of said plat; thence North 08°49'47" East along the east line of said plat, 3.56 feet to the Point of Beginning.

Contains 86,097 square feet, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

4/15/2024



## Indemnity Agreement

This Indemnity and right of way usage agreement, will be effective on the latest of the dates on the signature lines below, is entered into between the City of Depoe Bay, (the “City”), an Oregon municipal corporation, and Clarence A. White.

Whereas, Clarence White (“White”) owns certain real property, which real property is vacant land located adjacent to Stanley St., Depoe Bay, OR 97341, bearing tax lot number 09-11-05-DD-00300-00 and tax account number R436873 and further described in the legal description attached as Exhibit A to the Statutory Warranty Deed recorded with the Lincoln County Recorder on February 3, 2017, as Instrument No. 2017-01047 (the “White Property”).

Whereas, the City maintains and uses a road over that portion of the White Property that is northwest of North Depoe Bay Creek (“said property”) for access to the reservoir and the fish hatchery and related areas.

Whereas, White is concerned about the potential liability of allowing the continued use of the road over said property.

Whereas, the City’s insurance provider has agreed to name White as an additional member under the City’s liability insurance policy for any claims arising out of the City’s use of said road.

Now, therefore, it is hereby agreed that in consideration of the White’s continuing to allow the use of said road, by the City, the City agrees to release, indemnify, protect and save harmless White, his Heirs, Successors and Assigns, from and against any and all claims, costs, expenses (including attorney fees), losses, damages, charges, actions, or other liabilities of any description, arising out of or in any way connected with the use of said road by the City, its employees, or agents, including any use by the Salmon Enhancement Committee its employees, or agents and including use by the public pursuant to the Salmon and Trout Enhancement Program. Provided, however, that nothing herein shall prevent White from revoking permission for the City to use said road pursuant to previous arrangements with the City.

The City has provided our Certificate of Insurance and added the property owners as additional members as required by this agreement. The Agreement and policy shall govern.

City of Depoe Bay:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attested:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

Clarence A. White:

\_\_\_\_\_  
Date

# LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☒ [New Outlet](#) | ☐ [Change of Ownership](#) | ☐ [Greater Privilege](#) | ☐ [Additional Privilege](#)

Select the license type you are applying for.

More information about all license types is available [online](#).

## Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

## Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

## Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

## Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

## Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

## Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

## ☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

## LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT  
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

## Date application received:

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Seoul K-Food

Trade Name

# LIQUOR LICENSE APPLICATION

Page 2 of 4

## APPLICANT INFORMATION

**Identify** the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Jin Sun Park

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

## BUSINESS INFORMATION

**Trade Name** of the Business (name customers will see):

Seoul K-Food

**Premises street address** (The physical location of the business and where the liquor license will be posted):

10 SE Bay ST

City:

Depoe Bay

Zip Code:

97341

County:

Lincoln

Business phone number:

[REDACTED]

Business email:

[REDACTED]

**Business mailing address** (where we will send any items by mail as described in [OAR 845-004-0065\[1\]](#)):

[REDACTED]

City:

[REDACTED]

State:

[REDACTED]

Zip Code:

[REDACTED]

Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

**APPLICATION CONTACT INFORMATION** – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

**Application Contact Name:**

Jin Sun Park

Phone number:

[REDACTED]

Email:

[REDACTED]



# LIQUOR LICENSE APPLICATION

Page 3 of 4

## TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

## ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands [OAR 845-005-0311](#) and attests that:
  1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
  2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
  3. The licensed premises at the premises street address proposed to be licensed either:
    - a. Does not include any common areas; or
    - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
      - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
  4. The licensed premises at the premises street address either:
    - a. Has no area on property controlled by a public entity (like a city, county, or state); or
    - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

**Applicant Signature(s):** Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

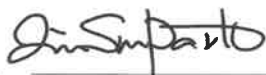
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the “Application Information” section of this form has read and understands [OAR 845-006-0362](#) and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Jin Sun Park



4/17/2024

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

**Applicant/Licensee Representative(s):** If you would like to designate a person/entity to act on your behalf you must complete the [Authorized Representative Form](#). You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

*Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.*



# OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Jin Sun Park Phone: [REDACTED]

Trade Name (dba): Sebul K-Food

Business Location Address: 10 SE Bay St

City: Depoe Bay ZIP Code: 97341

## DAYS AND HOURS OF OPERATION

Business Hours:

Sunday Am 10 to pm 9  
Monday Am 10 to pm 9  
Tuesday Am 10 to pm 9  
Wednesday Am 10 to pm 9  
Thursday Am 10 to pm 9  
Friday Am 10 to pm 9  
Saturday Am 10 to pm 9

Outdoor Area Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_  
Monday \_\_\_\_\_ to \_\_\_\_\_  
Tuesday \_\_\_\_\_ to \_\_\_\_\_  
Wednesday \_\_\_\_\_ to \_\_\_\_\_  
Thursday \_\_\_\_\_ to \_\_\_\_\_  
Friday \_\_\_\_\_ to \_\_\_\_\_  
Saturday \_\_\_\_\_ to \_\_\_\_\_

The outdoor area is used for:

☐ Food service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: \_\_\_\_\_

## ENTERTAINMENT

Check ALL that apply:

- |  |   |
|--|---|
| <input type="checkbox"/> Live Music                                    | <input type="checkbox"/> Karaoke                |
| <input checked="" type="checkbox"/> Recorded Music                     | <input type="checkbox"/> Coin-operated Games    |
| <input type="checkbox"/> DJ Music                                      | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing <input type="checkbox"/> Nude Dancing | <input type="checkbox"/> Social Gaming          |
| <input type="checkbox"/> Live Entertainment                            | <input type="checkbox"/> Pool Tables            |
| <input type="checkbox"/> Minor Entertainers                            | <input type="checkbox"/> Other: _____           |

## DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday \_\_\_\_\_ to \_\_\_\_\_  
Monday \_\_\_\_\_ to \_\_\_\_\_  
Tuesday \_\_\_\_\_ to \_\_\_\_\_  
Wednesday \_\_\_\_\_ to \_\_\_\_\_  
Thursday \_\_\_\_\_ to \_\_\_\_\_  
Friday \_\_\_\_\_ to \_\_\_\_\_  
Saturday \_\_\_\_\_ to \_\_\_\_\_

\*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

## SEATING COUNT

Restaurant: 28 Outdoor: \_\_\_\_\_ Lounge: \_\_\_\_\_  
Banquet: \_\_\_\_\_ Other (explain): \_\_\_\_\_ Total Seating: 28

### OLCC USE ONLY

Investigator Verified Seating: \_\_\_\_\_(Y) \_\_\_\_\_(N)

Investigator Initials: \_\_\_\_\_

Date: \_\_\_\_\_

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Jin Sun Park Date: 04/24/24



# OREGON LIQUOR & CANNABIS COMMISSION INDIVIDUAL HISTORY FORM

[PRINT FORM](#)[RESET FORM](#)

1. Name (Print):	<i>DARK</i> Last	<i>Jim Sun</i> First	Middle	
2. Other names used (maiden, other):				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]				
<b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.  Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>				
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)	
6. Driver License or State ID #:	[REDACTED]		7. State	<i>OR</i>
8. Contact Phone:	[REDACTED]			
9. E-mail Address:	[REDACTED]			
10. Mailing Address:	[REDACTED] (Number and Street)	[REDACTED] (City)	[REDACTED] (State)	[REDACTED] (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.				



OREGON LIQUOR & CANNABIS COMMISSION  
**INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below    Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below    Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below    Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	<i>PARK</i> Last	<i>Jin Sun</i> First	Middle
Signature:	<i>[Signature]</i>		Date: <i>4/24/24</i>

**This box for OLCC use ONLY**

\_\_\_\_\_ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



# FLOOR PLAN FORM

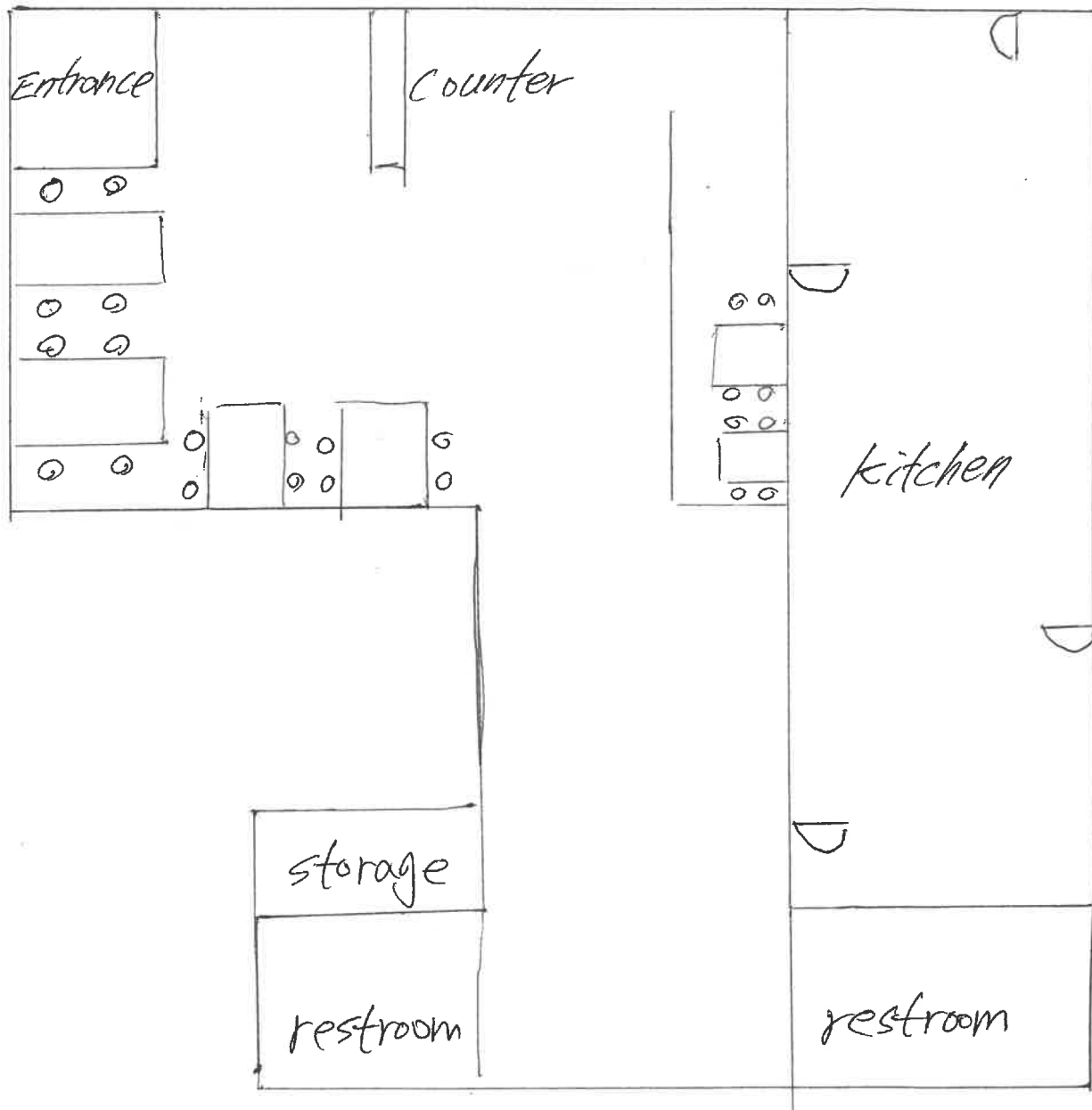
Your floor plan must be submitted on this form

Jin sun park

Applicant Name

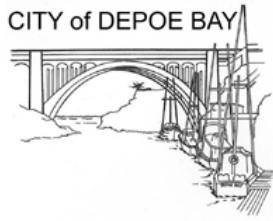
Seoul K-Food

Trade Name (dba)



.....OLCC USE ONLY.....  
MINOR POSTING ASSIGNMENT(S)

Date: \_\_\_\_\_



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Administrator/Recorder

DATE: April 27, 2024, for May 7, 2024, City Council Regular Meeting

SUBJECT: Approval of Financial Recovery Services Engagement Letter

Action Requested: Council approval of engagement letter with Summer Sears CPA, LLC to perform financial recovery services.

Discussion: As the Council is aware, staff have struggled over the years to get the financial records in a managed and efficient manner. Staff would like to work with Summer Sears, CPA, to assist the City with the review and corrections of the recently completed FY 19/20 audit but also with getting the records and data gathered and reports run for the subsequent fiscal years. Ms. Sears has a strong and reliable record of assisting cities with financial matters. Staff has spoken to Ms. Sears and is confident that she will be able to provide resolution on our financial situation.

Budget Impact: Total contract range of \$36,000 to \$65,200 (depending on complexity of work completed).

Recommendation: Council approval of the proposed engagement letter and for the mayor and Council president to execute the proposed agreement with Summer Sears, CPA, LLC.

Attachment(s):

A. Engagement Letter – Summer Sears CPA, LLC

April 24, 2024

Kathy Short, Mayor  
Joyce King, Council President  
City of Depoe Bay  
Depoe Bay, Oregon

Summer Sears CPA, LLC (“firm”, “I”, “me”, “my”) is pleased to provide City of Depoe Bay (“City”, “you”, “your”) with the professional services described below. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide. The engagement between you and my firm will be governed by the terms of this Agreement.

***Engagement Objectives, Scope, and Timing***

The objectives of this engagement are to provide financial recovery services, including preparation for the City’s FY 2020-21 through 2022-23 financial audits.

I will be available to begin my services no later than June 1, 2024. Services are expected to be completed by December 31, 2024, unless otherwise amended.

***Professional Fee***

My discounted rate for the professional services outlined above is \$200/hour, plus travel expenses, with a total contract amount of \$36,000 to \$65,200. This fee is based upon the complexity of the expected work to be performed, my professional time, and out-of-pocket expenses. Travel is billed at 50% rate, plus mileage at the IRS standard rate.

Invoices will be submitted monthly, and payment is due within 30 days of the date on the invoice.

Portions of this work may be completed with the help of a supervised subcontractor(s), whose time will be included on my invoice. This will be coordinated in conjunction with City Management.



### ***Terms and Conditions***

You may request that I perform additional services not contemplated in this engagement letter. If this occurs, I will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that I amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from me documenting additional services, my services will be limited to and governed by the terms of this Agreement.

The firm will not make any management decisions or perform management functions on your behalf. You understand and agree that my services may include advice and recommendations based upon my knowledge, training, and experience. However, at all times, the decisions related to implementation of the advice and recommendations I provide are solely your responsibility. I encourage you to consider my recommendations and advice and implement what you believe is best for your organization.

Either party may terminate this Agreement at any time, and I reserve the right to withdraw from the engagement without completing services for any reason. If this Agreement is terminated before services are completed, you agree to compensate me for the services performed and expenses incurred through the effective date of termination.

In the interest of facilitating my services to you, I may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, my firm employs measures designed to maintain data security. I use reasonable efforts to keep such communications and electronic data secure in accordance with my obligations under applicable laws, regulations, and professional standards.

You recognize and accept that I have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by me. You consent to my use of these electronic devices and applications during this engagement.

The firm's liability for all claims, damages, and costs arising from negligent acts, errors, or omissions committed by me in the performance of this engagement is limited to the total amount of fees paid by you to the firm for the service giving rise to this liability. Notwithstanding anything to the contrary in this Agreement, the firm shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if I have been advised by you of the possibility of such damages.

The firm shall, during the term of the engagement and for 1 year after termination of same by either you or me, maintain in full force and effect, accountants' professional liability and cyber liability insurance coverage from an insurer or insurers licensed to conduct business in the state of Oregon. Premiums for said insurance policy shall be paid by the firm.

\* \* \* \* \*

I appreciate the opportunity to be of service to the City of Depoe Bay. Please date and execute this Agreement and return it to me to acknowledge your acceptance.

Sincerely,



\_\_\_\_\_  
Summer Sears, CPA  
Consultant/Member  
Summer Sears CPA, LLC

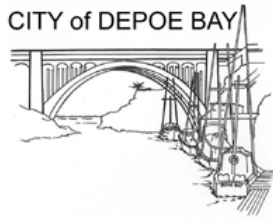
ACCEPTED:

\_\_\_\_\_

Signature [Date]

Name: \_\_\_\_\_

Title: \_\_\_\_\_



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Administrator/Recorder

DATE: April 27, 2024, for May 7, 2024, City Council Regular Meeting

SUBJECT: Safe Streets for All – Non-binding Letter of Commitment

Action Requested: Council approval of Depoe Bay's participation in the regional coastal application for Safe Streets for All (SS4A) planning and demonstration grant.

Discussion: The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) that funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

Oregon West Council of Governments (COG) is working with local jurisdictions to apply for a planning and demonstration grant initially with the potential for implementation grants to come out of the initial planning grants. This grant will assist the region in the creation of an Action Plan for each participating community. These plans identify the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. In order to apply for an implementation grant, applicants must have an Action Plan.

If awarded, Depoe Bay will receive two radar speed signs and be a part of the planning and demonstration grant to review and judge the effectiveness of such traffic calming devices on Highway 101. Our program will be run and managed along with participating cities: Lincoln City, Newport, Siletz, Toledo, Waldport, Yachats.

Budget Impact: If awarded the grant, Depoe Bay's portion is \$7,000 plus \$500 for grant administration.

Recommendation: Council review and approval of the non-binding letter of commitment for participation in the SS4A Planning and Demonstration Grant.

Attachment(s):

- A. Safe Streets for All Program Overview
- B. SS4A Planning and Demonstration Grant Email
- C. Council of Governments Safe Street for All Proposal
- D. Non-Binding Letter of Commitment
- E. Radar Sign Quotes



# Safe Streets for All (SS4A) Overview



# Agenda

- Broad Overview and Purpose
- Grant Types: *Planning and Demonstration* and *Implementation*
- Funding, Match Requirements & Deadlines
- Roles and Responsibilities
- Grant Preparation and Next Steps

# Broad Overview and Purpose

- Funder: USDOT
- Comprehensive Safety: Pedestrians, bicyclists, public transportation, personal conveyance, micromobility users, motorists, commercial vehicle operators
- Reduce Fatalities and Injuries
- Special Consideration: 17 fatalities/100,000
- Competitive
- Grant Types: Planning and Demonstration  
Implementation



# Lincoln County Fatality Data

**2017-2021**

People Killed: 58





# Planning and Demonstration

- Develop a prescribed Action Plan
- Conduct supplemental or demonstration activities that INFORM the Action Plan (e.g., pilot studies, pre-post tests, short term)
- Almost, if not all, Action Plan proposals were funded last round

# Action Plan Requirements

- Top Level Leadership Commitment and Safety Goals
  - A commitment to reach 0 fatalities or injuries by a date (progressive)
- Planning Structure (e.g., regional taskforce, committee)
- Safety Analysis (comprehensive, regional and local)
- Community Engagement and Collaboration (e.g., local and regional stakeholder sessions, focus groups, community meetings)
- Equity Considerations (e.g., ADA, language barriers, inclusive for all voices/perspectives)
- Policy and Process Changes (e.g., speed limit changes)

# Action Plan Requirements, Continued...

- Strategy and Project Selection (regional and local)
  - What do we want to do as region? Local strategies? Dates, timelines, and est. budgets.
  - Based on community input
- Progress and Transparency
  - Outcome data, Plan is posted online, communication with stakeholders

# Implementation Grants

- Must have this Action Plan in place (OR) meet almost all of their criteria
- Complete a Self-Certification Eligibility worksheet
  - Recent: Updated between 2019 and April 30, 2024
- More competitive, last round only 50 proposals were funded
- Participation in a Multijurisdictional Action Plan will allow you submit a stand alone and future implementation grant.
- Activities first must be in the Action Plan. Recommend updating it every year...

# Funding, Match Requirements & Deadlines

- 1-5 years to complete
- \$100,000 to \$10,000,000 (typical expected range)
- 20% In-Kind and/or cash match from non-Federal sources & received during the grant period
- Deadlines: April 4, 2024; May 16, 2024; and August 29, 2024

# Proposed Roles and Responsibilities

- **OCWCOG:** Fiscal agent and lead applicant, grant writing and administration, Federal reporting, procurement, fiscal services, assist consultant/s, & follow up data reporting
- **Procured Consultant/s:** Project management, safety analysis of the region and each participating city, reporting, equity considerations, stakeholder presentations, and communication
- **Cities:** Point-of-contact, Council and/or Planning Commission resolution/s, local planning and community input, participation on regional task force/committee, baseline data if available; collect follow-up data

# Grant Preparation and Next Steps

- Cost to prepare the application is spread among cities
- Intergovernmental Agreement (IGA)
- Match (in-kind and/or cash) Discussion
- Questions?
- Next Steps and Follow-up Meeting/s



## **Safe Streets for All (SS4A) Lincoln County Oregon Planning and Demonstration Grant Narrative**

This proposal seeks funding to support the development of a new multijurisdictional Safety Action Plan for all seven rural incorporated cities located in Lincoln County Oregon: Depoe Bay, Lincoln City, Newport, Waldport, City of Siletz, Toledo, and Waldport. Five cities are located on US Hwy 101, a heavily traveled and major throughfare along the Pacific Ocean coastline. They are Depoe Bay, Lincoln City, Newport, Waldport, and Yachats. The other two cities, Toledo and Siletz, are less than ten miles inland and within proximity to US Hwy 20, another major throughfare linking Lincoln County and coastal communities to the Willamette Valley. The portion of US Hwy 101 in Lincoln County is 72 miles. There are approximately 32 miles of Hwy 20 in the County. The Oregon Department of Transportation (ODOT) maintains US Hwy 101 and US Hwy, sets and influences State policies and programs related to highways, roads, and bridges, railways, public transportation, transportation safety, driver and vehicle licensing, and motor carrier regulation. Because of this jurisdiction, ODOT will serve as a key technical advisor. The fiscal agent and lead entity is the Oregon Cascades West Council of Government (OCWCOG), a local intergovernmental council authorized by the Oregon Legislature to support locally beneficial programs in Lincoln, Linn, and Benton counties in Oregon.

Of the Lincoln County 50,395 population, 6,100 people or 11% of its total population live in a Disadvantaged Census Tract. Table I provides additional city information and a regional context.

**Table I: Incorporated Rural Cities in Lincoln County Oregon**

	Lincoln City	Newport	Waldport	Depoe Bay	Yachats	Siletz	Toledo	Lincoln County Total
Population <sup>A</sup>	9,815	10,256	2,249	1,515	994	1,230	3,546	50,395
Public Road Miles <sup>A</sup>	92	110	29	26	18	11	29	3,614

Sources: <sup>A</sup>2020 Decennial Census, 2022 Census Tiger/Line Shapefile

Lincoln County is a tourist destination. According to the Oregon Department of Tourism (2024), there were approximately 468,092 single visits to Lincoln County between May 1 and September 30, 2023. Store fronts, hotels, restaurants, tourist attractions, crowded sidewalks, and park entrances/exits line Hwy 101. Seasonal traffic, visitor congestion, and limited parking all make it prone to accidents among motorists, bicyclists, and pedestrians. The Oregon Coast Bike Route is a 370-mile, paved route that for the most part follows Hwy 101 along the rugged Oregon Coast. It winds around mountain cliffs, along beaches, and through communities and cities. Several sections of the route detours from the main highway to county and street roads. Sixteen percent of all visitors have a disability and need mobility and access assistance; all calling for ADA infrastructure (e.g., sidewalks and crosswalks) and safety improvements. Many sidewalks are not ADA compliant, worn out and dilapidated, or do not exist. Crosswalks are poorly lit and/or marked. These conditions present significant safety hazards and contribute to fatalities and injuries. Between 2017-2021 our jurisdiction (Lincoln County) had 58 motor vehicle-involved roadway fatalities and with an Average Annual Fatality Rate is 23.53%

### **Grant Deliverables and Supplemental and Demonstration Activities**

This grant will support the development of a new multijurisdictional Safety Action Plan aimed at reducing fatalities and injuries to zero. This Plan will have a region-wide scope, multijurisdictional strategies, and subset strategies that are unique to each city. The Safe Systems Approach (principles, assumptions, comprehensive view, evidence-based best practices, and countermeasures) will be used to guide and frame the development of this Plan. The primary deliverable for this grant is a comprehensive Safety Action Plan for the Lincoln County region and its cities.

We propose to accomplish the following **Supplemental Activities** within an 18-month period:

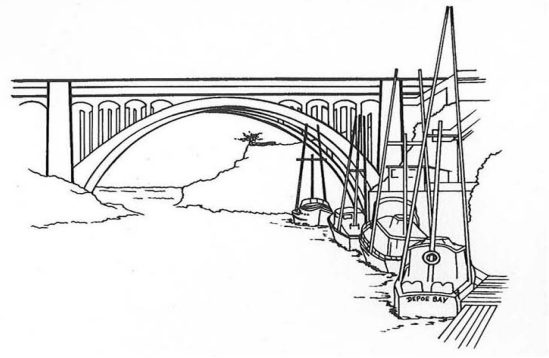
- **Establish a Regional Safety Action Plan Task Force.** City representatives, ODOT, and other stakeholders will regularly meet and guide Action Plan development. We expect this Taskforce to draw upon city councils, planning commissions, public works engineers, and their communities for advice and expertise as needed.
- **Conduct a Comprehensive Safety Analysis.** A consultant team will work with each city and Safety Action Plan Task Force to: 1) conduct an environmental scan and gap analysis for each city and holistically for the region, 2) provide recommendations for improvement and any needed resources, 3) identify any professional development or subsequent coaching for city staff; 4) help the Task Force engage local communities-see below, 5) recommend priorities and next steps, and 6) prepare final Action Plan document. (Timeline: first 6-8 months)
- **Conduct an Equity Analysis.** The purpose of this activity is to identify problematic safety issues (e.g., ADA access and language barriers) in our cities, region, and any common threads throughout the region. A consultant will be procured to work with the cities, conduct the research, engage, and solicit feedback from underserved and underrepresented populations, and recommend Action Plan strategies. (Timeline: first 6-8 months)
- **Hold Community Feedback and Listening Events.** Event goals are 1) to engage the public about improving safety, reducing fatalities, and injuries in their communities; 2) gather additional information and feedback from them about general transportation/infrastructure safety, and 3) to test the viability and utility of the Action Plan. Two city and two regional events are planned. They will be promoted by each city and open to the public. (Timelines: 6-12 months)

### **Demonstration Activity**

**The Effectiveness of Fixed and/or Mobile Signs Speed Bumps, and Calming Devices** This study will examine the effectiveness of fixed and/or mobile signs, speed bumps, and calming devices in busy residential areas/business routes, locations prone to crashes, and/or in tourist areas with heavy seasonal traffic. An independent safety consultant/researcher will be procured, design methodology, and conduct the research over a three-to-six-month period. Research questions are: 1) Did the signage, speed bumps, calming devices, other tools, and strategies reduce speeds? 2) Did they make a difference and reduce injuries and fatalities? Four cities have agreed to participate in this study. Data will be compared, aggregated for a regional perspective, and triangulated. Findings will be shared with city officials, councils, and the Region Safety Task Force. Proven effective strategies will be incorporated in our Action Plan, expanded, and/or institutionalized.

# 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 29, 2024

This non-binding letter of commitment is submitted by the City of Depoe Bay to acknowledge its intent to participate in the Lincoln County Safe Streets for All (SS4A) Planning and Demonstration Grant Application. As a condition of the funding requirements, the City acknowledges that its participation in this project and will commit to the following:

1. In-kind and/or cash match that is proportional to co-applicant cities' census population. The City will provide a non-Federal match of \$7,000 that includes:
  - a. In-Kind (e.g., staff time-wages and fringe, supplies, office space, internet, utilities, real property, and equipment) and
  - b. \$7,000 Cash.
2. The duration of the grant project is expected to be 18 months upon receipt of a fully executed contract between US Department of Transportation SS4A and the Cascades West Council of Government (OCWCOG).
3. The City also will provide the OCWCOG match documentation (source and calculations) upon request to meet any Federal reporting requirements.
4. Oregon Cascades West Council of Governments (OCWCOG) will serve as the lead entity and fiscal agent.
5. The City will designate a point of contact for communication and the Regional Safety Task Force. The City will also designate Public Works, or other appropriate staff members, for the safety and equity analysis, and any work sessions.
6. The City will actively participate in and provide assistance with the coordination and outreach activities for the community feedback sessions.
7. The City will make a commitment to reduce fatalities and injuries, and the development of the Action Plan for Depoe Bay and the region.
8. The City will provide \$500 toward the cost of preparing the grant application.

Our City Point of Contact is: Kimberly Wollenburg  
Email: [administrator@cityofdepobay.org](mailto:administrator@cityofdepobay.org)  
Phone #: 541-765-2361

\_\_\_\_\_  
Authorized Signature

Kimberly Wollenburg  
City Administrator/Recorder  
City of Depoe Bay  
570 SE Shell Avenue  
Depoe Bay OR 97341

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Anthony Greene  
+1-972-801-4892  
anthony.greene@a-concepts.com

Reg Sales Mgr:

David Foster  
972-398-3780  
davidf@stalkerradar.com

QUOTE  
#2088100

Page 1 of 2

Date: 04/19/24

Effective From : 04/19/2024

Valid Through: 07/18/2024

Lead Time: 45 working days

<b>Bill To:</b> City of Depoe Bay 570 SE Shell Ave Depoe Bay, OR 97341-9683	<b>Customer ID:</b> p70660  Accounts Payable	<b>Ship To:</b> City of Depoe Bay 570 SE Shell Ave Depoe Bay, OR 97341-9683	<i>FedEx Ground</i>  City Recorder Kimberly Wollenburg
--	--	--	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	836-0015-00	PMG 15 Inch Display with Traffic Analyst	24	\$4,355.00	\$8,710.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	2	200-1315-00	15" PMG w/Traffic Analyst, configured with:		\$0.00
2	2	035-0002-21	15" and 18" PMG Shipping Box		\$0.00
3	8	035-0002-20	PMG Corner Packing Foam		\$0.00
4	2	060-1000-24	24-Month Warranty		\$0.00
5	2	006-0076-00	PMG Installation Guide		\$0.00
6	2	200-1285-00*	15"PMG Speed Display		\$0.00
7	2	200-5542-12	15" PMG Controller, Normal Speed - 4G/Standalone		\$0.00
8	2	200-1285-10	15" PMG Bezel, White		\$0.00
9	2	200-1339-10	15" PMG Display - Amber LED, Red/Blue Alert Strobos		\$0.00
10	2	062-0126-01	PMG Text and Graphics Option		\$0.00
11	2	200-1285-51*	15" PMG with Simulated Flash		\$0.00
12	2	200-1206-55*	12" PMG Pole Mount, 2-Part		\$0.00
13	2	200-1395-01*	PMG Backpack - SLA w/Solar		\$0.00
14	4	047-0049-00	Cover Plate on Quad Bay Unit		\$0.00
15	2	047-0044-00	15" PMG Bracket for Battery Backpack		\$0.00
16	2	047-1003-00	PMG Power Cover Plate		\$0.00
17	2	200-1567-01*	15" PMG - USB Com, USB Memory Stick - v2		\$0.00
18	2	200-1206-60*	PMG Key Fob and Control Module		\$0.00
19	2	200-1508-10	PMG 4G Modem Nimblelink w/Ext Antenna Connection		\$0.00
20	2	200-1206-62	PMG GPS Module for 4G		\$0.00
21	2	200-1206-08	PMG Expanded Memory Option, 8GB		\$0.00
22	2	200-1369-60	15" YOUR SPEED White Surround, Backpack		\$0.00
23	2	015-0344-02	PMG 4G External Antenna - Standard		\$0.00
24	2	200-1419-00	Battery Backpack Solar Option Kit		\$0.00
25	2	200-1330-00	PMG 100W Solar Power Package		\$0.00

Group Total \$8,710.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1		Selected Accessories	0		\$0.00

Ln	Qty	Part Number	Description	Price	Ext Price
26	4	200-1397-00	PMG Backpack Battery Kit - SLA 22Ah w/Wiring		\$0.00

Group Total \$0.00



applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Anthony Greene  
+1-972-801-4892  
anthony.greene@a-concepts.com

Reg Sales Mgr: David Foster  
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davidf@stalkerradar.com

QUOTE  
#2088100

Page 2 of 2

Date: 04/19/24

Effective From : 04/19/2024

Valid Through: 07/18/2024

Lead Time: 45 working days

<b>Bill To:</b> City of Depoe Bay 570 SE Shell Ave Depoe Bay, OR 97341-9683	<b>Customer ID:</b> p70660  Accounts Payable	<b>Ship To:</b> City of Depoe Bay 570 SE Shell Ave Depoe Bay, OR 97341-9683	<i>FedEx Ground</i>  City Recorder Kimberly Wollenburg
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Product	\$8,710.00	Sub-Total:	\$8,710.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$285.00
		<b>Total: USD</b>	<b>\$8,995.00</b>

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

ELAN CITY  
 450 7th Avenue (& 34th St.) Suite 1501  
 New York City, NY 10123-1591  
 United States  
 Phone. : (646) 878-6259  
 Fax. : (646) 770-3906  
 Email: [sales@elancity.net](mailto:sales@elancity.net)

**Shipping address :**  
 CITY OF DEPOE BAY  
 PO BOX 8  
 DEPOE BAY, OR 97341  
 United States

**Invoice address :**  
 CITY OF DEPOE BAY  
 PO BOX 8  
 DEPOE BAY, OR 97341  
 United States

**CITY OF DEPOE BAY  
 PO BOX 8  
 DEPOE BAY, OR 97341  
 United States**

## Quotation N° SO9907

Your Reference	Quotation Date	Contact	Payment Term
	03/25/2024	MOLINA RIVAS Romel	

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[EPRA0158AA] US[HY-BT] EVOLIS VISION RADAR SPEED SIGN HYBRID - ELECTRIC Version - WHITE Reflective Front ready to install including: - Speed display: 15" high (green/amber/red) - Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) - BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	2.00 Unit(s)	3,100.00	0.00	3,100.00	\$ 6,200.00
[EACC0046AB] Yuasa battery pack 12V22Ah with integrated fuse protection (8A)	2.00 Unit(s)	125.00	0.00	125.00	\$ 250.00
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	350.00	0.00	350.00	\$ 350.00
Net Total :					\$ 6,800.00
Taxes (20%):					\$ 0.00
<b>Total :</b>					<b>\$ 6,800.00</b>

### CUSTOMER CONTACT INFO:

- Name: Gena Burke
- Phone:
- Email: [admin@cityofdepoebay.org](mailto:admin@cityofdepoebay.org)

### QUOTE PRICING AND EXPIRATION:

- Quote valid until : 04/15/2024
- PROMO CODE / OFFER:TPS24



**Traffic Safety Corp.**

2708 47th Avenue  
Sacramento, CA 95822, USA

<https://www.xwalk.com>

US: +1 888 446 9255

Worldwide: +1 916 394 9884

**Bill To:**

admin@cityofdepoebay.org

**Confirm To:** Gena Burke

# Quote

**Customer Number:** 02-QUOTEOR

**Quote Number:** 0146529

**Quote Date:** 3/25/2024

**Expires On:** 4/24/2024

**Salesperson:** Eva Gapie

[eva.gapie@trafficsafetycorp.com](mailto:eva.gapie@trafficsafetycorp.com)

**Direct Line:** 1-916-330-1081

**Ship To:**

		Ship Via			Terms
		BEST WAY			Prepay by Check, ACH or CC
Item / Description	UOM	Qty Quoted	Price	Amount	
SI-SPEVL12-S-Y Solar Powered Safe Pace Evolution 12 Yellow Face Plate Digit Size: 12" Sign Height: 29" 1 year SafePace Cloud Included MUTCD Compliant Dual-color Display Polymer Sign Face	EA	2	3,759.50	7,519.00	
*SI-SPEVL12-AC AC Powered Safe Pace Evolution 12 Yellow Face Plate Digit Size: 12" Sign Height: 29" 1 year SafePace Cloud Included MUTCD Compliant Dual-color Display Polymer Sign Face	EACH	2	3,159.00	6,318.00	

We do not have a resale certificate (exemption number) on file for you. Please submit your exemption/certificate number if you have one. Thank you!  
*U.S. customers only.*

**Freight Will Be Charged at Shipping**  
**We Appreciate Your Business**

Traffic Safety Warranty: [https://www.xwalk.com/pages/sys\\_warranty.htm](https://www.xwalk.com/pages/sys_warranty.htm)

Net Order: \$13,837.00

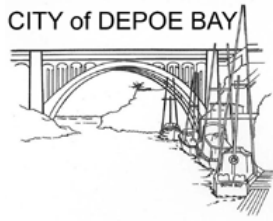
Freight: \$0.00

Sales Tax: \$0.00

**Order Total:** \$13,837.00 USD

Additional charges may apply if the freight company encounters issues with delivery.





TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Administrator/Recorder

DATE: April 27, 2024, for May 7, 2024, City Council Regular Meeting

SUBJECT: Lincoln County Consortium for Solid Waste Management FY 24/25 Budget

Action Requested: Council review of FY 24/25 Budget for the Lincoln County Consortium for Solid Waste Management.

Discussion: The City of Depoe Bay is a member of the Lincoln County Consortium for Solid Waste Management (Consortium) and responsible for a portion of operational/monitoring costs related to the final closure permit of the Agate Beach Landfill. The attached budget draft represents the FY 24/25 proposed budget. The budget is proposed for \$145,000, which is the amount adopted in FY 23/24. Depoe Bay's portion is \$5,365 (3.7%). As of April 20, 2024, Depoe Bay has paid \$2,540.

Budget Impact: Amount proposed for the Agate Beach closure fund is \$5,365 for FY 24/25.

Recommendation: Council review and approval of the proposed draft FY 24/25 Budget for the Lincoln County Consortium for Solid Waste Management.

Attachment(s):

A. Draft Budget - Lincoln County Consortium for Solid Waste Management

**LINCOLN COUNTY CONSORTIUM FOR  
SOLID WASTE MANAGEMENT**

**DRAFT FULL  
BUDGET COMMITTEE PACKET**

**BUDGET FOR FISCAL YEAR 2024-25**

**CONTENTS**

Agenda May 20, 2024	page 1
Budget Message	pages 2-3
List of Budget Committee Members	page 4
Proposed 2024-25 Budget	page 5
Line Item Budget Information	pages 6-7
Budget Notes	page 8
Copy of Advertisement	page 9

***Meeting: May 20, 2024, Commissioner's Conference Room, Lincoln County  
Courthouse Room 108, 12:00 noon***

**LINCOLN COUNTY CONSORTIUM FOR  
SOLID WASTE MANAGEMENT**

**BUDGET MEETING AGENDA**

**May 20, 2024**

**12:00 pm (Noon)**

- I. Open Meeting – Budget Officer
- II. Introduce Budget Committee Members/Establish Quorum
  - Motion to Appoint Budget Committee Members Present at Meeting
- III. Elect Budget Committee Officers
  - 1. Chair
  - 2. Secretary
- IV. Budget Message and Introductory Comments FY 2024-25
  - Budget Officer
- V. Questions and Comments from Budget Committee Members
- VI. Public Input on the Budget
- VII. Budget Committee Discussion of the Proposed FY 2024-25 Budget
- VIII. Motion to approve the FY 2024-25 Budget as may be amended during these budget meetings

# **LINCOLN COUNTY CONSORTIUM FOR SOLID WASTE MANAGEMENT**

## **BUDGET MESSAGE FOR FISCAL YEAR 2024-25**

The FY 2024-25 budget year will return to a more formal budgeting process for the Lincoln County Consortium for Solid Waste Management (The Consortium). In prior year budgets, when expenditures were primarily based on maintenance activities, the Consortium was able to operate on the Auditor's advice which did not require as formal a process for budget adoption.

The intent now is to move into a more strategic planning phase for the eventual completion of the DEQ 30-year Post Closure Permit. In the summer of 2023, the consortium began the first in a series of landfill well studies to better understand long term needs and cost strategies for leachate pumping. Also in summer of 2023, the landfill's old baler building was found to be no longer structurally sound and needed to be demolished. These 'new' costs will be realized in both FY 2023-24 and FY 2024-25. To this end, preparation activities, such as building demolition and non-routine engineering studies means the Consortium is moving away from the predictable maintenance costs and must now anticipate the potential for annual budget fluctuations. Hence, the Consortium desires to return to more standard budgeting processes.

The Consortium continues to estimate and provide for operational/monitoring costs in accordance with the final closure permit issued through the Oregon Department of Environmental Quality (DEQ) for the closed Agate Beach landfill site. Permit No. 373, Agate Beach Landfill, was originally issued on December 27, 1997, and initially required monitoring and on-going operational activities through 2007. The Consortium has applied for updates and been approved for another 10-year permitting period ending in February 2029.

The Consortium continues to retain engineering services from WSP and Vista Engineering:

- WSP works in cooperation with DEQ to perform studies of leachate pumping and groundwater monitoring at the landfill for the protection of human health and the environment.
- Vista Engineering works on financial assurance reporting.

The Consortium continues to maintain its pollution liability insurance policy to protect against third party claims should there be a leak or failure of the landfill infrastructure. A lump sum expenditure to renew the policy for five years was last paid in FY 2022-23. The policy will not need to be renewed again until FY 27-28.

The budget provides appropriation projections for your review. The proposed budget was prepared based on revenues from reserves and the surcharges instituted by the members. Existing reserves are believed to be sufficient fund maintenance and operations contingencies for FY 2024-25 and beyond. As there are no personal services requested or budgeted, there are no minimum or maximum salaries included in the budget. As this is a new budget format, we show the operating Fiscal Year 2023-24 budget, the projected 2023-24 Year End Estimates, and the proposed figures for Fiscal Year 2024-25.

The 2024-25 Budget has been prepared using budgetary practices and techniques guided by Oregon Revised Statutes (ORS) 294.305 to 294.565. The budget meeting will provide a forum for discussion of the budget and for development of the Consortium's fiscal policies and program directions. Other matters will be discussed and outlined as the meeting progresses.

DATED: April 25, 2024

\_\_\_\_\_

\_\_\_\_\_  
**Budget Officer**



# **LINCOLN COUNTY CONSORTIUM FOR SOLID WASTE MANAGEMENT**

## **BUDGET NOTES**

### ***For Current Fiscal Year 2023-24***

- Electrical and sewerage fees are expected to be lower than in past years due to the leachate pumps being turned off during the well study.
- Engineering costs are expected to be higher than in past years due to:
  - The well leachate study included additional testing, review, and reporting.
  - The Financial Assurance Report from 2022 was published late and hence, engineering fees for both 2022's and 2023's Financial Assurance landed in FY 2023-24.
  - One well, which is located within the driving lanes to the transfer station was damaged and repaired during previous years. The engineer needed to re-establish the well's elevation to be accurate for well studies and reporting.
- Landfill landscape maintenance are expected to be higher than in past years due to:
  - Larger equipment was needed to mow the mound due to multiple years of overgrowth.
  - A severely overgrown pathway was cut to the remote wells
  - Rock was used to armor a small landfill scar (damage from years of heavy rainfall).
- The antiquated old baler building became unsafe. Demolition was started in FY 2023-24 to render the building safe. Final cleanup costs will continue into FY 2024-25.

### ***For Fiscal Year 2024-25***

- For the new budget process, the characterization of each of the budget lines were updated. This did not necessarily move or remove items expended in those lines, but rather provided a more detailed category description for each line item.
- Fees for sewage and electrical services will continue to fluctuate as the well study continues over the year.
- For the antiquated old baler building demolition, about 2/3 of the total anticipated costs will continue into FY 2024-25.

**LINCOLN COUNTY CONSORTIUM FOR  
SOLID WASTE MANAGEMENT**

**BUDGET COMMITTEE  
Membership  
(confirmed 3/28/2024)**

Depoe Bay:	Kim Wollenburg <a href="mailto:recorder@cityofdepoebay.org">recorder@cityofdepoebay.org</a>
Lincoln County:	Mikel Diwan <a href="mailto:mdiwan@co.lincoln.or.us">mdiwan@co.lincoln.or.us</a>
Newport:	Janet Webster <a href="mailto:Jlgwebster113@gmail.com">Jlgwebster113@gmail.com</a>
Toledo:	Stu Strom <a href="mailto:portman47@hotmail.com">portman47@hotmail.com</a>
Lincoln City:	Scott Morgan <a href="mailto:smorgan@lincolncity.org">smorgan@lincolncity.org</a>
Siletz:	N/A

## BUDGET WORKSHEET DRAFT

Fund: 123 - LINCOLN COUNTY SOLID WASTE CONSORTIUM FUND

ACCOUNT #		2022-23 Actual	2023-2024 Proposed Budget	2023-2024 Year End Estimate	2024-25 Proposed Budget
<b>Department: 123 - SOLID WASTE CONSORTIUM</b>					
<b>REVENUE</b>					
123-123-3666 REIMB. FROM MEMBER AGENCIES	REIMB. FROM MEMBER AGENCIES	169,699	145,000	123,000	143,500
123-123-4000 BEGINNING BALANCE	BEGINNING FUND BALANCE	-	16,279	16,279	16,279
123-123-4000 BEG BAL-POLLUTION INS PREPAID					
<b>TOTAL REVENUE</b>		<b>169,699</b>	<b>161,279</b>	<b>139,279</b>	
<b>MATERIALS &amp; SERVICES</b>					
123-123-9100 GENERAL OPERATIONAL COSTS	General Operations - Maintenance/Repair Co:	20,623	40,000	10,000	12,000
123-123-9200 POLLUTION LIABILITY INSURANCE	Bonding and Insurance	49,936	10,000	3,500	5,000
123-123-9300 SEWER FEES	Utilities	64,740	70,000	50,000	52,200
123-123-9400 ANNUAL REPORT/ENG. COSTS	Engineering/Professional Services	-		32,500	35,500
123-123-9500 MONITORING COSTS	Testing/Permits/Fees	18,121	25,000	6,000	6,300
123-123-96000	Special Projects			21,000	34,000
<b>TOTAL MATERIALS &amp; SERVICES</b>		<b>153,420</b>	<b>145,000</b>	<b>123,000</b>	<b>145,000</b>
<b>TOTAL FUND 123</b>		<b>153,420</b>	<b>145,000</b>	<b>123,000</b>	<b>145,000</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>		<b>16,279</b>	<b>16,279</b>	<b>16,279</b>	<b>(145,000)</b>

\* NOTE: every 5 years large 50K payment payable in that fiscal year. Next is 2027

## SOLID WASTE CONSORTIUM

Meeting: 3/28/2024

Fiscal YEAR 2023-2024

## BILLS / PAYMENTS

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Monday, July 10, 2023	CENTRAL LINCOLN PUD	182.97	LINCOLN COUNTY	3,386.23	22.40%
	CENTURY LINK	-	NEWPORT	6,394.53	42.30%
	CNA SURITY	600.00	LINCOLN CITY	3,824.63	25.30%
	CITY OF NEWPORT	13,854.13	TOLEDO	952.38	6.30%
	PUMPRO	480.00	DEPOE BAY	559.33	3.70%
	WSP USA	-			
<b>ORDER TOTAL</b>		<b>\$ 15,117.10</b>	<b>TOTAL</b>	<b>\$ 15,117.10</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Friday, August 4, 2023	CENTRAL LINCOLN PUD	166.56	LINCOLN COUNTY	3,299.26	22.40%
	CENTURY LINK	61.26	NEWPORT	6,230.31	42.30%
	CIS INSURANCE SVC	2,508.64	LINCOLN CITY	3,726.40	25.30%
	CITY OF NEWPORT	5,312.88	TOLEDO	927.92	6.30%
	DEQ	529.13	DEPOE BAY	544.97	3.70%
	PUMPRO	-			
	WSP USA	4,355.01			
	WSP USA	1,795.38			
<b>ORDER TOTAL</b>		<b>\$ 14,728.86</b>	<b>TOTAL</b>	<b>\$ 14,728.86</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Friday, September 8, 2023	CENTRAL LINCOLN PUD	198.50	LINCOLN COUNTY	1,778.47	22.40%
	CENTRAL LINCOLN PUD	185.03	NEWPORT	3,358.46	42.30%
	CENTURY LINK	126.34	LINCOLN CITY	2,008.72	25.30%
	CITY OF NEWPORT	5,740.46	TOLEDO	500.20	6.30%
	PUMPRO	360.00	DEPOE BAY	293.76	3.70%
	PUMPRO	600.00			
	WSP USA	729.28			
		-			
<b>ORDER TOTAL</b>		<b>\$ 7,939.61</b>	<b>TOTAL</b>	<b>\$ 7,939.61</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Tuesday, October 10, 2023	CENTRAL LINCOLN PUD	169.99	LINCOLN COUNTY	1,183.11	22.40%
	CENTURY LINK	130.24	NEWPORT	2,234.19	42.30%
	CITY OF NEWPORT	4,981.52	LINCOLN CITY	1,336.28	25.30%
		-	TOLEDO	332.75	6.30%
		-	DEPOE BAY	195.42	3.70%
<b>ORDER TOTAL</b>		<b>\$ 5,281.75</b>	<b>TOTAL</b>	<b>\$ 5,281.75</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Tuesday, November 7, 2023	CENTURY LINK	69.23	LINCOLN COUNTY	2,342.30	22.40%
	CENTRAL LINCOLN PUD	163.88	NEWPORT	4,423.18	42.30%
	CITY OF NEWPORT	3,736.08	LINCOLN CITY	2,645.54	25.30%
	HOWRY INDUSTRIES	2,005.00	TOLEDO	658.77	6.30%
	PUMPRO	480.00	DEPOE BAY	386.90	3.70%
	WSP USA	4,002.50			
		-			
<b>ORDER TOTAL</b>		<b>\$ 10,456.69</b>	<b>TOTAL</b>	<b>\$ 10,456.69</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Wednesday, December 13, 2023	CENTURY LINK	65.41	LINCOLN COUNTY	1,132.04	22.40%

CENTRAL LINCOLN PUD	135.60	NEWPORT	2,137.73	42.30%
CITY OF NEWPORT	252.74	LINCOLN CITY	1,278.60	25.30%
VISTA GEOENVIRONMENTAL	4,600.00	TOLEDO	318.39	6.30%
		DEPOE BAY	186.99	3.70%
	-			
<b>ORDER TOTAL</b>	<b>\$ 5,053.75</b>	<b>TOTAL</b>	<b>\$ 5,053.75</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Friday, January 5, 2024	CENTURY LINK	65.41	LINCOLN COUNTY	849.52	22.40%
	CENTRAL LINCOLN PUD	134.00	NEWPORT	1,604.23	42.30%
	CITY OF NEWPORT	252.74	LINCOLN CITY	959.50	25.30%
	ALS GROUP	90.00	TOLEDO	238.93	6.30%
	WSP USA	3,250.35	DEPOE BAY	140.32	3.70%
		-			
<b>ORDER TOTAL</b>		<b>\$ 3,792.50</b>	<b>TOTAL</b>	<b>\$ 3,792.50</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Tuesday, February 6, 2024	CENTURY LINK	65.45	LINCOLN COUNTY	765.45	22.40%
	CENTRAL LINCOLN PUD	133.98	NEWPORT	1,445.46	42.30%
	WSP USA	191.90	LINCOLN CITY	864.55	25.30%
	CITY OF NEWPORT	252.74	TOLEDO	215.28	6.30%
	WSP USA	1,356.80	DEPOE BAY	126.44	3.70%
	HOWRY INDUSTRIES	765.00			
	OR GOV ETHICS COMM	151.31			
	AOC	500.00			
		-			
<b>ORDER TOTAL</b>		<b>\$ 3,417.18</b>	<b>TOTAL</b>	<b>\$ 3,417.18</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Monday, March 4, 2024	CENTURY LINK	65.45	LINCOLN COUNTY	638.03	22.40%
	CENTRAL LINCOLN PUD	134.01	NEWPORT	1,204.84	42.30%
	WSP USA	2,396.13	LINCOLN CITY	720.63	25.30%
	CITY OF NEWPORT	252.74	TOLEDO	179.44	6.30%
		-	DEPOE BAY	105.39	3.70%
		-			
<b>ORDER TOTAL</b>		<b>\$ 2,848.33</b>	<b>TOTAL</b>	<b>\$ 2,848.33</b>	<b>100.00%</b>

<u>ORDER DATE</u>	<u>VENDOR</u>	<u>PAYMENT AMOUNT</u>	<u>MEMBER</u>	<u>PAYMENT DUE</u>	<u>PERCENTAGE</u>
Thursday, April 4, 2024	CENTURY LINK	-	LINCOLN COUNTY	-	22.40%
	CENTRAL LINCOLN PUD	-	NEWPORT	-	42.30%
	WSP USA	-	LINCOLN CITY	-	25.30%
	CITY OF NEWPORT	-	TOLEDO	-	6.30%
	WSP USA	-	DEPOE BAY	-	3.70%
	HOWRY INDUSTRIES	-			
	OR GOV ETHICS COMM	-			
	AOC	-			
		-			
<b>ORDER TOTAL</b>		<b>\$ -</b>	<b>TOTAL</b>	<b>\$ -</b>	<b>100.00%</b>



LINCOLN COUNTY SOLID WASTE CONSORTIUM  
DRAFTED MINUTES OF MEETING  
Livestreamed/In Person  
Lincoln County Courthouse  
Commissioners Conference Room 108  
225 W Olive Street  
Newport, OR 97365  
March 28, 2024; 1:00 pm

INTRODUCTION

- I. Meeting Called to Order - The Zoom and face-to-face meeting was called to order at 1:00 pm by Chair Jacobson.
- II. Introduction of Consortium Representatives and Staff
  - a. County –Kaety Jacobson, Lincoln County Commissioner; Danelle Pack, Lincoln County Treasurer’s Office; Paul Seitz, Solid Waste District Manager
  - b. Cities - Cynthia Jacobi, Newport City Councilor; Kathy Short, Depoe Bay Mayor; Stu Strom, City of Toledo Councilman; Mikel Diwan, Proposed Lincoln County Budget Committee Member via Zoom.
  - c. Staff – Nancy Hale, Recording Secretary.
  - d. Community Member – Dave Larmouth of Dahl Disposal Service via Zoom
- III. Approval of Minutes – Approval of the Minutes for September 28, 2023; January 25, 2024, and February 22, 2024. Kathy moved to approve all minutes as submitted. Cynthia seconded the motion. The vote was taken and passed unanimously.
- IV. Review of Bills – Danelle reviewed the billings. Paul reminded that the Consortium will see billing directly from Vista for the financial assurance report for DEQ.
- V. Financial Assurance and Budget –Paul suggested that the Consortium’s annual budget is expected to remain around \$150,000 and that forming a budget committee will allow for unanticipated expenses. There was a short discussion about dates, roles, and future budget timing. The Budget Committee members were presented as per the February Minutes.

DISCUSSION ITEMS

- VI. Maintenance of Property and Buildings –
  - a. Paul reviewed the RFP packet with the consortium indicating that the top scoring bid by the workgroup was for Staton Companies for \$40,920.00. Paul further noted that the building tested negative for asbestos. The consortium will see three billing areas for the demolition. The asbestos testing contractor (minor billing), the demolition contractor, and fees for disposal from Thompson’s Sanitary Service. Future costs for removal of crushed concrete may come under consideration.
  - b. Well Maintenance. Paul indicated that the pumps have not yet been repaired and a discussion ensued about PumPro’s need to respond. There was also discussion about a potential need to replace the entire system in the near future.

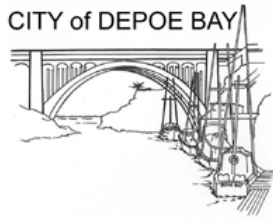
- c. Well Study –Another test is planned for this spring, but no plans set until the well is fully up and operational.
- d. Landfill Maintenance – This summer we will begin an annual mowing of the top cap.

#### ACTION ITEMS –

- VII. Election of Consortium Budgeting Committee FY 24/25 Vote – Kathy moved to elect the Consortium Budgeting Committee as submitted. Cynthia seconded the motion. The vote was taken and passed unanimously.
- VIII. Selection and Determination to award RFP Vote – Cynthia moved to hire Staton Companies with their bid of \$40,920.00 to demolish the steel building at 8098 NE Avery Street in Newport, Oregon and to instruct the Chair to sign the contract. Kathy seconded the motion. The vote was taken and passed unanimously.
- IX. Kathy moved to instruct the Chair to submit a letter to Pumpro requiring them to complete the required work on the pumps right away or we will need to hire a new company. Cynthia seconded the motion. The vote was taken and passed unanimously.

#### OTHER ITEMS

- X. Next meeting date – It was determined to move the meeting to every other month on the 4<sup>th</sup> Thursday and to start at 9am. Next meeting will now be May 23, 2024 at 9am Lincoln County Courthouse, Commissioners' Conference Room 108.
- XI. Adjourn 1:36 pm.



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Administrator/Recorder

DATE: May 2, 2024, for May 7, 2024, City Council Regular Meeting

SUBJECT: Amendment to Ordinance – Late Fee Waiver

Action Requested: Council direction or emergency adoption of Ordinance amending Chapter 51 of the Municipal Code relating to the utility billing process and procedures.

Discussion: Currently, the policy of the City is to give one late fee waiver per year. The late fee is \$30.00. There is no specific requirement or reason a customer must provide. Just the request has been enough to waive the late fee. However, within the last month, there have been 8 waivers requested (\$240.00). Most of the requests are due to customers claiming they did not receive their statements.

While there are certainly circumstances that would warrant approval of a late fee waiver, staff do not feel that the claim that a customer did not receive a statement is sufficient to warrant the granting of a waiver. An audit of accounts overall shows that a number of these have had previous late fees or have a history of being late. Others have a returned check. And others have been late over the past year but for some reason, no late fee was charged (under previous staff member).

Staff is recommending the attached amendment to the water ordinance to officially set the process for late fee waivers requests and further notes that failure to receive a bill is not a legitimate reason. Staff researched this and found that most cities did not waive fees for that reason.

Budget Impact: Loss of \$30.00 per waiver request + staff time to process request and update system.

Recommendation: Council emergency review and approval of Ordinance 348-24 amending Ordinances 149 and 251 regarding update and clarification on utility billing processes and procedures.

Attachment(s):

- A. Ordinance 348-24 – Amending Ordinances 149 and 251, Chapter 51 of the Municipal Code
- B. Fee Waiver Request Form

**ORDINANCE NO. 348-24  
CITY OF DEPOE BAY**

**AN ORDINANCE OF THE CITY OF DEPOE BAY, OREGON, AMENDING CHAPTER 51,  
WATER, OF THE CODE OF ORDINANCES OF THE CITY OF DEPOE BAY, OREGON;  
ADDING A NEW BILLING POLICY SECTION AND DECLARING AN EMERGENCY**

**WHEREAS**, Chapter 51 of the City of Depoe Bay Municipal Code states that a city may operate a utility system and may regulate the system in a manner that protects the interests of the city, and may establish a procedure for billing and collecting payment for the provision of utility services to its citizens;

**WHEREAS**, the City Council further finds it prudent to clarify its billing policy, including a procedures and processes around late fee waiver and change to the due date and delinquent date to be more consistent with the common practice along the coast; and

**WHEREAS**, the City Council finds that the regulations contained in this Ordinance are in the best interest of the health, safety, and welfare of the citizens of the City of Depoe Bay and promote efficient government operations; and

**WHEREAS**, the City Council of the City of Depoe Bay has determined that for the benefit of the City, an amendment to Ordinances 149 and 251 is needed.

**NOW, THEREFORE**, the City Council of the City of Depoe Bay hereby ordains as follows:

- 1) Sec. 51-01, Water Service Rates, is hereby amended as follows:

Replace in its entirety, 51.01 (A): The owner of the property to which water and sewer service is provided shall be the party responsible for payment of all water and sewer service usage charges. The obligation for payment of water and sewer service and usage charges shall become due and payable ~~twenty ten~~ (210) days after mailing date and shall be considered delinquent thirty-one (310) days thereafter, whether or not any dwelling, building or premises on the property is occupied or there is actual use.

- 2) Add Sec. 51-11. Billing Policy.

A) Due Date. All bills for utility services shall be due and payable on the twentieth (20<sup>th</sup>) day of each month, or the next business day thereafter.

B) Late Fee. Unless as otherwise provided by this Section, a late fee, as established in a resolution of the City Council from time to time, shall be assessed on all accounts that are not paid in full by the due date.

C) Late Fee Waiver. A late fee waiver may be requested for extraordinary circumstances and if the account does not have:

- A history of late payments (whether or not a late fee was charged),
- A current payment plan, or
- An approved late fee waiver within the previous twelve (12) month period.

A late fee waiver will not be granted for failure to receive the utility billing statement or mail.

- D) Second Notice. If payment is not received by the due date described by subsection A), on the following business day a second notice will be sent to the customer assessing a late fee and advising the customer that the account is past due and must be paid within ten (10) calendar days from the date of the second notice or utility services will be disconnected.
- E) Hearing. The notice described by subsection C) shall also advise the customer that the customer may request a hearing to protest the proposed termination of service by contacting City Hall. If a customer requests such a hearing, it shall be held by the City Administrator/Recorder at the earliest possible date and time within the ten (10) days prior to scheduled termination of service. The determination of the City Administrator/Recorder regarding the termination of service made at the hearing shall be final.
- F) Disconnection. Utility accounts which are not paid in full within the ten (10) calendar days provided in the second notice shall be disconnected for non-payment. A disconnection fee, as established by resolution of the City Council from time to time, shall be assessed upon disconnection.
- G) Lien. The City may impose a lien against a customer's property for delinquent bills for City utility service to the property. The lien shall be perfected by recording in the Real Property Records of Lincoln County, Oregon a notice of lien containing a legal description of the property and the City's utility account number for the delinquent charges. The lien may include penalties, interest, and collection costs. The lien will be inferior only to a bona fide mortgage lien that is recorded before the City's lien is recorded. The lien will be superior to all other liens, including previously recorded judgment liens and any liens recorded after the City's lien.

**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, an emergency is declared to exist and this ordinance shall be in full force and effect immediately upon its adoption by the City Council of the City of Depoe Bay and approval by the Mayor.

**Introduced and passed** the first reading in a regular meeting of the City Council of the City of Depoe Bay, Oregon, on this \_\_\_\_ day of May, 2024.

**Passed** at the second reading, placed on final passage, and adopted by the City Council of the City of Depoe Bay, Oregon, on this \_\_\_\_ day of May, 2024.

**Approved** by the Mayor of the City of Depoe Bay, Oregon, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kathy Short, Mayor

ATTEST

\_\_\_\_\_  
Kimberly Wollenburg  
City Administrator/Recorder



Email to: [billing@cityofdepobay.org](mailto:billing@cityofdepobay.org)

or mail to:

City of Depoe Bay  
PO Box 8  
Depoe Bay, OR 98057

## FEE WAIVER/ADJUSTMENT REQUEST FORM

Account No.:

Date:

Service Address:

Amount of Fee:

Date Fee Charged:

Description of  
Fee:

*Returned Item Fees are non-refundable.*

I am requesting a waiver of the fee described above for the following reason(s):

*Attach documentation if applicable*

### Eligibility for fee waivers

- Fees are not waived lightly or on a regular basis since they represent an expense to the City. All requests for fee waiver or adjustment must be accompanied by supporting documentation if applicable to demonstrate eligibility for the requested fee waiver or adjustment.
- Late Fees will not be waived for failure to receive a bill. If granted for another reason, no other requests for late fees, no matter the reason, will be granted for a full 12 months after request approval.
- Disconnection of service fees (Shut Off Fees) will not be waived unless an error was made by staff or the ratepayer can demonstrate a serious financial hardship.
- Returned item fees will not be waived unless a ratepayer can demonstrate fraudulent activity on the bank card/account used that required closure of the affected account.
- Approval of Fee waiver/adjustment requests is not guaranteed.

Signature:

☐ Owner ☐ Tenant

*Customer Signature*

Print Name:

Email:

☐ Approved ☐ Denied

\_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature

Office Use Only: