

**City of Depoe Bay**  
**City Council Regular Meeting**  
January 23, 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=dnVZa0lxbFRHWHlwMndMT3VlUjI2QT09>

Meeting ID: 385 013 1421

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*Dial (888) 204-5987, access code 9599444*

*Public comments may be made via email up to two hours before the meeting start time at  
[info@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) November 21, 2023 City Council Regular Meeting Minutes
  - 2) Accounts Payable Report
  - 3) Revenue\_Expenditure ReportAction: \_\_\_\_\_
- E. Guest Presentations
  - 1) Lincoln County Sheriff's Office Monthly Report (November - December)
  - 2) Friends of Otter Rock (<https://friendsofotterrock.org/>)
- F. Commission/Committee/Group Reports
  - Emergency Preparedness and Houseless Advisory Committees
  - 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 p.m. on the day of the meeting will be included and read into the record for comments by the Council.*
- H. Unfinished Business
  - 1) Big Tire Park Right-of-Way Vacation (Discussion)
- I. New Business
  - 1) Declaring a State of EmergencyAction: \_\_\_\_\_

2) First Reading Houseless Ordinance

Action:\_\_\_\_\_

3) Fireworks Banning Ordinance Amendment (Discussion)

4) Amendment to Construction Support Services – PND Engineering

Action:\_\_\_\_\_

5) Reduced Government Rate

Action:\_\_\_\_\_

6) Microplastics Solutions Research Project (Discussion)

J. City Staff Reports

1) Project Updates

K. Closing Public Comment

L. Council Comments

M. Adjournment

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TTY# 1-800-735-2900

"This institution is an equal opportunity provider."

**Rules of Conduct for Public Meetings**

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

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

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

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

Depoe Bay City Council Regular Meeting  
Tuesday, December 5, 2023 – 6:00 PM  
Depoe Bay City Hall

PRESENT: K. Short, J. King, R. Beasley, L. Bedingfield, F. Recht, A. Watson  
ABSENT: V. Sovern  
STAFF: Public Works Director B. Weidner; City Recorder Kimberly Wollenburg  
GUEST(S): Lincoln County Sheriff's Office Deputy Casey Elfstrom  
Lincoln County Homeless Advisory Board Strategic Plan – Morant Mcleod

- A. PLEDGE OF ALLIEGIENCE
- B. CALL MEETING TO ORDER AND ESTABLISH A QUORUM  
Mayor Short called the meeting to order and established a quorum at 6:00 PM.
- C. CHANGES AND ADDITIONS TO THE AGENDA  
None
- D. CONSENT AGENDA  
October 24, 2023 City Council Work Session Minutes  
November 7, 2023 City Council Work Session Minutes  
November 7, 2023 City Council Regular Meeting Minutes  
Accounts Payable Report

**Motion to approve the Consent Agenda made by Councilor Watson; seconded by Councilor Bedingfield**

**Vote:** Motion Passed 6/0

**Ayes:** Beasley, Bedingfield, King, Recht, Short, Watson

E. GUEST PRESENTATIONS

1) Lincoln County Sheriff's Office

Lincoln County Sheriff's Office Deputy Elfstrom Deputy Elfstrom shared that he is a training officer and his role is to be a shadow to help a new deputy get the training he needs to be certified. Councilor Beasley thanked Deputy Elfstrom for his service noting that he's heard good things from people and they appreciate him being out and about. Councilor Beasley asked if he gives out parking tickets and Deputy Elfstrom said he does every once in a while. Councilor Beasley asked if Deputy Elfstrom has given out citations for any other ordinances in the City and Deputy Elfstrom said no.

After Councilor Beasley confirmed that tickets are sent to Newport, he said there is no reason to send these tickets to Newport when the City charter allows the City to set up a municipal court. Councilor Beasley would like to see the Council direct the City Recorder to research having a court. Councilor Bedingfield said she doesn't think this is a priority given the work the

City Recorder is already doing. Mayor Short suggested during budget season and Council confirmed.

2) Lincoln County Homeless Advisory Board Strategic Plan – Morant Mcleod

Mayor Short introduced Ernest Stephens of Morant Mcleod. She asked Mr. Stephens if he could start on the recommendations and work from there. Before he got started, Mayor Short asked the County Administrator, Tim Johnson, about how setting up the advisory board would happen. Mr. Johnson said that the board is already set up and would remain in existence. He said in the context of that, there is a sustainability plan to continue to fulfil the requirement of the mission statement. Mayor Short asked about requirements to track funds coming in and leaving. Mr. Johnson confirmed that he is the person responsible for this. Brief discussion followed regarding the membership of the board and the processes in the bylaws.

Councilor King expressed her appreciation for all of the hard work everyone has done and the support provided from local government.

Discussion followed regarding a big issue of young people in Lincoln County who are couch-surfing or homeless and sleeping in forests as they need. Mr. Stephens addressed the specifics received from the Lincoln County School District about where young people are sleeping.

Mr. Johnson shared that Lincoln County is continually identified as a low-income county, and we are losing residents. He said that the strategic plan is the right pathway and framework for how success can be achieved. Mr. Johnson provided a brief background of the formation and noting that there is fund and suggests continuing to watch how things unfold and right now there is no request for funding at this time.

Mr. Johnson said that leadership needs to continue with the policy side and framework and make sure that every year when the County comes back with a report, they need to question the information and data thoroughly whether being done in a timely manner and within budget. He feels confident that the County is heading in the right direction and noted that this could not have been achieved without the unified efforts of the various cities and groups in Lincoln County.

Councilor Beasley said he believes there is a common issue within the government of mistaking goals with accomplishments. He says what he sees are goals but not recommendations or suggestions on where things (particularly housing) are going to come from. Mr. Johnson reminded the Council that he gave out a handout where he shared the housing projects coming up or underway and that there are over 200 housing units under construction, recently completely, or planned.

F. COMMISSION / COMMITTEE / GROUP REPORTS

Emergency Preparedness – Councilor King shared that the next meeting of the Committee is on December 11. The Committee will continue to work on goals and set deadlines for the goals.

Harbor Commission – Tadd Mick, Commissioner, said the Commission addressed how to handle government agencies and provided a recommendation to provide a discount of 50%, with the exception of Coast Guard and not charging them. He said the security cameras are starting to be installed and noted that the boat launch restrooms have been vandalized with doors being broken down, and he suggested getting additional security there.

Parks Commission – Robert Vincent, Chair of the Commission, provided a statement regarding the work the Commission is doing to expand the Parks Commission. Councilor Recht said she'll be interested in seeing the proposal and asked if he had a conflict of interest since he was on the Chamber of Commerce. Mr. Vincent said he is not on the Chamber board.

Houseless Committee – Mayor Short noted that the City had a Town Hall and attended by three people but there was good discussion with those who attended.

Planning Commission – Ruth Moreland, draft language on redoing the lighting ordinance and noted that the City Council approved going from 7 to 5 members with a quorum of 3 which is who they have now. She also noted alternates were approved.

Salmon Enhancement Commission – Beanie Robison waiting for resolution for access and shared that the salmon eggs will be here later this month.

G. PUBLIC COMMENT

Eric Sherman, Depoe Bay, noted he sits on the Planning Commission and noted that later on in the agenda there is Thank you to both of them for their years of support and service.

H. UNFINISHED BUSINESS:

- 1) Second Reading – Amend Ordinance 333-22 Emergency Preparedness Committee – Ordinance 344-23

**Motion for a second reading by title only of Ordinance 344-23 made by Councilor Bedingfield; seconded by Councilor King.**

Councilor Beasley said he's made a real effort to determine what the Committee has been doing and the direction it's going and finds nothing that would support having two meetings a month and use more resources. He suggests the Council have a work session with the Committee to find real progress with this Committee. Mayor Short said she thinks that will be a first work session for January 24.

**Vote:** Motion Passed 5/1

**Ayes:** Bedingfield, King, Recht, Short, Watson

**Nays:** Beasley

**Motion to adopt Ordinance No. 344-23 made by Councilor Bedingfield;  
seconded by Councilor Watson.**

**Vote:** Motion Passed 5/1

**Ayes:** Bedingfield, King, Recht, Short, Watson

**Nays:** Beasley

2) Moorage Fees – Other Government Agencies

City Recorder Wollenburg briefly noted the Harbor Commission's recommendation regarding this issue. Mayor Short asked if this would be immediate and City Recorder Wollenburg said it would as ODF&W hasn't paid theirs yet.

Councilor Beasley said he would do anything to agree with Mr. Mick and asked if he was aware that a lot of the vessels here are research vessels noting that whale watching can be considered research and wouldn't support providing a discount for that. He said he's in favor of the Coast Guard but not in favor of reducing ODF&W. He's against any giveaways right now.

**Motion to approve the recommendation from the Harbor Commission with a  
revision to remove research vessels made by Councilor Bedingfield;  
seconded by Councilor Watson**

Councilor Watson asked if whale watching companies who are also research vessels and if this includes them. Discussion followed. Mr. Mick said that wasn't the intention. Motion modified to not include research vessels, only government agencies.

**Vote:** Motion Passed 6/0

**Ayes:** Beasley, Bedingfield, King, Recht, Short, Watson

I. NEW BUSINESS

1) Application for Planning Commission Alternate Position – Greg Steinke

**Motion to appoint Greg Steinke as an alternate to the Planning Commission  
made by King; seconded by Watson.**

**Vote:** Motion Passed 6/0

**Ayes:** Beasley, Bedingfield, King, Recht, Short, Watson

2) Application for Planning Commission Alternate Position – Judy Faucett

**Motion to appoint Judy Faucett as an alternate to the Planning Commission  
made by Beasley; seconded by King.**

**Vote:** Motion Passed 6/0

**Ayes:** Beasley, Bedingfield, King, Recht, Short, Watson

3) Professional Services Agreement – Samaritan Occupational Medicine

City Recorder Wollenburg shared that the crew who work specifically in the wastewater treatment plant need particular vaccinations due to their work environment and the agreement with Samaritan is so that the Public Works Director can send crew for their vaccinations without going through a lot of paperwork.

**Motion to accept the Professional Services Agreement and authorize the mayor to sign made by Beasley; seconded by King.**

**Vote:** Motion Passed 6/0

**Ayes:** Beasley, Bedingfield, King, Recht, Short, Watson

4) Reservoir Access Issues

Christian Zupancic, Seaside, Oregon, the attorney for the homeowner, CA White regarding the property under discussion. Mr. Zupancic shared that there is a proposal on the table, and he provided an image of the subject property with the access issues between the water treatment plant and the reservoir. He said that they got a broker's opinion that the property is worth \$106,000 but Mr. White is willing to sell it to the City for \$18,000 along with some utilities and a memorial plaque.

City Recorder Wollenburg clarified that the utilities that were already approved were to Stanley Street, not up or on Stanley Street. Mr. White said that was the case. She further clarified that the City had already had plans since 2009 to put in a new hydrant and a line to Stanley as part of the Collins Street improvements project.

Councilor Recht said there was mention of a lot line adjustment and asked who would pay for that adjustment. Mr. White said that there would be future meetings to work out that detail. She said that normally the property line would go to the center of the creek rather than the left side of the creek. If that was true, she would like to see it go to the middle of the creek. Mr. Zupancic said he and the City's attorney would need to research and find out where to set that line.

Councilor Beasley asked who owned the property to the south and Mr. White said someone from Seattle. Councilor Beasley asked if that is buildable, and Public Works Director Weidner said that area is quite steep but there is access to water and sewer if they do build.

Councilor Bedingfield asked about building permits being waived. City Recorder Wollenburg clarified that was the original proposal which was amended by the one they provided before the meeting.

Councilor Watson said she thinks this is a great idea and supports moving forward with the purchase. Will be tabled for now and revisit the discussion in January with a staff report/recommendation.

5) Five Year Strategic Plan – Resolution 552-23

**Motion to approve Resolution 552-23 supporting the countywide 5-year homeless strategic plan made by Councilor Beasley; seconded by Councilor Watson**

**Vote:** Motion Passed 6/0

**Ayes:** Beasley, Bedingfield, King, Recht, Short, Watson

6) Scenic Land Property Purchase

City Recorder Wollenburg shared she received information from the grant administrator's after they did an analysis of our grant application and provided some things they wanted us to do to make the application more competitive. Other than minor issues, the big one is that we would need to have our Yellow Book appraisals redone since there is problems, as noted by the appraiser who did the review so to them, the appraisals don't match.

Councilor Beasley said that if Mr. Langston really wants to sell his property, we don't need more appraisals, no more middleman. All he has to do is meet the City in the middle and believes we should put no more effort into this effort since the City has a tsunami of issues facing the City right now. Councilor Recht said she thinks that within about a week we'll know whether there is any hope in working with Mr. Langston and that he promised to get back to her. She said he was apparently unaware that the City's offer said purchase within 30 days and not having to wait for the grant. Mayor Short said that it was in the offer letter. Councilor Recht said that there no reason to delay, and we would know within a week and that it is premature to rescind the grant application. She said there's an ego thing going on with the appraisers and they should work this out and get on the same page without incurring more cost. She's suggesting to put the decision off until our next meeting and that within a week or so, we should know one way or the way.

City Recorder Wollenburg said that she spoke to one of the appraisers and he said will not change his recommendations as he is confident in his recommendations. She said that with the holidays coming up, she will need to get a RFP out for another set of appraisers.

Mayor Short said she absolutely does not support another appraiser and that the City has done its due diligence and we have fiduciary responsibility to our citizens to do the right thing. Discussion followed regarding his letter of intent versus being a willing seller.

Councilor Recht said that people aren't understanding that the landowner wants one, that if we don't get an appraisal to Yellow Book standards, then we



won't get the grant. Discussion followed regarding the possibility of it coming in later lower and City options ever that.

Councilor Watson asked if there has been any other communication with Mr. Langston. City Recorder Wollenburg said no, other than when Councilor Recht spoke to him and the email where he noted he would not accept \$735,000.

Councilor Beasley asked how much in appraisals have been spent. City Recorder Wollenburg shared just a little over \$20,000. Councilor King said it seemed like he is dragging his feet and hasn't been willing to talk to us. That is a red flag for her.

Councilor Recht said he did say he's willing to talk to us and would get back to her in a few days.

Councilor King asked if the Council waits 2-3 more days is worth it. Mayor Short said she doesn't believe so. Councilor Beasley said we should just declare ourselves out of the competition.

After discussion, the Council agreed to wait until this coming Friday (December 8), and if we don't hear from him on Friday, then the Council agreed to pull the offer and withdraw the grant application. The Council concurred not to say anything to the grant administrators until we know for sure what the seller is going to do.

J. CITY STAFF REPORTS

Councilor Bedingfield asked how the City sewer system is doing with all of the recent rain. Public Works Director Weidner shared that we are at capacity and that they had to bypass due to one time when there was really heavy rain. Said they hadn't had to do this since 2012. She also asked about the Eastridge project from the AKS engineer report and clarified location and details from Public Works Director Weidner.

City Recorder Wollenburg updated the Council regarding the small claims action noting that it was served this past Saturday and the defendant has 14 days to respond.

Councilor Recht if Spectrum is the one who is supposed to repair the sidewalks, and it was confirmed that they are.

K. CLOSING PUBLIC COMMENTS

Tadd Mick, Depoe Bay, asked about the status of the Harbor Docks 2-4 project and the recent bid protest. City Recorder Wollenburg explained that the hearing was cancelled and the City did get another attorney to handle this and the rebid, which was agreed upon by the complainant.

L. COUNCIL COMMENTS

Recht – Thank you all and have a good holiday.

Bedingfield – Shared that she really enjoyed working with the Council.

Short – Thank you to the Council for all the great work that's been done and she's looking forward to having another emergency preparedness session in the Community Hall. She then shared other highlights of the year.

Beasley – Thank you.

King – Councilor King said she appreciated the past year working with the Council.

Watson – None.

M. ADJOURNMENT. Meeting adjourned by Mayor Short at 8:18 PM.

Submitted by:

Reviewed by:

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Kimberly Wollenburg, City Recorder

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Kathy Short, Mayor

	12/31/2023	Budgeted	% Chg'd
<b>General Fund</b>			
<b>Revenue/Requirements</b>	<b>Cash On Hand</b>	<b>\$ 1,601,000.00</b>	% spent / rcv'd of budget
Interest Income	\$ -	\$ -	
Business License	\$ 15,178.95	\$ 30,000.00	
Franchise Fees	\$ 77,110.16	\$ 188,600.00	
Liquor Tax	\$ 13,883.98	\$ 26,500.00	
Cigarette Tax	\$ 552.09	\$ 1,100.00	
State Revenue Shared	\$ 13,437.47	\$ 28,000.00	
Permit Fees	\$ 3,740.43	\$ 15,000.00	
Marijuana Tax	\$ -	\$ 43,000.00	
Miscellaneous	\$ 3,141.52	\$ 500.00	
Grant Revenue	\$ -	\$ 2,500.00	
Transfer In	\$ -	\$ 1,347,459.00	
<b>Total Revenue/Requirements</b>	<b>\$ 127,044.60</b>	<b>\$ 1,682,659.00</b>	<b>8%</b>
<b>Expenditures</b>			
Expenditures	\$ 758,998.10	\$ 2,385,259.00	
Transfer Out	\$ -	\$ 200,000.00	
Capital Outlay	\$ 30,894.67	\$ 76,000.00	
<b>Total Expenditures</b>	<b>\$ 789,892.77</b>	<b>\$ 2,661,259.00</b>	<b>30%</b>
<b>Street Tax Fund</b>			
<b>Revenue/Requirements</b>			
State Hwy Tax Apportionment	\$ 55,629.77	\$ 98,000.00	
Transportation SDC	\$ 30,766.00	\$ 70,000.00	
Storm Drain SDC	\$ 29,412.60	\$ 30,000.00	
Grant Revenue	\$ -	\$ 100,000.00	
Miscellaneous	\$ 38.50	\$ 150.00	
Transfer In	\$ -	\$ 300,000.00	
<b>Total Revenue/Requirements</b>	<b>\$ 115,846.87</b>	<b>\$ 598,150.00</b>	<b>19%</b>
<b>Expenditures</b>			
Expenditures	\$ 41,326.19	\$ 113,256.00	
Transfers Out	\$ -	\$ 123,076.00	
Capital Outlay	\$ 67,421.54	\$ 704,000.00	
<b>Total Expenditures</b>	<b>\$ 108,747.73</b>	<b>\$ 940,332.00</b>	<b>12%</b>
<b>Transient Room Tax Fund</b>			
<b>Revenue/Requirements</b>			
Room Tax	\$ 968,280.39	\$ 2,000,000.00	
Transfer In	\$ -		
<b>Total Revenue/Requirements</b>	<b>\$ 968,280.39</b>	<b>\$ 2,000,000.00</b>	<b>48%</b>
<b>Expenditures</b>			
Expenditures	\$ 187,915.00	\$ 27,800.00	
Transfer Out	\$ -	\$ 1,160,000.00	
Capital Outlay	\$ -	\$ 500,000.00	
<b>Total Expenditures</b>	<b>\$ 187,915.00</b>	<b>\$ 1,687,800.00</b>	<b>11%</b>

**Parks & Building Fund****Revenue/Requirements**

Systems Development Charges	\$	12,682.95	\$	2,500.00
Rental Fee Income	\$	5,283.45	\$	5,000.00
Memorial Plaque Sales	\$	4,022.70	\$	8,000.00
Donations/Gifts	\$	-	\$	100.00
Transfer In	\$	-	\$	500,000.00

<b>Total Revenue/Requirements</b>	<b>\$</b>	<b>21,989.10</b>	<b>\$</b>	<b>515,600.00</b>	<b>4%</b>
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**Expenditures**

Expenditures	\$	31,594.09	\$	88,244.00
Capital Outlay	\$	35,879.28	\$	373,200.00

<b>Total Expenditures</b>	<b>\$</b>	<b>67,473.37</b>	<b>\$</b>	<b>461,444.00</b>	<b>15%</b>
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**Salmon Enhancement Fund****Revenue/Requirements**

Special Items Sales Income	\$	1,710.00	\$	100.00
Transfer In	\$	-	\$	-

<b>Total Revenue/Requirements</b>	<b>\$</b>	<b>1,710.00</b>	<b>\$</b>	<b>100.00</b>	<b>1710%</b>
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**Expenditures**

Expenditures	\$	1,841.75	\$	2,600.00
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<b>Total Expenditures</b>	<b>\$</b>	<b>1,841.75</b>	<b>\$</b>	<b>2,600.00</b>	<b>71%</b>
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**Agate Beach Closure Fund****Revenue/Requirements**

North Lincoln Sanitary Service	\$	1,162.42	\$	1,600.00
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<b>Total Revenue/Requirements</b>	<b>\$</b>	<b>1,162.42</b>	<b>\$</b>	<b>1,600.00</b>	<b>73%</b>
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**Expenditures**

Expenditures	\$	1,980.39	\$	6,000.00
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<b>Total Expenditures</b>	<b>\$</b>	<b>1,980.39</b>	<b>\$</b>	<b>6,000.00</b>	<b>33%</b>
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**Water Fund****Revenue/Requirements**

Water User Fees	\$	428,957.79	\$	900,000.00
System Development Charges	\$	46,800.00	\$	35,000.00
Inspection/Connection Fees	\$	14,664.00	\$	8,000.00
Miscellaneous	\$	2,782.25	\$	3,500.00
Credit Memo	\$	(558.50)	\$	-
Due (To)/From Other Funds	\$	3,023.60	\$	10,000.00
Interest	\$	1.15	\$	100.00
Property Taxes Current Year	\$	229.71	\$	1,000.00
Property Taxes Prior Year	\$	673.90	\$	5,000.00

<b>Total Revenue/Requirements</b>	<b>\$</b>	<b>496,573.90</b>	<b>\$</b>	<b>962,600.00</b>	<b>52%</b>
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**Expenditures**

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**Expenditures**

Expenditures	\$	55,965.04	\$	238,700.00
Transfers Out	\$	-	\$	380,310.00
Capital Outlay	\$	96,004.16	\$	727,200.00

<b>Total Expenditures</b>	<b>\$</b>	<b>151,969.20</b>	<b>\$</b>	<b>1,506,210.00</b>	<b>10%</b>
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**Miroco Water Reserve Fund****Revenue/Requirements**

<b>Total Revenue/Requirements</b>	\$	-	\$	-
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**Expenditures**

<b>Total Expenditures</b>	\$	-	\$	-
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**Wastewater Fund****Revenue/Requirements**

Gleneden Beach Sanitary District	\$	102,000.00	\$	350,000.00
Sewer Utility Income	\$	401,889.19	\$	650,000.00
SDC System Development	\$	60,802.00	\$	40,000.00
Connection/Inspection Fees	\$	2,949.00	\$	2,500.00
Credit Memo	\$	(682.90)		
Gleneden Sanitary District	\$	239,916.36	\$	136,822.00
Property Taxes - Current	\$	136.07	\$	55,788.00
Property Taxes - Prior	\$	393.78	\$	4,150.00
Nonresident Taxes	\$	65.08	\$	1,013.00

<b>Total Revenue/Requirements</b>	\$	<b>807,468.58</b>	\$	<b>1,240,273.00</b>	65%
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**Expenditures**

Bond Principal	\$	-	\$	225,000.00
Bond Interest	\$	-	\$	10,900.00

<b>Total Expenditures</b>	\$	-	\$	<b>235,900.00</b>
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**Expenditures**

Expenditures	\$	123,062.57	\$	472,250.00
Transfers Out	\$	-	\$	349,868.00
Capital Outlay	\$	83,989.13	\$	720,500.00

<b>Total Expenditures</b>	\$	<b>207,051.70</b>	\$	<b>1,778,518.00</b>	12%
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**Harbor Fund****Revenue/Requirements**

Reserved Moorage	\$	111,229.66	\$	70,000.00
Transient Moorage	\$	11,075.00	\$	10,000.00
Electricity Surcharge	\$	1,652.40	\$	8,000.00
Lease Income	\$	13,336.45	\$	27,000.00
Boat Launch Fees	\$	14,044.10	\$	15,000.00
Fuel Sales	\$	191,168.13	\$	300,000.00
Miscellaneous	\$	675.01	\$	1,500.00
Grant Revenue	\$	-	\$	1,606,089.00
Transfer In	\$	-	\$	1,510,000.00

<b>Total Revenue/Requirements</b>	\$	<b>343,180.75</b>	\$	<b>3,547,589.00</b>	10%
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**Expenditures**

Expenditures	\$	263,675.99	\$	655,275.00
Transfers Out	\$	-	\$	244,186.00
Capital Outlay	\$	28,751.78	\$	4,329,500.00

<b>Total Expenditures</b>	\$	<b>292,427.77</b>	\$	<b>5,228,961.00</b>	6%
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<b>EXPENSES VS BUDGETED 23/24</b>	\$	<b>1,602,247.98</b>	\$	<b>12,494,606.00</b>	13%
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# Revenue

Starting Account Number: 010-400 INTEREST REVENUE  
Ending Account Number: 070-462 Transfer in from General Fund  
Period: 2023-2024 - December

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
<b>General Fund</b>						
010-400	INTEREST REVENUE	\$0.00	\$0.00	\$0.00		\$0.00
010-401	BUSINESS LICENSE REVENUE	\$12,344.20	\$15,178.95	\$30,000.00	50.60%	\$14,821.05
010-402	FRANCHISE FEES	\$9,546.54	\$77,110.16	\$188,600.00	40.89%	\$111,489.84
010-403	LIQUOR TAX REVENUE	\$2,370.41	\$13,883.98	\$26,500.00	52.39%	\$12,616.02
010-404	CIGARETTE TAX REVENUE	\$77.26	\$522.09	\$1,100.00	47.46%	\$577.91
010-405	STATE SHARED REVENUE	\$0.00	\$13,437.47	\$28,000.00	47.99%	\$14,562.53
010-406	LAND USE/PERMIT FEES	\$562.00	\$3,740.43	\$15,000.00	24.94%	\$11,259.57
010-407	OLCC MARIJUANA TAX REVENUE	\$0.00	\$0.00	\$43,000.00	0.00%	\$43,000.00
010-412	TRANSFERS FROM STREET, UR, & ENTERPRISE FUNDS	\$0.00	\$0.00	\$1,347,459.00	0.00%	\$1,347,459.00
010-480	GRANT REVENUE	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
010-490	MISCELLANEOUS REVENUE	\$0.00	\$3,141.52	\$500.00	628.30%	(\$2,641.52)
<b>Total General Fund</b>		<b>\$24,900.41</b>	<b>\$127,014.60</b>	<b>\$1,682,659.00</b>	<b>7.55%</b>	<b>\$1,555,644.40</b>
<b>Transient Room Tax Fund</b>						
012-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
012-428	TRANSIENT ROOM TAX	\$0.00	\$968,280.39	\$2,000,000.00	48.41%	\$1,031,719.61
<b>Total Transient Room Tax Fund</b>		<b>\$0.00</b>	<b>\$968,280.39</b>	<b>\$2,000,000.00</b>	<b>48.41%</b>	<b>\$1,031,719.61</b>
<b>Agate Beach Closure Fund</b>						
013-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
013-413	NORTH LINCOLN SANITARY SERVICE	\$113.84	\$1,162.42	\$1,600.00	72.65%	\$437.58
<b>Total Agate Beach Closure Fund</b>		<b>\$113.84</b>	<b>\$1,162.42</b>	<b>\$1,600.00</b>	<b>72.65%</b>	<b>\$437.58</b>
<b>Street Fund</b>						
020-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
020-408	TRANSFERS FROM GEN & TRT FUNDS & UR	\$0.00	\$0.00	\$300,000.00	0.00%	\$300,000.00
020-409	From Transit Room Tax	\$0.00	\$0.00	\$0.00		\$0.00
020-410	Transfer from General Fund	\$0.00	\$0.00	\$0.00		\$0.00
020-420	STATE HWY TAX APPORTIONMENT	\$9,889.42	\$55,629.77	\$98,000.00	56.77%	\$42,370.23
020-422	STREET SDC REVENUE	\$0.00	\$30,766.00	\$70,000.00	43.95%	\$39,234.00
020-423	STORM SDC REVENUE	\$0.00	\$29,412.60	\$30,000.00	98.04%	\$587.40
020-480	GRANT REVENUE	\$0.00	\$0.00	\$100,000.00	0.00%	\$100,000.00
020-490	MISCELLANEOUS REVENUE	\$0.00	\$38.50	\$150.00	25.67%	\$111.50
<b>Total Street Fund</b>		<b>\$9,889.42</b>	<b>\$115,846.87</b>	<b>\$598,150.00</b>	<b>19.37%</b>	<b>\$482,303.13</b>
<b>Harbor Fund</b>						

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
030-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
030-408	TRANSFER FROM URBAN RENEWAL	\$0.00	\$0.00	\$1,200,000.00	0.00%	\$1,200,000.00
030-410	TRANSFER FROM TRANSIENT ROOM TAX	\$0.00	\$0.00	\$310,000.00	0.00%	\$310,000.00
030-431	MOORAGE INCOME - RESERVED	\$0.00	\$111,229.66	\$70,000.00	158.90%	(\$41,229.66)
030-432	MOORAGE INCOME - TRANSIENT	\$1,584.00	\$11,075.00	\$10,000.00	110.75%	(\$1,075.00)
030-433	ELECTRICITY SURCHARGE	\$0.00	\$1,652.40	\$8,000.00	20.66%	\$6,347.60
030-434	DOCK LEASE REVENUE	\$0.00	\$13,336.45	\$27,000.00	49.39%	\$13,663.55
030-435	BOAT LAUNCH FEES	\$490.00	\$14,044.00	\$15,000.00	93.63%	\$956.00
030-436	FUEL SALE INCOME	\$2,444.53	\$191,168.13	\$300,000.00	63.72%	\$108,831.87
030-480	GRANT REVENUE	\$0.00	\$0.00	\$1,606,089.00	0.00%	\$1,606,089.00
030-486	Oregon SMB Facility Grant	\$0.00	\$0.00	\$0.00		\$0.00
030-490	MISCELLANEOUS REVENUE	\$24.50	\$675.01	\$1,500.00	45.00%	\$824.99
<b>Total Harbor Fund</b>		<b>\$4,543.03</b>	<b>\$343,180.65</b>	<b>\$3,547,589.00</b>	<b>9.67%</b>	<b>\$3,204,408.35</b>
<b>Capital Projects Fund</b>						
035-400	CSLFR Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
035-410	ARPA Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
035-480	CSLFR Grant	\$0.00	\$0.00	\$0.00		\$0.00
035-490	ARPA Grant	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Capital Projects Fund</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Sewer Fund</b>						
040-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
040-430	Transfer from Harbor Fund (User Fee)	\$0.00	\$0.00	\$0.00		\$0.00
040-440	GLENEDEN DEBT SERVICE	\$0.00	\$239,916.36	\$136,822.00	175.35%	(\$103,094.36)
040-441	CREDIT MEMO (SEWER)	\$0.00	(\$682.90)	\$0.00		\$682.90
040-445	GLENEDEN BEACH CONTRACT REVENUE	\$17,000.00	\$102,000.00	\$350,000.00	29.14%	\$248,000.00
040-450	SEWER USER FEES	\$10,802.02	\$401,889.19	\$650,000.00	61.83%	\$248,110.81
040-453	SEWER SDC FEES	\$0.00	\$60,802.00	\$40,000.00	152.01%	(\$20,802.00)
040-455	INSTALLATION / CONNECTION FEES	\$0.00	\$2,949.00	\$2,500.00	117.96%	(\$449.00)
040-490	MISCELLANEOUS REVENUE	\$0.00	\$0.00	\$500.00	0.00%	\$500.00
040-491	CURRENT PROPERTY TAXES	\$0.00	\$0.00	\$55,788.00	0.00%	\$55,788.00
040-492	PREVIOUSLY LEVIED TAXES TO BE RECEIVED	\$0.00	\$0.00	\$4,150.00	0.00%	\$4,150.00
040-493	NONRESIDENT TAXES	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
<b>Total Sewer Fund</b>		<b>\$27,802.02</b>	<b>\$806,873.65</b>	<b>\$1,240,760.00</b>	<b>65.03%</b>	<b>\$433,886.35</b>
<b>Sewer Bond Fund</b>						
049-199	Due (To)/From Other Funds	\$0.00	\$0.00	\$0.00		\$0.00
049-400	Interest Income	\$0.00	\$0.68	\$78.00	0.87%	\$77.32
049-439	Transfer from Sewer (former Reserve-SDC)	\$0.00	\$0.00	\$0.00		\$0.00
049-440	Gleneden Sanitary District Share	\$0.00	\$0.00	\$136,822.00	0.00%	\$136,822.00
049-491	Property Taxes - Current	\$0.00	\$136.07	\$55,788.00	0.24%	\$55,651.93
049-492	Property Taxes - Prior Year	\$0.00	\$393.78	\$4,150.00	9.49%	\$3,756.22
049-493	Nonresident Taxes	\$0.00	\$65.08	\$1,013.00	6.42%	\$947.92

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
<b>Total Sewer Bond Fund</b>		<b>\$0.00</b>	<b>\$595.61</b>	<b>\$197,851.00</b>	<b>0.30%</b>	<b>\$197,255.39</b>
<b>Water Fund</b>						
050-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
050-430	TRANSFERRED FROM OTHER FUNDS	\$0.00	\$0.00	\$0.00		\$0.00
050-450	WATER USER FEES	\$11,052.15	\$428,957.79	\$900,000.00	47.66%	\$471,042.21
050-451	CREDIT MEMO (WATER)	\$0.00	(\$558.50)	\$0.00		\$558.50
050-453	WATER SDC REVENUE	\$0.00	\$46,800.00	\$35,000.00	133.71%	(\$11,800.00)
050-454	Transfer from Miroco Reserve	\$0.00	\$0.00	\$0.00		\$0.00
050-455	INSPECTION & CONNECTION FEES	\$0.00	\$14,664.00	\$8,000.00	183.30%	(\$6,664.00)
050-458	Transfer from Urban Renewal	\$0.00	\$0.00	\$0.00		\$0.00
050-480	GRANT REVENUE	\$0.00	\$0.00	\$166,382.00	0.00%	\$166,382.00
050-490	MISCELLANEOUS REVENUE	\$588.50	\$2,782.25	\$3,500.00	79.49%	\$717.75
050-499	Uncategorized	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Water Fund</b>		<b>\$11,640.65</b>	<b>\$492,645.54</b>	<b>\$1,112,882.00</b>	<b>44.27%</b>	<b>\$620,236.46</b>
<b>Miroco Reserve Fund</b>						
054-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
054-450	Transfer from Water Fund	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Miroco Reserve Fund</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Water Bond Fund</b>						
059-199	Due (To)/From Other Funds	\$0.00	\$3,023.60	\$0.00		(\$3,023.60)
059-400	Interest Income	\$0.00	\$1.15	\$0.00		(\$1.15)
059-451	Transfer from Water / Miroco Bond Share	\$0.00	\$0.00	\$0.00		\$0.00
059-452	Transfer from Water (former Reserve SDC)	\$0.00	\$0.00	\$0.00		\$0.00
059-491	Property Taxes Current Year	\$0.00	\$229.71	\$0.00		(\$229.71)
059-492	Property Taxes Prior Year	\$0.00	\$673.90	\$0.00		(\$673.90)
<b>Total Water Bond Fund</b>		<b>\$0.00</b>	<b>\$3,928.36</b>	<b>\$0.00</b>		<b>(\$3,928.36)</b>
<b>Parks &amp; Buildings Fund</b>						
060-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00
060-408	TRANSFER FM GENERAL & TRT FUNDS & UR	\$0.00	\$0.00	\$500,000.00	0.00%	\$500,000.00
060-409	Transfer from Transit Room Tax	\$0.00	\$0.00	\$0.00		\$0.00
060-410	Transfer from General Fund	\$0.00	\$0.00	\$15,500.00	0.00%	\$15,500.00
060-453	PARKS SDC FEES	\$0.00	\$12,682.95	\$2,500.00	507.32%	(\$10,182.95)
060-460	COMM HALL/PARK USER FEES	\$201.25	\$5,283.45	\$5,000.00	105.67%	(\$283.45)
060-461	MEMORIAL PLAQUE SALES	\$0.00	\$4,022.70	\$8,000.00	50.28%	\$3,977.30
060-462	DONATIONS & GIFTS	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
060-480	Grant Revenue	\$0.00	\$0.00	\$0.00		\$0.00
060-490	Miscellaneous Income	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Parks &amp; Buildings Fund</b>		<b>\$201.25</b>	<b>\$21,989.10</b>	<b>\$531,100.00</b>	<b>4.14%</b>	<b>\$509,110.90</b>
<b>Salmon Enhancement Fund</b>						
070-395	TRANSFER FROM GENERAL FUND	\$0.00	\$0.00	\$0.00		\$0.00
070-400	Interest Income	\$0.00	\$0.00	\$0.00		\$0.00



Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
070-428	DONATIONS & CONTRIBUTIONS	\$0.00	\$1,710.00	\$100.00	1,710.00%	(\$1,610.00)
070-462	Transfer in from General Fund	\$0.00	\$0.00	\$0.00		\$0.00
Total Salmon Enhancement Fund		\$0.00	\$1,710.00	\$100.00	1,710.00%	(\$1,610.00)
Grand Totals		\$79,090.62	\$2,883,227.19	\$10,912,691.00	26.42%	\$8,029,463.81

## Totals By Fund

Fund Number	Title	Period	Fiscal	Budget	% of Total	Balance
010-000	General Fund	\$24,900.41	\$127,014.60	\$1,682,659.00	7.55%	\$1,555,644.40
012-000	Transient Room Tax Fund	\$0.00	\$968,280.39	\$2,000,000.00	48.41%	\$1,031,719.61
013-000	Agate Beach Closure Fund	\$113.84	\$1,162.42	\$1,600.00	72.65%	\$437.58
020-000	Street Fund	\$9,889.42	\$115,846.87	\$598,150.00	19.37%	\$482,303.13
030-000	Harbor Fund	\$4,543.03	\$343,180.65	\$3,547,589.00	9.67%	\$3,204,408.35
035-000	Capital Projects Fund	\$0.00	\$0.00	\$0.00		\$0.00
040-000	Sewer Fund	\$27,802.02	\$806,873.65	\$1,240,760.00	65.03%	\$433,886.35
049-000	Sewer Bond Fund	\$0.00	\$595.61	\$197,851.00	0.30%	\$197,255.39
050-000	Water Fund	\$11,640.65	\$492,645.54	\$1,112,882.00	44.27%	\$620,236.46
054-000	Miroco Reserve Fund	\$0.00	\$0.00	\$0.00		\$0.00
059-000	Water Bond Fund	\$0.00	\$3,928.36	\$0.00		(\$3,928.36)
060-000	Parks & Buildings Fund	\$201.25	\$21,989.10	\$531,100.00	4.14%	\$509,110.90
070-000	Salmon Enhancement Fund	\$0.00	\$1,710.00	\$100.00	1,710.00%	(\$1,610.00)
<b>Grand Totals</b>		<b>\$79,090.62</b>	<b>\$2,883,227.19</b>	<b>\$10,912,691.00</b>	<b>26.42%</b>	<b>\$8,029,463.81</b>



# Expenditure

Starting Account Number: 010-485 LIQUOR LICENSE REVENUE  
Ending Account Number: 070-635 MISCELLANEOUS  
Period: 2023-2024 - December

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
<b>General Fund</b>						
010-485	LIQUOR LICENSE REVENUE	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
010-495	SAFETY INCENTIVE PROGRAM REIMB	\$0.00	\$0.00	\$2,300.00	0.00%	\$2,300.00
010-496	NEAR SHORE ACTION TEAM	\$0.00	\$0.00	\$1,300.00	0.00%	\$1,300.00
010-500	PUBLIC WORKS DIRECTOR	\$8,592.05	\$45,811.20	\$101,384.00	45.19%	\$55,572.80
010-501	PUBLIC WORKS SUPERVISOR	\$5,765.46	\$29,160.25	\$69,170.00	42.16%	\$40,009.75
010-502	CITY RECORDER	\$8,355.19	\$40,078.16	\$87,423.00	45.84%	\$47,344.84
010-503	ACCOUNTING SPECIALIST	\$7,441.78	\$25,900.34	\$54,009.00	47.96%	\$28,108.66
010-504	UTILITY BILLING/OFFICE ASSISTANT	\$1,625.61	\$1,725.61	\$43,166.00	4.00%	\$41,440.39
010-505	DEPUTY CITY RECORDER	\$7,082.40	\$30,175.20	\$65,465.00	46.09%	\$35,289.80
010-506	HARBORMASTER	\$5,229.00	\$26,095.59	\$59,896.00	43.57%	\$33,800.41
010-507	WWTP LEAD	\$5,238.31	\$26,904.27	\$62,190.00	43.26%	\$35,285.73
010-508	WWTP OPERATOR	\$4,582.39	\$23,093.13	\$54,736.00	42.19%	\$31,642.87
010-509	UTILITY WORKER 1	\$5,205.25	\$26,526.25	\$61,191.00	43.35%	\$34,664.75
010-510	UTILITY WORKER 2	\$4,557.51	\$22,605.94	\$53,372.00	42.36%	\$30,766.06
010-511	MAINT WORKER/ASST HARBORMASTER	\$4,658.48	\$23,599.31	\$55,077.00	42.85%	\$31,477.69
010-512	MAINT WORKER/PARKS	\$4,316.14	\$20,685.59	\$41,645.00	49.67%	\$20,959.41
010-513	TEMPORARY/SEASONAL	\$0.00	\$0.00	\$6,500.00	0.00%	\$6,500.00
010-514	OVERTIME	\$1,630.64	\$6,782.10	\$29,500.00	22.99%	\$22,717.90
010-520	PAYROLL TAXES	\$4,295.90	\$18,125.87	\$118,648.00	15.28%	\$100,522.13
010-522	DISABILITY INSURANCE/WORKERS COMP	\$22.32	(\$5,001.81)	\$27,022.00	-18.51%	\$32,023.81
010-524	HEALTH INSURANCE	\$0.00	\$91,992.02	\$260,000.00	35.38%	\$168,007.98
010-526	PENSION (PERS)	\$0.00	\$0.00	\$206,206.00	0.00%	\$206,206.00
010-527	SUPP MED INSURANCE/HSA	\$0.00	\$0.00	\$0.00		\$0.00
010-528	LIFE INSURANCE	\$0.00	\$73.88	\$600.00	12.31%	\$526.12
010-601	PROPERTY/CASUALTY/LOSS INSURANCE	\$0.00	\$104,351.19	\$100,500.00	103.83%	(\$3,851.19)
010-628	DUES & SUBSCRIPTIONS	\$931.64	\$6,078.16	\$6,859.00	88.62%	\$780.84
010-630	REPAIRS & MAINTENANCE	\$102.65	\$1,481.07	\$2,500.00	59.24%	\$1,018.93
010-635	MATERIALS & SUPPLIES	\$917.16	\$8,932.41	\$9,000.00	99.25%	\$67.59
010-640	POSTAGE & SHIPPING	\$24.73	\$645.24	\$4,405.00	14.65%	\$3,759.76
010-645	ADVERTISING/BIDS PUBLICATION/LEGAL NOTICES	\$300.00	\$2,907.75	\$3,900.00	74.56%	\$992.25
010-650	Office Supplies	\$0.00	\$182.93	\$0.00		(\$182.93)
010-651	UTILITIES & GARBAGE	\$929.26	\$6,001.97	\$16,675.00	35.99%	\$10,673.03
010-660	CONSULTANTS - ENGINEERING	\$3,320.94	\$14,004.18	\$125,000.00	11.20%	\$110,995.82
010-661	LEGAL SERVICES	\$6,663.31	\$25,379.69	\$55,000.00	46.14%	\$29,620.31

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
010-662	MERCHANT FEES	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00
010-663	ACCOUNTING & AUDIT	\$0.00	\$6,532.50	\$30,820.00	21.20%	\$24,287.50
010-664	CONSULTANT - PLANNING	\$4,974.91	\$30,663.36	\$214,000.00	14.33%	\$183,336.64
010-668	CONTRACTED SERVICES	\$3,802.68	\$39,965.63	\$40,910.00	97.69%	\$944.37
010-670	CONTRIBUTIONS & EVENTS	\$430.92	\$430.92	\$3,500.00	12.31%	\$3,069.08
010-675	CITY COUNCIL	\$0.00	\$7,178.07	\$7,500.00	95.71%	\$321.93
010-676	EDUCATION & TRAINING	\$0.00	\$3,288.71	\$3,500.00	93.96%	\$211.29
010-678	MEETINGS & TRAVEL	\$201.97	\$1,330.20	\$15,000.00	8.87%	\$13,669.80
010-680	LINCOLN COUNTY SHERIFF CONTRACT	\$0.00	\$1,485.00	\$190,000.00	0.78%	\$188,515.00
010-681	CELL PHONE REIMBURSEMENT	\$0.00	\$0.00	\$210.00	0.00%	\$210.00
010-682	COMMUNITY SUPPORT	\$0.00	\$27,350.00	\$30,850.00	88.65%	\$3,500.00
010-688	EMERGENCY PREPAREDNESS	\$86.90	\$1,774.14	\$40,000.00	4.44%	\$38,225.86
010-691	CITY HALL BUILDING	\$165.27	\$872.61	\$8,780.00	9.94%	\$7,907.39
010-692	OFFICE EQUIPMENT & SOFTWARE	\$1,288.00	\$2,458.27	\$2,900.00	84.77%	\$441.73
010-694	MILEAGE	\$32.75	\$94.26	\$250.00	37.70%	\$155.74
010-695	MISCELLANEOUS	\$69.22	\$717.42	\$1,000.00	71.74%	\$282.58
010-700	SPECIAL ELECTIONS	\$0.00	\$0.00	\$0.00		\$0.00
010-725	NEAR SHORE ACTION TEAM	\$0.00	\$0.00	\$1,300.00	0.00%	\$1,300.00
010-801	CAPITAL - LAND ACQUISITION	\$0.00	\$300.00	\$0.00		(\$300.00)
010-811	Capital Outlay - Software	\$0.00	\$0.00	\$0.00		\$0.00
010-814	CAPITAL - FACILITIES IMPROVEMENTS	\$0.00	\$10,564.06	\$55,000.00	19.21%	\$44,435.94
010-815	CAPITAL - EQUIPMENT	\$3,000.00	\$20,030.61	\$21,000.00	95.38%	\$969.39
010-830	Capital Outlay - Warning Siren / PA	\$0.00	\$0.00	\$0.00		\$0.00
010-910	TRANSFER TO GF PARKS FUND	\$0.00	\$0.00	\$200,000.00	0.00%	\$200,000.00
010-920	TRANSFER TO STREETS FUND	\$0.00	\$0.00	\$0.00		\$0.00
010-930	TRANSFER TO HARBOR FUND	\$0.00	\$0.00	\$0.00		\$0.00
010-960	Transfer to Salmon Enhance Fund	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total General Fund</b>		<b>\$105,840.74</b>	<b>\$779,333.25</b>	<b>\$2,661,259.00</b>	<b>29.28%</b>	<b>\$1,881,925.75</b>
<b>Transient Room Tax Fund</b>						
012-655	Lincoln County Sheriff Contract	\$0.00	\$183,415.00	\$0.00		(\$183,415.00)
012-665	MAINTENANCE	\$4,500.00	\$4,500.00	\$25,000.00	18.00%	\$20,500.00
012-670	SUPPLIES	\$0.00	\$0.00	\$2,800.00	0.00%	\$2,800.00
012-673	Tourism	\$0.00	\$0.00	\$0.00		\$0.00
012-674	City Services	\$0.00	\$0.00	\$0.00		\$0.00
012-675	Public Safety	\$0.00	\$0.00	\$0.00		\$0.00
012-680	Tsunami Sirens Maintenance	\$0.00	\$0.00	\$0.00		\$0.00
012-810	CAPTIAL - BAY STREET TO WILLIAMS SIDEWALK	\$0.00	\$0.00	\$500,000.00	0.00%	\$500,000.00
012-910	TRANSFERS TO GF, HARBOR, STREETS & PARKS FUNDS	\$0.00	\$0.00	\$1,160,000.00	0.00%	\$1,160,000.00
012-911	Transfer to Parks	\$0.00	\$0.00	\$0.00		\$0.00
012-912	Transfer to Habor	\$0.00	\$0.00	\$0.00		\$0.00
012-913	Transfer to Streets	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Transient Room Tax Fund</b>		<b>\$4,500.00</b>	<b>\$187,915.00</b>	<b>\$1,687,800.00</b>	<b>11.13%</b>	<b>\$1,499,885.00</b>

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
<b>Agate Beach Closure Fund</b>						
013-605	SOLID WASTE CONSORTIUM	\$0.00	\$1,980.39	\$6,000.00	33.01%	\$4,019.61
<b>Total Agate Beach Closure Fund</b>		<b>\$0.00</b>	<b>\$1,980.39</b>	<b>\$6,000.00</b>	<b>33.01%</b>	<b>\$4,019.61</b>
<b>Street Fund</b>						
020-500	Public Works Director	\$0.00	\$813.59	\$0.00		(\$813.59)
020-501	Field Supervisor	\$0.00	\$0.00	\$0.00		\$0.00
020-502	City Recorder	\$0.00	\$185.79	\$0.00		(\$185.79)
020-503	Accounting Clerk	\$0.00	\$382.59	\$0.00		(\$382.59)
020-504	Billing Clerk	\$0.00	\$100.00	\$0.00		(\$100.00)
020-505	City Secretary	\$0.00	\$46.37	\$0.00		(\$46.37)
020-509	Utility Worker 1	\$0.00	\$669.83	\$0.00		(\$669.83)
020-510	Utility Worker 2	\$0.00	\$567.02	\$0.00		(\$567.02)
020-511	Maintenance / Assistant Harbormaster	\$0.00	\$448.74	\$0.00		(\$448.74)
020-513	Temporary Help	\$0.00	\$0.00	\$0.00		\$0.00
020-514	Overtime	\$0.00	\$72.58	\$0.00		(\$72.58)
020-520	Payroll Taxes (FICA & SUI)	\$0.00	\$270.63	\$0.00		(\$270.63)
020-522	Workers Comp Insurance	\$0.00	\$1.10	\$0.00		(\$1.10)
020-524	Health Insurance for Employees	\$0.00	\$811.12	\$0.00		(\$811.12)
020-526	Pension (PERS)	\$0.00	\$0.00	\$0.00		\$0.00
020-601	Insurance	\$0.00	\$0.00	\$0.00		\$0.00
020-610	Electrical Expense	\$0.00	\$0.00	\$0.00		\$0.00
020-615	UTILITIES & GARBAGE	\$2,578.27	\$13,774.69	\$28,355.00	48.58%	\$14,580.31
020-620	SIGNS	\$555.56	\$2,396.94	\$4,081.00	58.73%	\$1,684.06
020-625	CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00		\$0.00
020-628	Memberships, Permits, & Fees	\$0.00	\$0.00	\$0.00		\$0.00
020-630	MAINTENANCE & REPAIRS	\$0.00	\$5,779.51	\$5,240.00	110.30%	(\$539.51)
020-635	MATERIALS & SUPPLIES	\$1,406.25	\$6,104.48	\$3,000.00	203.48%	(\$3,104.48)
020-638	VEHICLE MAINTENANCE & SUPPLIES	\$138.43	\$1,562.34	\$2,200.00	71.02%	\$637.66
020-640	EQUIP MAINTENANCE & SUPPLIES	\$787.53	\$937.53	\$3,000.00	31.25%	\$2,062.47
020-645	TREE MAINTENANCE	\$0.00	\$1,000.00	\$15,000.00	6.67%	\$14,000.00
020-650	Office Supplies	\$0.00	\$0.00	\$0.00		\$0.00
020-651	Telephone & Communication	\$0.00	\$0.00	\$0.00		\$0.00
020-660	CONSULTING - ENGINEERING	\$2,401.25	\$3,470.00	\$50,000.00	6.94%	\$46,530.00
020-662	Bank/Credit Card Fees	\$0.00	\$0.00	\$0.00		\$0.00
020-664	Footpaths & Bikeways	\$0.00	\$0.00	\$0.00		\$0.00
020-669	Signs & Garbage Containers	\$0.00	\$0.00	\$0.00		\$0.00
020-676	EDUCATION & TRAINING	\$0.00	\$0.00	\$0.00		\$0.00
020-678	MEETINGS & TRAVEL	\$0.00	\$0.00	\$0.00		\$0.00
020-684	Chamber of Commerce	\$0.00	\$0.00	\$0.00		\$0.00
020-692	SMALL TOOLS & EQUIPMENT	\$0.00	\$163.96	\$1,380.00	11.88%	\$1,216.04
020-695	MISCELLANEOUS	\$0.00	(\$50.00)	\$1,000.00	-5.00%	\$1,050.00
020-696	Storm Drain Maintenance	\$0.00	\$0.00	\$0.00		\$0.00
020-810	Capital Outlay - Storm Drain Construction	\$0.00	\$0.00	\$0.00		\$0.00
020-813	CAPITAL - IMPROVEMENTS	\$0.00	\$48,089.52	\$685,000.00	7.02%	\$636,910.48
020-815	CAPITAL - EQUIPMENT	\$0.00	\$19,332.02	\$19,000.00	101.75%	(\$332.02)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
020-817	SYSTEMS DEV CHARGES - I	\$0.00	\$0.00	\$80,000.00	0.00%	\$80,000.00
020-818	SYSTEMS DEV CHARGES - R	\$0.00	\$0.00	\$0.00		\$0.00
020-819	SDC - STORM DRAIN CONSTRUCTION	\$0.00	\$0.00	\$0.00		\$0.00
020-820	Capital Outlay - Vehicles	\$0.00	\$0.00	\$0.00		\$0.00
020-821	Capital Outlay - SOB STIP	\$0.00	\$0.00	\$0.00		\$0.00
020-824	Capital Projects - Schoolhouse Street	\$0.00	\$0.00	\$0.00		\$0.00
020-825	Capital Outlay - Office Equipment	\$0.00	\$0.00	\$0.00		\$0.00
020-910	TRANSFER TO GENERAL FUND PERSONNEL SVCS	\$0.00	\$0.00	\$111,076.00	0.00%	\$111,076.00
020-920	TRANSFER TO GENERAL FUND MATERIALS & SVCS	\$0.00	\$0.00	\$12,000.00	0.00%	\$12,000.00
<b>Total Street Fund</b>		<b>\$7,867.29</b>	<b>\$106,930.35</b>	<b>\$1,020,332.00</b>	<b>10.48%</b>	<b>\$913,401.65</b>
<b>Harbor Fund</b>						
030-500	Public Works Director	\$0.00	\$591.70	\$0.00		(\$591.70)
030-501	City Field Supervisor	\$0.00	\$0.00	\$0.00		\$0.00
030-502	City Recorder	\$0.00	\$309.66	\$0.00		(\$309.66)
030-503	Accounting Clerk	\$0.00	\$382.59	\$0.00		(\$382.59)
030-504	Billing Clerk	\$0.00	\$299.99	\$0.00		(\$299.99)
030-505	City Secretary	\$0.00	\$672.45	\$0.00		(\$672.45)
030-509	Utility Worker 1	\$0.00	\$44.66	\$0.00		(\$44.66)
030-510	Utility Worker 2	\$0.00	\$37.80	\$0.00		(\$37.80)
030-511	Maintenance / Assistant Harbormaster	\$0.00	\$1,217.01	\$0.00		(\$1,217.01)
030-512	Harbormaster	\$0.00	\$1,748.18	\$0.00		(\$1,748.18)
030-513	Temporary Help	\$0.00	\$0.00	\$0.00		\$0.00
030-514	Overtime	\$67.37	\$710.24	\$0.00		(\$710.24)
030-520	Payroll Taxes (FICA & SUI)	\$284.56	\$1,785.67	\$0.00		(\$1,785.67)
030-522	Workers Comp Insurance	\$0.00	\$1.91	\$0.00		(\$1.91)
030-524	Health Insurance for Employees	\$0.00	\$0.00	\$0.00		\$0.00
030-526	Pension (PERS)	\$0.00	\$0.00	\$0.00		\$0.00
030-601	Insurance	\$0.00	\$0.00	\$0.00		\$0.00
030-610	Electrical Expense	\$0.00	\$0.00	\$0.00		\$0.00
030-615	UTILITIES & GARBAGE	\$2,508.85	\$14,613.90	\$32,425.00	45.07%	\$17,811.10
030-625	CONTRACTED SERVICES	\$95.00	\$570.00	\$1,700.00	33.53%	\$1,130.00
030-628	MEMBERSHIPS & DUES	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
030-630	HARBOR MAINTENANCE & FUEL STATION	\$6,344.59	\$15,545.84	\$38,000.00	40.91%	\$22,454.16
030-631	Maintenance - Fuel Station	\$0.00	\$0.00	\$0.00		\$0.00
030-633	Restrooms / Fish Cleaning Station Maintenance & Supplies	\$0.00	\$294.34	\$0.00		(\$294.34)
030-634	Restroom Maintenance & Supplies (Robison)	\$0.00	\$0.00	\$0.00		\$0.00
030-635	MATERIALS & SUPPLIES	\$72.98	\$4,208.16	\$5,500.00	76.51%	\$1,291.84
030-636	FUEL	\$11,207.04	\$179,751.33	\$250,000.00	71.90%	\$70,248.67
030-638	VEHICLE MAINTENANCE & SUPPLIES	\$253.79	\$2,055.63	\$6,000.00	34.26%	\$3,944.37
030-640	EQUIP MAINTENANCE & RENTAL	\$135.23	\$135.23	\$2,000.00	6.76%	\$1,864.77

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
030-643	Equipment Rental	\$0.00	\$0.00	\$0.00		\$0.00
030-650	Office Supplies	\$0.00	\$0.00	\$0.00		\$0.00
030-651	Telephone & Communication	\$0.00	\$0.00	\$0.00		\$0.00
030-657	Building Maintenance (Fish Plant)	\$0.00	\$0.00	\$0.00		\$0.00
030-660	CONSULTING - ENGINEERING	\$13,724.06	\$37,151.56	\$300,000.00	12.38%	\$262,848.44
030-662	Bank/Credit Card Fees	\$0.00	\$0.00	\$0.00		\$0.00
030-663	PERMITS & FEES	\$0.00	\$0.00	\$750.00	0.00%	\$750.00
030-665	Restoration Assessment / Recommendations	\$0.00	\$0.00	\$0.00		\$0.00
030-668	LEASE EXPENSES (ROBISON)	\$0.00	\$3,824.54	\$4,000.00	95.61%	\$175.46
030-670	Contributions & Events	\$0.00	\$0.00	\$0.00		\$0.00
030-676	EDUCATION & TRAINING	\$0.00	\$535.00	\$1,900.00	28.16%	\$1,365.00
030-678	MEETINGS & TRAVEL	\$0.00	\$1,078.68	\$4,000.00	26.97%	\$2,921.32
030-684	Chamber of Commerce	\$0.00	\$0.00	\$0.00		\$0.00
030-692	SMALL TOOLS & EQUIPMENT	\$0.00	\$1,459.07	\$6,500.00	22.45%	\$5,040.93
030-695	MISCELLANEOUS	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
030-811	CAPITAL - FACILITIES IMPROVEMENTS	\$0.00	\$0.00	\$6,000.00	0.00%	\$6,000.00
030-812	CAPITAL - DOCKS 2-4 REPLACEMENT	\$0.00	\$4,661.95	\$4,300,000.00	0.11%	\$4,295,338.05
030-815	CAPITAL - EQUIPMENT	\$0.00	\$18,000.36	\$23,500.00	76.60%	\$5,499.64
030-820	Capital Outlay - CSLFR Grant Expenses	\$0.00	\$0.00	\$0.00		\$0.00
030-821	Capital Outlay - Repairs & Engineering	\$0.00	\$0.00	\$0.00		\$0.00
030-910	TRANSFER TO GENERAL FUND - PERSONNEL SERVICES	\$0.00	\$0.00	\$239,186.00	0.00%	\$239,186.00
030-920	TRANSFER TO GENERAL FUND - MATERIALS & SVCS	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
030-940	Transfer to Sewer Fund (User Fee)	\$0.00	\$0.00	\$0.00		\$0.00
030-950	Transfer to Water Fund (User Fee)	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Harbor Fund</b>		<b>\$34,693.47</b>	<b>\$291,687.45</b>	<b>\$5,228,961.00</b>	<b>5.58%</b>	<b>\$4,937,273.55</b>
<b>Capital Projects Fund</b>						
035-660	CSLFR Professional Services	\$0.00	\$0.00	\$0.00		\$0.00
035-665	ARPA Professional Services	\$0.00	\$0.00	\$0.00		\$0.00
035-810	CSLFR Grant Project Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
035-820	ARPA Grant Project Expenditures	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Capital Projects Fund</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Sewer Fund</b>						
040-500	Public Works Director	\$0.00	\$776.61	\$0.00		(\$776.61)
040-501	City Field Supervisor	\$0.00	\$0.00	\$0.00		\$0.00
040-502	City Recorder	\$0.00	\$619.34	\$0.00		(\$619.34)
040-503	Accounting Clerk	\$0.00	\$382.59	\$0.00		(\$382.59)
040-504	Billing Clerk	\$0.00	\$533.32	\$0.00		(\$533.32)
040-505	City Secretary	\$0.00	\$0.00	\$0.00		\$0.00
040-506	Wastewater Treatment Plant Operator	\$0.00	\$1,667.10	\$0.00		(\$1,667.10)
040-507	Lead Wastewater Treatment Plant Op/Field Supervisor	\$1,114.78	\$3,020.69	\$0.00		(\$3,020.69)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
040-508	Water Treatment Plant Operator	\$0.00	\$171.51	\$0.00		(\$171.51)
040-509	Utility Worker 1	\$0.00	\$401.89	\$0.00		(\$401.89)
040-510	Utility Worker 2	\$0.00	\$340.23	\$0.00		(\$340.23)
040-511	Maintenance / Assistant Harbormaster	\$0.00	\$97.56	\$0.00		(\$97.56)
040-512	Harbormaster	\$0.00	\$109.26	\$0.00		(\$109.26)
040-513	Temporary Help	\$0.00	\$0.00	\$0.00		\$0.00
040-514	Overtime	\$647.43	\$5,053.39	\$0.00		(\$5,053.39)
040-520	Payroll Taxes (FICA & SUI)	\$774.94	\$4,340.70	\$0.00		(\$4,340.70)
040-522	Workers Comp Insurance	\$0.00	\$2.94	\$0.00		(\$2.94)
040-524	Health Insurance for Employees	\$0.00	\$0.00	\$0.00		\$0.00
040-526	Pension (PERS)	\$0.00	\$0.00	\$0.00		\$0.00
040-528	Oregon Savings Growth Plan	\$0.00	\$0.00	\$0.00		\$0.00
040-601	Insurance	\$0.00	\$0.00	\$0.00		\$0.00
040-610	Electrical Expense	\$0.00	\$0.00	\$0.00		\$0.00
040-615	UTILITIES & GARBAGE	\$7,537.73	\$37,334.36	\$101,700.00	36.71%	\$64,365.64
040-625	CONTRACTED SERVICES	\$0.00	\$91.00	\$3,000.00	3.03%	\$2,909.00
040-628	MEMBERSHIPS & DUES	\$0.00	\$0.00	\$550.00	0.00%	\$550.00
040-630	PLANT MAINTENANCE & REPAIRS	\$647.55	\$12,856.03	\$135,200.00	9.51%	\$122,343.97
040-631	BIOSOLIDS/SLUDGE DISPOSAL	\$2,270.32	\$21,282.43	\$30,000.00	70.94%	\$8,717.57
040-632	INFLOW & INFILTRATION REDUCTION	\$0.00	\$1,250.00	\$80,000.00	1.56%	\$78,750.00
040-635	MATERIALS & SUPPLIES	\$939.48	\$2,483.34	\$15,000.00	16.56%	\$12,516.66
040-638	VEHICLE MAINTENANCE & SUPPLIES	\$203.10	\$1,897.86	\$2,500.00	75.91%	\$602.14
040-639	FUEL	\$0.00	\$167.99	\$4,000.00	4.20%	\$3,832.01
040-640	EQUIPMENT MAINTENANCE & REPAIRS	\$135.23	\$5,449.54	\$2,500.00	217.98%	(\$2,949.54)
040-643	Equipment Rental	\$0.00	\$0.00	\$0.00		\$0.00
040-650	Office Supplies	\$0.00	\$0.00	\$0.00		\$0.00
040-651	Telecommunication & Utilities	\$0.00	\$0.00	\$0.00		\$0.00
040-660	CONSULTING - ENGINEERING	\$0.00	\$308.75	\$75,000.00	0.41%	\$74,691.25
040-662	Bank/Credit Card Fees	\$0.00	\$0.00	\$0.00		\$0.00
040-663	PERMITS & FEES	\$0.00	\$100.00	\$4,300.00	2.33%	\$4,200.00
040-676	EDUCATION & TRAINING	\$158.89	\$966.49	\$3,500.00	27.61%	\$2,533.51
040-678	TRAVEL & MEETINGS	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
040-684	Chamber of Commerce	\$0.00	\$0.00	\$0.00		\$0.00
040-688	Emergency Preparedness	\$0.00	\$0.00	\$0.00		\$0.00
040-690	LABORATORY & SUPPLIES	\$3,669.28	\$26,083.12	\$5,500.00	474.24%	(\$20,583.12)
040-692	SMALL TOOLS & EQUIP	\$0.00	\$3,076.48	\$5,000.00	61.53%	\$1,923.52
040-695	MISCELLANEOUS	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
040-701	2012 GO BOND PRINCIPAL PAYMENT	\$0.00	\$0.00	\$225,000.00	0.00%	\$225,000.00
040-702	2012 GO BOND INTEREST PAYMENT	\$0.00	\$0.00	\$10,900.00	0.00%	\$10,900.00
040-810	SYSTEMS DEV CHARGES - R	\$0.00	\$0.00	\$0.00		\$0.00
040-812	SYSTEMS DEV CHARGES - I	\$0.00	\$0.00	\$0.00		\$0.00
040-813	FKC BioSolids Press	\$0.00	\$0.00	\$0.00		\$0.00
040-814	CAPITAL - PLANT IMPROVEMENTS	\$10,370.00	\$30,995.00	\$370,000.00	8.38%	\$339,005.00
040-815	CAPITAL - EQUIPMENT	\$10,085.00	\$34,394.18	\$50,500.00	68.11%	\$16,105.82



Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
040-816	Dewatering Squeeze Press	\$0.00	\$0.00	\$0.00		\$0.00
040-817	Capital Projects - Ainsley Water	\$0.00	\$0.00	\$0.00		\$0.00
040-820	Capital Outlay - Vehicle	\$0.00	\$0.00	\$0.00		\$0.00
040-825	CAPITAL - WW COLLECTION IMPROVEMENTS	\$0.00	\$0.00	\$300,000.00	0.00%	\$300,000.00
040-847	Capital Outlay - Office Equipment	\$0.00	\$0.00	\$0.00		\$0.00
040-910	TRANSFER TO GENERAL FUND - PERSONNEL SERVICES	\$0.00	\$0.00	\$324,668.00	0.00%	\$324,668.00
040-920	TRANSFER TO GENERAL FUND - MATERIALS & SVCS	\$0.00	\$0.00	\$25,200.00	0.00%	\$25,200.00
040-949	Transfer (SDC) to Sewer Bond Fund	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Sewer Fund</b>		<b>\$38,553.73</b>	<b>\$196,253.70</b>	<b>\$1,778,518.00</b>	<b>11.03%</b>	<b>\$1,582,264.30</b>
<b>Sewer Bond Fund</b>						
049-701	Refunding 2012 Bond Principal	\$0.00	\$0.00	\$225,000.00	0.00%	\$225,000.00
049-702	Refunding 2012 Bond Interest	\$0.00	\$0.00	\$10,900.00	0.00%	\$10,900.00
<b>Total Sewer Bond Fund</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$235,900.00</b>	<b>0.00%</b>	<b>\$235,900.00</b>
<b>Water Fund</b>						
050-500	Public Works Director	\$0.00	\$443.79	\$0.00		(\$443.79)
050-501	City Field Supervisor	\$0.00	\$0.00	\$0.00		\$0.00
050-502	City Recorder	\$0.00	\$464.52	\$0.00		(\$464.52)
050-503	Accounting Clerk	\$0.00	\$382.61	\$0.00		(\$382.61)
050-504	Billing Clerk	\$0.00	\$533.32	\$0.00		(\$533.32)
050-505	City Secretary	\$0.00	\$463.75	\$0.00		(\$463.75)
050-506	Wastewater Treatment Plant Operator	\$0.00	\$271.41	\$0.00		(\$271.41)
050-507	Lead Wastewater Treatment Plant Operator	\$0.00	\$363.02	\$0.00		(\$363.02)
050-508	WTP Operator	\$0.00	\$2,278.46	\$0.00		(\$2,278.46)
050-509	Utility Worker 1	\$0.00	\$982.46	\$0.00		(\$982.46)
050-510	Utility Worker 2	\$0.00	\$831.63	\$0.00		(\$831.63)
050-511	Maintenance / Assistant Harbormaster	\$0.00	\$117.05	\$0.00		(\$117.05)
050-512	Harbormaster	\$0.00	\$368.99	\$0.00		(\$368.99)
050-513	Temporary Help	\$0.00	\$0.00	\$0.00		\$0.00
050-514	Overtime	\$0.00	\$213.85	\$0.00		(\$213.85)
050-520	Payroll Taxes (FICA & SUI)	\$0.00	\$633.67	\$0.00		(\$633.67)
050-522	Workers Comp Insurance	\$0.00	\$2.77	\$0.00		(\$2.77)
050-524	Health Insurance for Employees	\$0.00	\$0.00	\$0.00		\$0.00
050-526	Pension (PERS)	\$0.00	\$0.00	\$0.00		\$0.00
050-528	Oregon Savings Growth Plan	\$0.00	\$0.00	\$0.00		\$0.00
050-601	Insurance	\$0.00	\$0.00	\$0.00		\$0.00
050-610	Electrical Expense	\$0.00	\$0.00	\$0.00		\$0.00
050-615	Utilities & Garbage	\$0.00	\$0.00	\$0.00		\$0.00
050-625	CONTRACTED SERVICES	\$0.00	\$91.00	\$10,900.00	0.83%	\$10,809.00
050-628	MEMBERSHIPS & DUES	\$200.00	\$3,070.85	\$3,500.00	87.74%	\$429.15
050-630	OPERATION & MAINTENANCE TRANSMISSION LINES	\$98.83	\$3,751.20	\$25,000.00	15.00%	\$21,248.80
050-631	OPERATION & MAINT WTP	\$38.72	\$3,799.01	\$65,700.00	5.78%	\$61,900.99

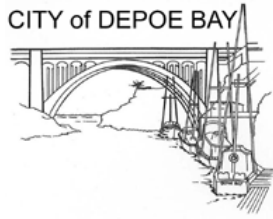
Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
050-635	MATERIALS & SUPPLIES	\$932.44	\$15,941.66	\$25,000.00	63.77%	\$9,058.34
050-638	VEHICLE MAINTENANCE & SUPPLIES	\$265.33	\$2,411.71	\$3,000.00	80.39%	\$588.29
050-639	FUEL	\$0.00	\$0.00	\$3,100.00	0.00%	\$3,100.00
050-640	EQUIP MAINTENANCE & RENTAL	\$0.00	\$442.15	\$1,000.00	44.22%	\$557.85
050-643	Equipment Rental	\$0.00	\$0.00	\$0.00		\$0.00
050-650	Office Supplies	\$0.00	\$0.00	\$0.00		\$0.00
050-651	Telecommunication & Utilities	\$2,314.37	\$13,485.29	\$0.00		(\$13,485.29)
050-660	CONSULTING - ENGINEERING	\$0.00	\$0.00	\$75,000.00	0.00%	\$75,000.00
050-662	Merchant Fees	\$0.00	\$0.00	\$0.00		\$0.00
050-671	Supplies	\$0.00	\$0.00	\$0.00		\$0.00
050-676	EDUCATION & TRAINING	\$0.00	\$1,339.99	\$3,000.00	44.67%	\$1,660.01
050-678	MEETINGS & TRAVEL	\$0.00	\$1,083.28	\$2,500.00	43.33%	\$1,416.72
050-684	SDC Expenses	\$0.00	\$0.00	\$0.00		\$0.00
050-688	Emergency Preparedness	\$0.00	\$0.00	\$0.00		\$0.00
050-690	LAB SERVICES & SUPPLIES	\$146.00	\$7,933.95	\$15,000.00	52.89%	\$7,066.05
050-692	SMALL TOOLS & EQUIP	\$176.98	\$650.43	\$5,000.00	13.01%	\$4,349.57
050-695	MISCELLANEOUS	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
050-701	2012 GO BOND PRINCIPAL PAYMENT	\$0.00	\$0.00	\$0.00		\$0.00
050-702	2012 GO BOND INTEREST PAYMENT	\$0.00	\$0.00	\$0.00		\$0.00
050-800	Depreciation Expense	\$0.00	\$0.00	\$0.00		\$0.00
050-810	SYSTEMS DEV CHARGES - R	\$0.00	\$0.00	\$0.00		\$0.00
050-811	Capital Outlay - Office Equipment	\$0.00	\$0.00	\$0.00		\$0.00
050-812	SYSTEMS DEV CHARGES - I	\$0.00	\$0.00	\$0.00		\$0.00
050-815	CAPITAL - EQUIPMENT	\$4,000.00	\$24,861.09	\$29,700.00	83.71%	\$4,838.91
050-817	CAPITAL - WATER DISTRIBUTION	\$187.50	\$68,288.07	\$315,500.00	21.64%	\$247,211.93
050-819	Capital Outlay- Future Water Imp.	\$0.00	\$0.00	\$0.00		\$0.00
050-820	Capital Outlay - Vehicle	\$0.00	\$0.00	\$0.00		\$0.00
050-825	CAPITAL - WATER TREATMENT PLANT	\$0.00	\$0.00	\$382,000.00	0.00%	\$382,000.00
050-910	TRANSFER TO GENERAL FUND - PERSONNEL SVCS	\$0.00	\$0.00	\$350,310.00	0.00%	\$350,310.00
050-920	TRANSFER TO GENERAL FUND - MATERIALS & SVCS	\$0.00	\$0.00	\$30,000.00	0.00%	\$30,000.00
050-954	Transfer to Miroco Reserve	\$0.00	\$0.00	\$0.00		\$0.00
050-958	Transfer to Water Bond (SDC)	\$0.00	\$0.00	\$0.00		\$0.00
050-959	Transfer to Water Bond (Miroco Share)	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Water Fund</b>		<b>\$8,360.17</b>	<b>\$155,500.98</b>	<b>\$1,346,210.00</b>	<b>11.55%</b>	<b>\$1,190,709.02</b>
<b>Miroco Reserve Fund</b>						
054-950	Transfer to Water Fund	\$0.00	\$0.00	\$0.00		\$0.00
054-959	Transfer to Water Bond Fund	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total Miroco Reserve Fund</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Water Bond Fund</b>						
059-701	Refunding 2012 Bond Principal	\$0.00	\$0.00	\$125,000.00	0.00%	\$125,000.00
059-702	Refunding 2012 Bond Interest	\$0.00	\$0.00	\$35,000.00	0.00%	\$35,000.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
<b>Total Water Bond Fund</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$160,000.00</b>	<b>0.00%</b>	<b>\$160,000.00</b>
<b>Parks &amp; Buildings Fund</b>						
060-500	Public Works Director	\$0.00	\$147.92	\$3,822.00	3.87%	\$3,674.08
060-501	City Field Supervisor	\$0.00	\$0.00	\$5,862.00	0.00%	\$5,862.00
060-502	City Recorder	\$0.00	\$185.79	\$4,800.00	3.87%	\$4,614.21
060-503	Accounting Clerk	\$0.00	\$191.31	\$4,943.00	3.87%	\$4,751.69
060-504	Billing Clerk	\$3,771.38	\$14,801.82	\$0.00		(\$14,801.82)
060-505	City Secretary	\$0.00	\$185.50	\$4,791.00	3.87%	\$4,605.50
060-509	Utility Worker 1	\$0.00	\$133.96	\$3,262.00	4.11%	\$3,128.04
060-510	Utility Worker 2	\$598.96	\$712.37	\$2,737.00	26.03%	\$2,024.63
060-511	Maintenance / Assistant Harbormaster	\$0.00	\$1,542.54	\$0.00		(\$1,542.54)
060-512	Harbormaster	\$0.00	\$218.52	\$0.00		(\$218.52)
060-513	Temporary Help	\$3,389.29	\$8,438.66	\$0.00		(\$8,438.66)
060-514	Overtime	\$396.48	\$2,980.15	\$0.00		(\$2,980.15)
060-520	Payroll Taxes (FICA & SUI)	\$1,881.68	\$8,687.52	\$0.00		(\$8,687.52)
060-522	Workers Comp Insurance	\$1.42	\$4.75	\$0.00		(\$4.75)
060-524	Health Insurance for Employees	\$0.00	\$242.75	\$0.00		(\$242.75)
060-526	Pension (PERS)	\$0.00	\$0.00	\$0.00		\$0.00
060-601	Insurance	\$0.00	\$0.00	\$0.00		\$0.00
060-610	Electrical Expense	\$0.00	\$0.00	\$0.00		\$0.00
060-615	UTILITIES & GARBAGE	\$881.47	\$4,032.84	\$13,000.00	31.02%	\$8,967.16
060-630	BUILDINGS MAINTENANCE	\$459.46	\$2,875.63	\$5,000.00	57.51%	\$2,124.37
060-634	RESTROOM LEASE (WOODMARK)	\$30.00	\$4,502.21	\$5,800.00	77.62%	\$1,297.79
060-635	MATERIALS & SUPPLIES	\$226.56	\$874.72	\$1,027.00	85.17%	\$152.28
060-637	MEMORIAL WALL MAINT & SUPPLIES	\$217.35	\$3,509.10	\$6,200.00	56.60%	\$2,690.90
060-638	VEHICLE MAINTENANCE & FUEL	\$230.71	\$2,088.69	\$3,500.00	59.68%	\$1,411.31
060-639	PARKS MAINTENANCE & REPAIRS	\$2,306.20	\$11,348.51	\$15,000.00	75.66%	\$3,651.49
060-640	EQUIPMENT MAINTENANCE & SUPPLIES	\$135.23	\$331.85	\$1,000.00	33.19%	\$668.15
060-650	Office Supplies	\$0.00	\$0.00	\$0.00		\$0.00
060-651	Telephone & Communication	\$0.00	\$0.00	\$0.00		\$0.00
060-660	PROFESSIONAL SERVICES	\$0.00	\$363.75	\$2,200.00	16.53%	\$1,836.25
060-662	Bank/Credit Card Fees	\$0.00	\$0.00	\$0.00		\$0.00
060-665	RESTROOM MAINTENANCE & SUPPLIES (WOODMARK)	\$164.63	\$171.62	\$3,000.00	5.72%	\$2,828.38
060-670	Special Events	\$0.00	\$0.00	\$0.00		\$0.00
060-684	Chamber of Commerce	\$0.00	\$0.00	\$0.00		\$0.00
060-692	SMALL TOOLS & EQUIP	\$167.79	\$560.74	\$1,300.00	43.13%	\$739.26
060-695	MISCELLANEOUS	\$0.00	\$275.88	\$1,000.00	27.59%	\$724.12
060-700	SYSTEMS DEV CHARGES-R	\$0.00	\$0.00	\$0.00		\$0.00
060-701	SYSTEMS DEV CHARGES-I	\$0.00	\$0.00	\$0.00		\$0.00
060-811	Capital Outlay - Office Equipment	\$0.00	\$0.00	\$0.00		\$0.00
060-812	Capital Outlay - Building Improvements & Museum	\$0.00	\$0.00	\$0.00		\$0.00
060-813	CAPITAL - PARKS IMPROVEMENTS	\$2,805.00	\$6,897.50	\$152,200.00	4.53%	\$145,302.50
060-815	CAPITAL - EQUIPMENT	\$2,849.75	\$11,181.78	\$21,000.00	53.25%	\$9,818.22

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
060-816	Capital Outlay - Memorial Program	\$0.00	\$0.00	\$0.00		\$0.00
060-820	Capital Outlay - Vehicle	\$0.00	\$0.00	\$0.00		\$0.00
060-821	CAPTIAL - LAND ACQUISITION	\$0.00	\$17,800.00	\$200,000.00	8.90%	\$182,200.00
<b>Total Parks &amp; Buildings Fund</b>		<b>\$20,513.36</b>	<b>\$105,288.38</b>	<b>\$461,444.00</b>	<b>22.82%</b>	<b>\$356,155.62</b>
<b>Salmon Enhancement Fund</b>						
070-630	FIN CLIPPING EVENT	\$0.00	\$0.00	\$800.00	0.00%	\$800.00
070-635	MISCELLANEOUS	\$0.00	\$1,841.75	\$1,800.00	102.32%	(\$41.75)
<b>Total Salmon Enhancement Fund</b>		<b>\$0.00</b>	<b>\$1,841.75</b>	<b>\$2,600.00</b>	<b>70.84%</b>	<b>\$758.25</b>
<b>Grand Totals</b>		<b>\$220,328.76</b>	<b>\$1,826,731.25</b>	<b>\$14,589,024.00</b>	<b>12.52%</b>	<b>\$12,762,292.75</b>

## Totals By Fund

Fund Number	Title	Period	Fiscal	Budget	% of Total	Balance
010-000	General Fund	\$105,840.74	\$779,333.25	\$2,661,259.00	29.28%	\$1,881,925.75
012-000	Transient Room Tax Fund	\$4,500.00	\$187,915.00	\$1,687,800.00	11.13%	\$1,499,885.00
013-000	Agate Beach Closure Fund	\$0.00	\$1,980.39	\$6,000.00	33.01%	\$4,019.61
020-000	Street Fund	\$7,867.29	\$106,930.35	\$1,020,332.00	10.48%	\$913,401.65
030-000	Harbor Fund	\$34,693.47	\$291,687.45	\$5,228,961.00	5.58%	\$4,937,273.55
035-000	Capital Projects Fund	\$0.00	\$0.00	\$0.00		\$0.00
040-000	Sewer Fund	\$38,553.73	\$196,253.70	\$1,778,518.00	11.03%	\$1,582,264.30
049-000	Sewer Bond Fund	\$0.00	\$0.00	\$235,900.00	0.00%	\$235,900.00
050-000	Water Fund	\$8,360.17	\$155,500.98	\$1,346,210.00	11.55%	\$1,190,709.02
054-000	Miroco Reserve Fund	\$0.00	\$0.00	\$0.00		\$0.00
059-000	Water Bond Fund	\$0.00	\$0.00	\$160,000.00	0.00%	\$160,000.00
060-000	Parks & Buildings Fund	\$20,513.36	\$105,288.38	\$461,444.00	22.82%	\$356,155.62
070-000	Salmon Enhancement Fund	\$0.00	\$1,841.75	\$2,600.00	70.84%	\$758.25
<b>Grand Totals</b>		<b>\$220,328.76</b>	<b>\$1,826,731.25</b>	<b>\$14,589,024.00</b>	<b>12.52%</b>	<b>\$12,762,292.75</b>



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Recorder

DATE: January 19, 2024, for January 23, 2024, City Council Meeting

SUBJECT: Big Tire Park Vacation

Action Requested: Council direction regarding proceeding with vacation of the right-of-way at Big Tire Park.

Discussion: At the last meeting, Council approved a resolution initiating the vacation process for the City rights-of-way at Big Tire Park off Sunset. At that time, staff had communication from the family of the resident in whose name the park was created and paid for, including the placement of the memorial bench.

Based on a recommendation from the City's engineer, given the liability of the City for the location and that the costs to mitigate the danger were likely to be significant, and with the knowledge that the family supported the vacation staff recommended the vacation.

However, since then, staff have had new communication from the family and they have decided they do not want to incur the liability of the location given the risk. Because a big part of the vacation process requires landowner consent, staff discussed whether or not we should proceed. Please see the attached email from the City Planner regarding owner consent.

Budget Impact: None.

Recommendation: Council direction to City Recorder regarding proceeding with the vacation or to present a resolution halting the vacation process. In addition, Council direction regarding handling the dangerous site.

Sample Motion(s): None needed. Just Council concurrence on direction.

Attachment(s):

- Email from City Planner regarding vacation process and owner consent.

## Recorder

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**From:** planner  
**Sent:** Tuesday, January 16, 2024 2:43 PM  
**To:** Recorder  
**Subject:** Vacation process - Consent of abutting property owners

Hi Kim:

It is my understanding that the action the Council initiated with the adoption of Resolution No. 554-24 is governed by ORS 271.130:

**271.130 Vacation on city governing body's own motion; appeal.** (1) *The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.*

(2) *Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.*

(3) *No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.*

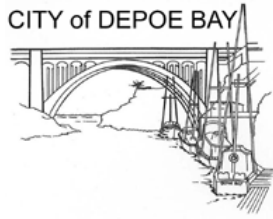
(4) *Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases.*

*[Amended by 1995 c.658 §101]*

This allowed the Council to initiate the vacation proceedings without having a petition filed or the written consent of the abutting property owners in advance (which is the more typical process). However, the Council would not be able to vacate a right-of-way if the owners of a majority of the area affected object in writing, nor without the consent of the abutting property owners. Even if the abutting property owners consent, the City may be required to pay monetary damages to the property owners if the vacation has a substantial effect on the market value of their properties. Affected property owners have the right to appeal the vacation itself or the award of damages to the circuit court.

Sincerely,

**Kit Fox, AICP** (he/him/his)  
City Planner  
City of Depoe Bay  
(541) 765-2361 x15  
[planner@cityofdepobay.org](mailto:planner@cityofdepobay.org)  
**Tuesdays and Wednesdays only**



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Recorder

DATE: January 19, 2024, for January 23, 2024, City Council Meeting

SUBJECT: Declaring an emergency as a result of the winter ice storm

Action Requested: Council consideration of the approval of a resolution declaring a state of emergency for the City of Depoe Bay.

Discussion: While the City did not need to expend a lot of finances to respond to the emergency, the staff have become aware of some needs related to the impact of losing power at the wastewater and water treatment plants that may require additional funds in order to address and ensure this doesn't happen again. In addition, the City incurred over 40 hours of overtime for crew to respond to emergency and to continue to keep the water treatment plant functioning until the repairs were done.

In addition, after reviewing Lincoln City's declaration (see attached as reference), research revealed that the City of Depoe Bay is lacking code language regarding how a declaration of emergency happens and any activation of the City's Emergency Operations Plan. Staff will bring back an ordinance at the first meeting in February for consideration.

Budget Impact: Potential for relief of short-term and longer-term expenses related to response to the emergency and later mitigation.

Recommendation: Council motion and approval of a resolution declaring a state of emergency for the City of Depoe Bay.

Council Option(s):

Adopt, modify, or reject Resolution 555-24 declaring a state of emergency for the City of Depoe Bay.

Potential Motion(s): I move to approve Resolution 555-24, a resolution declaring a state of emergency for the City of Depoe Bay.

Attachment(s):

- Resolution 555-24 – Declaring a State of Emergency
- Lincoln City State of Emergency Declaration



**RESOLUTION NO. 555-24  
CITY OF DEPOE BAY**

**A RESOLUTION DECLARING A STATE OF EMERGENCY  
FOR THE CITY OF DEPOE BAY**

**WHEREAS** a severe ice storm struck surrounding cities on Saturday, January 13<sup>th</sup>; and

**WHEREAS** this unprecedented ice storm resulted in the City of Depoe Bay community suffering the loss of power and many lost cellular services from the afternoon of Saturday January 13 until early evening on Monday January 15 then again lost power for several hours late afternoon on Tuesday January 16; and

**WHEREAS** the City and designated local contractors are all engaged in responding to the effects of the power outage on the City infrastructure such as the wastewater treatment plant and water treatment plant, as well as addressing the emergency needs of the community of Depoe Bay; and

**WHEREAS** there are approximately 1,700+ residents and up to an additional 500 tourists; and

**WHEREAS** the City of Depoe Bay is committed to keeping its citizens, businesses and visitors safe wherever and whenever possible within the city; and

**WHEREAS** the City of Depoe Bay City Council recognizes the need to declare a state of emergency to allow for possible mitigation and restoration funding from federal, state and county emergency funding resources.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Depoe Bay, Oregon:

1. That on January 23, 2024 at 6:00 PM the City of Depoe Bay declared an emergency due to Winter Ice Storm impacts.
2. Will avail itself of any mitigation and restoration funding available;
3. Shall take whatever steps it has at its disposal to assist the citizens, businesses, and visitors of the city as well as cooperating and assisting other agencies and governments;
4. Has taken actions and committed resources to identify, assess, and prioritize response and may need assistance with:
  - Damage assessment
  - Debris management
  - Emergency repairs or augmentation to infrastructure
  - Commodities distribution
  - Private sector coordination
  - Community support

**BE IT FURTHER RESOLVED** that the City Council declares an emergency and directs City staff to take necessary actions to preserve the health and safety of those in Depoe Bay during this

event and immediately after. The Council respectfully requests, as appropriate, support from State agencies and/or the Federal government.

**Passed** by the City Council of the City of Depoe Bay, Oregon on this 23<sup>rd</sup> of January, 2024

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Kathy Short, Mayor

ATTEST

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Kimberly Wollenburg, City Recorder

DRAFT

## Council Communication

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### Emergency Order 2024-01 Declaring an Emergency as a Result of a Winter Ice Storm

Meeting Date:	January 17, 2024	Primary Staff Contact:	Daphnee Legarza
Department:	City Council	E-Mail:	DLegarza@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	

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#### Question:

Should the City Council approve the Emergency Order 2024-01 Declaring an Emergency as a Result of a Winter Ice Storm?

#### Staff Recommendation:

Approve Emergency Order 2024-01 Declaring an Emergency as a Result of a Winter Ice Storm

#### Background:

Pursuant to LCMC 2.72.040.A.2, the City Manager is authorized to issue a Declaration of Emergency if the City Council is not in session or available, subject to the City Council ratification and confirmation, modification or rejection at a public meeting as soon as practicable, but not more than seven days after the declaration.

#### Council Options:

Adopt, modify or reject Emergency Order 2024-01 Declaring an Emergency as a Result of a Winter Ice Storm.

#### Potential Motions:

Motion to approve Emergency Order 2024-01 Declaring an Emergency as a Result of a Winter Ice Storm.

#### Attachments:

LC Emergency Declaration 01152024 (PDF)

## EMERGENCY #2024-01

### CITY OF LINCOLN CITY DECLARATION OF STATE OF EMERGENCY

#### Findings:

1. Chapter 2.72.020 of the Lincoln City Municipal Code reads, "An emergency situation exists whenever any part of the City of Lincoln City is suffering or in imminent danger of suffering from a tornado, storm, high water, wind-driven water, earthquake, tsunami, volcanic eruption, landslide, mudslide, snow or ice storm, drought, fire, explosion, health hazard, infestation, toxic substance, civil disorder, disruption of community services, or any other catastrophe whereby extraordinary measures must be taken to save lives, to protect public health, safety and welfare, to minimize destruction of property or the environment, or to avert or lessen the threat of a major disaster.
2. In accordance with Chapter 2.72 of the Lincoln City Municipal Code, the City Manager is expressly authorized to issue an emergency declaration, subject to council ratification and confirmation, modification or rejection at a public meeting as soon as practicable, but not more than seven days after the declaration.
3. The City Manager or designee must declare the existence of an emergency, which pursuant to Chapter 2. 72.070 shall authorize the city to take any of the following necessary actions during the emergency:
  - A. Redirect funds for emergency use.
  - B. Suspend standard procurement procedures to obtain necessary goods, services and/or equipment.
  - C. Prohibit "price gouging." Specifically, no person or business may sell or attempt to sell any goods or services for a price in excess of the "normal market price," which shall mean that person's or business's average of the regular price of the goods or services for the 30 days preceding the declaration of the state of emergency.
  - D. Implement mutual aid agreements, and to enter into any new such agreements or amend existing agreements, under the signature of the emergency manager.
  - E. Turn off water, gas or electricity.
  - F. Restrict, regulate or prohibit vehicular or pedestrian traffic for such distance or degree as may be deemed necessary under the circumstances, including the closing to the public of any or all public places, including streets, alleys, public ways, schools, parks, beaches, amusement areas and public buildings.
  - G. Enter or pass through private property for the purpose of responding to the emergency and/or for the conduct of damage assessment.
  - H. Evacuate persons from the area designated as an emergency area. A mandatory evacuation order may be authorized by the emergency manager only when necessary for public safety or for the efficient conduct of activities that minimize or mitigate the effects of the emergency.
  - I. Establish a curfew during specified hours in specified geographic areas and locations.

- J. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area.
- K. Assist in the implementation of any order of the federal government, the Governor, State Public Health Director, or local public health representative related to public health or public health emergency, as directed, pursuant to ORS 431.270, 431.264, 433.411 or 401.455, or order.
- L. Prohibit possession of loaded firearms, weapons or explosives or any instrument which is capable of producing harm to person or property on public streets, public places or any outdoor place; provided, that any such order shall not apply to firearms possessed by individuals specified in ORS 166.173
- M. Prohibit or restrict the sale, distribution or giving away of gasoline or other flammable liquids, except that such prohibition normally shall not extend to the filling of a gasoline tank properly affixed to a motor vehicle or equipment responding to emergency circumstances, nor to any police or military or other official acting under color of government authority.
- N. Curtail or suspend commercial activity.
- O. Prohibit or restrict the sale of alcoholic beverages or other intoxicants.
- P. Designate any developed or undeveloped city property for temporary emergency operations uses, including but not limited to use as an emergency facility, shelter, overnight shelter, bivouac, mess hall, temporary campground, staging area, inoculation center, distribution center, or similar emergency operation uses. Private or other public property may similarly be designated by the city, with the permission of the property owner, for such emergency uses. The duration of such authorized uses is only during the period of the emergency and for a reasonable period of time after the end of the declared emergency.
- O. Make application to Lincoln County or any other municipal entity for further assistance by way of any existing or newly negotiated mutual aid or intergovernmental agreement, and to make application for a Governor's declaration of emergency or other such emergency assistance as becomes available under local, state or federal law.
- R. Order such other measures as are found to be necessary for the protection of life, property, infrastructure, the environment, or for the recovery from the emergency. Such other measures shall be set forth *in* writing on the emergency declaration, or added to the declaration when such measures become necessary.
- S. On a case-by-case basis, the emergency manager may authorize a written exemption from any emergency measure or order for an individual or group of volunteer emergency responders.

IT IS RESOLVED:

At 8:45am on *Monday January 15, 2024* the City of Lincoln City declared an Emergency due to Winter Ice Storm impacts:

The ice storm began on Saturday January 13th. This unprecedented ice storm has resulted in long term power outages, icy/dangerous road conditions, blocked roads and damaged property due to fallen trees throughout Lincoln City.

There are approximately 10,000+ residents at risk and up to an additional 5,000 tourists.

Parks, Public Works, Fire, Police and designated local contractors are all engaged in responding to the numerous downed trees and power/utility lines that are damaging property and blocking roadways, maintaining accessible main roadways (those to and from the hospital) and ensuring the continual operation of numerous sewer and water pump stations along with the sewer and water treatment plants. Power has been out since Saturday to areas in Lincoln City north of D-River.

Routes in/out of areas of the City are limited due to fallen trees and icy road conditions.

It is likely that trees will continue to fall and power will continue to be out through the early part of the week beginning January 15, 2024.

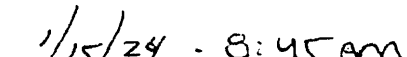
The City of Lincoln City has taken actions and committed resources to identify, assess and prioritize response and may need assistance with:

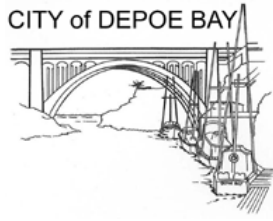
- Search and rescue
- Operational communications
- Damage assessment
- Debris management
- Private sector coordination
- Resource staging
- Healthcare system support
- Emergency repairs or augmentation to infrastructure
- Medical transportation
- Commodities distribution

The City of Lincoln City strives through this emergency declaration, and other ongoing measures taken to protect its citizens, visitors, and staff.

The City Manager hereby declares an emergency and will take necessary actions to preserve the health and safety of those in Lincoln City during this event. I respectfully request, as appropriate, support from State agencies and/or the Federal government.

  
Daphnee Legarza City Manager

  
Date/Time



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Recorder

DATE: January 12, 2024, for January 23, 2024, City Council Meeting

SUBJECT: First Reading – Houseless Ordinance 343-24

Action Requested: Council approval of first reading by title only of the proposed Houseless Ordinance.

Discussion: The Houseless Advisory Committee met several times to review, discuss, and revise the attached draft of an ordinance regarding the “time, manner, and place” where individuals experiencing homelessness may and may not camp. This effort is the result of an appeals case that came out of the 9<sup>th</sup> Circuit Court of Appeals which requires cities not to penalize persons experiencing homelessness and that city law must be objectively reasonable relative to the time, place, and manner where individuals experiencing homelessness may “sit, lie, sleep, or keep warm and dry outdoors.”

Budget Impact: None.

Recommendation: Council motion and approval of first reading of Ordinance 343-24.

Sample Motion(s): I move to approve the first reading by title only of Ordinance 343-24.

Attachment(s):

- Final Draft – Time, Place and Manner – Public Camping – Ordinance
- Breaking News article from the League of Oregon Cities

## **ORDINANCE NO. 343-24**

### **AN ORDINANCE AMENDING CHAPTER 72, SCHEDULE II, CHAPTER 70, SECTION 40 OF THE DEPOE BAY MUNICIPAL CODE, AND ADDING CHAPTER 97: CAMPING REGULATIONS TO THE CITY OF DEPOE BAY MUNICIPAL CODE REGULATING CAMPING IN PUBLIC PLACES, ENSURING PUBLIC SAEFTY, AND DECLARING AN EMERGENCY**

**WHEREAS**, one of the requirements of House Bill 3115 is that cities adopt or modify their ordinances to address such requirements as addressing the “time, place & manner” where houseless individuals can sit, lie, sleep or keep warm and dry outdoors on public property; and,

**WHEREAS**, public rights-of-way are designed and intended for travel, transportation, and provision of utility services, among other uses. The City’s parks, trails, nature paths, and scenic lands were designed and intended for recreational uses and outdoor activities. Public rights-of-way and City parks were not designed or intended for overnight use in the same way as a recreational camp site. People living in makeshift camps in the rights-of-way, local parks, or vehicles often lack access to safe and sanitary restrooms and trash receptacles, resulting in unsanitary conditions from improper disposal of human waste and trash; and,

**WHEREAS**, the City has a responsibility as the road authority to manage its streets and sidewalks as safe, passable, and accessible; and,

**WHEREAS**, this Ordinance is intended to address health and safety concerns of both the travelling public and individuals residing or camping within the City, promote a safe environment, limit unsanitary conditions, allocate limited public resources effectively, and meet legal and humanitarian standards for all people within the City; and

**WHEREAS**, the City owns limited property where camping can or should be allowed. City utility properties (stormwater, water, sewer) and waterways within the City (streams, creeks, harbor) are sensitive and generally have limited access for safety, environmental, or security reasons; and

**WHEREAS**, the City finds that limitations on the locations of campsites on City property supports the safety of people in the campsites as well as the traveling public and community; and

**WHEREAS**, ORS 195.530 provides: “Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness;” and

**WHEREAS**, this Ordinance is intended to establish objectively reasonable time, place, and



manner camping regulations, in compliance with ORS 195.530, that balance the statutory obligations placed upon the City with the City's obligation to manage public spaces to meet their intended uses and to maintain the health and safety for everyone in the City;

**WHEREAS**, certain sections of the Depoe Bay Municipal Code (DPMC) require amendment to satisfy the requirements of House Bill 3115; and

**NOW THEREFORE**, the City of Depoe Bay does ordain as follows:

**Section 1.** Chapter 72, Schedule II Prohibited Parking is hereby amended to read as follows:

(E) City parks. No vehicle shall be parked in any area of the city park other than in areas designated for vehicle parking. In those areas, the following restrictions shall apply.

- (1) No vehicle shall be parked in the City park areas between the hours of 10:00 PM and 7:00 AM. This does not include the area abutting the boat launch. Restrictions on those hours are from 10:00 PM and 4:00 AM.
- (2) No parking of empty boat trailers shall be permitted in excess of three (3) days without a permit from the city. The city may issue a permit for three (3) additional days at the port office.
- (3) No parking of boats, on or off of trailers, in excess of 24 hours shall be permitted without a permit from the city. The city may issue a permit for an additional 48 hours upon application at the port office.

**Section 2.** Section 70.40 City Parks of the DPMC is hereby amended to read as follows:

Outside City staff or emergency services, no person shall drive or operate a vehicle on any portion of the city park.

**Section 3.** Section 70.99 Penalty of the DPMC is hereby amended to read as follows:

(A) This chapter shall be enforced in accordance with the provisions of Chapter 11 of this code of ordinances.

(B) Any person violating a provision of this chapter shall be deemed guilty of an infraction, and shall be subject to a fine in an amount not to exceed \$200 for parking violations, and \$500 for non-parking violations. Each violation of a separate provision of this chapter shall constitute a separate infraction, and each day that a violation of this chapter is committed or permitted to continue shall constitute a separate infraction.

**Section 4.** Chapter 97 Camping Regulations is added in full as shown in the attached Exhibit A.

**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 \_\_\_\_\_, 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 \_\_\_\_\_, 2024.

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

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

ATTEST

\_\_\_\_\_  
Kimberly Wollenburg, City Recorder

DRAFT

## **Exhibit A**

### **Chapter 97: Camping Regulations**

<b>97.001</b>	<b>Title and Purpose</b>
<b>97.002</b>	<b>Definitions</b>
<b>97.003</b>	<b>Permitted Camping</b>
<b>97.004</b>	<b>Recreational Vehicles</b>
<b>97.005</b>	<b>Prohibited Camping Locations</b>
<b>97.006</b>	<b>Overnight Camping Program</b>
<b>97.007</b>	<b>Campsite Cleanup</b>
<b>97.008</b>	<b>Penalties and Enforcement</b>

#### **97.001 Title and Purpose**

The title of this chapter shall be known as the “Depoe Bay Camping Regulations.” The purpose of this chapter is to protect the safety of citizens and regulate the use of public and private property by establishing time, manner, and place guidelines. Furthermore, the purpose of this chapter is to comply with all current State of Oregon laws and court decisions.

#### **97.002 Definitions**

- (A) “Available” means a shelter that has space for a particular person. A shelter is not available to a person if the shelter:
- 1) Has excluded the person from the shelter for any lawful reason;
  - 2) Cannot reasonably accommodate the person’s mental health or physical needs;
  - 3) Is unavailable due to shelter policies regarding a person’s family status, age, gender, gender identity, sexual orientation, or other status;
  - 4) Excluding general rules that prohibit alcohol or drug use in the shelter or on shelter grounds, is unavailable to the person because the shelter has rules about alcohol or drug use that the person does not meet;
  - 5) Prohibits a minor child to be housed in the same facility with at least one parent or legal guardian;
  - 6) Requires participation in religious activity or receipt of religious information or religious teaching the person does not wish to participate in or receive; or
  - 7) Requires a person to leave their pet(s) unattended in order to stay at the shelter. This section does not apply to service animals under the Americans with Disabilities Act.
- (B) “Boat launch parking” means the parking area that abuts the boat launch ramp at the south end of the harbor.

- (C) To “camp” or the act of “camping” means to pitch, erect, create, use, or occupy camp materials for the purposes of occupancy, habitation, or sheltering for survival, and in such a way as will facilitate sleeping or storage of personal belongs, carrying on cooking activities, taking measures to keep protected from the elements, including heat and cold, or any of these activities in combination with one another or in combination with either sleeping or making preparations to sleep.
- (D) A “camp facilities” or “camp” is a location where people camp or are camping and includes, but is not limited to, tents, huts, temporary shelters, motor vehicles, or recreational vehicles subject to section 97.004.
- (E) “Camp paraphernalia” or “camp materials” includes, but is not limited to, tarpaulins, cots, lean-tos, chairs, beds, sleeping bags, blankets, mattresses, hammocks, food or food storage items, or outdoor cooking devices or utensils and similar equipment that are or appear to be used as living or sleeping accommodations, or to assist with living or sleeping activities.
- (F) “City property” is any real property or structures owned, leased, or managed by the City, including rights-of-way.
- (G) “City Recorder” means the Depoe Bay City Recorder or the City Recorder’s designee.
- (H) “Established campsite” or “campsite” means any place where one or more persons have established temporary sleeping accommodations by use of camp facilities and/or camp paraphernalia for more than 24 consecutive hours.
- (I) “Family” means two or more persons related by blood, marriage, adoption, legal guardianship, or other duly authorized custodial relationship, or not more than two unrelated adults.
- (J) “Motor vehicle” has the meaning given that term in ORS 801.360 and does not include recreational vehicles (RVs).
- (K) “Parking lot” means a developed location that is designated for parking motor vehicles, whether developed with asphalt, concrete, gravel, or other material.
- (L) “Recreational fire” means a fire for the cooking of food, warmth, fellowship, or ceremonial purposes.
- (M) “Recreational vehicle” has the meaning given that term in ORS 174.101.
- (N) “Rights-of-way” means all property dedicated to the public for transportation purposes and administered by the City, including streets, roads, bridges, alleys, sidewalks, trails, paths, and all other public ways and areas managed by the City. “Rights-of-way” also includes public utility easements to the extent that the easement allows use by the permittee planning to use or using the public utility easement. “Rights-of-way” includes

the subsurface under and airspace over these areas.

- (O) “Solid waste” means any garbage, trash, debris, yard waste, food waste, or other discarded materials.
- (P) “Store” or “storage” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- (Q) “Street” means any highway, lane, road, street, right-of-way, alley, and every way or place in the City of Depoe Bay that is publicly owned or maintained for public vehicular travel.

### **97.003 Permitted Camping**

Persons camping as described this section do so at their own risk, and nothing in this section or chapter creates or establishes any duty or liability for the City or its officers, employees, or agents with respect to any loss related to bodily injury (including death) or property damage, theft, or destruction.

- (A) To allow for legal camping within the City, the prohibitions established in the other sections of this Code shall not apply if these allowances are met:
  - 1) The property involved is appropriately zoned Industrial, Residential, or Commercial in the Depoe Bay Municipal Code (DPMC); AND
  - 2) The property owner has obtained a permit from the City. The City may require the site to be part of a supervised program operated by the owner or its agent; OR
  - 3) Camping is occurring in accordance with a duly executed emergency declaration made pursuant to DPMC.
- (B) In addition to the provisions in section 97.006, and notwithstanding the prohibitions established in other sections of this Code, the owner of a commercial or industrial property, a public entity, or a religious institution/place of worship may allow vehicle or tent camping to persons, provided:
  - 1) Occupancy is limited to three (3) or fewer vehicles, tents at the same time, in any combination; and
  - 2) If children under the age of 18 are involved, occupancy is limited to one (1) vehicle or tent and four (4) or fewer campers; and
  - 3) All items and materials are stored in vehicles or tents or in a separate storage area that is screened from view from adjacent properties and public rights-of-way.
- (C) Notwithstanding the provisions of this Chapter, the City Recorder or designee may:
  - 1) Revoke the right of a property owner to allow camping on property described in subsection (A) of this section and 97.006 of this chapter upon finding that the property owner or a camper has violated any applicable law, ordinance, rule, guideline or agreement, or that any activity occurring on that property by a camper is

incompatible with the use of the property.

- 2) Revoke permission for a person to camp on public property upon finding that the person has violated any applicable law, ordinance, rule, guideline or agreement, or that any activity occurring on public property by the person is incompatible with the use of the property.
- 3) Permission revoked by the City Recorder or designee is considered an administrative action, and can be appealed to the City Council per the process in Chapter 110 similar to a business license hearing, however revocation must be adhered to prior to hearing.

#### **97.004            Recreational Vehicles**

Owners of residential, commercial, or industrial land may authorize the placement of a recreational vehicle on their property for the purpose of housing given the following:

- (A) Approval by the City Recorder, or designee, of a completed City authorized contract and compliance form.
- (B) A limit of one (1) recreational vehicle per property. RVs must maintain legal licensing through the state of Oregon and be fit for travel along Oregon roads (i.e. current vehicle tags must be maintained).
- (C) On a temporary basis limited to ninety (90) days with an additional ninety (90) days after approval of the City Council.
- (D) Recreational vehicles shall be five (5) feet or more from any property line and not within 500 feet of a residential structure.
- (E) Provide a sanitary sewer connection and hard parking surface (concrete, asphalt pad, or adequately compacted gravel).
- (F) Generators shall not be used between the hours of 10:00 PM and 7:00 AM.

#### **97.005            Time, Manner & Place**

- (A) Homeless individuals are prohibited from sleeping and resting on public property and within public rights-of-way (ROW) except when and where posted and in a manner that creates a camp or constitutes camping, so long as such use does not obstruct the public rights-of-way or access to other City property for its usual and customary purposes and the below "Time, Manner, and Place" requirements are followed:
  - 1) Time.
    - i. Camping, where permitted, may only occur between 10:00 PM and 7:30 AM. All camp materials and personal property must be removed from a camp by 7:30 AM.
    - ii. Enforcement of time restrictions may be suspended by order of the City Recorder, or designee, for severe weather events or when necessary to respond to an

individual's unique circumstances.

- 2) Place. Camping is prohibited at all times in the following locations:
  - i. Anywhere within 100 feet of a school or day care facility.
  - ii. Any place where camping, a camp, or camp materials create as physical impediment to emergency or nonemergency ingress, egress, or access to property, whether private or public, or on public sidewalks or the public rights-of-way, including but not limited to driveways providing access to vehicles, and entrances or exits from buildings and/or other real property.
  - iii. Within 20 feet of a public entrance to a business.
  - iv. Within 20 feet of a transit stop.
  - v. Any vehicle lane, bicycle lane, or roundabout within any public right-of-way.
  - vi. Immediately adjacent to any City-owned buildings or anywhere on or adjacent to water reservoir sites.
  - vii. Anyway along or adjacent to the Harbor or park or scenic lands along Hwy 101 (within a distance of 20 feet from Highway 101) or nature trails in the City Park or on scenic lands.
  - viii. The Community Hall, the parking lot or adjacent parking lot (Steelhead Lot).
  - ix. Any location that is or has been determined by Depoe Bay Fire Chief, Fire Marshal, or designee to constitute an elevated threat of fire at a particular time of year.
- 3) Manner. Camping, when and where not prohibited, must comply with all of the following:
  - i. Individuals, camp materials, camps, or personal property may not obstruct sidewalk accessibility or passage, clear vision areas, fire hydrants, City or other public utility infrastructure, must remain at least five (5) feet from a roadway, and must not otherwise interfere with the use of the right-of-way for vehicular, pedestrian, bicycle, or other passage.
  - ii. A camp and all associated camp materials must be contained within a spatial footprint of no more than 10 feet by 10 feet or 100 square feet. The intent of this limitation is to allow a person to sleep protected from the elements and maintain the essentials for living, while still allowing the use of public spaces as designed and intended.
  - iii. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as free-standing tents and similar items used for shelter that are readily portable are not structures for purposes of this section.
  - iv. Individuals may not obstruct or attach camp materials or personal property to fire hydrants, utility poles or other utility or public infrastructure, fences, trees, vegetation, vehicles, buildings, or structures.
  - v. All camp materials and personal property must be contained within the tent or tent like structure except for one (1) mobility device (bike, wheelchair, etc.) per person may be stored outside. For the purpose of this section, a bike with an attached bike trailer is considered one (1) mobility device.

- vi. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no apparent utility in public rights-of-way, on City property, or on any adjacent public or private property.
- vii. Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Depoe Bay Fire Department are prohibited. Types of cooking stoves and other devices for keeping warm are permitted, as allowed by adopted City policies.
- viii. Dumping of gray water (i.e., wastewater from baths, sinks, and the like) or black water (i.e., sewage) into any facilities or places not intended for gray water or black water disposal is prohibited. This includes but is not limited to storm drains, directly into waterways, or onto the ground.
- ix. Connections or taps to electrical or other utilities, or violations of building, fire, or other relevant codes or standards, are prohibited.
- x. Digging, excavation, alteration of ground or infrastructure, or damage to vegetation or trees is prohibited.
- xi. The City's noise regulations in DPMC Chapter 93 apply to all individuals.
- xii. Nudity as defined in ORS 167.060 is prohibited.
- xiii. Sexual conduct as defined in ORS 167.051 is prohibited.
- xiv. Smoking and vaping are prohibited.
- xv. Consumption of alcoholic liquor or possession of an open alcoholic beverage container is prohibited.
- xvi. Dogs must be in compliance with state rabies vaccination requirements and owners must present proof of vaccination to any code enforcement officer or peace officer requesting such proof.
- xvii. Animals shall not be left unattended. Aggressive or harassing animals are prohibited.
- xviii. Possession of an unlawful weapon is prohibited.
- xix. Minors must be accompanied by a parent or guardian.

(B) Further restrictions:

- 1) Except as expressly authorized by the Depoe Bay Municipal Code, it shall be unlawful for any person to store unattended personal property within public rights-of-way.
- 2) Any person camping in a motor vehicle or recreational vehicle must adhere to the parking regulations outlined in DPMC Chapter 72.
- 3) Notwithstanding the provisions of this section, the City Recorder or designee may temporarily authorize camping or storage of personal property on public property by written order that specifies the period of time and location upon finding it to be in the public interest and consistent with City Council goals and policies.
- 4) Camping on any property in which solid waste has accumulated without collection.



## **97.006            Overnight Camping**

- (A) Pursuant to ORS 195.520 the City hereby grants permission to allow a private property owner to offer overnight camping on their property to individuals or families experiencing homelessness.
- (B) All persons participating in temporary camping does so at their own risk, and nothing in this Code creates or establishes any duty or liability for the City or its officers, employees, or agents with respect to any loss related to bodily injury (including death) or property damage.
- (C) Authorization Required to Allow Camping
  - 1) Any private property owner must apply for City authorization to provide camping sites to individuals or families experiencing homelessness pursuant to a written agreement with the City for the following:
    - i. Persons may sleep overnight in a vehicle, tent, or shelter constructed to meet temporary housing standards approved by the City in a parking lot, within written permission of the property owner of a business or non-profit entity that owns or leases property on which a parking lot or occupied structure are located. The property owner may not grant permission for more than two (2) vehicles, tents, or shelters (or any combination of) constructed to meet temporary housing standards approved by the City used for sleeping at any one time.
    - ii. Persons experiencing homelessness may sleep overnight in the yard of a single family residence in a residentially zoned district, with written permission of the owner and tenant of the residence. Such camping cannot be located on the property between the residence and any adjacent street and must not be more than one (1) tent or shelter to meet temporary housing standards.
    - iii. Persons may sleep overnight in a vehicle, tents, or shelter constructed to meet temporary housing standards approved by the City on a paved or graveled surface located on a vacant or unoccupied parcel, with the written permission of the property owner. The property owner may not grant permission for more than two (2) (or any combination of) vehicles, tents, or shelters used for sleeping at any one (1) time.
  - 2) The City may impose any other reasonable condition, in the City's sole discretion, based upon, but not limited to available parking, property size, condition, usage and geography, surrounding property usage, and property owner's experience and capabilities.
  - 3) The approved property owner must provide campers with access to sanitary facilities, including but not limited to toilet, hand washing, and trash disposal facilities.
- (D) Any vehicle, tent, or shelter used for camping under this Section must be at least five (5) feet from any side or rear property lines.
- (E) No property owner may require or accept the payment of any monetary charge or

performance of any valuable service in exchange for providing camping on the property. Nothing in this Section will prohibit the property owner from requiring campers to perform services necessary to maintain safe, sanitary, and habitable conditions of the campsite.

(F) Revocation

- 1) A property owner who permits camping pursuant to this Section may revoke that permission at any time and for any reason.
- 2) Any person whose authorization to camp on property has been revoked pursuant to this subsection must vacate and remove all belongings from the property within twenty-four (24) hours of receiving such notice.
- 3) Notwithstanding any other provision of this Chapter, the City Recorder or designee may revoke the right of any person to authorize camping on property pursuant to this Chapter upon finding that any activity occurring on that property by the property owner, guest, or camper is in violation of any provision of this Chapter, incompatible with the uses of adjacent properties or constitutes a nuisance or other threat to public welfare. Property owners must provide notice within twenty-four (24) hours of receiving the notice.

(G) The property owner providing a twenty-four (24) hour notice to vacate the property must provide the notice in writing and post the notice at the entrance to the campsite.

**97.007          Campsite Cleanup**

Campsites must be maintained in a clean and orderly fashion, with no accumulation of trash or debris around the site; failing this or failing to adhere to this Chapter will make the campsite deemed unlawful. If a campsite is determined to be unlawful:

- (A) Signs may be posted advising that camping is prohibited. Whether or not a sign is posted, a specific dated and timed notice will be posted and distributed in the area of a scheduled cleanup at least 72 hours before the cleanup.
  - 1) Notwithstanding previous of this Section, cleanup of campsites may occur immediately and without notice if the Lincoln County Sheriff's Office or designee determine that either of the following conditions exist:
    - i. An emergency such as possible site contamination by hazardous materials or where there is an immediate danger to human life or safety;
    - ii. Illegal activity other than camping.
- (B) It is unreasonable for the City to determine whether items are of a personal nature or solid waste, as such, at the end of the notice period, all items left at the campsite will be considered waste and discarded.
- (C) Written notices will be in both English and Spanish.

- (D) Copies of all notices shall be provided to the Oregon Department of Human Services and/or the Lincoln County Health and Human Services Department.
- (E) Weapons, drug paraphernalia, and items which reasonably appear to be either stolen or evidence of a crime may be retained and/or disposed of by the Lincoln County Sheriff's Office in accordance with their department's written policies and procedures.

#### **97.008 Penalties and Enforcement**

- (A) Enforcement personnel may impose a violation of this Chapter in the following manner:
  - 1) Enforcement personnel may, as appropriate, use a progressive enforcement process to encourage and compel compliance with this Chapter.
  - 2) Methods of enforcement for violations of this Chapter are not exclusive and may consist of multiple enforcement mechanisms where legally authorized and appropriate.
  - 3) Nothing in this Section is intended to supersede or prevent enforcement personnel's discretion to enforce laws and mitigate hazards as necessary and without progressive enforcement.
- (B) The City Recorder, or their designee(s), is authorized to modify or suspend enforcement of any section or element of this Chapter in the event of a City Council declared emergency, pursuant to administrative rules or policies, severe weather condition, or for any other reason within the City Recorder's authority.
- (C) Nothing in this Chapter is intended to prevent enforcement of any other section of this code of ordinances or the Oregon State law and shall not be the basis for non-enforcement of violations thereof because shelter is not available to the person.
- (D) Violations of this Chapter:
  - 1) Are a civil infraction, subject to a class B civil penalty enforced under the rules of the DPMC, in addition to state laws.
  - 2) Repeated violations of this title will result in trespassing from those City properties.
  - 3) The City Recorder may adopt administrative rules to enforce.

## Recorder

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**From:** League of Oregon Cities <leagueoforegoncities@orcities.org>  
**Sent:** Friday, January 12, 2024 2:53 PM  
**To:** Recorder  
**Subject:** Breaking News: U.S. Supreme Court to Hear Public Camping Case



# ***Breaking News Alert***

## **United States Supreme Court Agrees to Hear Pivotal Case on Public Camping**

Earlier this morning, the United States Supreme Court Justices agreed to hear [\*City of Grants Pass v. Johnson\*](#). The *Johnson* case is the second major case involving cities and their ability to regulate public camping. The first case was the 2018 *Martin v. Boise* decision, where the Ninth Circuit Court of Appeals held that placing regulations on public camping would violate the U. S. Constitution's Eighth Amendment ban on cruel and unusual punishment, if there was no other shelter available in a city.

Shortly after the decision in [\*Martin v. Boise\*](#), individuals experiencing homelessness sued the city of Grants Pass for its ordinance regulating public camping. After both the U.S. District of Oregon Court and the Ninth Circuit Court of Appeals ruled against the city, the city of Grants Pass filed a petition requesting that the U.S. Supreme Court take up the case. The LOC and

several other entities submitted a “friend of the court” brief in support of the city’s request for review.

The hearing date for this case has yet to be announced. The LOC will keep members informed of the outcome. The LOC would like to thank Anit Jindal and Harry Wilson at [Markowitz Herbold PC](#) for their excellent work on this matter.

**Contact:** Jayme Pierce, General Counsel - [jpierce@orcities.org](mailto:jpierce@orcities.org)

For additional articles related to this alert please see various links below:

- <https://www.scotusblog.com/2024/01/justices-take-up-camping-ban-case/>
- <https://www.sfchronicle.com/politics/article/supreme-court-homelessness-18537797.php>
- <https://sfist.com/2024/01/12/supreme-court-agrees-to-hear-case-on-homeless-encampment-sweeps/>
- <https://sfstandard.com/2024/01/12/supreme-court-homelessness-johnson-grants-pass-petition/>
- <https://calmatters.org/housing/homelessness/2024/01/homeless-camp-scotus/>
- <https://www.latimes.com/politics/story/2024-01-12/supreme-court-agrees-to-rule-on-homeless-encampments-in-california-and-the-west>
- <https://thehill.com/regulation/court-battles/4405701-supreme-court-local-bans-homeless-people-sleeping-in-public/>
- <https://www.courthousenews.com/supreme-court-will-review-the-criminalization-of-homelessness/>
- <https://www.nbcnews.com/politics/supreme-court/supreme-court-weigh-whether-cities-can-punish-homeless-people-sleeping-rcna133440>

- <https://www.seattletimes.com/nation-world/nation/the-supreme-court-will-decide-whether-local-anti-homeless-laws-are-cruel-and-unusual/>
- <https://www.washingtonpost.com/politics/2024/01/12/supreme-court-homeless-encampments-restrictions/>
- <https://www.nytimes.com/2024/01/12/us/politics/supreme-court-homeless-camps-oregon.html>



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**Contact Us:**

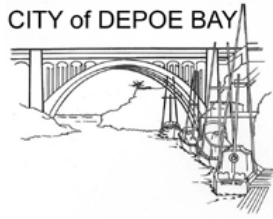
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TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Recorder

DATE: January 19, 2024, for January 23, 2024, City Council Meeting

SUBJECT: Amending Ordinance 331-21 - Fireworks

Action Requested: Council decision regarding amending ordinance to ban retail sales and distribution of fireworks within the City of Depoe Bay.

Discussion: Currently, Ordinance 331-21 prohibits the discharging, or causing to be discharged, of any fireworks within the City. What the ordinance doesn't do is prohibit the retail sales or distribution of fireworks within the City. This means that as long as the business is trying to set up in the appropriate zone, they can get a license to sell fireworks within the City.

In addition, the land use development code should be reviewed in case it needs to be updated regarding zones and the prohibited uses within that zone.

Budget Impact: None.

Recommendation: Council direction to City Recorder to amend Ordinance 331-21 with provisions banning the retail sales and distribution of fireworks within the City of Depoe Bay and to work with the City Planner regarding an update to the land use development code if needed.

Sample Motion(s): None needed. Just Council concurrence on direction.

Attachment(s):

- Ordinance 331-21 – Prohibiting the discharge of fireworks within the City.

CITY OF DEPOE BAY

ORDINANCE 331-21

AN ORDINANCE OF THE CITY OF DEPOE BAY AMENDING CHAPTER 130 OFFENSES  
GENERALLY ADDING NEW SECTION 130.03 FIREWORKS; and DECLARING AN  
EMERGENCY.

WHEREAS, the Lincoln County Fire Defense Board, Chief Daniels attended the November 16, 2021 city council meeting and spoke of the inherent vulnerability and risk from fire from the use of fireworks; and

WHEREAS, Lincoln County authorizes the sale of retail fireworks in their independent jurisdiction but cannot ensure the safe use of the legally obtained fireworks: and

WHEREAS, many of the communities in the county have limited resources to enforce laws to respond to illegal fireworks and the complaints that are generated from the use of fireworks; and

WHEREAS, the Lincoln County Fire Defense Board requested the City of Depoe Bay be committed to protecting life and property from the dangers of wildfire; and

WHEREAS, the city acknowledges that the use of consumer fireworks during particular weather or weather-related conditions can increase the risk of wildfire and potentially create traumatizing and harmful situations for children, adults, and animals.

NOW, THEREFORE :

Section 1. The above findings are adopted in support of adding a new Section 130.03 Fireworks to Title XIII General Offenses of the Depoe Bay Municipal Code.

Section 2. Section 130.03 will read as follows:

130.03 FIREWORKS

- A. The discharging, or causing to be discharged, of any fireworks defined by ORS 480.111 is prohibited within Depoe Bay city limits.
- B. Subsection A. does not apply to a fireworks display issued a public display permit from the State Fire Marshall under ORS 480.130 to 480.150 and has the council's approval on the date and time of the event.

WHEREAS, the adoption of this ordinance is necessary to preserve the peace, health, safety, and welfare of the citizens of the City of Depoe Bay. This ordinance shall be in full force and effective immediately upon its adoption by the City Council of the City of Depoe Bay.

Introduced and passed the first reading in a regular meeting of the City Council of the City of Depoe Bay on this 7th day of December, 2021.

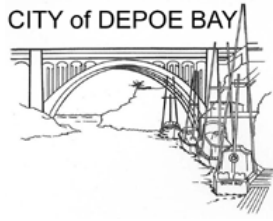


Passed at the second reading, and public hearing, placed on final passage, and adopted by the City Council of the City of Depoe Bay on this 7<sup>th</sup> day of December, 2021.

Approved by the Mayor of the City of Depoe Bay this 7<sup>th</sup> day of December, 2021.

Kathy Suent  
Mayor

Attest: Barbara Gester  
City Recorder



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Recorder

DATE: January 12, 2024, for January 23, 2024, City Council Meeting

SUBJECT: Agreement for Professional Services – PND Engineering

Action Requested: Council approval of revision/update to the agreement for professional services with PND Engineering for rebid support for the Docks 2-4 project.

Discussion: After the City received a bid protest, the City worked with PND Engineering and outside counsel to draft a rebid proposal, then assisted the City with the rebid process. This has required additional time above and beyond the initial agreement of \$216,947, which was approved by City Council.

Budget Impact: The revision and update to the agreement increases the contract value by \$16,000 bringing the total contract value to \$232,947.

Recommendation: Council approval of revised and updated professional services agreement with PND Engineering and authorizing the mayor to sign.

Sample Motion(s): I move to approve the agreement for engineering services with PND Engineering to support the bid protest and subsequent rebid for the Docks 2-4 project and authorize the mayor to sign.

Attachment(s):

- Revised Agreement for Professional Services – PND Engineering

**City of Depoe Bay**  
**Agreement**  
**For**  
**Professional Engineering Services**

This is an **Agreement** effective as of \_\_\_\_\_ ("**Effective Date**") by and between

CLIENT  
("Client")

City of Depoe Bay  
P.O. Box 8  
Depoe Bay, OR. 97341

Phone: 541-765-2361  
Fax: :541-765-2129  
E-mail: recorder@cityofdepoebay.org

ENGINEER  
("Engineer")

PND Engineers, Inc.  
3240 Eastlake Ave E  
Seattle, WA 98102

Phone: 206-624-1387  
Fax: 206-624-1388  
E-mail: rjohnson@pndengineers.com

**Engineer** agrees to provide the services described below to **Client** for: performance of engineering services to support the bid protest and subsequent rebid process for the Dock 2, 3, and 4 Replacement project.

Project No: HAR-22E

The following is a brief description of **Engineer's** Services, which is more fully described in **Exhibit A**:

Provide engineering support services for response to the bid protest and subsequent rebid process. Extra work associated with this request includes time from October 2, 2023 through January 10, 2024.

**Client** and **Engineer** further agree as follows:

### 1.01 Basic Agreement

A. **Engineer** shall provide, or cause to be provided, the services set forth in this **Agreement**, and **Client** shall pay **Engineer** for such Services as set forth in Paragraph 2.01.

### 2.01 Payment

A. **Engineer** will prepare a monthly invoice in accordance with **Engineer's** standard invoicing practices and submit the invoice to **Client**.

B. Invoices are due and payable within 30 days of receipt. If **Client** fails to make any payment due **Engineer** for services and expenses within 30 days after receipt of **Engineer's** invoice, the amounts due **Engineer** will be increased at the rate of 1 ½ % per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

In addition, **Engineer** may, without liability, after giving seven days written notice to **Client**, suspend services under this **Agreement** until **Engineer** has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. The **Engineer's** compensation is determined by and conditioned on the time to complete **Project** as described in **Exhibit A**. Should the time to complete the **Project** be extended beyond the described periods through no fault of the **Engineer**, the total compensation to the **Engineer** shall be appropriately adjusted.

D. Deliverables shall be issued to the City no later than two weeks from the dates indicated in Exhibit A, Table D-1. This schedule is contingent on a Client providing timely review comments on the deliverables. Review comments from the City shall be provided within five business days of the deliverables for Tasks #2, #5, and #7. Fees on tasks associated with deliverables that are issued two week later than the indicated dates will be reduced by ten percent unless delays were caused by belated review comments by the Client. **Engineer** shall notify the Client if belated deliverable review comments have an impact on the project schedule.

At the conclusion of each deliverable, the City shall provide a written notification that the task deliverables are complete.

### 3.01 Additional Services

A. If authorized by **Client** in writing, **Engineer** shall furnish services in addition to those set forth.

B. **Client** agrees to pay **Engineer** an amount equal to the **Engineer's** employees cumulative hours charged to the **Project** by each class of employee times standard hourly rates for each applicable billing class; plus reimbursable expenses and **Engineer's** consultants' charges, if any plus markup. Alternatively, the **Client** and **Engineer** may make additional compensation Agreements such as Lump Sum (LS) or Fixed Fee (FF) but only in writing.

### 4.01 Termination

A. Either party shall have the right to terminate this **Agreement** in whole or in part at any time and for reasonable cause, by delivery of 15 days' written notice, specifying the extent and effective date thereof. After receipt of such notice from **Client**, **Engineer** shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to the **Client** all completed deliverables in connection with the work terminated.

B. In the event of any termination by **Client** pursuant to this clause, and provided **Engineer** is not in default of a material obligation under the **Agreement**, **Engineer** shall be paid as follows.

#### B.1 Time and Material Contracts:

**Client** shall pay **Engineer** for all time and material costs incurred as of the date of Termination per **Engineer's** Standard Rate Schedule.

#### B.2 Fixed Fee or Lump Sum Contracts:

**Client** shall pay **Engineer** the percentage of the Fixed Fee or Lump sum equivalent to the percentage of work completed as of the date of Termination. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this **Agreement**.

### 5.01 Controlling Law

A. This **Agreement** is to be governed by the law of the State of Oregon.

### 6.01 Successors, Assigns, and Beneficiaries

A. **Client** and **Engineer** each is hereby bound and the partners, successors, and executors of **Client** and **Engineer** (and to the extent permitted by paragraph 6.01.B the assigns of **Client** and **Engineer**) are hereby bound to the other party to this **Agreement** and to the partners, successors, and executors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this **Agreement**.

B. Neither **Client** nor **Engineer** may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this **Agreement** without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by **Engineer** under this **Agreement** will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. **Engineer** makes no guarantees or warranties, express or implied, under this **Agreement** or otherwise, in connection with **Engineer's** services. **Engineer** and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. **Engineer** shall not at any time supervise, direct, or have control over any contractor's work, nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. **Engineer** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work

in accordance with the contract between **Client** and such contractor.

D. **Engineer** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except **Engineer's** own employees) at the **Project** site or otherwise furnishing or performing any of construction work; or for any interpretations or clarifications of the construction contract given by **Client** or contractor without consultation and advice of **Engineer**.

E. All design documents prepared or furnished by **Engineer** are instruments of service, and **Engineer** retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the **Project** is completed. The **Client** shall not rely in any way on any document unless it is in printed final form signed and sealed by the **Engineer** or one of the **Engineer's** subconsultants.

F. To the fullest extent permitted by law, **Client** and **Engineer** (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **Project**. (2) agree that **Engineer's** total liability to **Client** under this **Agreement** shall be limited to the ten times the total amount of compensation received by **Engineer**.

The **Client** shall immediately notify **Engineer** of any claim asserted in connection with the **Project** that relates to engineering services.

G. The parties acknowledge that **Engineer's** scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If **Engineer** or any other party encounters a Hazardous Environmental Condition, **Engineer** may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the **Project** affected thereby until **Client**: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous

Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. Changes to the design may be necessary as the work proceeds. The design is expected to change during construction which can result in increased cost to the **Client** for several reasons including:

H.1 Project Betterment – Items that are added to the work to improve the overall project that were not considered during design.

H.2 Unforeseen Conditions – Items of work added due to unknown conditions often associated with geotechnical variations and as-built conditions that could not be determined.

H.3 Design Additions – Items of work to add elements that are required for a functioning facility.

H.4 Design Revisions- Items of work needed to revise the design, including typographical items, changes due to conflicts or inconsistencies and conflicts or inconsistencies which may become apparent during construction.

The **Client** acknowledges that project betterment, unforeseen conditions and design additions and revisions can occur and that all cost associated with those items are part of the normal course of business and shall not be charged to the **Engineer**.

Design additions and revisions are expected and should be anticipated. The **Engineer** and **Client** agree to work together to correct these items to minimize cost. Potential for design additions and revisions are related to the type and complexity of work.

I. All documents, including Drawings and Specifications, furnished by **Engineer** pursuant to this **Agreement** are instruments of **Engineer's** services in respect to the **Project**. They are not intended or represented to be suitable for reuse by **Client** or others on extensions of the **Project** or on any other project. Any reuse without specific written verification or adaptation by **Engineer** will be at **Client's** sole risk without liability or legal exposure to **Engineer**, and **Client** shall indemnify, defend, and hold harmless **Engineer** from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting there from. Any

such verification or adoption will entitle **Engineer** to further compensation at rates to be agreed upon by **Client** and **Engineer**.

**Engineer** does not sell or convey any property interest in the design including drawings; **Engineer** only licenses the use for a particular **Project** and purpose for the duration of the **Project**. The **Client** shall not convey, sell or authorize any other party to use the design. The **Client** shall not reuse the design for any other purpose. The **Client** agrees to use reasonable measures to keep the information confidential and avoid any unauthorized reuse or dissemination. For any unauthorized use by the **Client** or breach of this **Agreement**, the **Client** agrees to pay the **Engineer** reasonable licensing fees and/or damages. **Client** agrees to indemnify, defend and hold **Engineer** harmless from any and all claims arising from or related to unauthorized use of the design.

J. Electronic files may be supplied for convenience. Use of this electronic information is at the risk of the end user, and **Engineer** cannot take responsibility for any errors or misuse that may arise out of use of electronic information. AutoCAD files are only an electronic copy of the graphical representations of the plans and actual dimensions and locations as shown on the hard copy plans shall govern and as provided by **Engineer**.

#### **8.01 Indemnification and Mutual Waiver**

A. **Engineer**. To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless **Client**, and **Client's** officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the **Project**, but only to the extent that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property), and is caused by any negligent act or omission of **Engineer** or **Engineer's** officers, directors, partners, employees, or Consultants.

B. **Client**. To the fullest extent permitted by law, **Client** shall indemnify and hold harmless **Engineer**, **Engineer's** officers, directors, partners, agents, employees, and consultants from and against any

and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the **Project**, but only to the extent that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, and is caused or alleged to be caused by any negligent act or omission of **Client** or **Client's** officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the **Client** with respect to this **Agreement** or to the **Project**.

C. **Percentage Share of Negligence.** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of **Client**, **Engineer**, and all other negligent entities and individuals.

D. **Mutual Waiver.** To the fullest extent permitted by law, **Client** and **Engineer** waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **Project**.

E. **Tort Claim Limit.** "client's indemnification under this agreement with respect to any liability or expenses of whatsoever kind or nature, arising out of or in connection with the performance or non-performance of either party's respective obligation under this agreement, shall be no greater than that prescribed by the provisions of ORS 30.260 to ORS 30.300. this limitation on clients' indemnification obligation shall be the same whether the actions or damages being indemnified are characterized as tortious or contractual in nature."

#### **9.01 OPEN CELL™ Licensing**

A. In the course of the project, the **Engineer** may utilize the OPEN CELL™ technology relating to soil retaining systems on which the **Engineer** holds

related patent rights. **Engineer** hereby grants to the **Client**, and its contractors, agents, employees, officers, and representatives, an irrevocable license for the construction and use of the design on the **Project** only, upon completion of final design by the Engineer. No fee or cost of any sort is or may be charged now or in the future for this license. This license grants the **Client**, and its contractors, agents, employees, officers and representatives, the right to utilize the design (including but not limited to the drawings and specifications) in the future for construction of this structure, and its subsequent use, maintenance, repair, restoration, renovation, and other similar uses.

B. **Engineer** has spent years testing, observing and refining the OPEN CELL™ System and holds this information proprietary. Disclosure by **Engineer** of OPEN CELL Technology or other information on the project shall be for use on this project only and shall not be divulged to others or used on any other project without **Engineers** prior written authorization. **Client** shall make these terms binding on all project participants including owners, employees, contractors and anyone else associated with the project.

#### **10.01 Insurance**

A. The **Engineer** shall maintain, at his own expense the minimum insurance coverage as outlined below. A current Certificate of Insurance will be provided to the Client with the City of Depoe Bay listed as Additional Insured on General Liability and Auto policies

B. Workers' Compensation Insurance: **Engineer** shall provide and maintain, for all employees engaged in work under this contract, Workers' Compensation and Employers Liability Insurance as required by AS 23.30.045, to include:

1. Statutory coverage;
2. Employer's Liability Protection in the amount of \$1,000,000.

C. Commercial Comprehensive General Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. Client to be listed as additional insured

D. Automobile Liability Insurance: Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. Client to be listed as additional insured

E. Professional Liability Insurance with limits of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

#### **11.01 Dispute Resolution**

A. **Client** and **Engineer** agree to negotiate all disputes for a minimum period of thirty days from the date **Client** or **Engineer** provides notice of a dispute. If the dispute is not resolved by negotiation, the parties agree to mediate the disputes in good faith prior to filing of any lawsuit.

#### **12.01 Total Agreement**

A. This **Agreement** together with any expressly incorporated appendix constitutes the entire **Agreement** between **Client** and **Engineer** and supersedes all prior written or oral understandings. This **Agreement** may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



IN WITNESS WHEREOF, the parties hereto have executed this **Agreement**, the **Effective Date** of which is indicated on page 1.

Client:

Engineer: PND Engineers, Inc.

Signature:

Signature:

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

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

Title:

Title: Vice President

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

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

Address for giving Notices:

Address for giving Notices:

Address for Payments:

City of Depoe Bay  
P.O. Box 8  
Depoe Bay, OR 97341  
541-765-2361 ex 11

PND Engineers, Inc.  
3240 Eastlake Ave E.  
Seattle, WA 98102  
(206) 624-1387

PND Engineers, Inc.  
1506 West 36<sup>th</sup> Ave.  
Anchorage, AK 99503  
(907) 561-1011

**City of Depoe Bay Form of Agreement  
For  
Professional Engineering Services**

**Addendum A**

**TO THE TERMS AND CONDITIONS**

SUPPLEMENT AND AMENDMENT TO THE TERMS AND CONDITIONS OF THE **Project**. Pursuant to new rules published by the Office of Federal Contract Compliance Programs (OFCCP), effective March 24, 2014, this Addendum A supplements and amends of the terms and conditions of the **Project**, to include the following language:

- 1) This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 2) PND Engineers, Inc. is an Equal Opportunity Employer and complies with Executive Orders 11246 and 13496 and hereby provides notice of its compliance with FAR 52-222-26, 29 CFR Part 471, Appendix A to Subpart A, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5, and 41 C.F.R. 60-741.5.

INCORPORATION OF THIS ADDENDUM INTO THE ORIGINAL CONTRACTUAL AGREEMENT. The signing of this Addendum A shall incorporate Addendum A into the original contractual arrangement between the parties. It is further intended that in the event of any inconsistency between the agreement and its other attachments, that the terms of Addendum A be construed as final and binding.

END OF ADDENDUM A

**PND Engineers, Inc. (PND)  
Standard Form of Agreement For  
Professional Engineering Services**

**Exhibit A**

**BID PROTEST AND REBID ENGINEERING SUPPORT**

**(A) SCOPE OF WORK**

Provide engineering support services for response to the bid protest filed during the original bid process, and subsequent rebid process. Services included preparing letters and communications in response to the bid protest, in addition to meetings with the City and their attorneys. After the decision was made to rebid the project to clarify project requirements, the bid package was revised and reissued with a new invitation to bid sent to the five original bidders. The rebid process involved one addendum, allowing a bid opening extension of one week. The bids were opened, reviewed, evaluated, and a recommendation letter written. A city council meeting is anticipated to accept the recommendation and move forward with contract award. Extra work associated with this request included time from October 2, 2023 through January 10, 2024.

**(B) SUBCONSULTANTS**

None

**(C) DELIVERABLES**

1. PND response to bid protest letter
2. Rebid package and all attachments
3. Addendum #1 to Rebid process
4. Post Bid Opening PND evaluation and recommendation letter

**(D) SCHEDULE**

Following is the schedule of activities associated with the extra work covered in this contract amendment.

Bid protest filed	October 2, 2023
Evaluate protest	October 2 - 12, 2023
PND response to protest	October 12, 2023
Meetings with attorney and City	November 20 - December 12, 2023
Prepare Rebid package	November 29 – December 15, 2023
Rebid invitation	December 15, 2023
Addendum #1	December 22, 2023
Bid Opening, evaluation letter	January 9, 2024
City Council meeting	January 10, 2024

**(E) FEE BASIS**

PND proposes to provide these services on a time and materials basis as an amendment to the previously approved construction support task order.

	Protest and Rebid [NEW]	Construction Support [EXISTING]	Amended Totals [REVISED]
PND Labor	\$16,000	\$163,938	\$179,938
Subconsultants	\$---	\$35,809	\$35,809
Expenses	\$---	\$17,200	\$17,200
TOTAL (T&E Estimate)	\$16,000	\$216,947	\$232,947

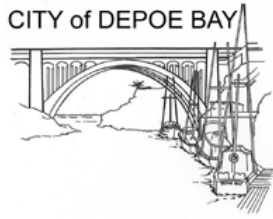
**(F) PAYMENTS**

The combined fees for this work will be billed on a time and expenses basis. The amount of the individual tasks may vary but the total shall remain under the total contract value plus any amendments.

**(G) ASSUMPTIONS AND EXCLUSIONS**

This scope of work assumes / excludes the following:

- Excludes additional follow up (protests, rebid). Can be added to scope of work if needed.



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Recorder

DATE: January 12, 2024, for January 23, 2024, City Council Meeting

SUBJECT: Resolution 556-24 – Reduced Government Rate for Moorage

Action Requested: Council approval of resolution setting a discounted rate of 50% off transient and annual moorage for government agencies and no charge for the US Coast Guard.

Discussion: At the Council's direction, the Harbor Commission considered what kind of discount, if any, to provide to other government agencies who want to moor at the City docks. During the December 5, 2023 City Council meeting, the Commission recommended to the Council that the City offer a 50% discount on transient and annual moorage fees to government vessels and that the US Coast Guard should be exempt from all moorage fees.

Budget Impact: Minimal as the rate increase assisted with moorage rates still provides an increase in moorage fees after the discount.

Recommendation: Council approval of Resolution 556-24 amending Resolution 543-23

Sample Motion(s): I move to approve Resolution 555-24 amending Resolution 543-23 to provide a reduced rate for government entities.

Attachment(s):

- Resolution 556-24 Reduced Government Rate

**RESOLUTION NO. 556-24  
CITY OF DEPOE BAY**

**A RESOLUTION AMENDING RESOLUTION 543-23 TO PROVIDE  
PROVISION FOR A GOVERNMENT RATE**

**WHEREAS**, Ordinance No. 340-23 specifies that fees for the use of harbor facilities and equipment of the City of Depoe Bay shall be set by resolution of the City Council; and

**WHEREAS**, upon recommendation from the Harbor Commission, the City wishes to provide government agencies a fifty percent (50%) decrease on their annual moorage fees.

**NOW, THEREFORE**, the City Council of the City of Depoe Bay hereby resolves that Resolution 543-23 is amended to add the following language under Section 1:

“In acknowledgement of the collaborative relationships between the City of Depoe Bay and other government agencies, the City authorizes a fifty percent (50%) discount on annual and transient moorage fees on government vessels. The US Coast Guard is exempt from paying all moorage fees.”

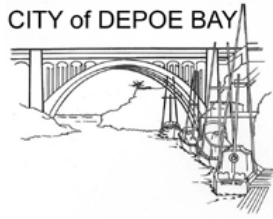
All the other language remains the same.

**Approved and Passed** this \_\_\_\_\_ day of January 2024 by the City Council of the City of Depoe Bay.

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

ATTEST

\_\_\_\_\_  
Kimberly Wollenburg, City Recorder



TO: Depoe Bay City Council

FROM: Kim Wollenburg, City Recorder

DATE: January 19, 2024, for January 23, 2024, City Council Meeting

SUBJECT: OSU-PSU Microplastics Solutions Research Project

Action Requested: Council consideration of the City's participation in OSU-PSU's Microplastics Solutions Research Project.

Discussion: Recently, a representative from Portland State University (PSU) reached out to Councilor Recht about the City's participation in a study on microplastics. This study is a collaborative effort between PSU and Oregon State University. The yellow highlighted portions in the attached memo set out what type of support is requested from municipalities.

Budget Impact: Staff time to assist with the sampling. The project allows for the City to receive \$700.00 for staff time to cover the 6 storm sampling events.

Recommendation: Council consideration of the City's participation in this study.

Sample Motion(s): No motion is needed. Just Council concurrence with allowing the City to participate in this study.

Attachment(s):

- Memo – OSU-PSU Microplastics Solutions Research Project

## **SUBJECT: OSU-PSU Microplastics Solutions Research Project**

### **Microplastics science optimizing solutions: Testing strategies for Oregon**

To address the ubiquitous and multifaceted threat of microplastics and microfibers - as aquatic and marine debris, we will execute a research-to-action project to assess the efficacy of distributed wastewater and stormwater preventative interventions on microplastic loads to coastal watersheds and in effluent water. Embedded educational and outreach components include a) awareness raising and engagement of community groups and students from marginalized and/or underserved communities who will learn about microplastic pollution and participate in the installation and assessment of intervention measures via citizen science; and b) outreach with municipalities, legislators, tourism industry professionals, and the public. A Microplastics Advisory Panel (MAP) will engage a broader group of professionals to advise the project and co-develop recommendations to scale up interventions based on project results. Project objectives include: (1) Understand efficacy of watershed-scale stormwater control measures in removing microplastics; (2) Quantify the efficacy of washing machine filter installation across 15% of a community's households in reducing microplastics entering the coastal watershed; (3) Compare microplastic loads emitted from home dryer vents to that from washers; (4) Determine the challenges experienced by homeowners and municipality staff from installing the interventions; (5) Educate a) students about environmental microplastics and their role in facilitating solutions by engaging them in data analysis of filter effectiveness; and b) the public, including underrepresented communities, through social media campaigns, an exhibit at the OSU Hatfield Marine Science Center public visitor center; and (5) Engage water managers, industry, agencies, and municipal representatives from towns, counties, tribes, and the state in project design, assessment of results, and drafting recommendations for scaling the project.

#### **Request from municipalities:**

1. Assist project team with
  - a. identifying three stormwater locations to sample and the corresponding outfall pipe(s)/locations
  - b. assist with sampling 6 liters from each of those storm drains and each outfall pipe in your community during a winter (Feb), Spring (April or May), and Fall (October) storm in 2024 and the same months in 2025.
  - c. 1-2 engaged city staff participate in a 20-minute interview at the beginning, middle, and end of the project. It can be a joint interview or individually and can be in person or over Zoom.

*\$700 budgeted per city for staff time to cover the 6 sampling events.*

2. If participating in storm drain inserts component (Yachats and Cannon Beach),
  - a. Information on which basin inserts you prefer for each site
  - b. assist with installation of inserts at 3 storm drains during late Fall 2024
  - c. quarterly cleaning out of inserts.

*\$1500 budgeted per community to cover staff time to assist with sampling and clean outs*



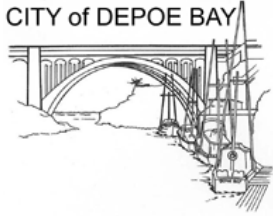
3. For the two communities with storm drain inserts, assist with selecting location of and wording on informational sign at storm drain insert locations to educate the public about the inserts (the project will pay for the signs)
4. Collect 1 liter of influent and 1 liter of treated effluent at wastewater treatment plant every 10 days in June 2024, Jan 2025 and June 2025 (3 samples per month in each of the 3 months; 6 liters per month))

**Project team will provide:**

1. Buckets, sieves, jars, DI water, orange rain ponchos, tubing to sample stormwater; up to \$700 budgeted to cover staff time to assist team with sampling during the 6 storm events (3 events per year)
2. Storm drain inserts (for the two communities installing them); \$1500 to cover city staff time to help install them and to clean them out monthly or quarterly in the winter months
3. Signs for the inserts locations
4. Containers for the influent and treated effluent and pick up of the containers at the end of each sampling month

**Project expected results**

1. For the storm drain component, we expect that:
  - a. Types and concentrations of microplastics will vary by collection period (higher road and tire wear in October than in Feb and April/May; more overall particles in Feb and April)
  - b. Cities with storm drain inserts will see a reduction in microplastics in the stormwater sampled below the filter
  - c. In cities with inserts staff knowledge and perceptions about microplastics will change over the time period of the study
2. For the wastewater component, we expect that:
  - a. The quantity and size of microplastics in the influent and effluent will change in the communities with washing machine filters; no change in the communities without filter installation



TO: Depoe Bay City Council

FROM: Kimberly Wollenburg, City Recorder and Brady Weidner, Public Works Director

DATE: January 23, 2024, City Council Regular Meeting

SUBJECT: City-Wide Projects Memo

### **Update on Projects:**

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

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

### **Administration**

Events: 2<sup>nd</sup> Annual Special Olympics Polar Plunge – March 23, 2024

Code Enforcement: Waiting for street signs to address issues around town.

Grants: The Oregon West Cascades Council of Governments (COG), as our IT service provider, has applied for a grant on the City's behalf with the Lincoln County Emergency Manager for the State and Local Cybersecurity Grant Program as part of their services in getting Depoe Bay upgrade and security compliant for the protection of data and defend against an attack, which can have serious consequences for the City should our system be hacked. See information provided as an attachment.

Technology, Audio & Security Upgrade Project: Equipment received. Implementation in January/February. Thirty days' notice to current provider sent 1/18/24. Our current provider will work with COG for the transfer.

Winter Ice Storm: The crew is assessing systems that were affected by the significant power outage the City experienced. Staff will provide a report at the next meeting.

### **Financial**

Audit: Termination of services letter sent to Isler on Wednesday January 10. The RFP will post in the paper on Wednesday, January 17, but earlier on website and other locations, and run for a month. In preparation for a new auditor, staff are "fixing" the paperwork for 19/20 that was put in disarray by current auditors and are also working on getting 20/21 ready.

Budget: No new action at this time.

### **Harbor**

Harbor Restoration Project: Council approved the award of the contract to Advanced American on January 10. The protest period for the rebid is complete with no protest filed. Staff is working with Advanced American to get the contract signed and a Notice to Proceed sent out next week.

Staff submitted a request for an extension on the project for one of the grant funding streams. The grant extension was granted until June 30, 2025.

Dock Leases: Harbor Commission will discuss the leases at their meeting on Wednesday, January 31.

General: Crew have been power washing fuel bunker and around fish cleaning station as well as cleaning up slick areas. Have also been working on completing a project list that was put together by Public Works Director and Supervisor. Have also been preparing the fish cleaning station for power washing and painting. Both restroom doors were replaced. Some basic plumbing work was also needed, which has been done.

### **Water**

Collins Water Line Replacement: City Engineer continues working with public works on concept plans and drawings for bidders. The City Engineer provided a material list for the crew to begin purchasing needed materials such as pipe and hydrants. Researching for better price quote for material, particularly PVC pipe.

Foundation/Filter Replacement: Core drilling done and we are waiting for engineering results.

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

General: Soda solution line was replaced to address corrosion. As time has permitted and has needed from recent readings for billing, have replaced water meters. Doing locates in Little Whale Cove for a contractor of PUD.

### **Wastewater**

Catwalk Repairs: Reviewing recommended bid package from City Engineer.

General: Two samplers were replaced and calibrated. Crew had to pull a RAS pump and remove heavy rags accumulation around the pump. Scheduling a contractor to perform cleaning work to address grease build up in the sewer main lines in preparation for the video work to inspect areas of concern in collection system. Crew have done some general clean up and maintenance of the plant facility campus. NPDES permit is on a 30-day public comment period. Working with the Department of State Lands regarding the outfall on South Point.

### **Streets**

Lingcod Parking Lot: Called locates in to bore fence holes and are gathering material for the fencing. Will install the east fence and install the sign.

Ditch Cleaning: Contractor scheduled to do street cleaning at various locations Douglas and Oceania for stormwater ditch line

Heiberg – The street runoff from the stormwater is going through like funnel into a neighboring property. Crew will work with the City Engineer to design a berm.

General: Filling potholes with gravel and cleaning up a lot of storm debris from the heavy winds.

### **Parks**

Big Tire Park: Update at the meeting.

Community Hall Cabinet Replacement: Delay on new cabinets order and installation until after the holidays.

North Bridge Replacement: City Engineer continues to work on bid documents & project plans for replacement.

Winchell Lookout: Contractor is still scheduled for after the first of the year.

Recreational Immunity: Parks Commission will begin their review of the parks in February.

General: Preparation done in the event of a winter storm. Also cleaning up storm debris in the park.

**City of Depoe Bay – Engineering Services**

**AKS Job# 10004**

**Meeting Notes**

**Date: 1/3/2024**

**Attendees: Kim/Brady/Paul - City; Deza/John - AKS**

**1. General Engineering Tasks**

- a. Review of Delta Operations scope of work – scope appears to cover geotechnical and structural evaluation of filter vessels and a tech memo. JPC left a VM with Delta (1/3/2024) and awaiting response.

**2. Plan Review**

- a. **Lane Street** – Waiting on response from developer – Kit requested AKS stamp and send ramp mod plans to ODOT for review and approval.
  - b. **Shell Ave** – Waiting on response from developer – Per Kit – no response from developer
  - c. **The Hills/Whale Watch**
    - i. Send Kim/Brady/Paul a copy of the AKS memo.
    - ii. Waiting on developer submittal of master plans for water/sewer/storm to complete review of all remaining items.
      - 1. Brady still has concerns about the existing City system being able to supply the water to the development. Williams avenue water main needs to be replaced. Lane Street to Clarke.
    - iii. AKS to approve tank – Brady wants to add Chlorine logger. Need OHA approval too. Brady wants a CP system for the tank.
  - d. **Big Whale Cove** – Sewer concept plans reviewed/submitted to City 12/6/2023; Brady sent comments to developer. Waiting on response.
  - e. **565 NE Stanley (#4-Geo-PC-23)** – Need City response on requirements for road improvements to Stanley. Will discuss at meeting next week.
3. **Bay Street Sidewalk** – Pending agreement with ODOT – Kim sent to ODOT 1/3/2024 waiting for counter signature.
4. **WWTP Catwalk** – Pending approval from City Council
5. **Timber Bridge** - low priority
- a. AKS preparing memo on timber sizes
  - b. Handrail and decking replacement drawings are 90% complete
6. **HWY 101 Bridge Water Line** – AKS preparing shop drawings for new hangers. Low priority
7. **Collins Street Water Main** – Updated drawings sent to Brady 12/11/23. Brady is getting parts ordered. No action needed from AKS.
8. **Rocky Creek Intake** – on hold
9. **Coho Parking lot** – AKS to complete survey of parking lot concurrent with Bay Street sidewalk improvement. Develop concept for parking lot improvements to include modular restroom – on hold until bay street agreement is executed.
10. **Lingcod Parking Lot** – details/plans sent to City 12/6/2023 - City has all they need.
11. **Big Tire Park** – Update from Kit on vacation process? City Council voted 4 to 3 to proceed with vacating the right-of-way. Kim and Kit are taking the lead. Hearing is March 3, 2024.
12. **Eastridge** – Attorney response on City ownership of utilities?
13. **Bensell Ave/Vista Terrace** – Road is failing (landslide) and putting City utilities at risk. Suggests AKS prepare a proposal for evaluation of road stabilization.

14. **GIS** – Not clear if GIS data developed by Tui Anderson is still available through ESRI. Licensing fees are as follows:



1400 Queen Ave SE • Suite 201 • Albany, OR 97322  
(541) 967-8720 • FAX (541) 967-6123

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January 10, 2023

Samantha Buckley  
Lincoln County Emergency Manager  
225 W Olive Street  
Room 103  
Newport, OR 97365

Dear Ms. Buckley,

Our agency, Oregon Cascades West Council of Governments, provides IT services to the City of Depoe Bay. We are applying for the State and Local Cybersecurity Grant Program on their behalf. One requirement of the grant is to inform the County Emergency Manager of the project.

We are asking for grant funding to provide the city with advanced endpoint protection, which is a significant upgrade from the consumer-grade antivirus the city is using today. In addition to endpoint protection, we are asking for funding to assist them in moving to a .gov domain, DepoeBayOR.gov

Thank you so much for your attention to this information, and for all you do to keep Lincoln County prepared for emergencies.

Sincerely,

A handwritten signature in black ink that reads "Laura A South".

Laura A South (she/her)  
Systems Administrator  
Oregon Cascades West Council of Governments  
1400 Queen Ave SE  
Albany, OR 97321  
Email: lsouth@ocwcog.org Phone: 541-924-8403

- Creator license (minimum subscription): \$550/yr
  - Viewer license: \$110/yr
  - Mobile Worker (old Field Collector): \$385/yr
15. AKS to write-up a summary so City can account for this in their next budget cycle
  16. **Lead/Copper Rule** – AKS needs to provide summary of how to proceed.
  17. **Task Orders** - Send Kim a template for approving task orders.
  18. **Design Standards** - City need to update design/development standards – keep on long-term list.
  19. **PLA** - PLA needed for access to the impound site
  20. **Heiberg Street Guardrail** – Issue with storm runoff. Brady suggested installing an AC berm. AKS agreed.
  21. **Edgewater PS** – small sewer lift station (10-homes). Cover is rusted. Brady will send some photos.

**Subapplicant:** City of Depoe Bay, Oregon

**Project Number:** 1

**Project Name:** Migration to a .gov domain

[illegible]

Equipment Subtotal	\$1,000
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Planning Subtotal	\$1,100
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**Training Subtotal      \$375**

<b>Exercise Subtotal</b>	<b>\$0</b>
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PROJECT TOTAL	\$2,475
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**Subapplicant:** City of Depoe Bay  
**Project Number:** 1  
**Project Name:** Migration to .gov Domain

Cyber Service	Consulting / Planning/Description of Expense	Total Cost	Agency	Discipline
Domain Migration Services (Migration to .gov)	Work with .gov registrar and city staff to secure the .gov domain. Investigate options for DNS hosting. Communicate with web developers and website hosting vendors to explore options for DNS hosting. Help city staff locate all vendor who might be relying on the old domain in their links or applications	\$275	Oregon Cascades West Council of Governments	Other
Domain Migration Services (Migration to .gov)	Implement DNS changes, update website and email domains. Assist vendors with updating applications and services	\$600	Oregon Cascades West Council of Governments	Other
Domain Migration Services (Migration to .gov)	Ongoing monitoring and Email system updates	\$225	Oregon Cascades West Council of Governments	Other
		\$0		
		\$0		
		\$0		
		\$0		

**Planning Subtotal \$1,100**

Cyber Service	Exercise / Training Course	Item/Expense	Number Trained	Total Cost	Agency	Discipline
Domain Migration Services (Migration to .gov)	Orientation to .gov - why it matters		25	\$75		
Domain Migration Services (Migration to .gov)	Assist with staff in using new address in their applications, in		25	\$300		
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		

**Training Subtotal \$375**

Cyber Service	Other /Description of Activities	Total Cost	Agency	Discipline
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		

**Exercise Subtotal \$0**

**Equipment Subtotal \$1,000**

**PROJECT TOTAL \$2,475**

**Subapplicant:** City of Depoe Bay  
**Project Number:** 2  
**Project Name:** Deploy Advanced Endpoint Protection

[illegible]

Subapplicant: City of Depoe Bay

Project Number: 2

Project Name: Deploy Advanced Endpoint Protection

Cyber Service	Consulting / Planning/Description of Expense	Total Cost	Agency	Discipline
Consulting and Planning Services	Meet with city staff to plan deployment	\$300	Oregon Cascades West Council of Governments	Other
Consulting and Planning Services	Install new AEP software on all city computers	\$1,875	of Governments	Other
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		

Planning Subtotal \$2,175

Cyber Service	Exercise / Training Course	Item/Expense	Number Trained	Total Cost	Agency	Discipline
Consulting and Planning Services	Train users - orient them to new software		25	\$225	Oregon Cascades West Council of Governments	Other
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		
				\$0		

Training Subtotal \$225

Cyber Service	Other /Description of Activities	Total Cost	Agency	Discipline
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		
		\$0		

Exercise Subtotal \$0

Equipment Subtotal \$1,675

PROJECT TOTAL \$4,075