

1. City Council Agenda

Documents:

[2020-01-15 City Council Agenda .Pdf](#)

2. City Council Meeting Materials

Documents:

[2019-12-05 City Council Minutes.pdf](#)
[2019-12-18 City Council Minutes.pdf](#)
[2020-01-15 City Manager Excusal.pdf](#)
[2020-01-15 Mid-Coast Water IGA.pdf](#)
[Urban Renewal Agency Annual Report 2018-2019.Pdf](#)
[2020-01-15 Resignation Of Councilor Kerti.pdf](#)
[2020-01-15 Financial Report Ending November 30 2019.Pdf](#)
[Copy Of November 2019 Enterprise Fund PRINT \(002\).Xlsx](#)
[2020-01-15 City Manager Report.pdf](#)
[2020-01-15 Handout C Berdie.pdf](#)
[2020-01-15 Handout J Moore.pdf](#)
[2020-01-15 Handout L Vaaler.pdf](#)
[2020-01-15 Handout L Vaaler2.Pdf](#)
[2020-01-15 Handout T Tice.pdf](#)



CITY OF YACHATS

CITY COUNCIL REGULAR COUNCIL MEETING 441 Hwy 101 N., Yachats Commons, Room 1, Yachats OR

Wednesday, January 15, 2019 at 2:00pm

REGULAR COUNCIL MEETING

- I. Announcements, Correspondence and Proclamations
- II. Public Comment: **Topics not listed on the agenda:** 5-minute limitation per person
- III. Consent Agenda
- IV. New Business:
 - A. Cape Perpetua Collaborative Guest: Tara DuBois and Paul Engelmeyer
 - B. Utility Rate Study Guest: Tim Tice
 - C. Mid-Coast Water IGA
 - D. Presentation of FY19 Urban Renewal Agency Financial Statement
 - E. Resignation of Councilor Kerti
- V. Reports:
 - A. Financial
 - B. Council
 - C. City Manager
- VI. Other Business:
 - A. From Mayor
 - B. From Council
 - C. From Staff

The work session and regular council meeting are open to the public and interested citizens are invited to attend. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. Public meeting minutes are available for review at City Hall. The meeting place is accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 (TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

In accordance with ORS 192.630, City of Yachats will make a good faith effort to provide accommodations for any person desiring to attend a public meeting, if the request is made at least 48 hours in advance of the meeting time. The meeting room is physically accessible to persons with mobility devices; a sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance. Posted January 8, 2020

Yachats City Council Vision

Our village is a place where natural resources are valued and protected, where diversity is celebrated, and where a vibrant economy and sense of community pride create and recreate a living spirit. Yachats cares not just for its citizens' basic needs but also supports them in their efforts to excel mentally, physically, artistically, and spiritually. It is a community with an enduring sense of itself.



CITY OF YACHATS

CITY COUNCIL WORK SESSION & REGULAR MEETING

December 5, 2019

Draft Minutes

I. Meeting Call to Order

Mayor W. John Moore called the December 5, 2019 work session and regular meeting of the City Council to order at 9:30 am in the Multipurpose Room of the Yachats Commons. Council members present: W. John Moore, Max Glenn, James Kerti, Jim Tooke, and Leslie Vaaler. Absent: none. Staff present: City Manager Shannon Beaucaire and Clerk Kimmie Jackson. Audience: 17.

II. Discussion Topics

A. Council and Commission Rules

Mayor Moore recalled Council previously started revising the Council and Commission Rules but delayed that work until the completion of vacation rental work.

1. Council Rules

Mayor Moore reported the Contents section has not yet been updated.

Page 4, Item 1: Change “run the organization” to “administer, supervise, and lead the organization”

Page 5, Item 2.5: Change work session meeting day from Wednesday to Thursday

Page 6, Item 3.1.6: Strike from the last sentence, “and their remarks shall be limited to the question under discussion or agenda items.”

Page 7, Item 3.2.1: Replace “The following items” with “The following actions”

Page 8, Item 3.3: Change to “has adopted the latest edition of Modern”

Page 8, Item 3.2.5: Discussion of posting location. No changes made.

Page 10: Item numbering should be:

3.4.1 Consent Agenda

3.5 Public hearings

3.6 Voting Procedures

3.7 Duty to Vote

3.7.1 Reconsideration of Actions Taken

3.7.2 Absentee Voting

1 Page 10, Item 3.8: Mayor Moore noted he included a statement to request input from
2 Commissions in November before the January goal setting session.
3

4 Page 11, Item 3.8.1: Vaaler suggested deleting the statement about ranking the goals. Kerti
5 favored the idea of having a more modest list rather than prioritizing a long list. Vaaler did
6 not favor limiting the number of goals. Council agreed to strike in the third bullet: "Council
7 shall rank the goals in priority order."

8 Page 11, Item 4.2: In third sentence, change "before the meeting" to "after the meeting"

9 Page 11, Item 4.3: Change the first sentence beginning with, "All agenda packets..." to
10 "City staff will make the best effort to post electronic packets to the City's website and the
11 document library one week before the Council meeting."

12 Page 11, Item 4.3: Delete the second sentence beginning with, "An email will be sent..."
13 Manager Beaucaire suggested Councilors to sign up for notification of packet posting to the
14 website through Notify Me

15 Page 11, Item 4.1: Change heading from "Deadline" to "Public Submission"

16 Page 11, Item 4.1: Change to read, "Public submission of topics for inclusion on future Council
17 agendas shall be submitted to the Mayor and/or City Manager for consideration."

18 Page 14, Item 6.4: Glenn asked to update Administrative Policy 6 to match this language. Mayor
19 Moore indicated they were incorporating the Administrative Policies into the Council Rules
20 so that there would be no need for the Administrative Policy.

21 Page 14, Item 6.1: Vaaler asked for clarification on policy around minor edits. Mayor Moore
22 indicated some changes are made and were then sent to the City Attorney for further
23 revision. Change the last bullet point beginning with, "During public meetings..." to
24 "During public meetings, if Councilors suggest substantive edits to an existing ordinance,
25 amendments to the ordinance shall be prepared and reintroduced."

26 Page 15, Item 6.4: In second sentence of bullet beginning with, "Councilors should never express
27 concerns..." change "about staff performance" to "about staff or contract resource
28 performance"

29 Page 15, Item 6.4: In last bullet point, delete the last sentence, "All emails must be copied to the
30 City Manager for retention purposes." Kerti suggested moving this bullet point to Item 6.1
31 on General Conduct. Council agreed this bullet point should be moved to Item 6.1.

32 Page 15: Add a new section 6.5 Sanctions. Mayor Moore read a paragraph on details of
33 sanctions for violations of these rules. Vaaler suggested an edit on the last sentence where a
34 semi-colon after "allegation" should be a comma. Change "the findings" to "any
35 investigation and findings."

36 Page 15-16: Renumber existing 6.5 to 6.6 and existing 6.6 to 6.7.
37

38 Vaaler asked about who can contact the City Attorney, noting that current rules stipulate only the
39 Mayor and Council President can contact the attorney directly. Mayor Moore noted the other
40 three Councilors have the right to call an executive session on personnel or to add an agenda
41 item. Council agreed that no changes to the document were needed.
42

43 Kerti asked where Exhibit B originated and asked if it was adopted in the August 2018 revisions.
44 Manager Beaucaire explained the memorandum was from 2017-18 and it was adopted though a
45

1 resolution for the Council Rules on August 1, 2018.

2 3 **2. Commission Rules**

4 Mayor Moore noted the contents has yet to be updated.

5
6 Section 3.1: Mayor Moore highlighted the new language on Commissions sending their slate to
7 Council in November for Council appointment in December.

8 Section 3.4.1: Mayor Moore explained there were members of Commissions going to the City
9 Manager about their requests when those requests were not necessarily that of the entire
10 Commission.

11 Section 3.4.1 first bullet: Change “between the Commission and the City Manager/Council” to
12 “between the Commission and the City Manager/Mayor...” Council further discussed the
13 role of Council liaison on the Commissions and Committees. Glenn had concern about
14 speaking for the Council during these other meetings. Minute Taker Anderson clarified that
15 only Commission Chairs are to speak to City Manager or Mayor about Commission
16 business. Manager Beaucaire added that Council will be discussing roles at the goals
17 workshop in January 2020.

18 Section 3.4.1, Bullet 6: In bullet beginning with, “State the nature...” insert the word “suggest”
19 into the phrase as follows, “and if a vote is needed, suggest the language...”

20 Section 5.21: Change “The members of the Commission may receive...” to “The members of the
21 Commission shall receive...”

22 Section 5.14: Change “City Council shall designate a city staff” to “City Manager shall designate
23 a city staff”

24 Section 5.23, Bullet 3: Change “Maximize income” to “Enhance income”

25 Section 5.23, Bullets 9 & 10: Kerti noted the reference to the Village Circulation Plan and asked
26 how that might relate to a future Transportation Safety Plan. Mayor Moore indicated he
27 could review the items addressed to ensure appropriate items were assigned to the Public
28 Works and Streets and Parks and Commons Commissions.

29 Section 5.31, Bullet 3: Change “The members of the Commission may receive...” to “The
30 members of the Commission shall receive...”

31 Section 5.33: Glenn noted there was roles forthcoming from the Emergency Preparedness
32 Committee that falls under Public Works and Streets.

33 Kerti noted the document indicates Public Works and Streets serves as sponsoring Commission
34 for Emergency Preparedness. Kerti suggested they have similar statement for Trails under
35 Parks and Commons. Mayor Moore indicated he would make the change.

36
37 Vaaler recalled when Council was considering revisions to the City Charter, she and Kerti had
38 raised issues around how Council vacancies would be filled. She indicated she provided a draft
39 to the Mayor about what she was suggesting. Mayor Moore reviewed what the Charter currently
40 stated. Mayor Moore indicated he has asked the City Manager to get an opinion from the
41 attorney about a situation where three Councilors become unavailable so that there would be no
42 quorum to appoint replacements.

43
44 Mayor Moore closed the work session at 10:43 am.
45

1
2 **REGULAR MEETING**

3 Mayor Moore opened the regular meeting of the City Council at 10:50 am.
4

5 **III. Announcements, Correspondence and Proclamations**

6 Glenn announced that Breakfast with Santa will be on Saturday, December 7, 2019 at the Lions
7 Club at 9:00 am.
8

9 Mayor Moore announced the City Tree Lighting ceremony will be at 5:00 pm on Friday,
10 December 6, 2019.
11

12 Vaaler announced that the Little Log Church was having a reading of A Child's Christmas in
13 Wales at 7:00 pm on Friday, December 6, 2019 and a classical guitarist concert at 7:00 pm on
14 Saturday, December 7, 2019.
15

16 Kerti announced the Annual Solstice Bonfire will be at 4:30 pm on Saturday, December 21,
17 2019.
18

19 Tooke stated the Yachats Presbyterian Church had a fundraising event for the Food Pantry that
20 featured the Eugene Glee Men.
21

22 Ginny Hafner announced the Presbyterian Church will be having their holiday concert on
23 Sunday, June 9, 2019.
24

25 **IV. Public Comment (topics not on the agenda)**

26 1. Carol Klopfenstein (Gridley IL) had concern about a property at 696 Pacific View Drive. She
27 noted this property has been used by the Apostolic Church. She indicated the church wanted to
28 form a nonprofit to manage the property. She wanted to clarify how this property would fit with
29 the City's vacation rental regulations. She indicated their attorney asked for a written statement
30 that the church would not be subject to the vacation rental regulation.
31

32 Vaaler asked for clarification on monetary remuneration for staying at the cabin. Klopfenstein
33 indicated there was a suggested donation, and she did not think had not been paying any transient
34 rental taxes. Vaaler read from the church's website about the mission of the cabin and clarified
35 this was an accurate description of the use of the cabin.
36

37 Glenn indicated he had a question as to whether being a nonprofit exempted a property from
38 being a vacation rental. Glenn asked if the church could provide a financial statement on
39 revenues received and how that money was expended.
40

41 Mayor Moore indicated Council would discuss this matter at either the second December
42 meeting or the first January 2020 meeting.
43

44 **V. Proclamations**

45 Mayor Moore read a proclamation noting the recent passing of Barbara E. Frye and honoring her
46 for her service and dedication to the community and her profession. He indicated all flags in the

1 City of Yachats be flown at half-staff beginning at sunrise on Friday, December, 6, 2019 and
2 ending December 6, 2019.
3
4

5 **IV. Public Comment - continued**

6 2. Nathan Bernard (Yachats River Road) recalled the Council had previously had a goal of
7 working with agencies on promoting tourism. He noted he recently attended a tourism
8 conference for the Central Coast region and noted there was no City representative at the
9 meeting. He indicated Jesse Dolan has been the lead for this group. He noted a goal for energy
10 saving measures and asked if there had been any progress on assessing energy efficiency for the
11 City. Manager Beaucaire indicated CLPUD did an audit for the City buildings and noted
12 Ameresco was a possible resource if additional work was needed. Bernard asked if there had
13 been progress in acquisition of or protection of the watershed. Mayor Moore indicated there
14 were other agencies working in this area. Tooke reviewed some of the recent work by the Mid-
15 Coast Water Partnership. Manager Beaucaire stated the City was working on its water master
16 plan. Bernard asked if anything had been done about emergency ingress/egress and asked that
17 the multiple east routes out of the City be included in any planning. Mayor Moore stated he
18 planned to discuss this issue with the Emergency Preparedness Committee in the coming year.
19 Bernard offered to lead tours of the eastern exit routes.
20

21 **VI. Consent Agenda**

22 No consent items
23

24 **VII. New Business**

25 **A. Receive FY Audit, FY17 & FY19 URD Audit**

26 The City's auditor, Teresa Hanford, handed out three audit reports for the City FY19, the URD
27 FY17, and URD FY19.
28

29 Hanford referred to pages 4-5 in the URD FY17 audit report and noted the opinion indicated it
30 was unmodified, which was the desired result. She noted on page 22 there were no findings of
31 problems or inaccuracies.
32

33 Hanford noted the opinion was unmodified for URD FY19. She noted on page 12 that was a
34 positive net change of over \$100,000. Vaaler clarified that the City could try to combine
35 expenses for multiple years so that annual audits were not required. Hanford stated this policy
36 was appropriate.
37

38 Vaaler noted the report indicated the accounting was based on a modified cash basis, but that
39 was not one of the acceptable standards. Hanford reported there were more cities going to a
40 modified cash basis because it more closely mirrored the budget and was easier to understand.
41 Hanford stated it was her understanding they would go back to GAAP compliant accounting in
42 the next year.
43

44 Hanford noted on page 8 of the City's FY19 audit that the opinion was unmodified. She
45 highlighted two positive findings on page 11: 1) There was a \$1.9 increase of net position and 2)
46 there was an increase of \$137,000 in the General Fund. She highlighted on page 75 on

1 compliance and internal controls that controls have improved and the City had progressed from
2 two to one significant finding. The one finding (page 77) was typical for smaller cities.

3
4 Vaaler asked about the decrease in liabilities. Hanford suggested some of this change could be
5 due to the change in accounting systems. Vaaler clarified the reasons for the net position
6 increase was due to both property values and the change in accounting. Hanford explained other
7 differences that come from transitioning from GAAP to modified cash systems.

8
9 Manager Beaucaire explained that Resolution 2019-101 included the information that the City
10 needed to file with the State regarding the one finding in the audit report.

11
12 Vaaler asked about the statement, “As auditors, we were requested...” which was not consistent
13 the resolution being a statement from the Council. It was noted the entire whereas clause was a
14 direct quote from the audit report.

15
16 Glenn moved to approve Resolution 2019-101 adopting a plan of action and response to the audit
17 findings of the auditor’s report for fiscal 2018-2019 financial statements: Aye – 5; No – 0.

18 19 **B. RES 2019-94 Commission Appointments**

20 Mayor Moore read Resolution 2019-94, noting the date change from December 18 to December
21 5, 2019

22
23 Tooke moved to approve Resolution 2019-94 on Commission reappointments: Aye – 5; No – 0.

24 25 **C. Gimlet Emergency Access**

26 Manager Beaucaire reviewed the situation with the gates on Gimlet Lane. She highlighted this
27 section of Gimlet was never intended to be for vehicular access. She explained the current
28 recommendation was to keep the road under the homeowner’s association and install signage
29 indicating it was a private road. Vaaler reported she reviewed boxes of materials and reviewed
30 the documents with the City Manager.

31
32 Vaaler moved that: 1) the City erect signage on city property at locations and with verbiage
33 determined by the City Manager taking into account the recommendations from the City
34 Attorney and Public Works indicating that the portion of Gimlet Road not accepted by the City is
35 private and steep and that caution is needed and that one proceeds at one’s own risk; 2) the City
36 turn over keys to the yellow gates to the Blackstone Homeowners Association; 3) the City
37 Manager is instructed to have her staff continue working on obtaining utility easements for City
38 Access; and 4) The City encourages the Blackstone Homeowners association to work with the
39 Yachats Rural Fire Department to encourage safety, including ensuring the Fire Department has
40 up-to-date keys for any locks: Aye – 5; No – 0.

41 42 **VIII. Other Business**

43 **A. From the Mayor - none**

44 **B. From the Council – none**

45
46 **C. From Staff**

1 Manager Beaucaire reported that they had a teleconference with the individual now overseeing
2 the ODOT Quick Response Program. She reported this person had questions as to whether the
3 projects were appropriate for the Quick Response Program and will get back to the City on the
4 appropriateness of the projects.

5
6 Mayor Moore adjourned the meeting at 11:44 am.
7
8

9 ATTEST:

10
11
12
13
14 _____
15 W. JOHN MOORE, Mayor
16
17

Shannon Beaucaire, City Manager

18 _____
19 Date



CITY OF YACHATS

CITY COUNCIL MEETING

December 18, 2019, 2019

Draft Minutes

Meeting Call to Order

Mayor W. John Moore called the December 18, 2019 regular meeting of the City Council to order at 2:00 pm in Room 1 of the Yachats Commons. Council members present: W. John Moore, Max Glenn, James Kerti and Leslie Vaaler. Absent: Jim Tooke. Staff present: City Manager Shannon Beaucaire, Clerk Kimmie Jackson, and Water Treatment Plant Lead Rick McClung. Audience: 18.

I. Announcements, Correspondence, and Proclamations

Mayor Moore read a proclamation in appreciation of those who helped set up the City's holiday tree.

Mayor Moore announced the Winter Solstice Bonfire is at 4:30 pm on Saturday, December 21, 2019 at the Pavilion.

II. Public Comment

1. Candy Neville (Eugene, Aha Lodge) asked the Council to be diligent in monitoring themselves and to be more transparent.

III. Consent Agenda

A. November 7 and 20, 2019 Minutes

Councilor Vaaler moved to approve the consent agenda: Aye – 5; No – 0.

IV. New Business

A. Ocean View Drive

Lincoln County Counsel, Wayne Belmont, summarized that the properties on Marine Drive and Aqua Vista Loop were purchased with 804 settlement monies in 2003 to establish a continuation of the 804 Trail. He highlighted the properties could be sold as long as the easements for the Trail remained and the proceeds from the sale went back to the settlement fund. The properties were purchased for \$62,000 (now valued at \$61,500) and \$50,000 (now valued at \$51,300). Vaaler clarified that the State only provided resources for the purchase process and was not a party to the settlement agreement now. Belmont indicated the County has created the easements on the properties. Vaaler clarified that the properties could be used for open space and the values Belmont quotes took into account the easements.

1 Belmont stated the balance in the 804 Mitigation Fund was approximately \$120,000 and they
2 were looking for ways to spend the monies. Vaaler asked if these monies could be applied to the
3 proposed boardwalk for the 804 Trail in the area closer to Highway 101. Belmont indicated
4 there might be disagreement as to whether this money could be used for that purpose. He stated
5 the County, the City, and some interest groups were the parties who must approve the
6 expenditures. Belmont indicated Fran Beck, from Friends of the 804, was the local contact who
7 oversaw the local interest groups. He indicated Oregon Shores and the other local interest
8 groups deferred their power to the Friends.

9
10 Vaaler reported the Ocean Shores Permit Coordinator from OPRD had concern about who would
11 bear the cost of repairing the damage to the rip rap. Belmont stated he spoke with Roy Kinion
12 for Lincoln County Planning about the matter and Kinion indicated there was no work that
13 needed to be done.

14
15 Councilor Glenn clarified that the County would be willing to conduct the sale of the properties.

16
17 Councilor Kerti asked about the qualifications for projects to use the 804 mitigation funds.
18 Belmont explained oceanfront property was, in general, too expensive to purchase and indicated
19 he would contact the local interest groups to ascertain whether they would support the boardwalk
20 project.

21
22 Belmont asked for clarification from as to whether they wanted to sell the properties now.
23 Mayor Moore added that the City purchasing the properties at this time would not be the most
24 prudent use of resources.

25
26 Vaaler asked what the wide of the easement was. Belmont indicated he would need to look at
27 setback requirements in the City code.

28
29 Glenn moved to request the County to sell the lots on Marine Drive and Aqua Vista Loop with
30 the Trail easements maintained and to put the proceeds into the 804 Mitigation Fund: Aye – 4;
31 No – 0.

32 33 **B. PERS Employer Incentive Fund Update**

34 Martha Jirovec, OCWCOG Financial Manager, reported they submitted the application one hour
35 after the submission opened and Yachats was 22nd on the waiting list. Due to not getting the
36 funding, she was pushing the date for adding to the fund to July 31, 2020. She noted the City
37 could still put monies into the fund without the match. Jirovec indicated they put in a request for
38 \$100,000 knowing that they did not have to put up that maximum amount. Manager Beaucaire
39 clarified if they put in the money in 2020, they would receive the PERS reduction in 2022.
40 Belmont stated only the Police Force were PERS employees, they were 29th on the wait list, and
41 they applied for \$300,000. He indicated they were going to go ahead and put up the money now.
42 He was optimistic that additional funding would be made available, in part from the changes in
43 organized gambling laws with sports.

44
45 Jirovec explained the Financial Reports and noted they had yet to make transfers to/from reserve
46 accounts and they would be adding the numbers from the auditors. She highlighted:

- 47 1. Wages and benefits were apportioned to the relevant funds

2. Wages and benefits were slightly lower than expected (5-10%)
3. Contract labor was slightly high (5-8%)
4. Marijuana Tax from OLCC was higher than expected

She indicated they will be working with the URD audit to get the appropriate numbers included. She would be reviewing about 20 accounts that seemed slightly high. She anticipated everything would be complete by the next meeting.

Vaaler clarified that these adjustments would not impact the audit for the next year. Jirovec explained some of the adjustments were over issues like whether a drill bit is applied to tools or parts and whether it is applied to both the sewer and water plants or just one. Manager Beaucaire stated they were trying to make charges more transparent. Manager Beaucaire noted the mowing and grounds line was high due to the inclusion of the summer months. She also indicated there were more trees that needed removal and she had asked the Public Works and Streets Commission to draft a policy for tree removal.

C. Discussion of Nonprofit Request for Exception from YMC 4.08 on Vacation Rental Licenses

Mayor Moore summarized that the Apostolic Christian Churches was asking to be exempted from needing a vacation rental license. He reported City Attorney had advised that the use pattern of the cabin made it a vacation rental regardless of whether they charged money for a stay. Glenn reported that the minimum fee they were suggesting was \$150 and that they were advertising the cabin to all of its national members, which makes it a public group, albeit restricted. He noted the cabin started with two members, then opened to the Oregon membership, and now to the national membership. Kerti indicated he heard from two citizens who did not support this exception.

Kerti asked if the software solutions Manager Beaucaire had previously proposed for monitoring vacation rentals would address these types of rentals not advertised through the major rental organizations. Manager Beaucaire indicated the software would not find this type of rental.

Vaaler noted the survey on the Church's website indicated they were looking at renovations upwards of \$400,000, which implies the plans were for much more than maintenance.

Glenn moved to decline the request from the Apostolic Christian Church to make an exemption for Restless Surf property, to resolve use of the property makes it a vacation rental according to City code, to require that a vacation rental license be obtained for the property, to cancel current reservations, and to not allow future reservations until a vacation rental license has been obtained: Aye – 4; No – 0.

D. Vacation Rental Waiting List

Mayor Moore recalled that Council was divided on when to start the vacation rental list. Mayor Moore suggested the Council look at the matter in February 2020 when they have a firm number on the number of existing vacation rentals. Manager Beaucaire asked the Website Manager, Helen Anderson, if there was a technological way to take applications. Anderson explained the website has the ability to create forms that could serve as an application. She noted the information is stored until it is manually deleted and can easily be exported to a spreadsheet.

1
2 Vaaler suggested delaying this discussion until Councilor Tooke was present as he had a strong
3 opinion on the matter. Vaaler wanted to ensure that potential licensees get ample notice of the
4 process and start of receiving applications. Vaaler and Kerti agreed to address this matter at the
5 first February meeting in 2020.
6

7 **IV. Public Hearing**

8 **A. Yachats Municipal Code Section 4.08 Vacation Rental Licenses**

9 Mayor Moore opened the public hearing on section 4.08 on vacation rental licenses at 3:00 pm.
10

11 Mayor Moore recalled Council had previously agreed to remove the cap on vacation rentals in
12 zones R-4 and C-1 but the City Attorney had legal concerns about that action. He stated
13 Ordinance 364 presents all of the changes except from the cap changes and the conditional use
14 requirement in residential zones.
15

16 Manager Beaucaire indicated Council needed to decide on the penalty levels for various
17 infractions for section 4.08.060. Vaaler noted that citations involve a court and wanted to know
18 the cost of a court, highlighting that they did not want to assess a \$100 fine for a court that cost
19 \$200 to conduct. Manager Beaucaire explained there was a cost for the judge (\$125 per hour)
20 and recording the matter. Manager Beaucaire also noted the fine must be related to the cost of
21 the infraction, such as a \$600 fine for a Class B infraction corresponded to the cost of a license.
22 Vaaler clarified that the current language stipulates the fine is applied to each day of infraction.
23

24 Manager Beaucaire stated 4.08.030 a through p are the standards that could be classified into
25 infraction classes. Manager Beaucaire stated the current code stipulates any violation in section
26 4.08 would fall under the \$1,000 per day fine. Vaaler suggested removing 4.08.060.D for Class
27 D infractions and rewording 4.08.060.B to incorporate all violations of Chapter 4.08.
28

29 Kerti did not see the advantage of creating a civil penalty when a license could be revoked if
30 there were three citations within 12 months. Manager Beaucaire stated the Attorney was
31 suggesting that fines for infractions be consistent with Chapter 1.12 which identifies four classes.
32 He had concern that the existing code had a fine that was excessive. Manager Beaucaire
33 understood the Attorney to be suggesting one level of fine for operating without a license and all
34 other violations of 4.08 be subject to a lesser fine amount. Kerti thought amassing large fines for
35 minor infractions was too aggressive. Kerti clarified there had been no fines assessed within the
36 last two years, but there was one three years ago.
37

38 Glenn clarified that there was language for a fine for not providing the name of a local contact
39 person.
40

41 Vaaler asked if there was an issue with selective enforcement if they had the fine but did not
42 enforce it. Manager Beaucaire stated unequal application of the rules always presented an issue
43 with selective enforcement. Vaaler indicated she was not ready to proceed with her previous
44 suggestion. Kerti indicated having this level of penalty could contribute to the perception that
45 the City was unreasonably punitive. Manager Beaucaire noted section 1.12.090 allows a judge to
46 adjust the fines.
47

1 Vaaler suggested that they address the violations criteria. Manager Beaucaire noted that
2 violation was not defined in the ordinance. Vaaler and Kerti wanted to incorporate clearer
3 language for a violation.

4
5 Mayor Moore suggested Council revisit the violation issue at the January 2, 2020 meeting.

6
7 Edits:

- 8 1. Council previously had indicated a change to 4.08.030.D (last line) to indicate a list of
9 violations may be requested, not must be provided.
- 10 2. Kerti recalled that Council had discussed what constitutes a parking spot, and
11 4.08.030.H did not reflect that discussion.
- 12 3. Vaaler noted the parking space size was 18 feet, not 20 feet. She also noted Dahl did
13 not have bear-proof garbage cans available and the 9.08.0303.I required a bear-proof
14 mechanism.
- 15 4. Council agreed to change the language to read, "...garbage receptables shall be
16 provided and must have a bear-proof mechanism if available."
- 17 5. 4.08.040: Currently indicates, "The license may be renewed annually if all standards
18 are met." 6. Vaaler asked if this statement required the City to renew the license.
19 Manager Beaucaire indicated that any change to the standards or cap in the future
20 would need to go through the hearing process. Vaaler asked about grandfathering,
21 and Manager Beaucaire indicated that would be up to the Council.
- 22 7. Change "goyachats.com" to "access through the City website."

23
24 Glenn suggested they keep the cap at 125 and not distinguish between the zones because of the
25 complexity. Kerti suggested that this approach might be prudent for now but wanted to consider
26 the option open to further discussion. Vaaler agreed to keep the current cap.

27
28 1. Wayne Belmont indicated the County is having similar issues with vacation rentals.

29
30 2. Susie Kelly (Koho) did not believe an unlimited cap for R-4, which includes Koho, was
31 appropriate for their residential setting.

32
33 3. Jamie Michelle (Sweet Homes) reported she was seeing reports of cases being won in is
34 appeals courts, noting specifically that courts were in disfavor of regulations that had greater
35 restrictions for one class relative to what was already covered in regulations elsewhere in the
36 code. She suggested that a violation would be when a property manager or owner does not
37 respond to a request. She was disheartened to hear that Council might not want to take up an
38 issue because it was too complicated. Mayor Moore stated the Council's concern was
39 minimizing

40
41 4. Steven LaSky (2040 and 2080 Overleaf Loop) asserted that the City was over-governing and
42 wanted to know what the problem was that led to the restrictions. He asked if any studies were
43 done. He elaborated on problems with the cap and the positive aspects of vacation rentals.

44
45 5. Mayor Moore clarified with an audience member that the Council consensus was to keep the
46 cap at 125 for all zones and to not have vacation rentals be a conditional use.

1 Glenn moved to leave the city-wide vacation rental cap at 125, to not distinguish caps between
2 zones, and to not establish a conditional use in residential zones: Aye – 4; No – 0.
3

4 Kerti asked for clarification on what this motion applied to. Mayor Moore indicated it was for
5 the language in the draft Ordinance 364.
6

7 Mayor Moore closed the public hearing at 3:54 pm.
8

9 **VI. Reports**

10 **A. Financial Report** – addressed earlier 11

12 **B. Council Reports**

13 Mayor Moore reported:

- 14 - Attended League of Oregon Cities Small Cities meeting in Toledo on November 21
- 15 - Attended Oregon Coastal Zone Management Association meeting in Florence on
16 December 3
- 17 - Gave a State of the City presentation to the Rotary Club of Florence on December 3
- 18 - Became a member of the Emergency Preparedness Committee
- 19 - Led the countdown to light the holiday tree on December 5
- 20 - Judged the Mayor's Show at the Visual Arts Center in Newport on December 11
- 21 - Opened the winter celebration at the Little Log Church
- 22 - Hosted the appreciation party for staff and volunteers
23

24 Glenn reported he attended the board meeting of Oregon Cascades West Council of
25 Governments. He noted OCWCOG was considering merging with the Community Services
26 Coalition.
27

28 Kerti reported he will be attending the Parks and Commons Commission meeting as the Council
29 liaison. He reported the Commission was feeling frustrated with communications. He indicated
30 the Commission wants clearer identification of their responsibilities. Mayor Moore indicated he
31 met with the Chair of the Parks and Commons Commission twice this past month.
32

33 Vaaler reported she attended the Public Works and Streets Commission meeting as the Council
34 liaison and reported that Ann Stott resigned from the Commission. She highlighted Public
35 Works found a major leak on E 2nd Street and learned how to better use their equipment from the
36 professional leak detector. She noted the Commission spent considerable time going through the
37 new financial reports and would be drafting a policy on tree removals.
38

39 **C. City Manager Report**

40 Manager Beaucaire highlighted:

- 41 - The City received a letter from ODOT indicating the projects the City was interested in did
42 not fit the eligibility requirements of the Quick Response Program and were more suited
43 to a Transportation Safety Plan (TSP). She will be pursuing the grant to support
44 conducting a TSP.
- 45 - The City received plans for City Hall located in the 501 Building, and she will be sending
46 those plans to the USDA for their review as part of the granting process.
- 47 - The City received \$1,000 from DLCD for planning projects.

- 1 - Her Manager's Report had photos of root clumps found in the sewer lines.
2 - Matt Phillips has been doing an excellent job at Code Enforcement. She noted the
3 temporary position was advertised at 20 hours per week but she hired Phillips for 40 so
4 he could cover his rent. She reported Phillips indicated that outside of the major tasks he
5 was catching up on, the work was seasonal and he had only received 20 complaints. She
6 is talking to other cities about shared services and exploring creative in-house solutions.
7
8

9 **VI. Other Business**

10 **A. From Mayor** – none
11

12 **B. From Council**

13 Kerti asked that Council get input from the attorney before they discuss significant possible
14 changes to the code so as to not set expectations that cannot be met.
15

16 Kerti clarified that the public hearing on vacation rentals would be continued on January 2, 2020.
17

18 **C. From Staff** - none
19

20 Linda Johnson (Koho) asked why the USDA was providing a grant to move City Hall. Manager
21 Beaucaire indicated the USDA has a program to help development in rural communities.
22

23 Jamie Michelle clarified Ordinance 364 was still in process.
24

25 Duke Tracy asked if the attorney's comments on vacation rentals was posted. Manager
26 Beaucaire indicated the memo would be posted as part of the meeting packet.
27

28 Mayor Moore adjourned the meeting at 4:10 pm.
29

30 ATTEST:
31
32
33

34 _____
35 W. JOHN MOORE, Mayor
36
37

Shannon Beaucaire, City Manager

Date: _____



DATE: January 15, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Excusal of the City Manager for the February Council Meetings

Section 33(e)(1) states that the City Manager must attend all council meetings unless excused by Council.

Last month I learned that I will require some time for a medical procedure that will take me out of the office from January 24 until approximately February 14. I will be available by phone and email. Team members are being prepped to take on leadership of specific projects in my physical absence and I will check in with them regularly. I will also do everything possible to minimize my physical time out of the office.

At the time I am asking to be excused from the February Council meetings. I will likely be returned, at least part-time, for the second meeting. Kimmie Jackson will work closely with Council to prep both February meetings.



DATE: January 15, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Mid-Coast Water Conservation Consortium Intergovernmental Agreement

For the past year, a working group, including Councilor Tooke, associated with the Mid-Coast Water Planning Partnership has discussed ways to work collaboratively to provide education outreach and consistent messaging regarding water conservation. These water providers include Seal Rock Water District and the cities of Lincoln City, Waldport, Yachats and Newport. An intergovernmental agreement has been drafted for consideration by these partners. Seven priorities are established for the FY20-21 Work Year.

The partners to this coalition discussed initiating this process beginning July 1, 2020. With the dry weather on the coast, there is a desire to move this date forward so some of these conservation methods could be put into place for the summer of 2020. The City of Yachats appropriated \$700 for the consortium conference and \$4,000 for the Mid-Coast Water partnership program in the FY20 budget cycle. The proposed cost for each member for FY21 is allocated in the attached report, with the City of Yachats being responsible for \$1,500 of the \$40,000 budget.

Recommendation: I recommend that the City Council consider the following motion:

I move to approve an intergovernmental agreement for the creation of the Mid-Coast Water Conservation Consortium and authorize the City Manager to execute the agreement on behalf of the City of Yachats.

Alternatives: Do not enter into the agreement at this time, or as suggested by the City Council.

**Intergovernmental Agreement
Of
The Mid-Coast Water Providers Conservation Consortium**

October 2019

MID-COAST WATER CONSERVATION CONSORTIUM

This Inter-Governmental Agreement is entered into by and among the undersigned municipalities, districts, and _____, [sds1] hereinafter called "Participants," to establish and operate a conservation consortium for water providers located in the Oregon Mid-Coast region.

RECITALS

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and that the agreement may provide that such functions and activities may be performed by an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to and acting on behalf of the units of local government that are parties to the agreement; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an inter-governmental agreement; and [sds2]

WHEREAS, the Participants recognize that Mid-Coast water supplies are precious and limited and are vulnerable to drought, tsunamis, natural disasters, growing demands, and infrastructure failures; and

WHEREAS, the Participants desire to enter into an inter-governmental agreement in order to implement water conservation and water curtailment activities in a more coordinated and effective manner; and [sds3]

WHEREAS, all the Participants of this Agreement recognize that their respective organizations and customers can benefit from cooperative and coordinated water conservation outreach; and

WHEREAS, all the Participants of this Agreement recognize that their respective organizations and customers can benefit from cooperative and coordinated curtailment planning and outreach; and

WHEREAS, the Participants recognize that collaboration and cooperation improves the Participants abilities to address current and future water supply challenges, and thereby, enhances water supply resiliency;

Now, Therefore, the Participants agree as follows:

Section 1. Definitions

For the purposes of this agreement the following terms shall be defined as follows:

"Agreement" - This document and any authorized amendments thereto.

"Consortium" - Shall mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Board" - Shall -mean the Board of Directors established by Section 9 of this Agreement, consisting of one representative from [the governing board or council of [sds4] each Consortium Participant.

"Consortium Funds" - Consortium funds shall consist of all dues, voluntary contributions, grant monies and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

Section 2. Establishment of the MWCC

There is hereby created an intergovernmental entity to be known as the Mid-Coast Water Conservation Consortium ("MWCC").

Section 3. Purposes

The general purposes of the Consortium are as follows:

- A. To coordinate and to augment water conservation outreach in the Mid-Coast region;
- B. To coordinate water curtailment planning, outreach, and implementation;
- C. To fund and/or support water conservation public outreach and education activities;
- D. To fund and/or support water curtailment planning and implementation, including public outreach activities;
- E. To provide a forum for the discussion of water conservation and water curtailment;

Section 4. Cooperation and Participants' Retained Authority

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing organizational structure and decision-making process contained herein, the Consortium is authorized to:

- A. Adopt by-laws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including budgeting, finance, accounting, reporting, meeting arrangements, voting procedures, election of officers of Consortium component boards or committees, notice procedures, procedures for execution of contracts.
- B. Adopt and implement an annual work plan and budget;
- C. Collect regular dues from Participants to support the activities of the Consortium in amounts established as provided herein;
- D. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with the Consortium purposes;
- E. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;

- F. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds or utilize the accounts and processes of Participants for such purposes under appropriate agreements;
- G. Execute contracts to obtain goods and services and to enter into arrangements whereby Participants may contract on behalf of the Consortium to obtain goods and services;
- H. Execute intergovernmental agreements;
- I. Establish procedures for managing its own staff, if desired, including hiring, development, compensation, and termination;
- J. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff, as needed;
- K. Establish procedures and criteria whereby other units of government or entities may become Participants of the Consortium subsequent to the effective date of this Agreement;
- L. Take other actions within the powers specifically granted to the Consortium in this section to carry out the purposes stated in Sections 3 and Section 5 subsections A through K above.

Section 6. Participants

- A. Initial Participants. The initial Participants and signatories to this Agreement include the Cities of Lincoln City, Newport, Waldport, Yachats, and Seal Rock Water District;
- B. Additional Participants. The Consortium Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in its by-laws or may allow new Participants to join on a case by case basis. Provided, however, that in all cases, no new member may join the Consortium without the affirmative vote of a majority of the Board. Additional Participants shall be allowed to join the Consortium only at the beginning of a fiscal year.
- C. Withdrawal. Withdrawal. Any Participant may withdraw from Consortium at the end of a fiscal year. To the extent it is able to do so, any Participant intending to withdraw from the Consortium shall endeavor to provide written notice to the Chair of that fact prior to February 1 and the approval of the Consortium's next fiscal year's budget. Withdrawing Participants shall be responsible for dues for the entire fiscal year during which withdrawal occurs.
- D. Voting Rights. Voting rights on the Board will be extended only to Participants and shall be limited to one vote per such Participant.

Section 7. Dues

- A. Each Participant of the Consortium shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues for each Participant shall be established annually by the Board based on the Annual Work Plan and Budget. Participant dues shall fall within tiers related to such factors as the number of connections, population size, and water demands of the Participant relative to other Participants.
- C. If any Participant becomes unable to pay its annual dues obligation for reasons of financial constraint, the Board may negotiate a payment schedule with that Participant.
- D. A Participant that fails to pay its assigned dues by September 1 or a time otherwise established by the Board pursuant to Section 7.A. and Section 7.C. shall be automatically removed as a Consortium Participant.
- E. Budget reserves resulting from any prior fiscal year may be used to offset dues of Participants in subsequent fiscal years, as available and approved by the Board.

Section 8. Work Plan and Budgeting

- A. By February 1 of each year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's Annual Work Plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7, taking into account any grants or non-dues funds available to the Consortium, and a table apportioning the dues to each Participant.
- C. The budget may include special studies that will be funded by fewer than all of the Participants on a voluntary basis.
- D. The Board may amend the budget and the work plan at any time during the year as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditure(s), such as grants or non-dues funds contributed by Participants.

Section 9. Consortium Board

- A. The Consortium Board shall be made up of one representative staff member, board member, or council member appointed by each Participant. Each Participant shall also appoint an alternate representative staff member, board member, or council member to serve in the absence of the primary representative. Provided, however, that if the Board Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.

- B. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) set Consortium policy; (3) approve new Participants; (4) recommend water conservation and water curtailment planning and regional cooperation actions to Participants' governing boards or councils^[sds5]; (5) recommend to the governing boards or councils^[sds6] of the Consortium Participants amendments to this Agreement; (6) adopt by-laws; (7) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish Consortium's purposes as established in Section 3 of this Agreement.
- C. Upon its first meeting, the Board shall elect a temporary Chair and Vice-Chair and shall proceed within three months thereafter to adopt such by-laws as it deems advisable, consistent with this Agreement. Consistent with the terms of this Agreement, the by-laws shall, at least, (1) establish the offices of Chair and Vice-Chair and determine their terms, their general duties, and the method for their election; (2) establish how the Participants' governing boards or councils^[sds7] shall notify the Consortium of their appointment of Board members and alternates; (2) establish a method to allow additional entities to apply for membership; (3) establish a method to determine timing of meetings, provided that the Board must meet at least once a year; (5) establish a method whereby the Board can create subcommittees of the Board and other advisory committees or bodies to assist the Board in conducting its business.
- D. Unless specified otherwise in this Agreement or the bylaws, Board actions must be approved by a vote of a majority of the Board members present and eligible to vote at a meeting at which a simple majority of the Board is present.

Section 10. Fiscal Agent

The Board shall designate a fiscal agent for the Consortium among its Participants, unless authorized from the Consortium Board.

Section 11. Dispute Resolution

Disputes among the Participants shall, if possible, be resolved through the use of a mandatory, binding dispute resolution mechanism established by Consortium Board in the by-laws. However, the issues subject to this dispute resolution mechanism shall be limited to interpretation of the terms of the Agreement. No issues related to water supply development or program development by individual members will be raised as part of this dispute resolution mechanism.

Section 12. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a majority vote of the Board.

Section 13. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant

in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board.

Section 14. Indemnification

To the extent permitted by the Constitution and laws of Oregon relating to units of local government and subject to the limitations of ORS 30.265 to 30.300, each Participant shall indemnify, defend and hold the others harmless from any liability arising from that Participant's negligence in connection with Consortium activities including but not limited to acts or omissions of the Participant's officials, employees, and agents.

Section 15. Oregon Law and Forum

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Lincoln County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

Meetings of the Consortium Board and any subcommittees of those bodies shall be considered open meetings as provided by law.

Section 17. Agreement Amendments

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing board or council[sds8], as the case may be, of every Participant.

**Mid-Coast Water Conservation Consortium
Annual Work Plan and Budget (FY 2020-2021)**

Task	Description	Estimated Budget
Establish logo/brand	Establish a logo, brand, and branding guidelines for the Consortium	\$ 7,350
Consortium Website Development	Develop a website that is mobile phone friendly and easy for the Consortium to manage; Develop text and links to other relevant conservation sites and obtain photos for the website	\$ 15,135
Strategic Planning	Develop a Strategic Plan, which includes: a mission statement; Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis; guiding principles/values; focus areas and strategic initiatives, implementation and evaluation strategies. Includes time for one longer meeting.	\$ 5,920
Annual Work Plan and Budget	Develop a document identifying activities for FY 2021-2022 and the associated budget in coordination with the Consortium Board	\$ 1,505
Water Conservation Outreach to Customers	Develop content for Consumer Confidence Reports; develop two newsletter articles	\$ 1,335
Water Provider Outreach: Recruitment Document and Mutual Aid Document	Develop a document about resources that water providers can access for such issues as leaks; Develop a one-page front and back flyer describing the Consortium and inviting water providers to participate; Communications with Interested Water Providers	\$ 2,045
Project Management and Meetings	Project management, eight two-hour meetings	\$ 6,647
Total		\$ 39,937



Water Solutions, Inc.

Memorandum

To: Adam Denlinger of Seal Rock Water District

Cc: Stephanie Reid of the City of Lincoln City, Scott Andry of the City of Waldport, Tim Gross of the City of Newport, Jim Tooke of the City of Yachats

From: Suzanne de Szoeka

Date: October 14, 2019

Re: Summary of Consortium Research and Analysis

In accordance with the Mid-Coast Water Conservation Consortium-Initial Development scope of work (executed April 23, 2019), GSI Water Solutions, Inc. (GSI) conducted research and analysis into elements needed to operate a water conservation consortium. The findings of this research, results of analyses, and feedback received are summarized in this memo and attachments.

To review, GSI proposed to investigate:

- Current water conservation activities of water providers in the Mid-Coast,
- Existing Water Management and Conservation Plans (WMCPs) of water providers in the Mid-Coast and WMCP requirements,
- Potential water conservation services (including services that address WMCPs requirements) and drought response services provided by the consortium (i.e. work plan),
- Administrative operations and needs,
- Membership requirements and member participation,
- Estimated costs,
- Funding mechanisms, and
- Governance structures - Intergovernmental agreements, etc

GSI discussed information from its investigations with Seal Rock Water District and the cities of Lincoln City, Waldport, Newport, and Yachats (referred to as the "Group" in this memo) at Municipal/Water District meetings and by email.

Attachment B presents a more detailed list of cost considerations. The Fiscal Agent for the Consortium will likely already be covering some of these operational needs as part of its own operations, Consortium operations and dues will address some operational needs, and contractors hired for the Consortium can address other operational needs.

Funding mechanisms

GSI researched the methods that the RWPC and CRWP use to fund their organizations. The RWPC uses dues to cover expenses, and these dues are currently based on member's share of the total number of retail customers and share of the total average daily retail water use in mgd in the prior year. The CRWP uses grants and dues to cover the expenses, and these dues are currently based on proportional water use from the Clackamas River adjusted to reflect limited participation of some participating water providers.

GSI initially analyzed the percentage and dollar share of a \$20,000 and a \$40,000 budget based on three categories (connections, population served, and demand) to provide perspective on potential dues under those scenarios. The Group stated to use a \$40,000 budget and requested a tiered dues structure informed by those three factors. GSI proposed four tiers, with Tier 1 being the largest water providers, Tier 2 being mid-sized water providers, Tier 3 being small cities and water utilities, and Tier 4 being the smallest water providers. Attachment C presents the proposed dues structure. The Group indicated that it felt comfortable with this tiered structure and the potential dues under different Consortium participation levels (i.e. only five providers participating, mid-range participation, and all Mid-Coast water providers participating).

Another opportunity for funding would be grants that support specific initiatives. Language can be included in the Consortium's intergovernmental agreement and by-laws specify that those funding sources are also acceptable.

Governance Structures and Membership

GSI reviewed the intergovernmental agreements and by-laws of the RWPC and CRWP to learn about how these water conservation organizations operate. Attachment D summarizes how the RWPC and CRWP handle membership and govern with a Board of Directors, as well as provides some potential approaches for the Mid-Coast Water Conservation Consortium (as of September 2019). Since providing Attachment D to the Group, Group members clarified their preferred due structure (See Funding Mechanisms above) and stated a preference for one membership type, with each member having one vote.

Attachment A

Current Water Conservation Activities and WMCP Benchmark Activities, and Potential Conservation Activities

Yellow=WMCP Benchmark

[illegible]

Attachment B

Consortium Cost Considerations

Mid-Coast Water Conservation Consortium Cost Considerations

Category	Sub-Category	Description
Professional Services	Annual Work Plan Implementation	Contractor or staff implements and manages the outreach and conservation program per the consortium's direction
	Website Development	Contractor develops a website for the consortium
	Website Maintenance	Contractor, staff, and/or Consortium Partners manage the Consortium website
	Logo Development	Contractor develops a logo for the consortium for use on all outreach materials
	School Assembly shows	Contractor provides assembly shows
	Fiscal management and reporting	Manage dues and pay contracts/bills; Consortium Fiscal Agent and the Board
Public Outreach and Conservation Program	Brochures, billing inserts, handouts	Printing
	Conservation Materials	Purchase of faucet aerators, leak detection tablets, showerheads, shower timers, water/rain gauges, hose nozzles, toilet displacement bags, etc)
	Rebates	Amount of rebate issued; Examples: toilet, close washer, hose bib timers, rain sensor, soil sensor, irrigation spray nozzles, smart controllers
	How to Videos	Video production
	Youth Education	Purchase and/or develop and print materials
	Events and workshops	Space rental, meeting materials
	Conservation Calendar	Printing
Materials and Services	Auto Expenses	Fuel for the organization vehicle and vehicle maintenance
	Mileage Reimbursement	Cost of when employees use their own vehicles
	Computer Expenses	Computer software and hardware, technical assistance
	Dues and Fees	Organization memberships, certifications
	Education/Training and Travel	Conferences, workshops, classes
	Equipment lease	copy Machines, Etc.
	General liability/auto insurance	
	Telephone	Phone service costs
	Website Provider and Security	hosting, firewall/scan
	Internet provider	Internet service costs
	Office expenses	Papers/binders/Ink/pens etc
	Administrative fees	Bank charges, PERS, state and federal fees
	Postage	Postage for outreach, letters, invoicing
	Professional Fee Audit	Cost of annual audit review
	Legal Fees	
	PR Strategy	Consult on a strategy for disseminating information about the consortium and what it offers
	Refreshments	For meetings
	Space Rental	For meetings

Attachment C

Dues Analysis

Membership Dues Analysis (Draft)	
Example Budget \$ 40,000	
Payments: "All Providers"	
Tier 1: Large Water Providers	\$10,000
Tier 2: Medium-Large Water Providers	\$5,000
Tier 3: Medium Water Providers	\$1,500
Tier 4: Small Water Providers	\$100

(Suggested contribution between \$0-\$300; \$100 used as an example)

Aug-2019												
Tier	PWS Name	System Type	Owner Type	Connections	Population Served	Demand Estimate (MG)	All Providers		Mid-Range Participation		5 Providers	
							Payment	Total Share of Budget	Payment	Total Share of Budget	Payment	Total Share of Budget
1	LINCOLN CITY WATER DISTRICT	C	Local Government	6,234	20,830	415	\$ 10,000	24%	\$ 11,000	28%	\$ 15,000	38%
	NEWPORT, CITY OF	C	Local Government	4,850	10,160	785	\$ 10,000	24%	\$ 11,000	28%	\$ 15,000	38%
2	SEAL ROCK WATER DISTRICT	C	Local Government	2,552	5,500	119.2	\$ 5,000	12%	\$ 5,800	15%	\$ 7,000	18%
	KERNVILLE-GLENEDEN-LINC BCH WD	C	Local Government	2,378	5,588	156.8	\$ 5,000	12%	\$ 5,800	15%		0%
3	TOLEDO WATER UTILITIES	C	Local Government	1,369	3,645	314	\$ 1,500	4%	\$ 1,500	4%		0%
	WALDPORT, CITY OF	C	Local Government	1,318	2,080	91.6	\$ 1,500	4%	\$ 1,500	4%	\$ 1,500	4%
	SW LINCOLN CO WATER PUD	C	Local Government	1,270	3,000	59.78	\$ 1,500	4%	\$ 1,500	4%		0%
	DEPOE BAY, CITY OF	C	Local Government	1,084	1,398	68.3	\$ 1,500	4%		0%		0%
	YACHATS, CITY OF	C	Local Government	853	1,000	72	\$ 1,500	4%	\$ 1,500	4%	\$ 1,500	4%
	SILETZ, CITY OF	C	Local Government	480	1,200		\$ 1,500	4%		0%		0%
4	PANTHER CREEK WD	C	Local Government	406	760		\$ 100	0.2%	\$ 100	0%		0%
	LOWER SILETZ WATER SYSTEM	C	Private	155	158		\$ 100	0.2%		0%		0%
	HILAND WC - ECHO MOUNTAIN	C	Private	142	362		\$ 100	0.2%		0%		0%
	OTTER ROCK WATER DISTRICT	C	Local Government	139	125		\$ 100	0.2%		0%		0%
	HILAND WC - BOULDER CREEK	C	Private	131	350		\$ 100	0.2%		0%		0%
	INN AT OTTER CREST	C	Private	125	90		\$ 100	0.2%		0%		0%
	BEVERLY BEACH WATER DISTRICT	C	Local Government	124	150		\$ 100	0.2%	\$ 100	0%		0%
	HILAND WC - BEAR CREEK	C	Private	107	275		\$ 100	0.2%		0%		0%
	HILAND WC - WESTWOOD	C	Private	81	120		\$ 100	0.2%		0%		0%
	HILAND WC - RIVERBEND	C	Private	80	172		\$ 100	0.2%		0%		0%
	FALL CREEK WATER DISTRICT	C	Private	48	50		\$ 100	0.2%		0%		0%
	SALMON RIVER RV PARK	C	Private	45	69		\$ 100	0.2%		0%		0%
	SALMON RIVER MOBILE VILLAGE	C	Private	38	75		\$ 100	0.2%		0%		0%
	SEA CREST	C	Private	36	72		\$ 100	0.2%		0%		0%
	RIVERSIDE MOBILE PARK	C	Private	22	32		\$ 100	0.2%		0%		0%
	GUPTIL SUBDIVISION	C	Private	20	28		\$ 100	0.2%		0%		0%
	BAY HILLS WATER ASSOCIATION	C	Private	19	45		\$ 100	0.2%	\$ 100	0%		0%
	KOZY ACRES WATER SYSTEM	C	Private	19	40		\$ 100	0.2%		0%		0%
	CARMEL BEACH WATER DISTRICT	C	Local Government	17	36		\$ 100	0.2%	\$ 100	0%		0%
	TOTAL: ALL PROVIDERS				24,142	57,420	2,082	\$ 40,900	100%	\$ 40,000	100%	\$ 40,000

Attachment D

Governance and Membership Investigation Summary

Consortium Membership	RWPC	CRWP	Mid-Coast: Potential Approaches and Questions
Membership Process	- Water providers that are participants in the Intergovernmental Agreement (IGA) can join the consortium at any time - Other entities may become members at any time, under terms that the Board deems appropriate - Membership requests are submitted in writing and are approved by affirmative majority vote by the board - Considering new membership starting at the beginning of the fiscal year - Considering degrees of service and implementing non-voting membership for members that don't pay for all the services because they are out of the main service region	- Members are considered either "participants" (water providers) or "joinders" (non-water providers) - Participants must submit a written request to become a member - Joinders must submit a "Joinder Agreement" detailing how they will contribute to projects and programs - New members are confirmed by a majority vote by the Board - Participants are only allowed to join the CRWP at the beginning of the fiscal year	- Participants must submit a written request to become a member - New members are confirmed by a majority vote by the Board - Participants are only allowed to join at the beginning of the fiscal year - Have one membership type or different levels of membership, such as non-voting membership?
Term	No term limit so long as member does not withdraw or fail to pay dues	One fiscal year, beginning on July 1 extending through June 30 the following calendar year	No term limit so long as member does not withdraw or fail to pay dues
Membership Termination	- Any participant may withdraw from the consortium at any time; dues already paid are not refunded - Considering different approach to members leaving, which is a bigger issue than starting membership	Membership withdrawal is allowed at the end of any fiscal year; early withdrawal is not allowed and withdrawing members are responsible for paying dues through the fiscal year	Membership withdrawal is allowed at the end of any fiscal year; early withdrawal is not allowed and withdrawing members are responsible for paying dues through the fiscal year
Dues	- Paid annually based on member's share of the total number of <u>retail customers</u> and share of the total average daily retail <u>water use</u> in mgd in the prior year - Dues for all participants are set to equal the annual budget for the consortium - Initial year dues to new participants will be prorated to reflect the partial year membership, and dues for existing participants will then be recalculated (some existing members may receive a credit on next year's dues payment) - New participants that join at any time after September 1 shall pay their initial year dues by the following September or a time established by the board	- Paid quarterly based on members proportion of <u>water use</u> - For members limiting their participation to select "Major Initiatives", the dues are adjusted to reflect limited participation as a percentage of the annual budget approved for the selected "Major Initiative"	- Paid annually based on _____ - Water use = Newport pays most - Connections or population = Lincoln City pays most - Dues for all participants are set to equal the annual budget for the consortium

Board of Directors	RWPC	CRWP	Mid-Coast: Potential Approaches and Questions
Meetings: Operations	- Board members may physically attend, or call in electronically - Opportunities for public participation are provided at each Board meeting	- Board members may physically attend, or call in electronically - The public can speak under public comment for non-agenda items or sign up to talk about specific agenda items	- Board members may physically attend, or call in electronically - Opportunities for public participation are provided at each Board meeting
Meetings: Schedule	- Board determines frequency of meetings, however it must meet at least once a year - Board currently meets 3 times per year - Technical committee meets every 2 months with the option to cancel	Board meets at least once per month	Board meets at least quarterly, monthly initially *RWPC recommends frequent meetings in the beginning
Board Positions	- Chair: presides over all Board Meetings, makes committee appointments, schedules regular and special meetings, acts as spokesperson for the consortium, signs Board approved contracts and IGA's, ensures adherence to bylaws, works with staff and committees to create Board agendas - Vice-Chair: provides assistance to the Board Chair, performs functions of the Board Chair when Chair is not available, and performs other functions assigned by the Board - Terms: one year with a second year option; officers usually serve 2 years	- The Board has at least a Chair and Vice-Chair, although other positions may be elected by the Board - The Chair and Vice-Chair must be from two different organizations - Elections occur at the June meeting; the term of office commences the following July - An officer may be removed by majority vote; vacancies are filled based on majority Board decision - Chair: presides over all meetings, makes committee appointments, reviews meeting minutes, and makes sure the organization adheres to bi-laws, best science, Board-approved contracts, resolutions, or any other documents - Vice-Chair: performs Chair duties when the Chair is not available - Terms: The Chair and Vice-Chair serve a two-year term and are elected by a majority of the Board vote; reelection is allowed	- The Board has at least a Chair and Vice-Chair, although other positions may be elected by the Board - The Chair and Vice-Chair must be from two different organizations - Officers serve a one-year term; reelection is allowed - An officer may be removed by majority vote; vacancies are filled based on majority Board decision
Committees	- Executive Committee: recommends policy and budget actions, identifies major policy issues, makes recommendations for reviewing 5-year strategic plan, provides review and comment on Oregon Legislative proposals, rules, and relevant federal or state programs, reviews the proposed work program and budget, and makes recommendations - Technical Committee: oversees implementation of the annual work plan and budget and recommends actions to the Executive Committee and Board	Sub-committees are created as necessary	

**Intergovernmental Agreement
Of
The Mid-Coast Water Providers Conservation Consortium**

October 2019

Section 2. Establishment of the MWCC

There is hereby created an intergovernmental entity to be known as the Mid-Coast Water Conservation Consortium ("MWCC").

Section 3. Purposes

The general purposes of the Consortium are as follows:

- A. To coordinate and to augment water conservation outreach in the Mid-Coast region;
- B. To coordinate water curtailment planning, outreach, and implementation;
- C. To fund and/or support water conservation public outreach and education activities;
- D. To fund and/or support water curtailment planning and implementation, including public outreach activities;
- E. To provide a forum for the discussion of water conservation and water curtailment;

Section 4. Cooperation and Participants' Retained Authority

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing organizational structure and decision-making process contained herein, the Consortium is authorized to:

- A. Adopt by-laws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including budgeting, finance, accounting, reporting, meeting arrangements, voting procedures, election of officers of Consortium component boards or committees, notice procedures, procedures for execution of contracts.
- B. Adopt and implement an annual work plan and budget;
- C. Collect regular dues from Participants to support the activities of the Consortium in amounts established as provided herein;
- D. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with the Consortium purposes;
- E. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;

Section 7. Dues

- A. Each Participant of the Consortium shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues for each Participant shall be established annually by the Board based on the Annual Work Plan and Budget. Participant dues shall fall within tiers related to such factors as the number of connections, population size, and water demands of the Participant relative to other Participants.
- C. If any Participant becomes unable to pay its annual dues obligation for reasons of financial constraint, the Board may negotiate a payment schedule with that Participant.
- D. A Participant that fails to pay its assigned dues by September 1 or a time otherwise established by the Board pursuant to Section 7.A. and Section 7.C. shall be automatically removed as a Consortium Participant.
- E. Budget reserves resulting from any prior fiscal year may be used to offset dues of Participants in subsequent fiscal years, as available and approved by the Board.

Section 8. Work Plan and Budgeting

- A. By February 1 of each year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's Annual Work Plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7, taking into account any grants or non-dues funds available to the Consortium, and a table apportioning the dues to each Participant.
- C. The budget may include special studies that will be funded by fewer than all of the Participants on a voluntary basis.
- D. The Board may amend the budget and the work plan at any time during the year as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditure(s), such as grants or non-dues funds contributed by Participants.

Section 9. Consortium Board

- A. The Consortium Board shall be made up of one representative staff member, board member, or council member appointed by each Participant. Each Participant shall also appoint an alternate representative staff member, board member, or council member to serve in the absence of the primary representative. Provided, however, that if the Board Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.

in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board.

Section 14. Indemnification

To the extent permitted by the Constitution and laws of Oregon relating to units of local government and subject to the limitations of ORS 30.265 to 30.300, each Participant shall indemnify, defend and hold the others harmless from any liability arising from that Participant's negligence in connection with Consortium activities including but not limited to acts or omissions of the Participant's officials, employees, and agents.

Section 15. Oregon Law and Forum

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Lincoln County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

Meetings of the Consortium Board and any subcommittees of those bodies shall be considered open meetings as provided by law.

Section 17. Agreement Amendments

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing board or council, as the case may be, of every Participant.

Mid-Coast Water Conservation Consortium By-laws

ARTICLE 1

DEFINITIONS

For the purposes of these bi-laws, the following terms shall be defined:

"Agreement" - Shall refer to the Mid-Coast Water Conservation Consortium Intergovernmental Agreement 2019.

"Consortium" - Shall mean all Participants acting pursuant to and under the terms of the Agreement.

"Consortium Board" - Shall mean the Board of Directors established by Section 9 of the Agreement and Section 5 of these bi-laws

"Consortium Funds" - Consortium funds shall consist of all dues, voluntary contributions, grant monies and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Participant" - Shall mean any dues paying member of the Consortium that is a public water supply agency, including cities and water districts[sds1].

ARTICLE 2

PURPOSES

As described in the Agreement, the general purposes of the Consortium are:

- A. To coordinate and to augment water conservation outreach in the Mid-Coast region;
- B. To coordinate water curtailment planning, outreach, and implementation;
- C. To fund and/or support water conservation public outreach and education activities;
- D. To fund and/or support water curtailment planning and implementation, including public outreach activities; and
- E. To provide a forum for the discussion of water conservation and water curtailment.

These by-laws are intended:

- A. To comply with the Agreement that formed the Consortium;
- B. To establish rules for membership, related dues, and voting rights;
- C. To establish guidance the creation and authority of the governing Consortium Board;
- D. To establish administrative rules for the Consortium;
- E. To establish guidance for the creation of an annual Work Plan and Budget;
- F. To establish rules for the management and expenditure of Consortium funds

ARTICLE 3

MEMBERSHIP

- A. Initial Participants
Those Participants who signed the Agreement in 2019.
- B. Additional Participants
 - a. Any other public water provider wishing to become a Participant of the Consortium shall so inform the Consortium Board by submitting a written request to the Board. The written request to join the Consortium must include a statement describing the reasons the entity desires to become a Consortium Participant. Such entity shall comply with whatever standards and financial criteria the Board has established. Such entity shall then become a Participant in the Consortium if a majority of the Board votes in favor of its admission.
- C. Withdrawal

- a. Any Participant may withdraw from the Consortium at the end of any fiscal year by submitting written notice to the Chair of the Consortium Board, preferably prior to February 1 of the year in which it tends to withdraw and prior to the approval of the Consortium's next fiscal year's budget, but not less than 90 days prior to the end of that fiscal year (April 1). Any withdrawing Participant shall remain financially responsible for paying its annual dues through the remainder of the fiscal year in which withdrawal is announced.

D. Membership Term

- a. Membership is granted through a given fiscal year, beginning on July 1 and extending through June 30 of the following calendar year. The membership of each Participant shall be renewed automatically each fiscal year so long as the Participant does not withdraw or fail to pay its dues. [SdS2]

ARTICLE 4

CONSORTIUM BOARD

A. Generally

The Consortium Board was established by the Agreement and is the entity to which these by-laws apply. Consortium Board's primary purpose is to set policy for and oversee the conduct of the Consortium.

B. Composition

- a. The Consortium Board shall be made up of one representative appointed by each Participant, with the representative being a staff member, board member, or council member of the Participant. Each Participant shall also name an alternate Consortium Board representative that is a staff member, board member, or council member of the Participant.
- b. Each Participant's governing board or council [SdS3] shall notify the Consortium Board Chair, in writing, of any change in their chosen Board representative and alternate.

C. Authority

- a. The Consortium Board is authorized to:
 - i. Govern itself under Roberts Rules;
 - ii. Elect a Chair and Vice-Chair;
 - iii. Approve and amend the Consortium's Annual Work Plan and Budget as further described in the Agreement and Article 7 of these by-laws;
 - iv. Set dues and payment structure;
 - v. Set Consortium policy;
 - vi. Adopt and amend the by-laws;
 - vii. Approve additional water providers as Participants into the Consortium;
 - viii. Establish the terms and financial arrangements under which such new Participants may be accepted, or permit new Participants to join on a case by case basis, so long as no new member is permitted to join without an affirmative vote of a majority of the Board;
 - ix. Approve contracts and authorize their implementation;
 - x. Establish subcommittees and other advisory committees as the Consortium Board may deem necessary to conduct its business. Subcommittees and/or advisory committees may be created or dissolved by a vote of the Consortium Board. If created, the Consortium Board shall designate the chair and membership of the committee and may establish terms of membership. Any Board member may request the addition of one or more Participants to any

subcommittee or advisory committee. The Board may also appoint advisory committees that are not solely composed of Participants. The Board may invite persons with special expertise or interests and laypersons to sit upon an advisory committee;

- xi. Establish a standing "Executive Committee" made up of Board members that are appointed by the Consortium Board. If created, the Board shall endeavor to achieve geographic representation and representation from municipalities and water districts that form the Consortium. The purpose and function of the Executive Committee would be determined by the Board at the time of the Committee's creation. At no time may the "Executive Committee" act on behalf of the Board unless specifically authorized to do so;
 - xii. Approve and/or authorize funding for special studies supportive of the Consortium purposes;
 - xiii. Seek and accept sources of revenue other than dues and authorize other expenditures as long as they are to be covered by identified sources of revenue; and incorporate additional sources of revenue into the annual budget or as a budget amendment;
 - xiv. Recommend water conservation, water curtailment, and regional cooperation actions to Participants' governing boards or councils^[sds4]; and
 - xv. Exercise any other powers and authority granted to the Consortium in the Agreement necessary to accomplish the Consortium's purposes.
- b. The Consortium Board may not delegate authority to:
- i. Execute intergovernmental agreements;
 - ii. Approve the Annual Work Plan and Budget;
 - iii. Approve the admission of Participants to the Consortium; and
 - iv. Dissolve the Consortium.

D. Meetings

- a. The Consortium Board shall determine how frequently to meet provided, however, that it must meet at least once a year.
- b. The Consortium Board may hold special meetings, meaning meet at times other than those regularly scheduled as deemed necessary by the Consortium Board, the Board Chair, any two Board members, or the Executive Committee, if one is created.
- c. The location of the Board meetings shall be determined by the Board, but shall be determined with lead time sufficient to provide adequate notice.
- d. Board members may participate in meetings by physically attending the meeting or through electronic means which permit a member not physically present to fully participate in all of the proceedings by audio and/or visual connection.
- e. All Consortium Board meetings shall be conducted in accordance with the latest addition of our revision to Roberts Rules of Order or as formally modified by the Consortium Board. Opportunities for public comment will be provided at each Consortium Board meeting.
- f. Meetings of the Consortium Board and/or committees shall be considered public meetings. Notice of all Board meetings shall be noticed as required by the State of Oregon's public meetings law. The Board Chair shall direct which Board member, consultant, or staff person shall provide notice of meetings.
- g. A simple majority of the membership of the Consortium Board shall constitute a quorum for its business, except as otherwise specified in the Agreement or these by-laws. To be

effective, the Consortium Board actions must be approved, at a minimum, by an affirmative vote of the majority of the quorum.

E. Voting

- a. Each Participant member of the Board shall have one vote. Alternate in attendance may vote, and absence of the primary representative, but voting by proxy shall not be allowed.

F. By-Law Adoption

- a. The Consortium Board shall adopt by-laws within three months of its first meeting.

ARTICLE 5 OFFICERS

The Consortium Board shall have at least the following official positions:

1. Board Chair
2. Board Vice-Chair

The Consortium Board may elect other officers as well. If such officers are elected their terms in office and duties shall be described by the Consortium Board.

A. Terms of Office

- a. Board Chair and Vice-Chair shall each be elected for a one-year term by a majority of the members of the Consortium Board, with a possible succession of one more consecutive years if re-elected by the Board.
- b. An officer may be removed by a majority of the Consortium Board members. A vacancy in any office shall be filled for the unexpired remainder of the term by majority of the Consortium Board members.

B. Duties

The duties of the Consortium Chair are:

1. Preside at all Board Meetings
2. Ensure adherence to the by-laws
3. Make all committee appointments assigned to the Chair in these by-laws
4. Scheduling regular and special meetings, or work with Consortium staff or consultants to schedule these meetings;
5. Act as spokesperson for the Consortium on adopted Consortium policy deliberations and actions, and to delegate such responsibility as deemed appropriate
6. Sign on behalf of the Consortium all Board-approved contracts, resolutions or any other documents that contain statements of Consortium policy
7. Develop meeting agendas
8. Review the minutes of Consortium meetings;
9. Sign all Consortium documents which contain statements of Consortium policy;
10. Review and approve all Consortium check runs;
11. Such other duties as the Board or the Consortium Agreement assign to the Board Chair.

The duties of the Vice-Chair are:

1. Perform the functions of the Board Chair when the Chair is not available
2. Perform such other functions as may be assigned by the Board or the Consortium Agreement.
3. Review and approve all Consortium check runs

Delegation of Duties

Whenever an officer is absent, or unwilling or unable to perform the officer's duties, the Board may appoint another participant Board member to perform the officer's duties until the officer recovers, returns or a new officer has been elected, as deemed appropriate by a majority of the Board.

Election

All officers of the Board shall be elected from among the Board Participants by a majority vote of the Board at a meeting at which there is a quorum.

Vacancies

Any vacancy occurring on the Board by reason of resignation, death or otherwise shall be filled by an alternate until official notice of a new representative is given by the affected Participant entity. If the alternate is appointed to serve as the primary representative, a new alternate shall also be named. These designations shall be provided to the Board Chair and staff, in writing, and shall occur within a reasonable time of the vacancy. The Vice-Chair shall take over for the Chair should that position become vacant. A new Chair will be chosen at the next Board meeting at which there is a quorum present. When a Participant's representative, or alternate, no longer holds the position with that Participant, that person may no longer serve on the Board.

ARTICLE 6

PRESUMPTION OF ASSENT

A Board member, or a member of any committee, subcommittee or advisory committee, created by the Consortium Agreement or the Board, who is present at a meeting where action was taken and that person would have had a right to vote, is deemed to have assented to action unless his or her dissent or abstention shall be entered in the minutes of the meeting.

ARTICLE 7

ANNUAL WORK PLAN AND BUDGET

- A. By February 1 of each year the Consortium shall prepare a Work Plan of activities for the upcoming fiscal year beginning on July 1;
- B. Concurrently, the Consortium shall prepare a budget sufficient to implement and complete the annual Work Plan and shall not exceed the available revenue is established through regular Duke collection or additional revenue that may be made available through acquired grants or other non-dues related revenue. In no instance shall cost of operations for the Consortium exceed available revenue or create indebtedness of any kind;
- C. The Consortium Board may amend the annual budget and Work Plan at any time during a given fiscal year as it deems appropriate subject to available revenue. In no case shall such amendments cause the annual dues of any Participant to be altered.

ARTICLE 8

FISCAL MATTERS

These matters are addressed in Section 8 of the Consortium Agreement and through the Consortium Board's authorization herein.

ARTICLE 9

EMPLOYMENT OF STAFF

If the Consortium decides to employ staff, staff employment for the Consortium will be addressed in detail in a separate agreement. Refer to Section 5 of the Consortium Agreement.

ARTICLE 10 ADVOCACY

It will be the general policy of the Board to wait to take action on substantive policy matters only at a meeting following a meeting at which such policy matters were previously discussed. In order to act on time sensitive matters, however, this rule may be suspended upon a two-thirds affirmative majority vote at a meeting at which a quorum is present.

ARTICLE 11 DISPUTE RESOLUTION

The intent of the Consortium alternative dispute resolution process is to afford members of the organization an inexpensive, quick, final, and effective method to resolve disputes that cannot otherwise be resolved. This process is only intended to be utilized for disputes arising from issues related to the Consortium's IGA or By-laws. **Water rights and permits are not issues for this dispute process.**

Dispute Resolution Process:

1. If one or more Participants have a dispute with another Participant(s) they otherwise cannot resolve, the parties in the dispute are to reduce their issue(s) to a written statement. The written statement which initially raises the conflicts for resolution shall : (1) specify in which manner the subject conduct is believed to be inconsistent with the Consortium Agreement or By-Laws; (2) specify which section or sections of the Consortium Agreement or By-Laws are at issue; (3) state who the parties are; (4) state what it or they view as a reasonable resolution to their complaints. No claim of inconsistency will be considered which is not so provided.
2. The written statement(s) should be forwarded to the Board Chair of the Consortium along with the name a person who will represent them in the dispute resolution process. This person is not to be their attorneys, but a layperson who is familiar with the issues related to their dispute(s).
3. The parties' representative(s) will select an additional person who will set as a panel of (3) to in order to review the dispute(s).
4. The Board Chair will assign a time and place for the parties to meet.
5. Once the panel has reviewed the case and arrived at a resolution they will draft their findings and forward them to the respective parties and the Board Chair.
6. If either party is in disagreement with the findings of the panel they will state their objections in writing to the Board Chair within 5 business days.
7. The Board Chair can make a recommendation to the parties and the full Consortium Board upon receipt of the findings or forward the findings along with the written objections of the parties to the entire Consortium Board for a final ruling. A ruling by the Consortium Board is final and binding on all parties.

ARTICLE 12 DISSOLUTION

The Consortium shall be dissolved when only one Participant remains or the Consortium Board votes to dissolve, as stated in Section 12 of the Consortium Agreement.

ARTICLE 13

BY-LAW AMENDMENT

These by-laws may be amended by a majority vote at a Consortium Board meeting when a quorum is present. If possible, proposed By-Law amendments should be listed in the notice of the meeting at which they will be considered.

Yachats Urban Renewal District
Annual Report and Financial Statement
Fiscal Year July 1, 2018 – June 30, 2019

The City of Yachats has an urban renewal agency (Yachats Urban Renewal Agency) that receives property taxes to pay for projects and programs to improve the Urban Renewal District. Each year, urban renewal agencies provide a summary of their finances for public information. This report is in addition to the annual agency budgets, which are adopted after public hearings. The Annual Report & Financial Statement for the Yachats Urban Renewal Agency has been prepared for fiscal year 2019 based on audited financial information and is on file with the City of Yachats and the Yachats Urban Renewal Agency. Additional information is available to all interested persons by contacting Shannon Beaucaire, City Manager/Recording Secretary for the Yachats Urban Renewal Agency, at Yachats City Hall, 441 Highway 101 N, P.O. Box 345, Yachats, Oregon 97498; telephone (541) 547-3565; e-mail citymanager@yachatsmail.org.

Urban renewal funds come from a variety of sources but the most common source is through tax increment financing. Tax increment financing is the basic means of financing urban renewal projects in the State of Oregon. Tax increment financing becomes available when an urban renewal plan is adopted. The steps in the tax increment process are:

- When a plan is adopted, total assessed value in the renewal area becomes the “frozen base” of assessed value.
- The Assessor re-calculates the total assessed values in the area each year that the renewal plan is in operation.
- Tax increment revenue is produced when total assessed values exceed the frozen base value. The assessor calls this increase over the frozen base “excess value”.
- Under Ballot Measure 50, growth in values comes from new construction, and a maximum 3% growth on existing property
- The tax increment revenue must be spent on activities written into the renewal plan
- The tax increment revenue must be spent inside the urban renewal plan boundary

Though urban renewal is a separate item on property tax statements, local property owners pay the same amount of tax whether or not an urban renewal district is established in their area. Basic property tax rates are fixed and will not change. Ballot Measure 50, which was passed by Oregon voters in 1996, requires urban renewal to be specifically shown on tax statements, but taxes shown on the tax statement to other taxing districts and government bodies are reduced by the same amount.

Fiscal Year 2019 Receipts and Expenditures

During the 2018-2019 fiscal year, the Agency received \$322,029 in tax revenue, \$51,029 more than budgeted, from tax increment financing. The Agency had a beginning fund balance of \$204,015. Expenditures totaled \$228,227 for payments to the City per an intergovernmental agreement. The payment to the City was used for repayment of the wastewater treatment plant loan and administration and accounting services. \$297,767 was carried forward into fiscal year 2019-2020 as a beginning balance.

Impact on Fiscal Year 2019 Tax Collections for Overlapping Taxing Districts

The division of taxes process results in some property taxes, which would otherwise have been received by the overlapping taxing districts, being paid over to the Yachats Urban Renewal Agency. The taxing districts forego a share of the property tax income during the life of an urban renewal plan so that the urban renewal agencies can carry out the activities that increase property values in the long term. The impact on the overlapping taxing districts was \$322,029.

Fiscal Year 2020 Budget Receipts and Expenditures

Budget estimates for fiscal year 2020 show that the Urban Renewal Agency expects to receive \$308,000 from the division of taxes.

Anticipated 2020 fiscal year expenditures include a payment to the City of Yachats of \$95,000 for debt service for the wastewater treatment plant loan, \$100,000 for debt service for the South Tank, \$25,000 for wastewater projects, \$13,000 for administration and accounting services. \$2,300 is budgeted for audit services and legal notices. \$347,456 will be carried forward into fiscal year 2021 as a beginning balance.

This statement is hereby filed with the City of Yachats on January 15, 2020. Notice of this filing shall be posted and published on February 14 and February 21, 2020. The statement shall be made available to all interested parties.

Shannon Beaucaire
City Manager/Recording Secretary for the Yachats Urban Renewal Agency



DATE: January 15, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Resignation of Councilor James Kerti

On January 7, 2020, Councilor Kerti notified the City Manager of his resignation. Section 31(b)(6) of the City Charter states that the council office becomes vacant upon declaration by the Council after the incumbent's resignation from the office.

Recommendation: I recommend that the City Council consider the following motion:

I move to accept Councilor Kerti's resignation from office effective immediately with a letter to Mr. Kerti recognizing his resignation and noting the appreciation of council of his work.

I further recommend that Council establish a timeline for advertising the position and appointing to fill the vacancy.

Alternatives: As suggested by the City Council.

January 7, 2020

To the City of Yachats,

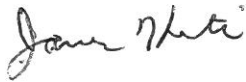
Please accept this letter as formal notice that I am resigning from my position on the City Council effective immediately.

I feel grateful for having had the opportunity to represent the citizens of Yachats. After much thought and consideration, I've reached the conclusion that there are more effective ways for me to serve the community.

I appreciate and value the lessons I've learned and what we accomplished toward the benefit of the community as a result of our hard work together.

Best wishes,

James Kerti

A handwritten signature in cursive script, appearing to read "James Kerti".

Consolidated Revenue and Expnse Statement

Governmental Fund Revenue (100, 150, 155, 160)

For Period Ended November 30, 2019

Printed: 1/6/2020 3:38:36 PM

Period 05 - 05

Fiscal Year 2020

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
300101	Beginning Fund Balance	\$ 4,423,751.00	\$ -	\$ -	\$ -	0.00%	
300105	Hall Bequest	\$ 150,000.00	\$ -	\$ -	\$ -	0.00%	
304343	SDC Wastewater Reimbursement	\$ -	\$ -	\$ -	\$ -	0.00%	
304344	SDC Storm Drain Improvement	\$ -	\$ -	\$ -	\$ -	0.00%	
304345	Wastewater Improvements	\$ -	\$ -	\$ -	\$ -	0.00%	
304346	Water Improvements	\$ -	\$ -	\$ -	\$ -	0.00%	
304347	Storm Drain Improvements	\$ -	\$ 195.19	\$ -	\$ 195.19	0.00%	
304484	Misc Revenue	\$ -	\$ 538.39	\$ 43.00	\$ 581.39	0.00%	
301500	Interest Earned	\$ -	\$ 37,422.72	\$ 7,943.70	\$ 45,366.42	0.00%	Research budget for interest
301540	Tax - Transient Lodging	\$ -	\$ 2,445.41	\$ -	\$ 2,445.41	0.00%	
304110	Tax - Property Current	\$ 45,000.00	\$ 1,063.84	\$ 7,219.02	\$ 8,282.86	18.41%	
304120	Tax - Property Past due	\$ 1,000.00	\$ 895.83	\$ 284.28	\$ 1,180.11	118.01%	Revenue higher than expected
304210	License Business	\$ 11,000.00	\$ 520.00	\$ 60.00	\$ 580.00	5.27%	
304211	License Vacation Rental	\$ 30,000.00	\$ -	\$ -	\$ -	0.00%	
304221	Franchise Cable	\$ 20,000.00	\$ 5,566.46	\$ 5,652.89	\$ 11,219.35	56.10%	
304222	Franchise Telephone	\$ 4,000.00	\$ -	\$ -	\$ -	0.00%	
304223	Franchise Disposal Services	\$ 13,000.00	\$ 7,092.83	\$ -	\$ 7,092.83	54.56%	
304224	Franchise Electricity	\$ 44,000.00	\$ 12,690.33	\$ 3,735.21	\$ 16,425.54	37.33%	
304230	Permits/Filing Fee	\$ 200.00	\$ 1,300.00	\$ 25.00	\$ 1,325.00	662.50%	Revenue higher than expected
304240	Tax - Transient Lodging	\$ 950,000.00	\$ 648,998.52	\$ (293.29)	\$ 648,705.23	68.28%	
304245	Tax - Food and Beverage Tax	\$ 370,000.00	\$ 252,416.02	\$ 366.84	\$ 252,782.86	68.32%	
304335	Rents or Fees	\$ 27,500.00	\$ 375.00	\$ 13,236.83	\$ 13,611.83	49.50%	
304341	SDC Water Improvements	\$ 15,000.00	\$ 7,944.39	\$ -	\$ 7,944.39	52.96%	
304342	SDC Water Reimbursements	\$ 20,000.00	\$ 4,923.45	\$ -	\$ 4,923.45	24.62%	
304343	SDC Wastewater Reimbursement	\$ 60,000.00	\$ 19,925.25	\$ -	\$ 19,925.25	33.21%	
304344	SDC Storm Drain Improvement	\$ 19,000.00	\$ 3,877.95	\$ 1,487.84	\$ 5,365.79	28.24%	
304435	Local Improvement District Assessment	\$ 10,000.00	\$ 4,455.32	\$ -	\$ 4,455.32	44.55%	
304460	Inventory Sale	\$ -	\$ 84.00	\$ 65.00	\$ 149.00	0.00%	
304461	Rental Income	\$ 17,800.00	\$ 13,016.83	\$ (8,566.83)	\$ 4,450.00	25.00%	
304480	Gifts/Donations	\$ 3,400.00	\$ 4,390.50	\$ 928.00	\$ 5,318.50	156.43%	Revenue higher than expected
304481	Grant	\$ 100,000.00	\$ -	\$ (519.39)	\$ (519.39)	-0.52%	
304491	Other Local Resources	\$ 3,000.00	\$ 1,808.69	\$ 794.39	\$ 2,603.08	86.77%	
304810	Transfer in URD Admin Reimb	\$ 13,000.00	\$ -	\$ -	\$ -	0.00%	
304864	Street Reserve Generated	\$ 3,000.00	\$ -	\$ -	\$ -	0.00%	
304865	50 Cent Per Wastewater Meter	\$ 5,000.00	\$ -	\$ -	\$ -	0.00%	

304866	50 Cent Per Wastewater Meter	\$	5,000.00	\$	-	\$	-	0.00%	
304610	Tax - State Tobacco	\$	700.00	\$	367.50	\$	367.50	52.50%	
304620	Tax - State OLCC	\$	10,000.00	\$	4,464.08	\$	952.73	54.17%	
304622	Tax - Marijuana	\$	3,000.00	\$	4,462.73	\$	-	148.76%	Revenue higher than expected. Tax paid quarterly.
304630	State Revenue Share	\$	9,000.00	\$	4,258.98	\$	4,375.28	95.94%	
304650	Tax - State Highway	\$	44,000.00	\$	18,217.73	\$	4,705.86	52.10%	
304690	Other State Sources	\$	1,000.00	\$	275.00	\$	725.00	100.00%	
314861	Transfer from Capital Reserve	\$	689,070.00	\$	-	\$	-	0.00%	
314863	Transfer Visitor Amenities Support	\$	160,432.00	\$	-	\$	-	0.00%	
314864	Transfer from Little Log Museum and Church Reserves	\$	4,600.00	\$	-	\$	-	0.00%	Transfers have not been made to/from reserve accounts. This will impact revenue in the future.
314869	Transfer Parks and Commons Reserves	\$	27,000.00	\$	-	\$	-	0.00%	
314870	Transfer from Library Oper	\$	3,600.00	\$	-	\$	-	0.00%	
314875	LID Repmts Transf from Reserve	\$	25,294.00	\$	-	\$	-	0.00%	
314885	Bank Purchase Loan Repay	\$	20,323.00	\$	-	\$	-	0.00%	
314890	Water System Transfer	\$	43,000.00	\$	-	\$	-	0.00%	
	TOTAL REVENUE	\$	7,404,670.00	\$	1,063,992.94	\$	43,221.36	14.95%	
105101	City Manager	\$	-	\$	32,304.00	\$	(16,874.80)	0.00%	
105104	City Clerk 2	\$	-	\$	20,050.60	\$	(11,683.68)	0.00%	
105111	Wastewater Lead	\$	-	\$	-	\$	4,009.23	0.00%	Journal entries completed to move personnel expenses.
105113	Field Utility 1	\$	-	\$	-	\$	8,699.52	0.00%	
105140	Fringe Benefits	\$	-	\$	5,829.62	\$	(1,770.63)	0.00%	
105141	Insurance Benefits	\$	-	\$	8,660.78	\$	24.03	0.00%	
105142	Regular PERS System	\$	-	\$	5,198.80	\$	329.71	0.00%	
105150	Capitalized Labor	\$	13,000.00	\$	-	\$	-	0.00%	
105160	Allocated Labor	\$	182,500.00	\$	-	\$	-	0.00%	
105165	Payroll Expense Capitalized	\$	128,200.00	\$	-	\$	-	0.00%	
	PERSONNEL	\$	323,700.00	\$	72,043.80	\$	(17,266.62)	16.92%	
205202	Visitor Center Operations	\$	65,000.00	\$	16,191.25	\$	-	24.91%	
205209	Emergency Prep & Public Safety	\$	7,000.00	\$	345.12	\$	130.57	6.80%	
205210	Dues & Memberships	\$	12,000.00	\$	2,659.98	\$	355.29	25.13%	
205213	Board/Comm/Meeting Education, Travel, & Expense	\$	2,000.00	\$	2,935.74	\$	3,131.55	303.36%	Additional training of Board staff that was not budgeted
205214	Marketing	\$	25,250.00	\$	3,985.42	\$	6,247.80	40.53%	
205220	Marketing/Road Sign	\$	200.00	\$	-	\$	-	0.00%	
205222	Insurance	\$	27,600.00	\$	16,474.84	\$	-	59.69%	Annual payment
205224	Trails Maintenance/Supplies/Services	\$	2,000.00	\$	1,472.56	\$	177.75	82.52%	Review with Trail volunteer(s)
205240	Office Materials & Supplies	\$	12,500.00	\$	2,391.44	\$	1,098.23	27.92%	
205241	Computer Equipment and Maintenance	\$	-	\$	2,607.43	\$	-	0.00%	
205251	Telephones/Cell Phones/DSL	\$	6,100.00	\$	2,217.19	\$	479.51	44.21%	
205252	Utilities	\$	14,550.00	\$	3,163.63	\$	1,680.03	33.29%	
205253	Postage	\$	200.00	\$	-	\$	26.45	13.23%	
205255	Education and Training	\$	7,000.00	\$	2,652.82	\$	815.87	49.55%	
205260	Contract Expense (Prof Serv)	\$	213,300.00	\$	71,400.62	\$	12,611.48	39.39%	
205261	Auditor	\$	4,000.00	\$	1,500.00	\$	600.00	52.50%	
205262	Legal	\$	-	\$	4,571.34	\$	10,181.00	0.00%	No budget as Legal expense part of Contract expense

205263	Bank Charges/Credit Card Fees	\$	-	\$	-	\$	851.42	\$	851.42	0.00%	May need to be moved to a Wtr/WWtr split
205270	Travel	\$	11,500.00	\$	535.36	\$	48.40	\$	583.76	5.08%	
205282	Software	\$	3,500.00	\$	1,433.60	\$	5,961.12	\$	7,394.72	211.28%	Additional fees for CivicRec & Chaves
205311	Equipment Lease and Rental	\$	3,500.00	\$	565.39	\$	146.00	\$	711.39	20.33%	
205312	Equipment Fuel/Tires/Parts	\$	6,500.00	\$	851.91	\$	215.08	\$	1,066.99	16.42%	
205313	Equipment Repair	\$	8,500.00	\$	515.42	\$	50.00	\$	565.42	6.65%	
205317	Tools and Small Equipment	\$	5,000.00	\$	69.83	\$	-	\$	69.83	1.40%	
205320	Fireworks	\$	2,000.00	\$	2,000.00	\$	-	\$	2,000.00	100.00%	Moved Periodical ads to Marketing
205325	Yard Debris Dumpster	\$	7,000.00	\$	1,936.27	\$	464.94	\$	2,401.21	34.30%	
205330	Building and Land Maintenance	\$	92,503.00	\$	11,414.66	\$	339.00	\$	11,753.66	12.71%	
205335	Custodial Support/Supplies	\$	28,000.00	\$	7,296.03	\$	4,525.57	\$	11,821.60	42.22%	
205340	Operating Materials & Supplies	\$	1,500.00	\$	519.71	\$	-	\$	519.71	34.65%	
205345	Books and Periodicals\Children's Books/Programs	\$	13,000.00	\$	2,161.24	\$	2,038.63	\$	4,199.87	32.31%	
205361	Parts	\$	3,500.00	\$	868.00	\$	410.49	\$	1,278.49	36.53%	
205362	Consumables	\$	500.00	\$	71.96	\$	-	\$	71.96	14.39%	
205363	Outside Services	\$	5,000.00	\$	-	\$	1,138.00	\$	1,138.00	22.76%	
205367	Storm Drain Parts	\$	6,000.00	\$	-	\$	-	\$	-	0.00%	
205368	Storm Drain Consumables	\$	500.00	\$	-	\$	-	\$	-	0.00%	Grounds maintenace contracts will need to be reviewed.
205411	Street Lighting	\$	18,500.00	\$	5,934.67	\$	1,615.07	\$	7,549.74	40.81%	
205421	Parks/Grounds Maintenance	\$	3,000.00	\$	298.06	\$	131.65	\$	429.71	14.32%	
205422	Advertising\Legal Notice	\$	1,000.00	\$	1,843.35	\$	(1,695.80)	\$	147.55	14.76%	
205439	Community Support	\$	67,850.00	\$	20,058.00	\$	5,069.05	\$	25,127.05	37.03%	
205440	Equipment & Furniture	\$	600.00	\$	360.00	\$	-	\$	360.00	60.00%	
205445	Rent	\$	17,800.00	\$	-	\$	4,450.00	\$	4,450.00	25.00%	
205470	Equipment Repair Maint	\$	500.00	\$	-	\$	-	\$	-	0.00%	
205474	Mowing/Trimming/Removal	\$	25,000.00	\$	15,947.00	\$	1,212.00	\$	17,159.00	68.64%	
205490	Material and Services	\$	14,700.00	\$	2,386.07	\$	997.58	\$	3,383.65	23.02%	
208000	Operating Contingency	\$	26,000.00	\$	-	\$	-	\$	-	0.00%	
	MATERIALS AND SERVICES	\$	771,653.00	\$	211,635.91	\$	65,503.73	\$	277,139.64	35.92%	
217121	Transfer to Streets	\$	2,000.00	\$	-	\$	-	\$	-	0.00%	Transfers have not been made to/from reserve accounts. This will impact revenue in the future.
217122	Transfer to Library	\$	99,941.00	\$	-	\$	-	\$	-	0.00%	
217123	OP Transfer - Museum	\$	21,115.00	\$	-	\$	-	\$	-	0.00%	
217124	OP Transfer - Commons	\$	160,507.00	\$	-	\$	-	\$	-	0.00%	
217126	Interfund Transfer - Capital Reserve	\$	83,200.00	\$	-	\$	-	\$	-	0.00%	
217127	OP Transfer - Parks & Trails Operations	\$	37,663.00	\$	-	\$	-	\$	-	0.00%	
217128	Transfer to Parks & Trails	\$	55,888.00	\$	-	\$	-	\$	-	0.00%	
217129	Transfer to Debt Services	\$	40,000.00	\$	-	\$	-	\$	-	0.00%	
217133	Transfer to Storm Drains	\$	44,663.00	\$	-	\$	-	\$	-	0.00%	
217142	OP Transfer - Capital Project	\$	25,000.00	\$	-	\$	-	\$	-	0.00%	
	TRANSFERS	\$	569,977.00	\$	-	\$	-	\$	-	0.00%	
407922	Capital Outlay - Improvement	\$	40,000.00	\$	-	\$	-	\$	-	0.00%	
407941	Capital Outlay - Equipment	\$	114,000.00	\$	13,348.00	\$	-	\$	13,348.00	11.71%	
407942	Capital Outlay - City Amenities	\$	240,585.00	\$	4,800.00	\$	4,800.00	\$	9,600.00	3.99%	
407945	Capital Outlay - Gateway Sign	\$	-	\$	4,312.50	\$	-	\$	4,312.50	0.00%	

407946	Capital Outlay - Parking; Paving	\$	25,000.00	\$	-	\$	-	0.00%	
407947	Capital Outlay - Street Projects	\$	300,000.00	\$	125,986.72	\$	99,705.80	225,692.52	75.23%
	CAPITAL OUTLAY	\$	719,585.00	\$	148,447.22	\$	104,505.80	252,953.02	35.15%
205720	Interest Expense	\$	13,792.00	\$	63,341.87	\$	33,452.62	96,794.49	701.82%
207630	Principal Payments	\$	29,058.00	\$	183,263.32	\$	42,552.92	225,816.24	777.12%
	DEBT SERVICES	\$	42,850.00	\$	246,605.19	\$	76,005.54	322,610.73	752.88%
	EXPENSE TOTAL	\$	2,427,765.00	\$	678,732.12	\$	228,748.45	907,480.57	37.38%
	NET GAIN/(LOSS)	\$	4,976,905.00	\$	385,260.82	\$	(185,527.09)	199,733.73	4.01%

Need to move payment to Debt Expense per Auditor information

Consolidated Revenue and Expense Statement

Enterprise Fund Expense (100, 150, 155, 160)

Printed: 1/6/2020 3:39:00 PM

Period 05 - 05

Fiscal Year 2020

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
300101	Beginning Balance	\$ 1,099,665.00	\$ -	\$ -	\$ -	0.00%	
304310	Water/Wastewater Services	\$ 1,196,000.00	\$ 585,974.81	\$ 102,111.28	\$ 688,086.09	57.53%	
304312	Capital Reserve Fee	\$ 80,000.00	\$ 31,749.09	\$ 6,438.63	\$ 38,187.72	47.73%	
304320	Installation Charges	\$ 5,500.00	\$ 2,450.00	\$ 1,225.00	\$ 3,675.00	66.82%	
304335	Rents or Fees	\$ -	\$ 1,514.19	\$ 282.50	\$ 1,796.69	0.00%	
314874	Wastewater Reserve	\$ 80,000.00	\$ -	\$ -	\$ -	0.00%	
314883	Revenue from Urban Renewal	\$ 25,000.00	\$ -	\$ -	\$ -	0.00%	
314875	Transfer Water Reserves	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
314879	Transfer from SDC	\$ 45,000.00	\$ -	\$ -	\$ -	0.00%	
	REVENUE	\$ 2,631,165.00	\$ 621,688.09	\$ 110,057.41	\$ 731,745.50	27.81%	
105101	City Manager	\$ -	\$ -	\$ 29,950.80	\$ 29,950.80	0.00%	
105104	City Clerk 2	\$ -	\$ -	\$ 16,241.68	\$ 16,241.68	0.00%	
105110	Water Lead	\$ -	\$ 27,049.34	\$ 6,843.89	\$ 33,893.23	0.00%	
105111	Wastewater Lead	\$ -	\$ 26,606.28	\$ 20,274.31	\$ 46,880.59	0.00%	
105112	Field Utility 2	\$ -	\$ 23,738.71	\$ 5,604.79	\$ 29,343.50	0.00%	
105113	Field Utility 1	\$ -	\$ 37,740.75	\$ (16,822.51)	\$ 20,918.24	0.00%	
105140	Fringe Benefits	\$ -	\$ 12,769.05	\$ 6,906.55	\$ 19,675.60	0.00%	
105141	Insurance Benefits	\$ -	\$ 44,146.45	\$ 12,998.80	\$ 57,145.25	0.00%	
105142	Regular PERS System	\$ -	\$ 17,517.88	\$ 7,159.60	\$ 24,677.48	0.00%	
105150	Capitalized Labor	\$ 3,000.00	\$ -	\$ -	\$ -	0.00%	
105160	Allocated Labor	\$ 643,000.00	\$ -	\$ -	\$ -	0.00%	
	PERSONNEL	\$ 646,000.00	\$ 189,568.46	\$ 89,157.91	\$ 278,726.37	43.15%	
205210	Dues & Memberships	\$ 3,000.00	\$ 1,650.00	\$ 366.00	\$ 2,016.00	67.20%	
205211	DEQ Fees	\$ 4,500.00	\$ 2,415.00	\$ -	\$ 2,415.00	53.67%	
205212	Fee Expense	\$ 8,000.00	\$ 164.37	\$ 123.98	\$ 288.35	3.60%	
205222	Insurance	\$ 39,000.00	\$ 29,912.35	\$ -	\$ 29,912.35	76.70%	
205240	Office Materials & Supplies	\$ 15,200.00	\$ 5,942.68	\$ 1,961.98	\$ 7,904.66	52.00%	
205251	Telephones/Cell Phones/DSL	\$ 16,000.00	\$ 5,711.01	\$ 1,364.49	\$ 7,075.50	44.22%	
205253	Postage	\$ 6,600.00	\$ 5,521.78	\$ -	\$ 5,521.78	83.66%	Additional mailings due to UB changes

205255	Education and Training	\$	8,500.00	\$	2,682.77	\$	194.80	\$	2,877.57	33.85%
205260	Contract Expense (all Professional, IGA & Personal Svcs)	\$	59,000.00	\$	19,739.08	\$	8,688.30	\$	28,427.38	48.18%
205261	Auditor	\$	14,000.00	\$	4,200.00	\$	-	\$	4,200.00	30.00%
205262	Legal	\$	-	\$	588.66	\$	-	\$	588.66	0.00%
205270	Travel	\$	6,000.00	\$	-	\$	-	\$	-	0.00%
205282	Software	\$	-	\$	2,867.20	\$	11,922.22	\$	14,789.42	0.00%
205283	Tools and Small Equipment	\$	-	\$	-	\$	-	\$	-	0.00%
205311	Equipment Lease and Rental	\$	5,000.00	\$	1,771.71	\$	358.00	\$	2,129.71	42.59%
205312	Equipment Fuel/Tires/Parts	\$	11,500.00	\$	2,843.92	\$	1,371.26	\$	4,215.18	36.65%
205313	Equipment Repair	\$	14,000.00	\$	698.32	\$	540.18	\$	1,238.50	8.85%
205317	Tools and Small Equipment	\$	4,500.00	\$	238.95	\$	435.74	\$	674.69	14.99%
205330	Building and Land Maintenance	\$	6,500.00	\$	150.00	\$	50.00	\$	200.00	3.08%
205335	Custodial Support/Supplies	\$	1,100.00	\$	232.61	\$	-	\$	232.61	21.15%
205342	Plant Utilities	\$	53,000.00	\$	15,194.48	\$	4,345.28	\$	19,539.76	36.87%
205351	Main Plant Parts	\$	30,000.00	\$	14,146.22	\$	925.44	\$	15,071.66	50.24%
205352	Main Plant Consumables	\$	22,000.00	\$	8,864.41	\$	442.12	\$	9,306.53	42.30%
205353	Main Plant Outside Services	\$	52,000.00	\$	21,595.11	\$	503.03	\$	22,098.14	42.50%
205361	Parts	\$	19,000.00	\$	14,483.02	\$	2,125.62	\$	16,608.64	87.41%
205362	Consumables	\$	4,500.00	\$	778.67	\$	633.16	\$	1,411.83	31.37%
205363	Outside Services	\$	26,500.00	\$	4,101.39	\$	1,960.46	\$	6,061.85	22.87%
205364	Collection I & I	\$	5,000.00	\$	-	\$	-	\$	-	0.00%
205470	Equipment Repair/Maintenance	\$	3,000.00	\$	-	\$	-	\$	-	0.00%
205474	Mowing/Trimming/Removal	\$	11,000.00	\$	6,174.00	\$	751.00	\$	6,925.00	62.95%
208000	Operating Contingency	\$	120,000.00	\$	-	\$	-	\$	-	0.00%
	MATERIALS AND SERVICES	\$	568,400.00	\$	172,667.71	\$	39,063.06	\$	211,730.77	37.25%
217121	Transfer to Streets	\$	5,000.00	\$	-	\$	-	\$	-	0.00%
217126	Interfund Transfer - Capital Reserve	\$	180,000.00	\$	-	\$	-	\$	-	0.00%
217129	Transfer to Debt Services	\$	60,000.00	\$	-	\$	-	\$	-	0.00%
217131	Interfund Transfer - Street Capital Reserve	\$	5,000.00	\$	-	\$	-	\$	-	0.00%
217136	Interfund Transfer Restricted	\$	43,000.00	\$	-	\$	-	\$	-	0.00%
	TRANSFERS	\$	293,000.00	\$	-	\$	-	\$	-	0.00%
407921	Capital Outlay - Infrastructure Systems	\$	276,000.00	\$	6,537.07	\$	-	\$	6,537.07	2.37%
407941	Capital Outlay - Equipment	\$	203,000.00	\$	2,903.00	\$	-	\$	2,903.00	1.43%
407948	Capital Outlay - Water systems	\$	273,000.00	\$	2,674.50	\$	-	\$	2,674.50	0.98%
	CAPITAL OUTLAY	\$	752,000.00	\$	12,114.57	\$	-	\$	12,114.57	1.61%
	EXPENSE TOTAL	\$	2,259,400.00	\$	374,350.74	\$	128,220.97	\$	502,571.71	22.24%

NET GAIN/(LOSS) \$ 371,765.00 \$ 247,337.35 \$ (18,163.56) \$ 229,173.79 61.64%

Consolidated Revenue and Expense Statement

Enterprise Fund Expense (150, 155, 160, 660, & 670)

For Period Ending November 30, 2019

Printed: 1/6/2020 3:39:00 PM

Period 05 - 05

Fiscal Year 2020

Acct No	Description	Budget	Prior Period	Current Period YTD Bal	YTD %	Notes
300101	Beginning Balance	\$ 1,099,665.00	\$ -	\$ -	\$ - 0.00%	
304310	Water/Wastewater Services	\$ 1,196,000.00	\$ 585,974.81	\$ 102,111.28	\$ 688,086.09 57.53%	
304312	Capital Reserve Fee	\$ 80,000.00	\$ 31,749.09	\$ 6,438.63	\$ 38,187.72 47.73%	
304320	Installation Charges	\$ 5,500.00	\$ 2,450.00	\$ 1,225.00	\$ 3,675.00 66.82%	
304335	Rents or Fees	\$ -	\$ 1,514.19	\$ 282.50	\$ 1,796.69 0.00%	
314874	Wastewater Reserve	\$ 80,000.00	\$ -	\$ -	\$ - 0.00%	
314883	Revenue from Urban Renewal	\$ 25,000.00	\$ -	\$ -	\$ - 0.00%	
314875	Transfer Water Reserves	\$ 100,000.00	\$ -	\$ -	\$ - 0.00%	
314879	Transfer from SDC	\$ 45,000.00	\$ -	\$ -	\$ - 0.00%	
	REVENUE	\$ 2,631,165.00	\$ 621,688.09	\$ 110,057.41	\$ 731,745.50 27.81%	
105101	City Manager	\$ -	\$ -	\$ 29,950.80	\$ 29,950.80 0.00%	
105104	City Clerk 2	\$ -	\$ -	\$ 16,241.68	\$ 16,241.68 0.00%	
105110	Water Lead	\$ -	\$ 27,049.34	\$ 6,843.89	\$ 33,893.23 0.00%	
105111	Wastewater Lead	\$ -	\$ 26,606.28	\$ 20,274.31	\$ 46,880.59 0.00%	
105112	Field Utility 2	\$ -	\$ 23,738.71	\$ 5,604.79	\$ 29,343.50 0.00%	
105113	Field Utility 1	\$ -	\$ 37,740.75	\$ (16,822.51)	\$ 20,918.24 0.00%	
105140	Fringe Benefits	\$ -	\$ 12,769.05	\$ 6,906.55	\$ 19,675.60 0.00%	
105141	Insurance Benefits	\$ -	\$ 44,146.45	\$ 12,998.80	\$ 57,145.25 0.00%	
105142	Regular PERS System	\$ -	\$ 17,517.88	\$ 7,159.60	\$ 24,677.48 0.00%	
105150	Capitalized Labor	\$ 3,000.00	\$ -	\$ -	\$ - 0.00%	
105160	Allocated Labor	\$ 643,000.00	\$ -	\$ -	\$ - 0.00%	
	PERSONNEL	\$ 646,000.00	\$ 189,568.46	\$ 89,157.91	\$ 278,726.37 43.15%	
205210	Dues & Memberships	\$ 3,000.00	\$ 1,650.00	\$ 366.00	\$ 2,016.00 67.20%	
205211	DEQ Fees	\$ 4,500.00	\$ 2,415.00	\$ -	\$ 2,415.00 53.67%	

205212	Fee Expense	\$	8,000.00	\$	164.37	\$	123.98	\$	288.35	3.60%	
205222	Insurance	\$	39,000.00	\$	29,912.35	\$	-	\$	29,912.35	76.70%	
205240	Office Materials & Supplies	\$	15,200.00	\$	5,942.68	\$	1,961.98	\$	7,904.66	52.00%	
205251	Telephones/Cell Phones/DSL	\$	16,000.00	\$	5,711.01	\$	1,364.49	\$	7,075.50	44.22%	
205253	Postage	\$	6,600.00	\$	5,521.78	\$	-	\$	5,521.78	83.66%	Add'l mailings due to UB changes
205255	Education and Training	\$	8,500.00	\$	2,682.77	\$	194.80	\$	2,877.57	33.85%	
205260	Contract Expense (all Professional, IGA & Personal Svcs)	\$	59,000.00	\$	19,739.08	\$	8,688.30	\$	28,427.38	48.18%	
205261	Auditor	\$	14,000.00	\$	4,200.00	\$	-	\$	4,200.00	30.00%	
205262	Legal	\$	-	\$	588.66	\$	-	\$	588.66	0.00%	
205270	Travel	\$	6,000.00	\$	-	\$	-	\$	-	0.00%	
205282	Software	\$	-	\$	2,867.20	\$	11,922.22	\$	14,789.42	0.00%	
205283	Tools and Small Equipment	\$	-	\$	-	\$	-	\$	-	0.00%	
205311	Equipment Lease and Rental	\$	5,000.00	\$	1,771.71	\$	358.00	\$	2,129.71	42.59%	
205312	Equipment Fuel/Tires/Parts	\$	11,500.00	\$	2,843.92	\$	1,371.26	\$	4,215.18	36.65%	
205313	Equipment Repair	\$	14,000.00	\$	698.32	\$	540.18	\$	1,238.50	8.85%	
205317	Tools and Small Equipment	\$	4,500.00	\$	238.95	\$	435.74	\$	674.69	14.99%	
205330	Building and Land Maintenance	\$	6,500.00	\$	150.00	\$	50.00	\$	200.00	3.08%	
205335	Custodial Support/Supplies	\$	1,100.00	\$	232.61	\$	-	\$	232.61	21.15%	
205342	Plant Utilities	\$	53,000.00	\$	15,194.48	\$	4,345.28	\$	19,539.76	36.87%	
205351	Main Plant Parts	\$	30,000.00	\$	14,146.22	\$	925.44	\$	15,071.66	50.24%	
205352	Main Plant Consumables	\$	22,000.00	\$	8,864.41	\$	442.12	\$	9,306.53	42.30%	
205353	Main Plant Outside Services	\$	52,000.00	\$	21,595.11	\$	503.03	\$	22,098.14	42.50%	
205361	Parts	\$	19,000.00	\$	14,483.02	\$	2,125.62	\$	16,608.64	87.41%	
205362	Consumables	\$	4,500.00	\$	778.67	\$	633.16	\$	1,411.83	31.37%	
205363	Outside Services	\$	26,500.00	\$	4,101.39	\$	1,960.46	\$	6,061.85	22.87%	
205364	Collection I & I	\$	5,000.00	\$	-	\$	-	\$	-	0.00%	
205470	Equipment Repair/Maintenance	\$	3,000.00	\$	-	\$	-	\$	-	0.00%	
205474	Mowing/Trimming/Removal	\$	11,000.00	\$	6,174.00	\$	751.00	\$	6,925.00	62.95%	
208000	Operating Contingency	\$	120,000.00	\$	-	\$	-	\$	-	0.00%	
	MATERIALS AND SERVICES	\$	568,400.00	\$	172,667.71	\$	39,063.06	\$	211,730.77	37.25%	
217121	Transfer to Streets	\$	5,000.00	\$	-	\$	-	\$	-	0.00%	
217126	Interfund Transfer - Capital Reserve	\$	180,000.00	\$	-	\$	-	\$	-	0.00%	
217129	Transfer to Debt Services	\$	60,000.00	\$	-	\$	-	\$	-	0.00%	
217131	Interfund Transfer - Street Capital Reserve	\$	5,000.00	\$	-	\$	-	\$	-	0.00%	
217136	Interfund Transfer Restricted	\$	43,000.00	\$	-	\$	-	\$	-	0.00%	
	TRANSFERS	\$	293,000.00	\$	-	\$	-	\$	-	0.00%	
407921	Capital Outlay - Infrastructure Systems	\$	276,000.00	\$	6,537.07	\$	-	\$	6,537.07	2.37%	
407941	Capital Outlay - Equipment	\$	203,000.00	\$	2,903.00	\$	-	\$	2,903.00	1.43%	
407948	Capital Outlay - Water systems	\$	273,000.00	\$	2,674.50	\$	-	\$	2,674.50	0.98%	

CAPITAL OUTLAY	\$	752,000.00	\$	12,114.57	\$	-	\$	12,114.57	1.61%
EXPENSE TOTAL	\$	2,259,400.00	\$	374,350.74	\$	128,220.97	\$	502,571.71	22.24%

NET GAIN/(LOSS)	\$	371,765.00	\$	247,337.35	\$	(18,163.56)	\$	229,173.79	61.64%
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City Manager's Report January 15, 2020

Dear Mayor Moore and Councilors,

It is my pleasure to update you on some of our current project highlights.

- **Ocean View Drive:**

- o **Street Condition/Paving:**

- Paving is complete! The County has graveled the edges of new pavement. Striping will be added when the weather warms. Council decided at their August 7 meeting to utilize temporary tape striping until the transportation system plan (TSP) is completed. Council authorized pursuing grant funding for the TSP. The grant application is due in Spring of 2020.
 - ODOT Quick Response Program: ODOT has determined we do not qualify for the Quick Response program. The TSP grant will be pursued.

Council also made decisions on sections of Ocean View Drive as follows:

- Pontiac to the State Park: leave as 2-way traffic but increase signage for one-lane road and stripe to delineate a pedestrian path,
 - 2nd – 7th Street: stripe for one-way southbound with signage for a one-way road, and stripe to delineate a pedestrian path.

- o **Background:** In October 2001, the City of Yachats entered into a settlement agreement. One of the items in the settlement agreement was for the County to transfer Marine and Ocean View Drive, and the trail to the City for transportation and pedestrian usage and to implement the Village Circulation Plan adopted by the City. This agreement is in the document library.

Work on this project paused around April 2017 due to attention required on other City and County projects. However, at the City Manager's request, monthly meetings to resume progress on this project began in October 2017.

- o **Property Easements:** The County is making some adjustments to accommodate some resident requests. Finalization is in the works. The County has offered to cover the costs of recording the easements.
 - o **Archeologist:** On September 3, individuals from the County, trails committee, parks and commons commission, Council and myself met with the archeologist for an update. It is anticipated that the area impacting guardrails, boardwalk, etc. in the Oceanview drive will be completed in the next couple of months.
 - o **Guardrails:** Subsequent to the Archeological Study findings, new guardrails will be installed before the overlay is completed. The original Mid-March timeline is delayed until the archeological study can be completed.



City Manager's Report January 15, 2020

- o Culverts: Yachats PWD identified 9 culverts running under Oceanview Drive. One of the culverts runs underneath Highway 101. The City and County have identified culverts that have the most wear and inserts have been placed in those culverts to extend the life of the culverts.
- o 804 Trail Improvements:
 - The County, City, and Trails Committee discussed, and agreed, to find and compact a better material to provide greater stability on the Trail.
 - The County, City, and Trails Committee discussed improving signage along the trail and including educational, wayfinding, and distance signage. Additional meetings are occurring to discuss these items and develop a signage plan.
 - The County, City, and Trails Committee discussed the Boardwalk that was taken to Council in 2018. The archeological study noted above will review this area.
 - The County, City, and Trails Committee discussed the possibility of having viewing decks at the park at 7th and Oceanview Drive and the property towards the end of Oceanview Drive where the pump house is located. A member of the Trails Committee will draw a rendering of the decks and the City and County will work together utilizing mitigation funds.
- o Property Connection between Marine Drive: The 804 Trail is connected from Aqua Vista to Marine/Oceanview Drive through a property that links the 2 streets. The County has asked the City for input on ideas for the Property. The trail easement would be maintained; however, the question is what ideas would look like for the remainder of the property. Ideas ranged from affordable housing to selling the properties (retaining the trail easement) for development and placing those funds into the mitigation account.
 - City Planner, Larry Lewis provided renderings about what could be built on each lot with current code setback requirements. The lot on Marine Drive could do a footprint of approximately 1800 square foot building footprint and the lot on Aqua Vista could hold a 2450 square foot building footprint (document located in the December 12, 2018 City Manager's Report). Council reviewed options at its Oct 2 meeting and will continue affordable housing discussion in November
- City Hall Proposal:
 - **Background:** At the direction of Council, the City Manager presented a proposal for architectural work to develop a conceptual design for City Hall at the 501 Building. The City Manager eliminated the multiple designs and 2 in-person trips by the architect, reducing the initial proposal by \$3400. We have received a \$91,300 grant from the USDA. A bid document will be drafted, along with designs for Council approval.
 - The drawings have progressed from the City Engineer to the USDA Engineer for review before the Intent to Bid is released.



City Manager's Report January 15, 2020

- **Little Log Church and Museum Repairs:**
 - **Background:** The Little Log Church walls are made from natural logs, setting on a post and beam foundation system. The original log structure was completed in 1930. Modifications to the exterior church walls were made in the mid 1990's, which consisted of replacing selected wall logs with new peeled logs. The attached museum structure has walls made from log siding material. The museum foundation has a concrete stem wall and footing around the perimeter, and interior post and beam floor support. There is a crawl space access on one side of the building, with a narrow opening for access. The full engineer's analysis is in the document library labeled *LLC&M Engineers Analysis*. We had been utilizing Red Hat Construction to narrow down options for the LLC&M, but due to the demands of the Contractor and concerns about the continued deterioration of the LLC&M, we moved forward with the Engineer's Analysis.
 - Working with Parks & Commons and the Little Log Church & Museum Board to develop funding plans and a strategy for the preservation of our historical property.
- **Library Expansion/Remodel:**
 - Commission is working on contacting consultants for needs assessments for the Library
- **CIS Facility Reviews & Updates:**
 - Ranked items are being addressed by team members in each building
- **FY19 Accomplishments:**
 - Grants:
 - \$20,000 - The City was awarded a grant for our Water Master Plan update by the Oregon Infrastructure Finance Authority.
 - \$30,000 – the City was awarded a grant for our Source Water Protection Plan. Work to commence December 2019 – August 2021.
 - \$91,300 – the City was awarded a Grant from the USDA for City Hall relocation to the 501 building.
 - \$100,000 - The City was awarded an ODOT Small City Allotment grant towards the East 2nd Street Improvement Project. A copy of the grant is in the document library attached to the December 12, 2018 City Manager Report.
 - Multi-purpose room flooring completed (April 2019).
 - City Entrance Signs completed (June 2019)
 - Website and Reservation System Upgrade (July 2019)
 - Integrated Financial & Utility Billing System Upgrade (July 2019)
 - Lincoln County Housing Strategy Implementation Plan Stud (September 2019)
- **FY20 Accomplishments:**
 - Grants:
 - \$20,000 - The City was awarded a grant for our Wastewater Master Plan update by the Oregon Infrastructure Finance Authority.



City Manager's Report January 15, 2020

- \$100,000 - The City was awarded an ODOT Small City Allotment grant towards the Driftwood Street Improvement Project.
- \$1,000 – From DLCD for Planning Projects

Public Works Report

Date: January 3, 2020

To: Shannon Beaucaire, City Manager

From: Public Works Department

Re: December 2019 Public Works Report

Rain fall at Yachats Public Works:

		Inches		
Year	2019	2018	2017	2016
November	7.26	10.53	4.41	7.82
Rain year to date:	50.43	59.66	76.31	70.71

Total water production: 4,024,600 gallons

Total wastewater treated: 3,122,000 gallons

The following is a list of what was done by Public Works staff outside of normal operations:

Streets:

- Pothole repair on Green Hill.
- Cut and removed dead Alder tree on Horizon Hill.
- Removed damaged stop sign from E.3rd and Hwy 101.

Drainage:

- Storm drainage inspections and cleaning prior to rain event.
- Culvert cleaning on W.6th St.
- Cleaned catch basins in Quiet Water.



City Manager's Report January 15, 2020

Water:

- Plant maintc.
- Salmon Ck clean up.
- Reedy Ck. clean up.

Distribution Sys:

- Major water leak repair E. 2nd St.
- One load of rock for E. 2nd St.
- Meter reading.
- Meter replaced on Coolidge Lane.
- Water leak repair on Aqua Vista.
- Meter maintc.
- Meter handheld training.
- Blow off repair at E. 2nd St. and Hwy 101 N.
- Installed two water services at Koho.
- Water service repair on Hwy 101 N.
- Water sample taken to Eugene.

Sewer:

- Plant maintc. & clean-up.
- Kubota tractor repair.
- Sewer main jet cleaning 1640 ft on Yachats Ocean Road.

Collection Sys:

- Degreased Main lift station.
- Portable generator repair.
- I & I inspections.

Public Works:

- Shop maintc. and clean up.
- Fleet maintc.
- Equipment maintc.
- Vac-truck repair.
- Training class for pipe fittings.
- Equipment fueled.
- Fire extinguishers inspected.



City Manager's Report January 15, 2020

- Storm clean up.
- Used computer parts taken to City Hall.
- Moved table and chairs to the 501 bldg.

Sewer & Water CIP:

- Working on Pole Bldg., Sliding doors for U.V. system
- Slide Gate for Biosolids bldg. completed.

WIP 12-34-1 off 12-34-2 on SM old Rus off 12/26/19 Kein off Doe off Rus off 2 weeks Rus off 3 weeks 12/24 2/12 TO do list (ones) 14-Tall 16-Short 12-30-19		Dec - 2019	
12-2 E. 2nd water leak repair 12-3 Cleanup on E. 2nd St. Load of rock Pump St. Degrease Vac-truck repair Shop clean up Furniture repair @ Green Hill 101 Generator repair 12-4 Vac-truck repair Water meter replaced - Coolidge Water leak repaired - Aquavision Tree removal on H.H.	12-17 Vac-truck repair Meter reading Water orders culvert cleaning on W. 6th	12-18 Biosolids slide gate installed Kohort tractor repair Moved table & chairs to 501 bldg Cleaned catch basins @ Q.W. Meters reading	7th + KING, VALVE STRUCK 6000 South Spence Ave. 2" water line needs isolate
12-5 Meter maint. WUT P maint. 12-6 Vac-truck repair Degrease Main L.S. Household practices 12-9 Vac-truck repair Blow-off repair @ Green Salmon Fitting class 12-10 Koho water services installed & 12 Drainage modifications (prep for rain) Cleaned storm drain screen on E. 2nd P.W. Shop clean-up 12-11 Vac-truck repair Degreased Main L.S. - cleaned flanges on the storm. 12-12 Started salmon ck clean up Vac-truck & fuel F 42 Implosion 12-16 Fuelled all equipment Fire extinguishers Vac-truck repair	12-19 Meter reading Kohort tractor repair 12-20 Storm clean-up Shop clean-up Water records 12-21 Kohort Tractor Repair, Meter Maint. Shop Clean-up 12-22 M.P. Aug Sump clean-up 12-23 Generator, put up water maint. 12-27 1640' sewer cleaning on Veddes across Rd from NW Vac-truck repair Water service repair on Hwy 101 N 12-30 Vac-truck repair WUTP maint. WUTP sample to Eugene Computers to E.P.M. 12-31 Vac-truck repair WUTP maint. Removed sign @ E. 3rd + Hwy 101	12-24 M.P. Aug Sump clean-up 12-25 Generator, put up water maint. 12-27 1640' sewer cleaning on Veddes across Rd from NW Vac-truck repair Water service repair on Hwy 101 N 12-30 Vac-truck repair WUTP maint. WUTP sample to Eugene Computers to E.P.M. 12-31 Vac-truck repair WUTP maint. Removed sign @ E. 3rd + Hwy 101	CIP Projects - (on post for Bone Mill - Backshore to Humpy pipe - Horizon Hill 2" water line - 2nd 4" water line to spruce - INCREASE VOLUME ON H.H. PRESSURE SIDE - N. Aug 4 U.S.A. ABANDONED Old 2" on N. SIDE ROAD ABANDONED 2" on OCEAN Dr FROM BACK DR TO LAST HOUSE WEST SIDE PONTIAC COMPLETE TIE-INS ON BOTH 2ND TO 3RD TO WITH TOWNSHIP 7th Bldg



City Manager's Report January 15, 2020

Code Enforcement Report

It has been a very productive month, I have had great feedback and compliance with Weed Abatement. Many homeowners have been contacting me after they received a letter for weed abatement. They call to assure me that their lots will be cleared. I have also had great interaction with the local landscape companies. I provide them with maps, phone numbers and lot locations for their potential customers. I have also issued some Final Notice letters for Property owners that have not come into compliance for weed abatement. I sent 8 certified letters and 6 have come back signed. Two letters were not signed, but I received phone calls from the property owners and the Lots have been cleared. Progress is being made on the remaining lots. The properties that don't come into compliance, the City will have the property cleaned up and put a lien on the Lot for reimbursement.

I have inspected 82 Vacation Rentals so far in 2019 and will be completing 3 more by Jan. 2020. This will be all the Vacation Rental inspections needed until 2021. We are all caught up, unless City Council changes the inspections to every 2 years. If that happens there will be more to inspect. The total number of Vacation Rentals we have as of January 1st, 2020 is 135. We are making some progress towards our cap of 125, we have had numerous homeowners selling their property or giving up their licenses voluntarily. I have been preparing all the 135 Vacation Rental License renewal packets to be mailed to the Homeowners. 120 homeowners have paid the license renewal fee and 82 paid the re-inspection fee for their licenses and we are still waiting on 15 more homeowners.

It has been 3 months and once again time for restaurants Grease Traps to be inspected. I will be conducting the second quarter FOG inspections. I will also be looking into why and how certain FSE's have been EXEMPT in the past. All FSE's should adhere to the same standards. Other issues consisted of: Vehicles displaying for-sale signs on public streets. Delivery trucks blocking public streets, Vacation Rental's porch light is bothering the neighbors. I have also been working with homeowners needing to obtain Driveway/Culvert permits and Business Licenses that have been retired and need to be renewed. I have also been doing various tasks around the Commons, lending a hand to whomever needs help.



**City Manager's Report
January 15, 2020**

REQUEST TRACKER REPORT

Summary							
Category Name	12/1/2019 - 12/31/2019					As of 12/31/2019	
	Total Requests		Average Requests Per Day		Avg. Time to Close a Request (hours)	Summary	
	Submitted	Closed	Submitted	Closed		Open	Closed
<u>iPhone</u>	0	0	0	0	0	0	0
<u>IT Issue</u>	1	1	0.032	0.032	599	2	2
<u>Miscellaneous</u>	0	0	0	0	0	1	12
<u>Noise</u>	0	0	0	0	0	1	2
<u>Public Records Request</u>	1	1	0.032	0.032	196	1	6
<u>Sewer</u>	0	0	0	0	0	0	0
<u>Storm Drains</u>	0	0	0	0	0	0	2
<u>Streets</u>	1	8	0.032	0.258	924.625	11	18
<u>Trash or Litter</u>	0	0	0	0	0	0	1
<u>Vacation Rentals</u>	1	0	0.032	0	0	1	7
<u>Vegetation Issues</u>	0	0	0	0	0	2	5
<u>Vehicles and Parking</u>	1	1	0.032	0.032	212	0	1
<u>Water</u>	1	0	0.032	0	0	1	2
Total:	6	11	0.194	0.355	764	20	58

HANDBOUT 1/15/20
C. Berdie

From: Yachats Parks and Commons Commission
To: Shannon Beaucaire, Yachats City Manager

Per City Council Goal 5 Item 2, the Parks and Commons commission suggests that the Yachats City Council revise code Section 5.08.110, Noxious and Invasive Vegetation, for the following reasons. The current section:

1. Identifies some noxious vegetation for removal only in riparian areas yet this vegetation is noxious in all settings
2. Specifies an arbitrary timeline for removal. This places undo constraints on city enforcement staff.
3. In two instances, explicitly specifies some, but not all, noxious vegetation identified by the referenced resources. This creates confusion. Additionally, the classification system used by one referenced resource has been revised but the ordinance does not reflect this.
4. The primary referenced resource is not specific to, nor compressive of, the coastal environment. Some highly invasive coastal plants are therefore not included. Additional coastal-focused reference resources are available.
5. Contains contradictory, irrelevant, and poorly worded items.

If the City Council agrees with this suggestion, the Parks and Commons Commission will, in consultation with the City Manager, provide a draft revision for the Council's consideration.

Yachats Parks and Commons Commission.

HANDBOUT 1/18/20
J. Moore

Filling the Council seat

1: Are we all in agreement that we want to fill the vacancy by appointment?

2: Let me suggest a timeline:

Immediately post the vacancy on the website, on Facebook in Yachats Village Information, and post also in the Feb 1 newsletter and the Post Office. All applications need to be turned into the City office by Wednesday three weeks from today – Feb 5.

At Thursday's Council meeting (Feb 6), we can announce how many candidates have applied, and their names, or decide if we want to extend the application period if needed.

3: Do we agree that if all goes well, we would like to be able to swear in our new Councilor on our meeting of Feb. 19?

4: If yes to the former, we need to hold a series of special work sessions, as follows:

A: In the next three weeks, we need to meet to determine the interview questions for the candidates. Each candidate should be asked the same questions, although some of their answers may lead to clarifying questions. We also need to create an application form and select the questions for that.

B: I would guess we will not receive more than 2 or 3 applications – if there are more, we would need to decide whether to interview all, or narrow the field to 2 or 3 at that time.

C: Need to schedule separate work sessions to interview each of the candidates apart from the others.

5: All candidates should be interviewed prior to the Feb. 19 Council meeting. At the meeting on Feb 19, we can elect a new Councilor and administer the oath of office.

For voting procedure, I would recommend we consider a method used by the City of Florence when they went through this process in 2018.

When we vote verbally, we can influence our fellow Councilors by our choice – it would be totally fair when all Councilors have indicated they are prepared to vote, to have each of us write out our choice on a paper ballot, and include our own names at the top of the ballot. The ballots can be given to the City Manager, and she will read aloud who cast the ballot, and who the Councilor voted for. That way our votes are completely transparent, and we have not influenced any fellow Councilors with a voice vote.

In the event of a tie, would it be appropriate for each of us to indicate why we voted as we did? Some of us may be torn between two candidates, and it's possible that in listening to our fellow Councilors give their reasons for their choice, we may hear something that we overlooked, and change our mind for the second vote.



City of Florence
A City in Motion

CITY OF FLORENCE APPLICATION FOR VACANT COUNCIL POSITION

An open Council position occurs upon the incumbent's resignation or other circumstance specified under in the Florence City Charter. A majority of the remaining council shall appoint a successor to the position, who will then serve the remaining term of that position.

The City of Florence is in the middle of an ambitious two-year work plan to help move Florence toward the City's efforts to become Oregon's Premier Coastal Community. The Florence City Council are the policy and decision-making leaders for the City who strive to oversee the implementation of the efforts of the City as a whole. Service on the City Council offers an opportunity for residents to become involved in their City government and help shape the direction of the City.

- Length of Appointment:** Remaining term of vacated position: through December 31, 2018
- Expected time commitment:** 2 council regular session meetings per month;
2 council work sessions per month
- Including meeting materials reading & meeting preparation
- Potential Additional Commitments:**
- Committee meeting(s) as Council liaison
 - Special Meetings – as needed
 - Budget Meeting(s) in Spring
 - Representation on outside agency boards & committees

- Meeting days/times:**
- City Council:**
- Regular Sessions:
- 1st & 3rd Monday of every month at 5:30 p.m.
- Work Sessions:
- Wednesday following Regular Council meeting (generally 1st and 3rd Wednesday) at 10:00 a.m.
- Committee Liaison assignments:**
(Dependent upon appointment)

Qualifications for office:

- Registered Oregon voter.
- City of Florence resident for 12 months prior to taking office.

City Councilor responsibilities:

Ability to become knowledgeable on a wide variety of issues affecting the City. Willingness to consider differing opinions in arriving at a position that will be in the best interests of the city as a whole. Understanding of how the city operates through its City Charter and how the Council functions.

Background / Experience Which Will Be Useful:

Ability to make a decision and to accept the will of the majority of your fellow councilors. Good communication skills. Prior committee membership in a private or public organization. Ability to accept public criticism. Sense of humor.

**CITY OF FLORENCE
CITY COUNCILOR APPLICATION**

NAME _____ DATE: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ HOME PHONE: _____

Present employment: _____

May we contact you at work? ☐ No ☐ Yes / Work phone #: _____

Occupational Background *previous employment – paid or unpaid:*

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Educational Background *schools attended:*

School name (no postscript)	Last grade level completed	High school diploma certificate	College study (optional)

Prior governmental experience *elected or appointed*

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By signing this document, I hereby state:

- That I will accept the nomination for office indicated;
- That I qualify for said office if appointed;
- That all information provided by me on this form, including my occupation, educational and occupational background, and prior governmental experience is true to the best of my knowledge.

Applicant's signature _____ Date signed _____

This information is a matter of public record, and may be published or reproduced.

CITY COUNCILOR APPLICATION
Supplemental Questions
(Please submit responses on an additional page if needed)

1. Experience serving on an elected board: _____

2. Experience volunteering with the City of Florence: _____

3. Describe your community involvement experience: _____

4. Describe your vision for the future of Florence: _____

5. Describe your experience with budgeting and public finance: _____

6. Your reason(s) for applying for the council position: _____

7. The position of City Councilor is a time consuming position. With various community and committee meetings etc. Would you be able to devote the necessary time to adequately fill the position?
☐ Yes ☐ No Why / Why Not? _____

Please attach any other relevant information to this application. Applications must be submitted to the Office of the City Recorder, Florence City Hall, 250 Hwy 101, Florence, OR 97439, no later than 5:00 p.m., Friday January 12, 2018, to be considered.

These are the questions the City of Medford used for an application to serve on their City Council – I have made minor changes to adapt it to Yachats.

Name:

Home Address:

Phone numbers:

Email:

Are you a registered voter? Yes No

Occupation or title:

Place of business:

Business address:

Business phone number:

How long have you lived in Yachats?

 Why do you want to serve the City?

Please list any previous involvement, such as City Council, Commission member, Committee member, or other community service in Yachats or elsewhere.

What other experience or education have you had relevant to serving as a Council member?

What are your major interests in, or concerns with City programs?

What are your major interests in, or concerns with our Community?

What are your major interests in, or concerns with City departments and/or administration?

Do you have other major interests or concerns?

The City of Yachats volunteer positions are open to all persons without regard to race, sex, age, handicap, religion, ethnic background, or national origin.

City News

City of Ashland

Applications of 7 applicants
posted on line

HANDOUT 1/15/20
L. Yaaler

City of Ashland, Oregon / City Council / City News

City Council News (**View All**)

Council Position #3 Vacancy

Posted: Wednesday, February 21, 2018

The City of Ashland has a vacancy on the CITY COUNCIL for COUNCIL POSITION #3 with term to expire December 31, 2018

If you are interested in being considered for this position on the City Council, please submit to the City Recorder's Office, your letter of interest, along with answers to the following questions:

- What do you think are the biggest issues facing the city?
- What is your primary motivation for seeking the vacant council seat?
- What community and city activities have you been involved in recently?
- What is the role of the city councilor?

SEND APPLICATIONS TO: City Recorder, City Hall, 20 East Main St., Ashland

Melissa.huhtala@ashland.or.us (541) 488-5307

DEADLINE FOR APPLICATIONS: 5 p.m. Friday, March 2, 2018

City Charter requirements for this position is that you live within the city limits and are registered to vote. If you do not meet these requirements your application will not be considered.

Council will decide on the applicant pool at the March 6th Council Business Meeting and make the final appointment at the March 20th Council Business Meeting.

To view Rules of the City Council you can click on the link below:

HANDOUT 1/15/20
L. Vattler

As additional background for the City Council, please answer the following questions.

1. Please explain why you are interested in the appointment and what you, as a City Councilor, would offer to the City Council and the community.

2. Please describe what you believe are the major concerns of the City residents and businesses. How do you think these concerns should be met by the City?

3. Please explain why you think the City of Cottage Grove should do or accomplish to improve the City and the City government.

4. Please provide any additional information or comments which you believe will assist the City Council in considering your application.

Signature: _____

Date: _____

Thank you for your interest in volunteering in your community.

HANDOUT 11/15/20
Price

Table 1: Base Rate Information									
1	2	3	4	5	6	7	8	9	10
Meter Size	Mo. Base Rate	Residential	Commercial	Vacation Rentals	Outside	Meter Ratio	New Base Rate	Allowed Units	Allowed Gallons
5/8"	\$48.24	711	21	136	11	5/8" = 1.0	\$48.24	2	1496
5/8"	\$52.98		1			5/8" = 1.0	\$48.24	2	1496
5/8"	\$61.87		1			5/8" = 1.0	\$48.24	2	1496
1"	\$112.37		1			1" = 1.4	\$67.54	2.8	2094
2"	\$94.54		1			2" = 2.9	\$139.90	5.8	4338
2"	\$133.15		1			2" = 2.9	\$139.90	5.8	4338
2"	\$150.97		1			2" = 2.9	\$139.90	5.8	4338
2"	\$305.69		1			2" = 2.9	\$139.90	5.8	4338
3"	\$94.54		1			3" = 11.0	\$530.64	22	16456
4"	\$70.78		1			4" = 14.0	\$675.36	28	20944
Notes									
Column 2 - Various monthly rates for same size meter, wide range of charges for the 2-inch meters, 3 and 4-inch meters monthly charge lower than 1-inch meters									
Column 4, 5 - Vacation rentals - classified as commercial, then consider commercial service as an additional monthly charge - example -\$57.88 for 5/8-inch service									
Column 7 - Meter ratio is AWWA standard based on investment, replacement of meter and infrastructure to service the connection									
Column 8 - Recommended base rates, using meter ratios, no change to 5/8-inch meter									
Column 10 - Number of units allowed, coordinated with meter ratios and respective gallons allowed prior to consumption charge									

Findings:

- Overall budget, set at \$835,900.00, provides \$200,000.00 for short-term projects (capital outlay) and \$60,000.00 for contingencies
- Base rates (monthly rates collected) regardless of water consumption equal 62.56 percent of budget – in line with industry standards
- Consumption rate (price per unit of water, 748 gallons) at \$5.33 does not provide sufficient funds to meet budget
 - Price per unit should be \$8.55 in order to meet budget
 - Two units of water are provided to all users before the consumption charge is applied.
 - 36.7 percent of available water is provided in the allowance

4. Monthly base rates are disproportionate with various rates for same sized meters (Column 2) - unfair
5. New recommended base rates are provided for comparison (Column 8)
6. Newly recommended base rates are factored using ratios in column 7 - (These ratios are industry standards)
7. Allowed units (Column 9) provide an allowance of water each month in conjunction with the meter ratios used
8. Allowed gallons (column 10) converts the # of units to actual gallons (referenced to better understand the process)

Base Rate Scale:

Monthly Rate for 5/8-inch service connection				
\$47.07	\$48.24	\$50.99	\$54.91	\$58.83
60	62.56	65	70	75
Current Rate		Percent of Budget		

The current base rates for a 5/8-inch service connection is in range of the 60-75 percent of budget at 62.56 percent. When applying ratios from column 7 to the larger service connections, the percentage increases to 64.39 percent. Considered fair and equitable.

Council Considerations:

Base Rates

1. Does the council wish to adopt a meter ratio structure for larger meters? **STEP ONE**
 - a. This aligns the base rate to be fair and equitable for all users.
2. Does the council wish to adopt a business class of users, or charge the base rate solely on meter size?
 - a. Business class user's base rates are charged a higher amount to include specific criteria imposed on the system as it relates to business practices – demand for high volumes of water
 - b. Business class base rates will apply to businesses using a 5/8-inch meter only (Column 4-5) (Vacation rental homes)

Consumption Rates

3. If no steps are taken for adjustment in the base rates, the consumption rate should be increased to \$8.55 per unit of water
 - a. Current cost for a 5/8-inch service connection, using 2 units (1,496 gallons) = \$48.24
 - b. If consumption rate is increased from \$5.33 to \$8.55 per unit, the monthly cost does not impact low end users (< 2 units)
 - c. Table below compares typical costs associated with
 - i. Current monthly rate for a 5/8-inch service connection (Column 3)
 - ii. New monthly rate for a 5/8-inch service connection (Column 4) applying the new unit rate at \$8.55 per unit of water
 - iii. New tier rates (column 5) designates the charge associated with a # of units – up to 10 units
 - iv. * - indicates a change in unit charges from \$8.55 per unit to \$10.00 per unit – (tier 2)
 - v. ** - indicates a change in unit charges from \$10.00 per unit to \$12.00 per unit – (tier 3)

1	2	3	4	5	6 ^A
Consumption Levels	Gallons	Current Mo. Rate	New Mo. Rate	New Tier Rate	Price / Gallon
2.0	1496	\$48.24	\$48.24	\$48.24	\$0.0322
3.0	2244	\$53.57	\$56.79	\$56.79	\$0.0253
4.0	2992	\$58.90	\$65.34	\$65.34	\$0.0285
5.0 *	3740	\$64.23	\$73.89	\$75.34	\$0.0200
6.0	4488	\$69.56	\$82.44	\$85.34	\$0.0190
7.0	5236	\$74.89	\$90.99	\$95.84	\$0.0182
8.0 **	5984	\$80.22	\$99.54	\$105.34	\$0.0176
9.0	6732	\$85.55	\$108.90	\$117.34	\$0.0174
10.0	7480	\$90.88	\$116.64	\$129.34	\$0.0173
A – average price for 16 oz bottle of water = \$1.28 or \$10.24 per gallon – all sales venues, figured from column 5 rates					

4. Does the council wish to implement a tier structure based on \$8.55 per unit up to \$12.00 per unit? **STEP TWO**
 - a. The unit charges will not include “capital improvement reserves”, the cost is built into the unit price, simpler approach
 - b. Tiers will be created and adjusted according to the meter ratio for all sized meters
 - i. Example – 5/8-inch service connection
 1. Units allowed = 2
 2. Additional units = 2 at \$8.55 totaling 4 units
 3. Additional units = 4 at \$10.00 totaling 8 units
 4. 8 + units charge at \$12.00 per unit