

1. Agenda

Documents:

[CC AGENDA 02-11-16.PDF](#)

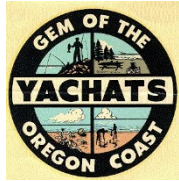
2. Meeting Materials

Documents:

[VC REPORT 2-16.PDF](#)
[2016-01-02-ADOPTION SANITARY SEWER MAINTENANCE POLICY.PDF](#)
[2016-01-03-ADOPTION EMPLOYEE HANDBOOK.PDF](#)
[2016-01-04-BUDGET AND FINANCE COMMITTEE MEMBERSHIP.PDF](#)
[2016-02-01-SUP BUDGET 2015-2016.PDF](#)
[2016-02-02-AUTHORIZING LOAN SAFE DRINKING LOAN FUND.PDF](#)
[ADMIN POLICY HIRING-2-16.PDF](#)
[BILLS FOR APPROVAL 2-16.PDF](#)
[CC MINUTES 02-11-16.PDF](#)
[CC PACKET 2-11-16.PDF](#)
[CEO REPORT 2-16.PDF](#)
[CIVIL WEST TANK REPORT 1-16.PDF](#)
[CR TO CC RETIREMENT-2-16.PDF](#)
[EPC REPORT 2-16.PDF](#)
[LETTER EXERCISE GROUP-2-16.PDF](#)
[LETTER OCCC-2-16.PDF](#)
[LETTER SPEER-2-16.PDF](#)
[PC MEMBERSHIP 2-16.PDF](#)
[PWDEPT REPORT 2-16.PDF](#)
[RECOMMENDATION FROM PNC DONATION POLICY 2-16.PDF](#)
[RECORDERS REPORT 2-16.PDF](#)

The 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 MEETING

Civic Meeting Room, Yachats Commons

February 11, 2016

Regular Meeting 2:00 P.M.

AGENDA

- I. Announcements and Correspondence
 - Nancy Batchelder: Retirement, OCCC Foundation, Solve, Yachats Exercise Group
- II. Citizen's Concerns
- III. Consent Agenda
 - A. Minutes of January 11, 2016 Work Session, January 14, 2016 Regular Meeting, and February 3, 2016 Special Meeting
 - B. Bills for Approval
 - C. Resolutions from January Meeting
 - 1. 2016-01-01 – Authorizing Mayor to Sign Agreement with Recruitment Firm
 - 2. 2016-01-02 – Adoption of Updated Sanitary Maintenance Policy
 - 3. 2016-01-03 – Adoption of Updated Employee Handbook
 - 4. 2016-01-04 – Appointments to Budget and Finance Committees
 - D. Adoption: Administrative Policy – Hiring Policy
- IV. Reports
 - A. City Council
 - B. Written Reports Civil West Engineer, Public Works Department, Emergency Planning Committee, City Recorder, and Code Enforcement Officer
- V. Public Hearing - Supplemental Budget for Fiscal Year 2015-2016
 - Resolution No. 2016-02-01 – Supplemental Budget 2015-2016
- VI. Business
 - A. Recommendation from Planning Commission; Membership
 - B. Resolution No. 2016-02-02 – Authorizing a Loan from the Safe Drinking Water Revolving Loan Fund
 - C. Recommendation from Parks and Commons Commission; Amenity & Tree Donation
- VII. Other Business
 - A. From the Council
 - B. From the Staff

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council.

The meeting will be audio taped. Minutes of this and all public meetings are available for review in the City Office. The meeting place is accessible to persons with disabilities. Please let us know if you will need any special accommodations to attend the meeting by calling the City Recorder at 547-3565, or Oregon Relay 1-800-735-2900 (T.D.D.) two days in advance.

The 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.



Posted

Nancy Batchelder - City Recorder

CITY OF YACHATS VISITORS CENTER

October-December 2015 Activities Report

Submitted by Beverly Wilson, Contract Director

CONTACTS	OCT-DEC '11	OCT-DEC '12	OCT-DEC '13	OCT-DEC '14	OCT-DEC '15
Visitors Logged at VC	1,247	1,366 +9.5%	1,434 +5.0%	1,579 +10.1%	1,631 +3.3
Yachats Visitor Brochures Packet distributed via outdoor box at VC, Fairs, local Festivals, Groups, (approximate #)	610	625	675	725	775
Phone calls logged at VC	367	386	404	393	379
Info requests from individuals & Travel Interest Leads from OCVA, Travel Shows and advertising.	1,479	892	1,204	945 Fewer OCVA leads	996
Total # of Q Contacts with visitors/prospective visitors	3,703	3,269	3,717 13.7%	3,643 [2.0%]	3,781 3.8%

The Visitor Center was open 10 am to 4 pm daily through October, and Fridays-Sundays during November and December. The center was also open Wednesday, Nov 25 and Monday, Dec 28, New Year's Eve and New Year's Day, and a half-day on Thanksgiving and Christmas Eve. Volunteers filled approximately 50% of the 300 front desk hours this quarter. We look forward to welcoming 2 new volunteers who expressed interest in joining our staff this coming spring/summer.

The center was very busy through the month of October and during holiday weeks, but quiet at other times. As usual the Center's staff fielded a wide range of visitor questions about area amenities and attractions, and many regarding the quarter's major events – the October Yachats Village Mushroom Fest, the new November Rainspout Music Festival, the string of events in the Yachats Winter Celebration calendar – as well as the upcoming Yachats Agate Festival and Yachats Lions Crab Feed.

Committee Work and Meetings this Quarter

- *Yachats Coordinated Marketing Team*

Participated in our quarterly meeting in Dec, and coordinated the following committee projects:

(1) Winter Celebration Holiday Raffle and program:

- Contacted all local nonprofits and businesses for winter celebration events updates.
- Contacted local businesses for information about their participation in the Merchants Holiday Open House and their contributions for the Shoppers Holiday raffle
- Updated the program content for print
- Distributed the raffle flyers, tickets and printed Winter Celebration programs to area businesses
- Placed the committee's ads announcing the holiday raffle for 3 consecutive weeks.
- On December 26 held the raffle drawing at the Visitor Center and contacted our 30 drawing winners
- Picked up and mailed the raffle prizes.

This raffle continues to be well received by businesses and fun for participants.

(2) Ads & Yachats Postcard updates:

- a. Yachats Print Ad in OCVA's *Oregon Coast Visitor Guide* (which is sent by OCVA to people who contact them for coast info.) This is a vertical 1/3 page ad that uses a winning image from our Many Moments Begin in Yachats social media photo contests; includes tracking QR code.
- b. Yachats Online Ad on OCVA's Cities page. This ad uses a different crop but same image as in the print ad (see a. above).
- c. Yachats/Waldport collaborative Print Ad in OCVA's Visitor Guide.
This is a 1/3 horizontal ad revised from our "Many Trails Begin in Yachats" ad series.
This year's ad features south county's hike-bike-paddle theme and the web site, hikebikepaddle.org; includes tracking QR code.
- d. Yachats Ad in Travel Oregon Magazine
This 1/12 page ad, uses a different crop but same image (as in a. above) and provides us with access to coast travel interest leads on a quarterly basis from Travel Oregon.
- e. This year's postcard will be available to send snail mail or via digital means, designed with the image used in our ads. The digital will include a direct link to our Visitor Information Packet.

- *SLC Tourism Committee Follow-up Meeting:*

(1) Provided a follow-up report to Travel Oregon representatives on the South Lincoln County Hike-Bike-Paddle map project for their visit here in December. In summary:

- a. In order to make the Hike, Bike, Paddle map sustainable (as per our Travel Oregon/RTS grant agreement) the map was digitized in 2015 following RTS through separate grant funding.
- b. Promotion of *hikebikepaddle.org* is now ongoing through Yachats VC publications, Yachats ads, backlinks & social media:

Yachats VC Publications that include hikebikepaddle.org:

1. back panel of the recently updated *Yachats, Gem of the Oregon Coast* brochure, which is distributed to Oregon Welcome Centers, other VCs in Oregon, and through our own VC.
2. front cover of Yachats Tide books, which are distributed locally and mailed upon request.
3. our postcard, which is sent out to thousands of travel interest leads.

Advertising: *hikebikepaddle.org* is included in our 2016 OCVA, TO and OCM ads.

Backlinks to *hikebikepaddle.org* are currently provided by traveloregon.com, visitheoregoncoast.com, yachats.org, goyachats.com, waldport.org, pinterest.com. We are currently working to expand on backlinks, and the chamber has recently added hikebikepaddle.org to its social media outreach efforts.

Media

- Contacted our area nonprofits and others for information needed to produce the 2016 Yachats calendar of events. Submitted these events to Travel Oregon, OCVA and COCA web sites, and including in media releases. The Rainspout Music Festival was highlighted in the *Seattle Times* due to a reporter finding our calendar of events posting on Travel Oregon's web site.
- Identified photos for *Coastal Living Magazine*, provided additional Yachats photos, and answered fact checking questions for an upcoming article.

Publications

- Printed the 2016 Visitors Center Tide Tables
- Reprinted the illustrated Yachats Area Attractions Map

Miscellaneous

- Researched upcoming social media instruction for the city office; scanned and provided Public Works with the Yachats, Gem of the Oregon Coast digital logo file.

CITY OF YACHATS
RESOLUTION NO. 2016-01-02

WHEREAS, slight differences between the Municipal Code and the Sanitary Sewer Maintenance Policy were noted;

NOW THEREFORE, the City of Yachats resolves to adopt the attached updated Sanitary Sewer Maintenance Policy, marked "Exhibit A" that is consistent with the Yachats Municipal Code.

This Resolution is memorializing an action taken by City Council at the January 14, 2016 meeting and was effective as of that date.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

YACHATS SANITARY SEWER MAINTENANCE POLICY



1. Purpose

It is the policy of the City of Yachats to comply with all applicable Oregon Department of Environmental Quality, and Federal Environmental Protection Agency requirements.

The City intends to provide effective and efficient maintenance to its sanitary sewer system by evaluating political, social, safety, and economic concerns, among others. Procedures identified in this policy are intended to maintain the sanitary sewer system. These procedures, when implemented, may also extend the service life of various components of the sanitary sewer system.

The City has 73,238 feet of public sanitary sewer mains, 300 manholes and 5 lift/pump stations within its sanitary sewer system. Procedures identified in this policy are intended to maintain the City's sanitary sewer system to reduce the likelihood of sewer backups, unregulated discharges, and to extend the life of the system. The City has developed and implemented this policy that takes into consideration public safety, the City's budget and personnel, environmental concerns, and the cost of implementation versus the benefit to be achieved. The City will use its employees, equipment and/or private contractors to provide this service.

The City has a Wastewater Treatment System Master Plan. The Public Works & Streets Commission is responsible for monitoring and oversight of the Plan.

The City requires grease traps for all facilities such as restaurants that produce excess grease and requires all Transient Rentals to have containers for the disposal of all cooking grease. The City provides the container free of charge and has the liners available at cost. The City's Fats, Oils, and Grease (FOG) policy is contained in the Yachats Municipal Code, Section 8.08.040 – Use of the Public Sewers.

While the City fully intends to meet the guidelines established in this policy, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, or weather and other emergencies may prevent the City from meeting the guidelines established herein. The Oregon Department of Environmental Quality may override provisions established within this policy. Deviations from the goals established in this policy will be documented.

The City will use this policy to guide any sanitary sewer maintenance activities to be provided by a contractor or a party other than the City.

2. Routine Maintenance and Inspection Goals

A. Sanitary Sewer Mains

Scope of City's Responsibility -

Scope of City's Responsibility - The City will maintain the components of the public sanitary sewer system. This includes sanitary sewer mains, manholes, lift stations, wastewater treatment plants, and other components. The property owner shall be responsible for all the maintenance and repair and the costs associated therewith of the private sewer lateral from the structure to the City sanitary main line. (Ord. 313 Amended March 2012; Ord. 278, Amended, March 2008; Ord. 188 § 7, 1996) The City assumes no responsibility to inspect laterals up to and including the connection to the public system, even if that lateral and or connection is within the public right of way.

Schedule – The City's goal is to inspect and maintain the components of its sanitary sewer system on an on-going basis, with pump station inspections three times a week.

Equipment – The equipment used to perform maintenance will depend upon the equipment available and its effectiveness as determined by qualified staff.

Video Inspection –The City's sanitary sewer mains will be inspected by video camera on an on-going basis by City staff using City equipment.. Additionally any sewer mains located on a street where a street maintenance, paving or utility project is planned will be inspected before and after such a project. Sanitary sewer mains in a new development must be video recorded as part of the construction inspection procedure (not at City cost) before said mains are turned over to the City. Video inspection may also be used to inspect the system where there are possible problems. In addition, the City may require any main near a construction site to be televised before and after the construction (i.e., near blasting, digging, other activities that might disrupt the main, etc.)

If a developer chooses to use a vendor to perform the video inspection, the vendor performing the service will submit visual recordings and a written report summarizing and interpreting the findings of the video recording to the City. Records of the inspection will be kept for a minimum of 12 years.

B. Prioritization of Inspection and Maintenance

The sanitary sewer mains and facilities identified as Category 1 will receive periodic or less than ordinary routine maintenance as noted on sewer maps. The sanitary sewer mains and facilities identified on the sewer map as Category 2 will receive more frequent or ordinary maintenance and those identified as Category 3 will receive the most frequent maintenance (highest priority). When a sewer main or facility is identified as anything other than Category 2, the reasons why maintenance is needed on a different schedule will be documented. Sewer mains and facilities will receive maintenance according to the attached schedule.

The Public Works Director will determine whether a main or facility is Category 1, receiving less than ordinary routine sewer maintenance, Category 2, receiving more frequent or ordinary maintenance or Category 3, receiving the most frequent maintenance. Based on periodic assessment, maintenance will be adjusted and a sewer main may be moved from one category to another.

C. Sanitary Sewer Lift Stations

The City maintains lift stations using specific maintenance that is reasonable and recommended. The number of lift stations, location, date of installation, and capacity of each lift station is kept on record. Maintenance for each lift station is reflected in Standard Operating Procedures (SOP) and Standard Maintenance Procedures (SMP).

Components of SOP and SMP include:

- Easy availability of original manuals with manufacturers' recommended maintenance schedules for all lift station equipment
- Operating procedures for manipulating pump operations (manually or automatically) during wet weather to increase in-line storage of wet weather flows
- Setting wet well operating levels to limit pump start/stops
- Cleaning wet well
- Calibrating flow meters or conducting draw down tests
- Regular rotation of lead, lag, and backup pumps
- Regular inspections of lift station, alarm systems and electrical components (in the event of backup power, confirm that lift station alarm systems work even when power failures occur)
- Maintenance of operation logs and general records for all lift station activities, including inspections
- Clean force mains
- Identify problem areas/components

3. Inflow and Infiltration

Inflow is due to direct connections between the sewer and surface water sources, infiltration occurs when clear water gets into the sanitary sewer system. This may occur through cracks or leaks in the sewer pipes and manholes or through sump pumps incorrectly connected to the sanitary sewer system. Inflow and infiltration can lead to backups, overflows and unnecessary and expensive treatment of clear water.

City employees will periodically inspect manholes to identify any that contribute to this problem. Sanitary sewer mains will be maintained and inspected pursuant to the City's Sanitary Sewer Maintenance Policy. Where appropriate, smoke testing or other means may be used to determine locations in inflow.

4. Personnel Responsibilities and Requirements

A. Exercise of Professional Judgment

It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy. Further, it is expected that in emergency situations City employees will be required to exercise their discretion and weigh political, social, and economic considerations including but not limited to public and employee safety, the potential for damage to private property and the City sanitary sewer system, and environmental concerns.

B. Training and Education

The City will provide training to employees responsible for maintenance of and emergency response to issues with the sanitary sewer system. Training of employees will include education necessary to earn and maintain appropriate operator certifications. Training will also address standard operating

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procedures, proper use of equipment, emergency response and other topics required by state and federal regulatory agencies.

The emergency response plan is posted to assist all Public Works Department employees in the event of an emergency.

The responsible City employee will have a Class 1 collection systems operating license from the State of Oregon as required by the Department of Environmental Quality. The Treatment Plant Operator will have a Class 2 treatment plant operating license from the State of Oregon as required by the Department of Environmental Quality.

All Public Works Department employees are encouraged to cross-train and obtain certification in collection and treatment.

C. Work Schedule

Full-time City employees in the Public Works Department will be expected to work eight-hour shifts. In emergencies, employees may be required to work in excess of eight hours. Budget and safety concerns may limit the length of time an employee is permitted to work.

D. Weather Conditions

Regular sewer maintenance operations will be conducted only when weather conditions do not endanger the City employees and equipment. Factors that may delay sewer maintenance operations include, but are not limited to: severe cold, severe heat, flooding, rain, snow and other severe weather events.

5. Documentation

The City will document all of its inspection and maintenance activities and emergency responses for its sanitary sewer system. The City will also document circumstances that limit its ability to comply with this policy. A report should be prepared periodically for the purpose of evaluating maintenance activities and for determining goals for the future. These records will be kept in accordance with the City's records retention schedule.

6. Public Education

Articles will be published periodically in the City newsletter to provide information to residents about their responsibilities related to sanitary sewer service from the City of Yachats and tips about how to help the system operate efficiently. This information is also made available on the City's website. Additionally there may be special activities that impact residents, such as smoke testing, or construction activities, where the City will take an active role in advising impacted residents of the project at hand. Notices of smoke testing will be published in the newsletter and in the Announcement Section of the website well in advance. Door hangers will be used if necessary to alert residents of the testing procedure.

7. Other Sanitary Sewer System Policies

The City's Municipal Code, including Chapter 8.08. - Sewer Service System is available at City Hall and on the City's website.

8. Resources

EPA GUIDE FOR EVALUATING CAPACITY, MANAGEMENT, OPERATION, AND MAINTENANCE (CMOM) PROGRAMS AT SANITARY SEWER COLLECTION SYSTEMS, 2005, 126 pages, http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf

WASTEWATER COLLECTION SYSTEMS MANAGEMENT, WEF Manual of Practice No. 7, Sixth Edition, 2009, 242 pages

Emergency Response

(From the City of Yachats NPDES Permit)

Twenty-Four Hour Reporting

The permittee must report any noncompliance that may endanger health or the environment. Any information must be provided orally (by telephone) to DEQ or to the Oregon Emergency Response System (1-800-452-0311) as specified below within 24 hours from the time the permittee becomes aware of the circumstances.

a. Overflows.

(I) Oral Reporting within 24 hours.

- i. For overflows other than basement backups, the following information must be reported to the Oregon Emergency Response System (OERS) at 1-800-452-0311. For basement backups, this information should be reported directly to DEQ.
 - a) The location of the overflow;
 - b) The receiving water (if there is one);
 - c) An estimate of the volume of the overflow;
 - d) A description of the sewer system component from which the release occurred (e.g., manhole, constructed overflow pipe, crack in pipe); and
 - e) The estimated date and time when the overflow began and stopped or will be stopped.
- ii. The following information must be reported to the Department's Regional office within 24 hours, or during normal business hours, whichever is first:
 - a) The OERS incident number (if applicable) along with a brief description of the event.

(2) Written reporting within 5 days.

- i. The following information must be provided in writing to the Department's Regional office within 5 days of the time the permittee becomes aware of the overflow:
 - a) The OERS incident number (if applicable);
 - b) The cause or suspected cause of the overflow;
 - c) Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
 - d) Steps taken or planned to mitigate the impact(s) of the overflow and a schedule of major milestones for those steps; and
 - e) (for storm-related overflows) The rainfall intensity (inches/hour) and duration of the storm associated with the overflow.

The DEQ may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

b. Other instances of noncompliance.

- (1) The following instances of noncompliance must be reported:
 - i. Any unanticipated bypass that exceeds any effluent limitation in this permit;
 - ii. Any upset that exceeds any effluent limitation in this permit;
 - iii. Violation of maximum daily discharge limitation for any of the pollutants listed by the Department in this permit; and
 - iv. Any noncompliance that may endanger human health or the environment.
- (2) During normal business hours, the Department's Regional office must be called. Outside of normal business hours, the Department must be contacted at 1-800-452-0311 (Oregon Emergency Response System).
- (3) A written submission must be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission must contain:
 - i. A description of the noncompliance and its cause;
 - ii. The period of noncompliance, including exact dates and times;
 - iii. The estimated time noncompliance is expected to continue if it has not been corrected;
 - iv. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and
 - v. Public notification steps taken, pursuant to General Condition B.7
- (4) The Department may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

6. Other Noncompliance

The permittee must report all instances of noncompliance not reported under General Condition D.4 or D.5, at the time monitoring reports are submitted. The reports must contain:

- a. A description of the noncompliance and its cause;
- b. The period of noncompliance, including exact dates and times;
- c. The estimated time noncompliance is expected to continue if it has not been corrected; and
- d. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

7. Duty to Provide Information

The permittee must furnish to the Department within a reasonable time any information that the Department may request to determine compliance with the permit or to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit. The permittee must also furnish to the Department, upon request, copies of records required to be kept by this permit.

Other Information: When the permittee becomes aware that it has failed to submit any relevant facts or has submitted incorrect information in a permit application or any report to the Department, it must promptly submit such facts or information.

8. Signatory Requirements

All applications, reports or information submitted to the Department must be signed and certified in accordance with 40 CFR Section 122.22.

9. Falsification of Information

Under ORS 468.953, any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, is subject to a Class C felony punishable by a fine not to exceed \$100,000 per violation and up to 5 years in prison. Additionally, according to 40 CFR 122.41 (k)(2), any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a federal civil penalty not to exceed \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

Checklist for Responding to Sewer Overflows

1 Immediately respond to location to assess damages

- Always be calm and professional.
- ***Never admit or deny fault or liability.***

2 Determine the cause of the backup

- Take photos and detailed notes

A. If it is in the LATERAL LINES: (on private property)

- Advise the occupants that they need to arrange for cleanup.
- Provide a list of cleanup services, plumbers, etc. or refer them to the yellow pages.
- Clearly explain that the fault is not with the city and explain what they need to do. *Always* be courteous.
- **DO NOT** discuss fault or liability.
- If there is a question of fault, the city may elect to assist the homeowner with mitigation cost (not to exceed \$2,500) once the homeowner has signed the appropriate waiver. CIS may agree to reimburse city for those costs **ONLY** if a waiver has been signed by the homeowner.

B. If it is in the MAIN LINES:

- Report the incident immediately --
During normal business hours: 1-800-922-2684

After hours: (Oregon/Washington Claim Service)

1-800-824-1609

- Quickly arrange for initial clean-up by calling a cleaning contractor. If the home is un-inhabitable, tell the homeowner that the City will reimburse them for a night's stay at a local hotel.
- Explain to homeowner that a contractor has been called and will clean up the mess.
- Do not discuss fault or liability.
- Direct the occupant to city hall to file a report/claim.

Remember: You are the good guys. Be nice.

3. Guidelines to protect people and property:

- Treat the overflow as if it were TOXIC.
- Move uncontaminated property away from the overflow area.
- Keep pets, children, and others out of the overflow.
- Do not allow contact with the bare skin. Wash with clean water immediately.

One last thing: Review your procedures to ensure all lines are maintained and cleaned per written schedule and that all activities are documented. This is necessary to provide a successful defense of the city if we are sued!

Important Phone Numbers

List below: plumbers, cleaning companies, motels, Dept of Environmental Quality, city hall, etc.

CITY OF YACHATS
RESOLUTION NO. 2016-01-03

WHEREAS, the Employee Handbook was updated using a template supplied by City County Insurance Services based on the latest employment laws for the State of Oregon;

NOW THEREFORE, the City of Yachats resolves to adopt the attached updated Employee Handbook, marked "Exhibit A".

This Resolution is memorializing an action taken by City Council at the January 14, 2016 meeting and was effective as of that date.

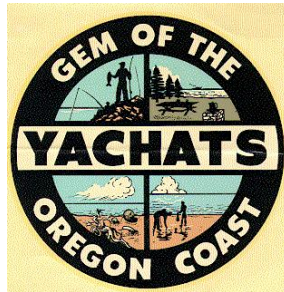
Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

EMPLOYEE HANDBOOK

City of Yachats



Adopted by City Council January 14, 2016

Welcome!

Welcome to the City of Yachats (The City) we are glad to have you on our team. At the City of Yachats, we believe that our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with Yachats, you will become a productive and successful member of the City team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between the City of Yachats and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of the City of Yachats with or without prior notice. This handbook supersedes any prior handbooks or written policies of Organization that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the City Administrator.

This handbook does not create a contract of employment between the City of Yachats and its employees. With the exception of employees subject to a collective bargaining agreement, all employment at the City of Yachats is "at will." That means that either you or the City may terminate this relationship at any time, for any reason, with or without cause or notice (unless you are subject to a collective bargaining agreement or written contract of employment). No supervisor, manager, or representative of the City other than the City Administrator has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by the City Administrator (or that is included in a collective bargaining agreement).

Contents

I. Equal Employment Opportunity (EEO) Policies	1
A. No-Discrimination Policy	1
B. No-Harassment Policy	1
Sexual Harassment	1
Other Forms of Prohibited Harassment.....	2
Bullying	2
Complaint Procedure.....	3
Investigation and Confidentiality.....	3
Protection Against Retaliation.....	3
C. Disability Accommodation Policy	3
Accommodations	3
Requesting an Accommodation.....	3
D. Policy on Non-Retaliation.....	4
Protection from Retaliation	4
Reporting Process	5
II. Employment Status	6
A. Probationary Period of Employment.....	6
B. Promotional Probation	6
C. Employee Classification	6
D. Reinstatement.....	7
E. Prior Service Credit.....	7
F. Timekeeping Requirements.....	7
E. Employee-Incurred Expenses and Reimbursements	8
F. Payroll Policies	8
G. Reporting Changes to an Employee's Personal Data	8
H. Performance Reviews	9
III. Time Off and Leaves of Absence	10
A. Attendance, Punctuality and Reporting Absences Policy.....	10
B. Vacation	10
C. Sick Leave.....	10

D. Holidays.....	11
E. Family Medical Leave	12
Statement of No FMLA/OFLA Coverage.....	12
F. Bereavement Leave.....	12
G. Jury and Witness Duty.....	12
H. Religious Observances Leave and Accommodation Policy	13
I. Crime Victim Leave Policy.....	13
J. Domestic Violence Leave and Accommodation Policy.....	13
K. Military Leave	14
IV. Employee Benefits.....	15
A. Healthcare Benefits.....	15
B. Employee Assistance Program (EAP)	15
C. Workers' Compensation and Safety On the Job	15
Steps to Take if You are Injured on the Job	15
Return to Work	15
Early Return-to-Work Program	16
Overlap with Other Laws	16
I. PERS (Public Employees' Retirement System) Benefits	16
V. Miscellaneous Policies.....	17
Prohibited Conduct.....	17
Prescription Medication and Medical Marijuana	17
Testing.....	17
Search of Property.....	18
Employee Refusal to Test/Search.....	19
Crimes Involving Drugs and/or Alcohol	19
Drug and Alcohol Treatment	19
Confidentiality	19
B. Cellular Devices Policy	20
Cell Phones and Cellular Devices in General (both City provided and personal cell phones/cellular devices)	20
Employee Use of City Provided Cell Phones/Cellular Devices	20
Employee Use of Cell Phones/Cellular Devices with Cameras.....	21
Cell Phones/Cellular Devices and Public Records.....	21

Cell Phone/Cellular Device Use While Driving	21
C. Use of City Email and Electronic Equipment, Facilities and Services.....	21
Ownership	21
Use	21
Inspection and Monitoring	22
Personal Hardware and Software	22
Unauthorized Access	23
Security	23
Inappropriate Web Sites	23
D. Social Media.....	23
Prohibited Postings.....	23
Encouraged Conduct.....	24
Request for Employee Social Media Passwords	24
E. Confidential City Information	24
F. Ethics.....	25
G. Open-Door Policy	25
H. Outside Employment	25
I. Criminal Arrests and Convictions	26
J. Political Activity.....	26
K. Bad Weather/Emergency Closing.....	26
L. Driving While on Business.....	27
M. Workplace Violence	27
N. Workplace Inspections – No Right to Privacy or Confidentiality	27
O. Smoke-Free Workplace.....	28
VI. Termination of Employment	29
A. Workplace Rules and Prohibited Conduct.....	29
B. Retirement or Resignation From Employment.....	30
C. References	31
Employee Acknowledgement	32

I. Equal Employment Opportunity (EEO) Policies

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with the City Administrator at any time if they have questions relating to the issues of harassment, discrimination or bullying.

A. No-Discrimination Policy

The City of Yachats provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran's status, or any other status protected by applicable federal, Oregon, or local law. This EEO policy applies to all aspects of the employment relationship – including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

B. No-Harassment Policy

The City of Yachats prohibits harassment of any kind in the workplace, or harassment outside of the workplace that violates its employees' right to work in a harassment-free workplace.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City -related or –sponsored trips (such as conferences or work-related travel), and during off-hours when that off-duty conduct creates an unlawful hostile work environment for any of Yachats' employees. ***Such harassment is prohibited whether committed by Yachats' employees or by non-employees, such as elected officials, members of the community, and vendors.***

Sexual Harassment

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

1. submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual

prowess, or deficiency; leering, whistling, touching, assault, sexually suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; or discriminatory treatment based on sex. This is not a complete list.

Other Forms of Prohibited Harassment

Other forms of prohibited harassment under the City's policy and Federal and Oregon law include harassment against an individual based on the individual's race, color, religion, national origin, age, sexual orientation, marital status, disability, protected activity, and any other status protected by applicable law.

Such harassment may include verbal, written or physical conduct that denigrates or shows hostility towards an individual because of any protected status, and can include:

- jokes, pictures (including drawings), epithets, or slurs;
- negative stereotyping;
- threatening, intimidating, or hostile acts that relate to a protected class; or
- written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

Bullying

The City strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on web sites for co-workers, managers or supervisors or elected officials.

Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and bullying. Further, all employees are responsible for respecting the rights of other employees and strictly adhering to the letter and spirit of this policy. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or the City Administrator, at any time if they have questions relating to the issues of discrimination, harassment, or bullying.

Employees are strongly encouraged to tell the harasser that the behavior is offensive and unwanted, and that they want it to stop. Employees who have experienced any harassment, discrimination, or bullying, are expected and required to bring the matter to the attention of Human Resources or a supervisor or member of management as soon as possible.

In addition, any employee who observes any conduct that he or she believes constitutes harassment, discrimination, or bullying, or who receives information about these types of incidents that may have occurred, must immediately report the matter to the City Administrator.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Protection Against Retaliation

The City prohibits retaliation in any way against any employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) harassing, discriminatory, or bullying conduct, or has participated in an investigation of such conduct. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See *also* the Policy on Non-Retaliation, below.

C. Disability Accommodation Policy

Accommodations

The City will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operation of the City.

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, the City) and which permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or

to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations, modifying training materials or policies, providing readers and interpreters or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position or participate in the employment process. All requests for accommodation should be made with the City Administrator, and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his or her need for a reasonable accommodation.

D. Policy on Non-Retaliation

The City's policy prohibits the taking of any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. All City employees, managers/supervisors and elected officials are encouraged to report in good faith all information regarding alleged improper or wrongful activity that may constitute:

- Discrimination or harassment;
- Fraud;
- Unethical or unprofessional business conduct;
- Noncompliance with City policies/procedures;
- Circumstances of substantial, specific or imminent danger to an employee, manager/supervisor, elected official or the public's health and/or safety;
- Violations of local, Oregon or federal laws and regulations; or
- Other illegal or improper practices or policies.

The City encourages timely disclosure of such concerns and prohibits retribution or retaliation against any employee (or member of the public) who, in good faith, reports such concerns. No employee, manager or supervisor will be exempt from the consequences of misconduct or inadequate performance by reporting his or her own misconduct or inadequate performance.

Protection from Retaliation

Any City employee, manager/supervisor or elected official who, in good faith, reports such incidents as described above will be protected from retaliation (defined as an adverse action taken because an individual has engaged in protected activities), threats of retaliation, discharge, or other discrimination including but not limited to discrimination in compensation or terms and conditions of employment that are directly related to the disclosure of such information. In addition, no City employee may be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations.

Reporting Process

Employees should timely report evidence of alleged improper activity as described above by contacting their immediate supervisor, department head or the City Administrator. Any instances of alleged retaliation or retribution should be reported in the same manner.

All reports will be handled as promptly and discreetly as possible, with facts made available only to those who need to know to investigate and resolve the matter.

II. Employment Status

A. Probationary Period of Employment

All new employees, including current employees who are promoted or transferred within the City, are hired into an probationary period that generally lasts no less than six (6) months. The probationary period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by your manager. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if your knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if the City meets your expectations of an employer.

At or before the end of the probationary period, a decision about your employment status will be made. The City will decide whether to: (1) Move you to regular, full-time or regular, part-time status; or (2) Terminate your employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both you and the City may terminate the employment relationship during the probationary period for any or no reason. Further, completion of the probationary period does not entitle you to remain employed by the City for any definite period of time. Both you and the City are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

B. Promotional Probation

Every promoted employee shall serve a probationary period of six (6) months. The promoted employee shall be compensated at the permanent rate of the higher job classification. If, before the end of the probationary period, the promoted employee fails to meet the required work standard, or at the employee's option, the promoted employee shall return to his/her previously held position and wage rate. No promoted employee shall be terminated from employment without just cause.

C. Employee Classification

The City classifies employees as follows:

1. Regular Full-time: Employment in an established position requiring 40 hours or more of work per week.
2. Regular Part-time: Employment requiring less than 40 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time.
3. Temporary: Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Participation in benefits programs for temporary employees is limited to eligibility for workers' compensation. Temporary employment can either be full-time or part-time.

Additionally, all employees are defined as either “exempt” or “nonexempt,” which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all the City’s rules and procedures.

D. Reinstatement

Employees who resign from the City of Yachats in good standing may be eligible for re-employment consideration. To determine eligibility, former employees must re-file an employment application with the City of Yachats. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. When a position becomes available, the hiring supervisor will review the former employee's performance record and the circumstances surrounding his/her departure from the City of Yachats. We are not obligated to rehire former employees.

E. Prior Service Credit

Employees who are rehired by the City of Yachats will receive credit for prior time worked as follows:

Employees who were terminated because of a reduction in workforce will receive credit for prior time worked for the purposes of benefit eligibility if they are re-employed within 12 months after the termination date.

Employees who voluntarily terminate their employment with the City of Yachats will receive credit for prior time worked for the purposes of benefit eligibility, subject to management approval, if re-employed within 12 months after the termination date. However, a new anniversary date will be established based on the date of reinstatement.

Rehired employees may be subject to a six-month probationary period and may be asked to attend all medical assessments required of employees otherwise hired.

F. Timekeeping Requirements

All non-exempt employees must accurately record time worked on a time card for payroll purposes. Employees are required to record their own time at the beginning and end of each work period, including before and after the meal period. Employees also must record their time whenever they leave the building for any reason other than City business. Filling out another employee’s time card, allowing another employee to fill out your time card, or altering any time card will be grounds for discipline up to and including termination. An employee who fails to record his or her time may be subjected to discipline as well.

Salaried exempt employees also may be required to record their time on either a time card or time sheet. These employees will be instructed separately on this process.

E. Employee-Incurred Expenses and Reimbursements

The City will pay actual and reasonable business-related expenses you incur in the performance of your job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by your supervisor/manager before they are incurred. The City will not pay for or reimburse the costs incurred by a spouse, registered domestic partner or travel companion who accompanies the employee on City - approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting their payment or reimbursement.

Some examples of actual and reasonable business-related expenses that the City will reimburse/pay for are:

- *Conferences or Workshops:*
- *Education:*
- *Meals:*
- *Mileage and Parking:* Employees will be reimbursed for authorized use of their personal vehicles at a rate established by the Internal Revenue Service. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by the City.

F. Payroll Policies

The City of Yachats issues payroll checks twice a month: the 15th and the last day of the month. If either of those days falls on a weekend or Monday Holiday, the payroll checks will be released on the Friday before. Payroll is calculated including the last day of the payroll period. In order to provide adequate time for personnel to process payroll, the time sheets will be submitted at least one day prior to the end of the period, using estimated hours for the final day. Adjustments will be made on the timesheet for the next payroll period if needed to accurately reflect time worked. Supervisors review and approve time sheets. Processed and signed checks may be released the day before payday. However they are not be deposited until the date shown on the check.

G. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current can be important to you with regard to pay, deductions, benefits and other matters. If you have changes in any of the following items, please notify the City Administrator to assure that the proper updates/paperwork are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

H. Performance Reviews

All City employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and termination. Any employee who fails to satisfactorily perform the duties of their position is subject to disciplinary action.

It is the City's goal is to provide an employee with his/her first formal performance evaluation within six months after hire or promotion. After the initial evaluation, the City will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than thirty days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

III. Time Off and Leaves of Absence

A. Attendance, Punctuality and Reporting Absences Policy

Employees are expected to report to work as scheduled, on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized City business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via a telephone call. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

B. Vacation

It is the policy of the City to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's contract.

Employees shall be eligible for paid vacation after six (6) months of continuous service with the City. Vacation benefits shall be computed from the date of hire.

Employees will accrue vacation hours on a monthly basis.

Vacations will be granted at the time requested by the employee, subject to supervisory approval and reasonable operational requirements. If the City is compelled by operational requirements to limit vacations, the employee with the greatest seniority shall be given preference of choice for vacation dates. This seniority right shall be exercised only once per fiscal year.

Any employee who resigns, is laid off, discharged, or retires from the service of the City for any reason prior to taking his/her vacation shall be compensated by check for all earned but unused vacation she/he accumulated at the time of separation.

In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.

Employees are not entitled to pay in lieu of taking time off for vacation.

C. Sick Leave

The City recognizes that an employee's inability to work because of illness or injury may cause economic hardship. For this reason, the City provides paid sick days employees. The days are provided only for the employee's own illness or injury.

Employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of active employment.

Employees shall be allowed sick leave compensation when an employee is unable to work because of illness or injury or communicable disease. Sick leave may be used for attending to illness, injury or disease in the employee's immediate family.

Abuse of sick leave is cause for disciplinary action up to and including discharge.

An employee who returns following a layoff or a leave without pay shall have reinstated sick leave credits previously accrued.

In the event of any employee's death or retirement, the beneficiary or employee shall receive fifty (50) percent cash value of all accrued sick leave. All lump sum payment or credits for accumulated sick leave in these instances will be calculated at the same pay rate as existed at the time of the employee's death or retirement. Only employees who have worked for the City for ten (10) years shall be eligible for the retirement cash-out.

Any City employee may donate a portion of their own accumulated sick leave to another City employee who is off work and who has exhausted their sick leave. Employees may donate up to eighty (80) hours of sick leave, as long as they retain a balance of at least forty (40) hours of their own account.

A medical leave of absence without pay for a period of six (6) months may be granted any regular employee with at least one (1) year continuous service prior to the medical leave. The City shall maintain the employee's insurance benefits during their absence and the employee shall continue to accrue seniority. The employee shall be returned to his/her same position upon completion of such leave. The leave period may be extended with the approval of the City.

D. Holidays

The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas

Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever the holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

An employee on an authorized sick leave or vacation when a holiday occurs shall not have such holiday charged against the leave or vacation.

The rate an employee shall be compensated for working a holiday shall not exceed the rate of two (2) times the normal rate of pay in addition to holiday pay.

Regarding covering holidays for state-mandated tests, the Public Works supervisor shall solicit volunteers previous to each holiday. Holiday overtime assignments shall be assigned on the basis of seniority if there is more than one volunteer. If all employees refuse then the supervisor may assign the overtime to the least senior employee.

If the holiday falls on the employee's scheduled day off, the employee shall receive hour-for-hour compensated time off.

E. Family Medical Leave

Statement of No FMLA/OFLA Coverage

City employees are not eligible for leaves of absence under the Oregon Family Leave Act (OFLA) or the federal Family Medical Leave Act (FMLA) due to the entity's small size.

One exception is that the City will honor requests from eligible employees to take a leave of absence under the Oregon Military Family Leave Act. Thus, during a period of military conflict, as defined by law, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces ("Military Spouse"), and who has been notified of an impending call or order to active duty (or who has been deployed) is entitled to a total of 14 days of unpaid leave per deployment after the Military Spouse has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment. To be an eligible employee and entitled to this leave, the employee must have worked an average of 20 hours per week prior to beginning the requested leave.

F. Bereavement Leave

A leave of absence with pay for up to three (3) days if in-state and five (5) days if out-of-state shall be granted an employee when a death in the employee's family requires the employee's absence. Should circumstances require an employee to be absent longer than the three (3) or five (5) days, the days in excess shall be charged against accumulated sick leave and vacation leave.

G. Jury and Witness Duty

When an employee is called for jury duty or subpoenaed to appear in court as a witness related to his/her employment with the City, he/she will not suffer any loss of pay. She/he shall transfer any and all compensation less mileage allowance received to the City and receive his/her regular compensation for the time covered by the absence. Time not worked because of such service will not affect vacation or sick leave accrual.

H. Religious Observances Leave and Accommodation Policy

The City respects the religious beliefs and practices of all employees. The City will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the City Administrator.

I. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his or her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to the City Administrator as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, the City may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

J. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his or her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or similar paid time off while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the City Administrator as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give oral or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any other person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact the City Administrator immediately with requests for reasonable safety accommodations.

K. Military Leave

Employees who wish to serve in the military and take military leave should contact the City Administrator for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

IV. Employee Benefits

A. Healthcare Benefits

Employees who meet the definition of “benefit eligible” under both City policy and that of its health insurance provider are entitled to the benefit options offered by the City. Generally speaking, that means the City offers medical/vision and dental insurance for all of its regular, full-time employees and their dependents. The City and the employee split the increase in premium 50/50 each year over the base rate that was established to be paid by the City.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by the City. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by the City, employees will be advised and provided with copies of relevant plan documents. Copies are available from the City Administrator.

B. Employee Assistance Program (EAP)

This free, confidential service is provided to all employees covered by our medical insurance benefits, and their covered dependents who may be experiencing life problems. Information regarding this service can be obtained by contacting the City Administrator..

C. Workers' Compensation and Safety On the Job

You are protected by Workers' Compensation Insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

Steps to Take if You are Injured on the Job

To ensure that you receive any workers' compensation benefits to which you may be entitled, you must do all of the following:

1. Immediately report any work-related injury to your supervisor. You must report the injury at the time it happens, and no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to City Administrator.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return to Work

If you require workers' compensation leave, the City will strive to reemploy you to the most suitable vacant position available. However, you must first submit documentation from a health care provider who is familiar with your condition demonstrating your ability to return to work and perform the essential functions of the position.

When returning from a workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position

is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Overlap with Other Laws

The City will account for other leave and disability laws that might also apply to your situation, such as the ADA and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the Americans with Disabilities Act and/or applicable Oregon laws covering disabilities in the workplace.

I. PERS (Public Employees' Retirement System) Benefits

The City participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. For information about the City's contributions to employee PERS or OPSRP plans, please see the City Administrator.

V. Miscellaneous Policies

A. Alcohol/Drug Use, Abuse and Testing

Alcohol/Drug Use, Abuse and Testing Policy

Prohibited Conduct

The following conduct is strictly prohibited and will result in disciplinary action up to and including termination:

- a. Possession, sale and/or use of drugs on City premises, while in City provided clothes, while on City or work-related travel, or while on City business;
- b. Failure to notify the City of an arrest or conviction under any criminal drug or alcohol statute within two days of the arrest or conviction;
- c. Possession and/or consumption of alcoholic beverages or being under the influence of alcohol during work hours, while in City provided clothes or on City premises, while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business), or while performing job functions other than at the employee's home; or.
- d. Being under the influence of drugs while on duty, on City premises, on City work time, while in City provided clothes, while on City business, or while operating an City vehicle (or while operating a personal vehicle in connection with the performance of City business).

As used in this policy, "drug" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.

Prescription Medication and Medical Marijuana

An employee who uses prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or that may affect the safety or well-being of others, must notify the City Administrator of such use immediately before starting or resuming work. This includes, without limitation, medical marijuana. Employees who use medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as City will not agree to allow an employee to use medical marijuana as an accommodation. (See "Disability Accommodation Policy," above.)

Testing

The City reserves the right to:

- a. subject applicants who are given a conditional offer of employment in a safety-sensitive position to a drug and/or alcohol test;
- b. test employees reasonably suspected of using drugs or alcohol in violation of this policy;

- c. discipline or discharge employees who test positive or otherwise violate this policy; and
- d. test employees after an on-the-job accident.

The phrase "reasonable suspicion" (or in any variation) used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:

- a pattern of abnormal or erratic behavior;
- information provided by a reliable and credible source;
- a work-related accident;
- direct observation of drug or alcohol use;
- presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- unexplained significant deterioration in individual job performance;
- unexplained or suspicious absenteeism or tardiness;
- employee admissions regarding drug or alcohol use; and
- unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the City Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate his/her "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by the City Administrator. The letter of notification shall state the particular substance identified by the laboratory tests. The employee may request a third test of the sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, the City may search the employee's possessions located on City property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to City property, or in property, equipment or supplies provided by City to employee.

Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report:

- any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- entry into a drug court or diversion program; or
loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action up to and including termination.

Drug and Alcohol Treatment

The City recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes that he or she has a problem involving the use of alcohol or drugs should ask a supervisor or the City Administrator for assistance.

The City will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and the City to the extent its existing benefits package covers some or all of the program costs.

Although the City recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of the City's policy is discovered, the employee's willingness to seek the City's or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such

information to any other person, agency, or the City is prohibited unless written authorization is obtained from the employee.

B. Cellular Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones, Androids, and similar devices), tablets and similar devices, all of which are referred to as “Cellular Devices” in the Cellular Devices Policy.

Cell Phones and Cellular Devices in General (both City provided and personal cell phones/cellular devices)

Employees are allowed to bring personal cell phones and Cellular Devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City provided cell phones/Cellular Devices may not violate the City’s policies against harassment and discrimination. Thus, employees who use a personal or City provided cell phone/Cellular Device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) that is harassing or otherwise in violation of the City’s no-harassment and no-discrimination policies will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or City provided cell phone/Cellular Device for work purposes outside of their normal work schedule without written authorization in advance from the City Administrator. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

Employee Use of City Provided Cell Phones/Cellular Devices

Cell phones/Cellular Devices are made available to City employees on a limited basis to conduct City business. Determinations as to which employees receive City provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or Cellular Device. In some cases, the City may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of the City away from the office (see City Administrator for more information).

Employees who receive a cell phone or Cellular Device from the City must agree to not use the cell phone/Cellular Device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or Cellular Device from the City must acknowledge and understand that because the cell phone/Cellular Device is paid for and provided by the City, or subsidized by the City, any communications (including text messages) received by or sent from the cell phone/Cellular Device may be subject to inspection and review if the City has reasonable grounds to believe that the employee’s use of the cell phone violates any aspect of the Cellular Device Policy or any other City policy. An employee who refuses to provide the City access to his/her personal cell phone/Cellular Device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Employees may not use City provided cell phones or Cellular Devices to call 1-900, 1-976 or similar “pay per minute” services. Further, family and friends may not use an employee’s City provided cell phone/Cellular Device.

Employee Use of Cell Phones/Cellular Devices with Cameras

Cameras of any type, including cell phones with built-in cameras and video photography devices, may not be used during working hours, or at any City sponsored function unless authorized to do so by the City Administrator.

Cell Phones/Cellular Devices and Public Records

City related business conducted on City provided or personal cell phones/Cellular Devices, may be subject to disclosure under Oregon’s Public Records laws.

Cell Phone/Cellular Device Use While Driving

The use of a cell phone or Cellular Device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of hand-held cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by the City.

Employees are prohibited from using hand-held cell phones for any purpose while driving on City authorized or City related business. This policy also prohibits employees from using a cell phone or other device to send or receive text or “instant” messages while driving on City business. Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or Cellular Device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

C. Use of City Email and Electronic Equipment, Facilities and Services

The City uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, e-mail, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such City property.

Ownership

All information and communications in any format, stored by any means on or received via the City’s electronic equipment, facilities or services is the sole property of the City.

Use

All of the City’s electronic equipment, facilities and services are provided and intended for City business purposes only and not for personal matters, communications or

entertainment. Access to the Internet, web sites and other electronic services paid for by the City are to be used for City business only. This means, for example, that employees may not use the City provided Internet, or City electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate the City's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind ;
- Engage in any activity that violates the rights of any person or company protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other City specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, and movies and TV shows. Streaming audio is allowed, providing it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use City provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). City email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

Inspection and Monitoring

Employee communications, both business and personal, made using City electronic equipment, facilities, and services are not private. Any data created, received or transmitted using City equipment, facilities or services are the property of the City and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on the City's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the City's ownership of the electronic information, electronic equipment, facilities, or services, or the City's right to inspect such information. The City reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of the City's electronic equipment, facilities and services, including all communications and internet usage and resources visited. The City will override all personal passwords if it becomes necessary to do so for any reason.

Personal Hardware and Software

Employees may not install personal hardware or software on the City's computer systems without approval from the City Administrator. All software installed on the City's computer systems must be licensed. Copying or transferring of City owned software may be done only with the written authorization of the City Administrator.

Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by City management. No employee can examine, change or use another person's files, output or user name unless they have explicit authorization from the City Administrator to do so.

Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Web Sites

The City's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate the City's policies on harassment and discrimination.

D. Social Media

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of the City or the City's legitimate business interests may result in disciplinary action up to and including termination.

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate the City's no-harassment and no-discrimination policies and that include discriminatory remarks, harassment, or threats of violence or similar inappropriate or unlawful conduct.

Do not create a link from your blog, website or other social networking site to a City owned or City maintained website without identifying yourself as a City employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are a City employee, and make it clear that your views do not represent those of the City or its employees or elected officials.

Encouraged Conduct

Always be fair and courteous to co-workers, the citizens we serve, the City's employees and elected officials, and suppliers or other third parties who do business with the City. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

Maintain the confidentiality of the City's confidential information. Do not post internal reports, policies, procedures or other internal, City related confidential communications or information. (See "Confidential City Information" policy, below.)

Request for Employee Social Media Passwords

The City's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a user name and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits the City from requiring an employee to produce content from his or her social media or internet account in connection with a City sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

E. Confidential City Information

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with City policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City) may be removed from our premises without permission from the City. Likewise, any materials developed by the City's employees in the performance of their jobs is the property of City and may not be used

for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to the City's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

F. Ethics

At the City, we believe in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of the City or the City's citizens.

We at the City are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If you are coming to the City from work in the private sector, you may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If you have questions about whether an activity meets the City's or Oregon's ethical standards, please talk with your manager. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action up to and including termination.

G. Open-Door Policy

The City's Open Door Policy is based on our belief that employee suggestions for improving the City are welcome at any time. If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in the City, please raise them first with your immediate supervisor. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Administrator.

H. Outside Employment

Generally, employees may obtain employment with an employer other than the City or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of City time (including the employee's work time), facilities, equipment and supplies, or the prestige or influence of the employee's position with City. In other words, the employee may not engage in private business interests or other employment activities on the City's time or using the City's property;

- The performance of an act that may later be subject to control, inspection, review or audit by the department for whom the employee works; or
- Receipt of money or other consideration for performance of duties that the employee is required to perform for the City.

The City requires employees to report outside employment to their City Administrator on an annual basis, or sooner if any changes in outside employment occurs.

I. Criminal Arrests and Convictions

Employees must promptly and fully disclose to their supervisor on the next working day:

1. All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on City property, or in an City vehicle (see “Alcohol/Drug Use, Abuse and Testing” policy above);
2. All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
3. If you are arrested, cited or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, including termination.

J. Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of City employees to express their personal political views.); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

K. Bad Weather/Emergency Closing

Except for regularly scheduled holidays identified by the City (see “Holidays” section, above), the City is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond our control, such as inclement weather, a national crisis, or other emergencies that make one or more of our office locations inaccessible for all or part of a regularly scheduled workday, the City Administrator (or his/her designee) will decide whether to and to what extent the City will close. Employees will be reached via phone or text message.

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If you cannot safely report to work in such circumstances, you should contact your manager. If staff cannot reach the office and are able to serve the City from home, you should do so subject to approval by your manager or supervisor. Safety and a trustworthy approach are your guides.

L. Driving While on Business

Employees using a private vehicle to conduct the City's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized City business use should make any necessary arrangements with their insurance carriers.

The City may verify the validity of your driver's license and/or your driving record at the time of hire and at any point during your employment. Once you are employed with the City, we will receive automated reports from the Department of Motor Vehicles (DMV). The reports notify the City when there are transactions on your driving record such as speeding tickets and citations.

While on City business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, above.

M. Workplace Violence

The City recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee or member of the public against another person's life, health, well-being, family, or property will be dealt with in a zero tolerance manner by the City.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with the City, or that threaten the safety, security or financial interests of the City. Employees should make such reports directly to the City Administrator.

The City also may conduct an investigation of a current employee where the employee's behavior raises concerns about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

N. Workplace Inspections – No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by the City pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voice mail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voice mail and computer systems assigned to them by the City; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

O. Smoke-Free Workplace

The City provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars and e-cigarettes), and the use of oral tobacco products or "chew/spit" tobacco. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

The City buildings and vehicles are tobacco-free areas. Tobacco use is prohibited during working hours. Further, the City prohibits tobacco use in or around City vehicles and equipment or machinery.

If you wish to smoke, you must do so outside of the City's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows. The City has established employee smoking areas that your supervisor can show you.

VI. Termination of Employment

A. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the City's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other City records.
- Recording of work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time sheets (your own or another employee's).
- Theft or the deliberate or careless damage or destruction of any City property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of City equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on City property.
- Carrying firearms or any other dangerous weapon on City premises at any time.
- Engaging in criminal conduct while at work.
- Causing, creating or participating in a significant or substantial disruption of work during working hours on City property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another City employee, customer or vendor.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you.
- Sleeping or malingering on the job.
- Excessive personal telephone calls during working hours.
- Unprofessional appearance during normal business hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City.
- Misrepresentation of City policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City. Employees may not use the City's name, logo, likeness, facilities, assets or other resources of the City for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or City policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the City or outside regulatory or legislative bodies.
- Failing to timely pay water/sewer/tax accounts with the City on time, and/or whose City provided services are disconnected. This includes, without limitation,

situations where the employee writes a check to the City that is refused for payment due to non-sufficient funds.

- Harassment or discrimination that violates City policy.

This statement of prohibited conduct does not alter the City's policy of at-will employment. With the exception of employees subject to a collective bargaining agreement or contract of employment, the City remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Corrective Action/Discipline Policy

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet City standards, the City will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City policies, procedures and rules and for other inappropriate behavior or conduct, the City may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City may also choose to send the employee to training or an education opportunity.

In all cases, the City retains sole discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case. Accordingly, the City reserves the right to proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when the City deems such action appropriate. The City retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

B. Retirement or Resignation From Employment

If you choose to resign or retire, it is anticipated that you will give the City as much notice as possible – preferably a minimum of two weeks. When giving your two-weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two-weeks' notice of your intent to leave the City, you will not be eligible for re-employment at a later date.

Employees who miss three or more consecutive work days without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with the City Administrator before making a final decision.

Employees must return all City property, including phones, computers, identification cards, credit cards, keys, and manuals, to the City Administrator on or before their last day of work.

C. References

All requests for references or recommendations must be directed to the City Administrator. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing LinkedIn “recommendations” or using a website on the internet to discuss a current or former employee’s performance.

By policy, the City discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

Employee Acknowledgement

Acknowledgment of Receipt of 2016 Personnel Policies

I acknowledge that I have received and will read a copy of City of Yachats 2015 Personnel Policies. I also understand that a copy of the Personnel Policies] is available to me at any time to review in the Document Library and in the City Administrator's Office.

I understand that the City of Yachats has adopted the Personnel Policies only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in the City's sole discretion. I also understand that the Personnel Policies control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either the City or I may terminate my employment relationship at any time, for any or no reason, with or without cause, and with or without advance notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City's policies regarding equal employment opportunity and provides a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to my supervisor, the City Administrator, or any trusted manager or supervisor.

During my employment with the City, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new polices as issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Employee Signature

Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.

CITY OF YACHATS
RESOLUTION NO. 2016-01-04

WHEREAS, City Council interviewed John Moore and Lisa McGrath for membership on the Budget Committee and Finance Committee at the January 14, 2016 meeting;

NOW THEREFORE, the City of Yachats makes the following reappointments and appointments:

Budget Committee:

Brad Webb	Reappointment	Seat E	Term Ends December 31, 2018
Lisa McGrath	Appointment	Seat D	Term Ends December 31, 2018

Finance Committee:

Lisa McGrath
John Moore

This Resolution is memorializing an action taken by City Council at the January 14, 2016 meeting and was effective as of that date.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

CITY OF YACHATS
RESOLUTION NO. 2016-02-01
Supplemental Budget 2015-2016 Fiscal Year Budget

WHEREAS, the City Council held a Public Hearing on February 11, 2016 to discuss the proposed Supplemental Budget for the 2015-2016 Fiscal Year; and

WHEREAS, the following changes were proposed to be made to the 2015-2016 Fiscal Year Budget:

General Fund – Fund 10

Revenue:

- Cash Carried Forward was changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- Misc. Local Sources was increased to reflect the actual amount that had been received through the first half of the year.

Expenditures:

- The Code Enforcement line was increased to include the expenses related to the expenses for the Municipal Court Judge and the City Attorney related to a Municipal Court Case. In the original budget, the only expense in that line had been the contract amount for the Code Enforcement Officer.
- The line for Council and Commission Education was increased to cover the actual expenses for the year.
- The line item for insurance was increased to cover the cost for the premium for the old bank building which was not known at the time of the original budget since the City had not yet purchased the building.
- The Office Utilities line was increased due to the purchase of the old bank building.
- Money was added to the Professional Services Line for the City Administrator Search Firm Contract.
- Money was added to the Operating Equipment line to cover the cost of new computers in the Civic Meeting Room.
- The transfer to the Street Fund was reduced.
- The transfer to the Parks & Commons Fund was reduced by \$5,855 due to the Cash Carried Forward available in the Parks & Commons Fund.
- The Contingency Line was increased.
- The transfer to the Storm Drain Fund was increased to cover the cost for the slide repair.

Visitors Amenities Fund – Fund 12

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- The amount of the transfer from the General Fund to the Visitors Amenities fund was changed in the General Fund when the expected amount of Occupancy Tax was increased at budget time, but the change was not made in the Visitors Amenities Fund at the same time.

Capital Reserve Fund – Fund 15

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- LID Assessments was increased to reflect the lump sum payment by the Bank of the West for 12 lots in the East Hillside Local Improvement District.
- Interest Received line was increased due to the Local Improvement District payment from the Bank of the West.
- The amount of the transfer from the Water Fund was increased in the Water Fund when the revenue from sales was increased during the budget process but it was not increased in the Capital Reserve Fund at the same time. The line item in this fund has now been increased to match the amount actually transferred in from the Water Fund.
- The amount of the transfer from the Sewer Fund was increased in the Sewer Fund when the revenue from sales was increased during the budget process but it was not increased in the Capital Reserve Fund at the same time. The line item in this fund has now been increased to match the amount actually transferred in from the Sewer Fund.
- Money in the Hwy 101 Fund for the sewer line that will not be completed is being returned to the Reserve Fund.

- With the end of the contract with the USFS for daily operations at the wastewater treatment plants at Angell Job Corps and Cape Perpetua funds that had been set aside for general community benefit programs were transferred to the Capital Reserve fund as a payment toward the loan for purchase of the old bank building.
- The amount of the transfer from the Parks and Commons Fund was increased to cover the cost of the fire rated doors which will cost more than anticipated at budget time.

Expenditures:

- The City Hall Reserve line item was increased to include the amount interest from the Bank of the West, which was then used as part of the purchase price for the old bank building.
- Remodeling the old bank building for new uses will be from this line as well.
- The new utility billing software will not cost the full amount budgeted originally and the decision was made to not replace the other modules at this time.
- Changes have been made in the lines for projects in the Parks and Commons for the bathroom remodel, Commons roof, fire-rated doors and several small projects.
- The system-wide SCADA update has been added to the water system projects.
- Pumps have been added to the sewer system improvements.

Hwy 101 Improvements – Fund 20

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- Funds were transferred from the Capital Reserve Fund to cover the increased cost for the waterline project.

Expenditures:

- The sewer line will not be completed so the line was deleted.
- The money that had been transferred from the Capital Reserve Fund for the sewer line in the 2014-2015 budget less the money spent is being transferred back to the Capital Reserve Fund.
- The line for the water line has been increased to cover the engineering contract and the construction contract for that project.

Street Fund – Fund 21

Revenue:

- The transfer from the General Fund was reduced because expenses were also reduced.

Expenditures:

- The line item for Administration was reduced to \$0. This amount was transferred back to the General Fund to provide funds for the City Administrator search.
- The line item for Street Improvements was reduced because the final costs for the projects completed this year were less than budgeted.

Parks & Commons Fund – Fund 24

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- The Transfer from the General Fund was reduced by the amount of the Cash Carried Forward.

Expenditures:

- The amount of the Building Improvements was moved to the line for transfer to the Reserve Fund to cover the cost for the fire rated doors and installation.

Storm Drain Fund – Fund

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- The transfer from the General Fund was increased to help cover the cost of the slide repairs

Expenditures:

- The Storm Drain Construction Line was added to cover the cost of the slide repairs.

Water Fund – Fund 60

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.

Expenditures:

- The line item for Administration was reduced and added to Professional Services to help cover the cost for the search for a City Administrator.
- The contingency line was also increased by the increased amount in the Cash Carried Forward.
- Money was added to the Office Equipment line to cover the cost of new computers in the Civic Meeting Room.

Water Construction Fund

This fund was reactivated to be used for construction of the water tank south of the Yachats River and lines were added for the loan/grant from the State of Oregon and the expenses for the remainder of the year. Most of the actual budget will be carried forward to the 2016-2017 fiscal year.

Sewer Fund – Fund 70

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.

Expenditures:

- The line item for Administration was reduced and added to Professional Services to help cover the cost for the search for a City Administrator.
- The contingency line was also increased by the increased amount in the Cash Carried Forward.
- Money was added to the Office Equipment line to cover the cost of new computers in the Civic Meeting Room.

USFS Contract – Fund 80

The contract with the USFS for daily operations at the wastewater treatment plants at Angell Job Corps and Cape Perpetua ended in November 2015. While the City still has a small contract to assist the Forest Service in case of emergencies for the next 12 months, the contract amount cannot exceed \$5,000. So, adjustments were made to most lines in the fund and money from that fund, including funds that had been set aside for general community benefit programs were transferred to the Capital Reserve Fund as a payment toward the loan for purchase of the old bank building.

NOW THEREFORE, the City of Yachats resolves the appropriations in the 2015-2016 Budget shall be amended as attached in “Exhibit A” following.

PASSED AND ADOPTED this 11th day of February, 2016. THIS RESOLUTION IS EFFECTIVE UPON ADOPTION.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

General Fund - Fund 10

City of Yachats Budget Fund 10 - General Fund - 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	\$ 110,043	\$ 110,043	\$ 110,043	\$ 138,948	\$ 28,905
4110	Property Taxes - Current	\$ 37,000	\$ 37,000	37,000		
4120	Property Taxes - Prior	\$ 5,000	\$ 5,000	5,000		
				-		
4210	Business Licenses	\$ 11,000	\$ 11,000	11,000		
4211	Transient Rental Licenses	\$ 13,700	\$ 13,700	13,700		
				-		
4221	Cable Franchise Tax	\$ 11,000	\$ 11,000	11,000		
4222	Telephone Franchise Tax	\$ 4,500	\$ 4,500	4,500		
4223	Disposal Franchise Tax	\$ 7,700	\$ 7,700	7,700		
4224	Electric Franchise Tax	\$ 35,700	\$ 35,700	35,700		
4230	Permits and Filing Fees	\$ 2,000	\$ 2,000	2,000		
4235	Fines/Liens			-		
4240	Transient Room Tax	\$ 563,000	\$ 598,000	598,000		
4390	Miscellaneous Charges			-		
4410	Interest Earned			-		
4490	Other Local Sources	\$ 2,436	\$ 2,436	2,436	\$ 3,375	\$ 939
4495	Other Invoice Misc. Services			-		
4610	Cigarette Tax	\$ 842	\$ 842	842		
4620	Liquor Tax	\$ 11,599	\$ 11,599	11,599		
4630	State Revenue Sharing	\$ 13,000	\$ 13,000	13,000		
4590	Other Federal Sources			-		
4690	Other State Sources	\$ 4,000	\$ 4,000	4,000		
4790	Other Local Governments			-		
4852	Earnings From Temp Investments	\$ 12,000	\$ 12,000	12,000		
4810	Urban Renewal Reimbursement	\$ 2,850	\$ 10,000	10,000		
Total Revenue		\$ 847,371	\$ 889,521	\$ 889,521	\$ 919,365	\$ 29,844
Total Revenue		\$ 847,371	\$ 889,521	\$ 889,521		
EXPENDITURES						
PERSONNEL SERVICES						
5111	City Recorder	\$ 32,059	\$ 69,596	69,596		
5112	Administration					
5114	Office Help - position 1	\$ 8,960	\$ 16,801	16,801		
5115	Office Help - position 2	\$ 4,480	\$ 12,321	12,321		
5120	Payroll Taxes	\$ 4,558	\$ 8,895	8,895		
5130	Payroll Benefits	\$ 16,346	\$ 16,346	16,346		
5140	Personnel Allocations & Capitalized	\$ (1,000)	\$ (1,000)	(1,000)		
Total Personnel Services		\$ 65,403	\$ 122,959	\$ 122,959	\$ 122,959	

General Fund - Fund 10

MATERIALS AND SERVICES							
5209 Emergency Prep and Public Safety	\$	7,500	\$	7,500	7,500		
5210 Dues, Memberships, Fees	\$	4,405	\$	4,405	4,405		
5212 Ordinance Enforcement	\$	34,500	\$	40,000	40,000	\$	43,475 \$ 3,475
5213 Council & Commission Education	\$	100	\$	100	100	\$	600 \$ 500
					-		
5216 Reference Materials	\$	150	\$	150	150		
					-		
5222 Insurance	\$	5,466	\$	5,466	5,466	\$	6,815 \$ 1,349
5240 Office Materials, Supplies	\$	1,500	\$	1,500	1,500		
5251 Office Telephone	\$	1,900	\$	1,900	1,900		
5252 Office Utilities	\$	1,500	\$	1,500	1,500	\$	3,000 \$ 1,500
5255 Education and Training	\$	3,350	\$	3,350	3,350		
5260 Professional Services					-	\$	12,000 \$ 12,000
5261 Auditor	\$	4,195	\$	4,195	4,195		
5262 Health and Wellness Program	\$	120	\$	120	120		
5263 Attorney	\$	11,500	\$	11,500	11,500		
5264 Planner	\$	36,015	\$	36,015	36,015		
5270 Travel	\$	3,000	\$	3,000	3,000		
5275 Travel - Council/Commissions	\$	1,200	\$	1,200	1,200		
5311 Equipment Lease	\$	1,900	\$	1,900	1,900		
5330 Maintenance-Land and Structures	\$	500	\$	500	500		
5411 Street Lighting	\$	11,000	\$	11,000	11,000		
5422 Legal Notices	\$	900	\$	900	900		
5439 Miscellaneous Public Services	\$	34,500	\$	36,000	36,975		
5440 Other Office Expense	\$	6,000	\$	6,000	6,000		
5445 Rent Allocation - City Offices	\$	17,800	\$	17,800	17,800		
5470 Equipment Repair & Maintenance	\$	4,200	\$	4,200	4,200		
5490 Other Materials & Services	\$	2,000	\$	2,000	2,000		
Total Materials and Services	\$	195,201	\$	202,201	\$	203,176	\$ 222,000
CAPITAL EXPENDITURES							
5650 Office Equipment and Furnishing						\$	2,340 \$ 2,340
Total Capital Expenditures	\$	-	\$	-	\$	-	\$ 2,340
OTHER EXPENSES							
5800 Contingencies	\$	128,282	\$	80,876	79,901	\$	90,499 \$ 10,598
Total Other	\$	128,282	\$	80,876	\$	79,901	\$ 113,599
OPERATING INTERFUND TRANSFERS							
7121 Operations Transfer to Streets	\$	99,582	\$	99,582	99,582	\$	60,042 \$ (39,540)
7122 Operations Transfer to Library	\$	16,922	\$	16,922	16,922		
7123 Operations Transfer to Museum	\$	1,892	\$	1,892	1,892		
7124 Operations Transfer to Commons	\$	119,373	\$	119,373	119,373	\$	113,551 \$ (5,822)
7125 Transfer to Visitor Amenities Fund	\$	165,900	\$	190,900	190,900		
7126 Transfer to Reserve Fund	\$	10,725	\$	10,725	10,725		
7172 Transfer to Sewer Debt Service fund	\$	10,000	\$	10,000	10,000		
7174 Transfer to Storm Drain Fund	\$	34,091	\$	34,091	34,091	\$	77,535 \$ 43,444
Total Transfers	\$	458,485	\$	483,485	\$	483,485	\$ 481,567
7209 Bldg Systems							
7213 Operating Equipment							
Total Capital Outlay	\$	-	\$	-	\$	-	
Total Expenditures	\$	847,371	\$	889,521	\$	889,521	\$ 919,365 \$ 29,844
8100 UEFB	\$	0	\$	0	\$	0	

Visitor Amenities Fund - Fund 12

City of Yachats Budget Fund 12 - Visitor Amenities Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	367,522	367,522	367,522	\$ 366,744	\$ (778)
4410	Interest Earned	887	887	887		
4861	Transfer from General Fund	165,900	165,900	165,900	\$ 190,900	\$ 25,000
4460	Marketing Programs/Inventory					
Total Revenue		534,309	534,309	534,309	\$ 558,531	\$ 24,222
Total Revenue		534,309	534,309	534,309		
EXPENDITURES						
5110	Personnel Allocation	800	800	800		
5202	Visitor Center	65,000	65,000	65,000		
5263	Fireworks	1,750	1,750	1,750		
5260	Professional Services			-		
5220	GoYachats Website and Marketing	17,600	17,600	17,600		
5223	Beautification			-		
5224	Trails	10,000	10,000	10,000		
5225	Marketing Director's expenses			-		
5490	Other Materials & Services	7,800	7,800	7,800		
5214	Marketing Grant - Events	2,000	2,000	2,000		
Total Materials & Services		104,950	104,950	104,950	\$ 104,950	
OTHER USES						
7904	Visitor Amenities South Gateway and Parking Lot	214,000	214,000	214,000		
Total Capital Outlay		214,000	214,000	214,000	\$ 214,000	
7122	Operations Transfer to Library	2,986	2,986	2,986		
7123	Operations Transfer to Museum	5,675	5,675	5,675		
7124	Operations Transfer to Commons	39,791	39,791	39,791		
Total Transfers		48,453	48,453	48,453	\$ 48,453	
Total Expenditures		367,403	367,403	367,403	\$ 367,403	
8000	Reserved for Future Expenditures	166,906	166,906	166,906	\$ 191,128	\$ 24,222
8100	UEFB	0	0	0		

Capital Reserve Fund - Fund 15

City of Yachats Budget Fund 15 - Reserve Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	1,463,593	\$ 1,463,593	1,463,593	\$ 1,628,935	\$ 165,342
4410	Interest Earned	2,412	\$ 2,412	2,412	\$ 62,961	\$ 60,549
4861	Transfer from General Fund	10,725	\$ 10,725	10,725		
4245	Food and Beverage Tax Revenue	284,000	\$ 284,000	284,000		
4862	Transfer From Water	22,400	\$ 22,400	22,400	\$ 47,400	\$ 25,000
4863	Transfer From Sewer	-		-	\$ 25,000	\$ 25,000
4864	Transfer from Streets	3,867	\$ 3,867	3,867		
4871	Transfer from Parks & Commons	103,000	\$ 103,000	103,000	\$ 111,000	\$ 8,000
4874	Transfer from Library Fund	3,469	\$ 3,469	3,469		
4876	Transfer from Little Log Church & Museum	4,504	\$ 4,504	4,504		
4869	Transfer from Hwy 101 Project - Fund 20				\$ 65,560	\$ 65,560
4690	Other State Sources (grants)			-		
4873	Transfer from S D C Fund			-		
4872	Bank Purchase Loan Payment Received				\$ 56,711	\$ 56,711
4430	LID Assessments	14,584	\$ 14,584	14,584	\$ 117,278	\$ 102,694
4720	Anticipated Grants	10,000	\$ 10,000	10,000		
4810	Urban Renewal Contribution	100,000	\$ 100,000	100,000		
	Total Revenue	2,022,554	2,022,554	2,022,554	\$ 2,531,410	\$ 508,856
	Total Revenue	2,022,554	2,022,554	2,022,554		
EXPENDITURES						
CAPITAL EXPENDITURES						
5641	City Hall Reserve	84,000	\$ 84,000	84,000	\$ 146,306	\$ 62,306
5642	Water Equipment	-				
5643	Sewer Equipment	-				
5644	Street Equipment	-				
	Total Capital Expenditures	84,000	84,000	84,000	\$ 146,306	
OTHER USES						
7121	Transfer to Street Fund	-				
7129	Transfer to HWY 101 Project	-			\$ 45,089	\$ 45,089
7172	Transfer to Sewer Debt Service - Fund 76	305,000	\$ 305,000	305,000		
7902	Parks and Commons Reserve	105,000	\$ 105,000	105,000	\$ 104,506	\$ (494)
7907	Library Reserve	-				
7909	Little Log Church & Museum Reserve	20,000	\$ 20,000	20,000		
7920	Water System	923,800	\$ 923,800	923,800	\$ 653,802	\$ (269,998)
7921	Sewer System	100,000	\$ 100,000	100,000	\$ 120,000	\$ 20,000
7922	Street System	-				
	Total Other Uses	1,453,800	1,453,800	1,453,800	\$ 1,248,397	
	Total Expenditures	1,537,800	1,537,800	1,537,800	\$ 1,394,703	
8000	Reserved for Future Expenditures	484,754	\$ 484,754	484,754	\$ 1,136,707	
8100	UEFB					

Break-down for Reserved for Future Expenditures

City Hall Equipment	\$ 1,800
Water Equipment	\$ 127,423
Sewer Equipment	\$ 23,878
Street Equipment	\$ 17,742
F & B Tax held in reserve	\$ 11,667
Parks & Commons Reserve	\$ 1,134
Library Building & Equipment Reserve	\$ 17,358
Little Log Church & Museum Reserve	\$ 10,176
Water System Improvements	\$ 872
Sewer System Improvement	\$ 272,704
Street System Improvements	\$ -
	<u>\$ 484,754</u>

Projects & Equipment**General Fund**

New accounting & billing software	\$ 60,000
Information Services Development	\$ 24,000
Grant, City Match and Carry-over	
	<u>\$ 84,000</u>

Water System

South Reservoir - Final Eng & bid specs	\$ 150,000
South Reservoir - construction	\$ 485,000
Looping & SCADA Updates	\$ 164,000
Update C & C Part of Water Master Plan	\$ 18,000
Surfside Water Line	\$ 56,800
Reeves Circle Water Line	\$ 50,000
	<u>\$ 923,800</u>

Sewer System

Generator Building - Parkside Pump St	\$ 25,000
Major Equipment or repair	\$ 50,000
Decant Center	\$ 25,000
	<u>\$ 100,000</u>

Parks & Commons

Bathroom Remodel	\$ 10,000
General Park Plan Project - Entry Portal	\$ 22,500
1 & 2 of 4 less grant of \$22,500	
Labyrinth	\$ 8,000
Commons Roof	\$ 65,000
	<u>\$ 105,500</u>

Little Log Church and Museum

Siding	\$ 20,000
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Break-down for Reserved for Future Expenditures AS CHANGED

City Hall Equipment	\$ 5,026
Water Equipment	\$ 126,514
Sewer Equipment	\$ 3,951
Street Equipment	\$ 17,760
F & B Tax held in reserve	\$ 44,792
Parks & Commons Reserve	\$ 24,407
Library Building & Equipment Reserve	\$ 16,873
Little Log Church & Museum Reserve	\$ 10,198
Water System Improvements	\$ 497,878
Sewer System Improvement	\$ 389,308
Street System Improvements	\$ -
	<u>\$ 1,136,707</u>

Projects & Equipment**General Fund**

New accounting & billing software	\$ 7,300
Remodel old bank building	\$ 57,700
Information Services Development	\$ 24,000
Purchase of old bank building	\$ 57,306
	<u>\$ 146,306</u>

Water System

South Reservoir	\$ 52,000
Loan for Bank Purchase	\$ 196,437
Looping	\$ 164,000
Update C & C Part of Water Master Plan	\$ 18,000
Surfside Water Line	\$ 56,800
Reeves Circle Water Line	\$ 50,000
SCADA Updates	\$ 116,565
	<u>\$ 653,802</u>

Sewer System

Generator Building - Parkside Pump St	\$ 25,000
Major Equipment or repair	\$ 50,000
Decant Center	\$ 25,000
Pumps	\$ 20,000
	<u>\$ 120,000</u>

Parks & Commons

Bathroom Remodel	\$ 14,556
General Park Plan Project - Entry Portal	\$ 22,500
Fireproof Doors	\$ 26,000
Labyrinth	\$ 8,000
Commons Roof	\$ 23,450
Misc projects (playground/skate park/lighting)	\$ 10,000
	<u>\$ 104,506</u>

Little Log Church & Museum

Siding	\$ 20,000
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Hwy 101 Improvement - Fund 20

City of Yachats Budget Fund 20 - Hwy 101 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	717,309	717,309	717,309	\$ 727,135	\$ 9,826
4810	Urban Renewal Contribution					
4490	ODOT Grant	520,000	520,000	520,000		
4875	Transfer from Fund 15 - Cap Ex Fund	45,089			\$ 45,089	\$ 45,089
4864	Transfer from Fund 21-Streets	-				
4877	Transfer from Fund 30-Storm Drain					
	Total Revenue	1,282,398	1,237,309	1,237,309	\$ 1,292,224	
Capital Outlay						
7126	Transfer to Reserve Fund				\$ 65,560	\$ 65,560
7223	Hwy 101 Streets/Sidewalks	615,309	615,309	615,309		
7227	Storm Drain - Hwy 101 Project	170,000	170,000	170,000		
7241	Sewer Line Improvements - Hwy 101	64,500	64,500	64,500	\$ -	\$ (64,500)
7242	Waterline Construction - Hwy 101	122,000	122,000	122,000	\$ 167,089	\$ 45,089
7298	Total Capital Outlay	971,809	971,809	971,809	\$ 1,017,958	
Other Uses						
	Total Expenditures	971,809	971,809	971,809	\$ 1,017,958	
8000	Reserved for Future Expenditures	265,500	265,500	265,500	\$ 274,266	
8100	UEFB	45,089	-	-		

Street Fund - Fund 21

City of Yachats Budget Fund 21 - Street Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	41,067	41,067	41,067		
4490	Other Local Sources	-				
4810	Urban Renewal Contribution					
4650	State Highway Allocation	41,515	41,515	41,515		
4690	Other State Sources					
4875	Transfer from Fund 15 - Cap Ex Fund	-				
4861	OP Transfer from General	99,582	99,582	99,582	\$ 60,042	\$ (39,540)
	Total Revenue	182,164	182,164	182,164	\$ 142,624	
	Total Revenue	182,164	182,164	182,164		
	Expenditures					
	Personnel Services					
5112	Administration	15,957	15,957	15,957	\$ -	\$ (15,957)
5113	Field Help	22,803	22,803	22,803		
5120	Payroll Taxes	14,132	14,132	14,132		
5130	Payroll Benefits	23,940	23,940	23,940		
5140	Personnel Allocations & Capitalized	(40,000)	(40,000)	(40,000)		
	Total Personnel Services	36,831	36,831	36,831	\$ 20,874	
	Materials and Services					
5222	Insurance	1,616	1,616	1,616		
5311	Equipment Rental	200	200	200		
5312	Equipment Operation	3,000	3,000	3,000		
5313	Equipment Repair	1,500	1,500	1,500		
5315	System Operations	2,000	2,000	2,000		
5316	System Maintenance	30,000	30,000	30,000		
5317	Tools and Small Equipment	350	350	350		
	Total Materials and Services	38,666	38,666	38,666	\$ 38,666	
	Other Expenses					
	Total Other	-	-	-		
	Other Financing Uses					
7126	Transfer to Reserve Fund	3,867	3,867	3,867		
7129	Transfer to HWY 101 Project Fund					
	Total Transfers	3,867	3,867	3,867	\$ 3,867	
	Capital Outlay					
7223	Hwy 101 Downtown Project-New Fund Opened					
7222	Street Improvements and Devices	102,800	102,800	102,800	\$ 79,217	\$ (23,583)
7298	Total Capital Outlay	102,800	102,800	102,800	\$ 142,624	
	Other Uses					
7900	Other Financing Uses					
7998	Total Other Uses	-	-	-		
8000	Total Expenditures	182,164	182,164	182,164	\$ 142,624	
8100	UEFB	0	0	0		

Storm Drain System - Fund 30

City of Yachats Budget Fund 30 - Storm Drain System 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	4,075	4,075	4,075	\$ 29,731	\$ 25,656
4861	Transfer from the General Fund	34,091	34,091	34,091	\$ 77,535	\$ 43,444
4800	Urban Renewal Contribution					
	Total Revenue	38,166	38,166	38,166	\$ 107,266	\$ 69,100
	Expenditures					
	Materials and Services					
5110	Personnel Services	20,000	20,000	20,000		
	allocation of City crew expense					
5341	System Operations	17,166	17,166	17,166		
5344	System Maintenance					
5317	Tools and Small Equipment	1,000	1,000	1,000		
	Total Materials and Services	38,166	38,166	38,166	\$ 38,166	
	Operating Interfund transfers					
7129	Transfer to Hwy 101 Project Fund					
	Total Transfers	-	-	-		
	Capital Outlay					
7222	Storm Drain Improvements				\$ 69,100	\$ 69,100
7227	Storm Drain Construction					
	Total Capital Outlay	-	-	-	\$ 69,100	
	Other Uses					
	Total Other Uses	-	-	-		
	Total Expenditures	38,166	38,166	38,166	\$ 107,266	\$ 45,146
8100	UEFB	-	-	-		

Storm Drain Improvements include work to repair slide Damage

Water Fund - Fund 60

City of Yachats Budget Fund 60 - Water Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	18,861	18,861	18,861	\$ 28,395	\$ 9,534
4310	Water/Sewer Service	505,000	530,000	530,000		
4320	Installation Charges	3,000	3,000	3,000		
4410	Interest Earned	300	300	300		
4490	Other Local Sources					
4720	Grants					
Total Revenue		527,161	552,161	552,161	\$ 561,695	\$ 9,534
Expenditures						
Personnel Services						
5111	City Recorder	30,227	11,000	11,000		
5112	Administration	31,913	31,913	31,913	\$ 22,913	\$ (9,000)
5113	Field Help	133,611	133,611	133,611		
5114	Office Help - position 1	17,920	14,000	14,000		
5115	Office Help - position 2	17,920	14,000	14,000		
5120	Payroll Taxes	30,649	28,443	28,443		
5130	Payroll Benefits	88,025	88,025	88,025		
5140	Personnel Allocations & Capitalized	(40,000)	(40,000)	(40,000)		
Total Personnel Services		310,266	280,992	280,992	\$ 271,992	
Materials and Services						
5210	Dues, Memberships, Fees	1,200	1,200	1,200		
5217	Septic Service	300	300	300		
5222	Insurance	9,704	9,704	9,704		
5240	Office Materials	1,600	1,600	1,600		
5251	Office Telephone	7,816	7,816	7,816		
5255	Education and Training	1,700	1,700	1,700		
5260	Professional Services	10,000	10,000	10,000	\$ 19,000	\$ 9,000
5261	Auditor	4,895	4,895	4,895		
5270	Travel	2,800	2,800	2,800		
5311	Equipment Rental	1,000	1,000	1,000		
5312	Equipment Operation	4,000	4,000	4,000		
5313	Equipment Repair	3,500	3,500	3,500		
5330	Maintenance - Land and Structures	500	500	500		
5341	Plant and System Operations	45,000	45,000	45,000		
5342	Plant Utilities	20,000	20,000	20,000		
5344	Plant and System Maintenance	37,000	37,000	37,000		
5317	Tools and Small Equipment	3,500	3,500	3,500		
Total Materials and Services		154,515	154,515	154,515	\$ 163,515	
LINE	Capital Expenditures	PROPOSED	APPROVED	ADOPTED		
5650	C/O Office Equipment				\$ 2,340	\$ 2,340
Total Capital Expenditures		-	-	-	\$ 2,340	
Other Expenses						
5800	Contingencies		29,273	29,273	\$ 36,468	\$ 7,195
Total Other		-	29,273	29,273	\$ 36,468	
Other Financing Uses						
Operating Interfund transfers						
7126	Transfer to Reserve Fund	22,400	47,400	47,400		
Total Transfers		22,400	47,400	47,400	\$ 47,400	
Capital Outlay						
7220	Shop/Building Major Maintenance					
Total Capital Outlay		-	-	-		
Other Uses						
7905	Revenue Bonds	17,293	17,293	17,293		
7906	Revenue Bond 97 Issue	22,687	22,687	22,687		
Total Other Uses		39,980	39,980	39,980	\$ 39,980	
Total Expenditures		527,161	552,161	552,161	\$ 561,695	\$ 9,535
8100	UEFB	0	(0)	(0)		

Sewer Fund - Fund 70

City of Yachats Budget Fund 70 - Sewer Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	12,000	12,000	12,000	\$ 20,255	\$ 8,255
4310	Water/Sewer Service	470,000	495,000	495,000		
4320	Installation Charges	600	600	600		
4720	Grants					
4390	Miscellaneous Charges					
4410	Interest Earned	600	600	600		
4490	Other Local Sources					
4690	Other State Sources					
4590	Other Federal Sources					
Total Revenue		483,200	508,200	508,200	\$ 516,455	
Total Revenue		483,200	508,200	508,200		
Expenditures						
Personnel Services						
5111	City Recorder	29,311	11,000	11,000		
5112	Administration	31,913	31,913	31,913	\$ 22,913	\$ (9,000)
5113	Field Help	71,247	71,247	71,247		
5114	Office Help - position 1	17,920	14,000	14,000		
5115	Office Help - position 2	17,920	14,000	14,000		
5120	Payroll Taxes	18,574	16,443	16,443		
5130	Payroll Benefits	75,636	75,636	75,636		
5140	Personnel Allocations & Capitalized		-	-		
Total Personnel Services		262,522	234,239	234,239	\$ 225,239	
Materials and Services						
5210	Dues, Memberships, Fees	550	550	550		
5211	DEQ Fee	1,900	1,900	1,900		
5222	Insurance	12,771	12,771	12,771		
5240	Office Materials, Supplies	1,600	1,600	1,600		
5251	Office Telephone	5,800	5,800	5,800		
5255	Education and Training	2,000	2,000	2,000		
5260	Professional Services		-	-	\$ 9,000	\$ 9,000
5261	Auditor	4,895	4,895	4,895		
5270	Travel	4,050	4,050	4,050		
5311	Equipment Rental	1,000	1,000	1,000		
5312	Equipment Operation	2,000	2,000	2,000		
5313	Equipment Repair	6,000	6,000	6,000		
5330	Maintenance - Land and Structures	2,500	2,500	2,500		
5341	Plant and System Operations	45,000	45,000	45,000		
5342	Plant Utilities	20,000	20,000	20,000		
5344	Plant & System Maintenance	48,520	48,520	48,520		
5317	Small Tools & Equipment	1,500	1,500	1,500		
Total Materials and Services		160,086	160,086	160,086	\$ 169,086	
LINE	Capital Expenditures	PROPOSED	APPROVED	ADOPTED		
5650	C/O Office Equipment				\$ 2,340	\$ 2,340
Total Capital Expenditures		-	-	-	\$ 2,340	
Other Expenses						
5800	Contingencies		28,283	28,283	\$ 34,198	\$ 5,915
Total Other		-	28,283	28,283	\$ 34,198	
Other Financing Uses						
7126	Transfer to Reserve Fund	25,000	25,000	25,000		
7150	Transfer to Debt Service	60,592	60,592	60,592		
Total Transfers		85,592	85,592	85,592	\$ 85,592	
Capital Outlay						
7213	Operating Equipment					
7241	Construction Cost					
Total Capital Outlay		-	-	-		
7905	Revenue Bonds (final payment to be made from reserve fund)					
Total Other Uses		-	-	-		
Total Expenditures		508,200	508,200	508,200	\$ 516,455	
8100	UEFB	25,000	0	0		

USFS Contract - Fund 80

City of Yachats Budget Fund 80 - USFS Contract 2015-2016							
%	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change	
4095	Cash Carry Forward	33,900	33,900	33,900	\$	48,961	\$ 15,061
4590	USFS	77,750	77,750	77,750	\$	36,250	\$ (41,500)
Total Revenue		111,650	111,650	111,650	\$	85,211	\$ (26,439)
Total Revenue		111,650	111,650	111,650			
Expenditures							
Personnel Services							
5113	Field Help	38,935	38,935	38,935	\$	15,000	\$ (23,935)
5120	Payroll Taxes	5,538	5,538	5,538	\$	2,000	\$ (3,538)
5130	Payroll Benefits	5,396	5,396	5,396	\$	2,000	\$ (3,396)
Total Personnel Services		49,869	49,869	49,869	\$	19,000	\$ (30,869)
Materials and Services							
5310	Yard Debris Dumpster	7,500	7,500	7,500			
5312	Equipment Operation	4,700	4,700	4,700	\$	2,000	\$ (2,700)
				-			
5320	Misc. Community Benefit Programs	49,581	49,581	49,581	\$	-	\$ (49,581)
Total Materials and Services		61,781	61,781	61,781	\$	9,500	\$ (52,281)
7126 Transfer to Capital Reserve Fund					\$	56,711	\$ 56,711
Total Transfers					\$	56,711	\$ 56,711
Total Expenditures		111,650	111,650	111,650	\$	85,211	

CITY OF YACHATS
RESOLUTION NO. 2016-02-02

**A RESOLUTION AUTHORIZING A LOAN FROM THE SAFE DRINKING
WATER REVOLVING LOAN FUND BY ENTERING INTO A FINANCING
CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE
AUTHORITY**

The City Council (the “Governing Body”) of the City of Yachats (the “Recipient”) finds:

A. The Recipient is a community or nonprofit non-community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub. L. 104-182, as amended (the “Act”), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“the IFA”) to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. The Recipient has filed an application with the IFA to obtain financial assistance for a “safe drinking water project” within the meaning of the Act, and the IFA has approved the Recipient’s application for financial assistance from the Safe Drinking Water Revolving Loan Fund.

D. The Recipient is required, as a prerequisite to the receipt of financial assistance from the IFA, to enter into a Financing Contract with the IFA, substantially in the form attached hereto as Exhibit A.

E. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW THEREFORE, the City of Yachats resolves

1. Financing Loan Authorized. The Governing Body authorizes the Mayor to execute the Financing Contract and the Promissory Note (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from the IFA on the condition that the principal amount of the loan from the IFA to the Recipient is not more than \$1,400,000 (with \$640,000 eligible for principal forgiveness if contract conditions are met) and the interest rate is not more than 1% if contract conditions are met (and 2.2% if not met). The proceeds of the loan from the IFA must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Security. Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

- (a) Revenue from any water system project of the Recipient, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of the Recipient;

(d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or

(e) Any other source.

3. Additional Documents. The Mayor is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the IFA for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Mayor of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the IFA or their bond counsel to protect the tax-exempt status of such interest.

5. Reimbursement Bonds. The Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with IFA or the date the State of Oregon issues any bonds to fund the loan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the IFA pursuant to the Financing Contract, but only as permitted by IFA policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the IFA may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution constitutes “official intent” within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

PASSED AND ADOPTED this 11th day of February, 2016.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Yachats South Water Storage Tank

Project Number: S16018

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

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

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Form of Section 2.A. Promissory Note
Exhibit C-1	Form of Forgivable Promissory Note
Exhibit D	Project Description
Exhibit E	Project Budget
Exhibit F	Information Required by 2 CFR § 200.331(a)(1)
Exhibit G	Certification Regarding Lobbying

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$1,402,839.

“Forgivable Loan Amount” means \$640,000.

“Loan Amount” means \$760,000.

“Maturity Date” means the 29th anniversary of the Repayment Commencement Date.

“Note Interest Rate” means 1.00% per annum, computed on the basis of a 360-day year, consisting of twelve 30-day months.

“Payment Date” means December 1.

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

“Project Completion Deadline” means 36 months after the date of this Contract.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The IFA shall provide Recipient, and Recipient shall accept from IFA, financing for the Project specified below:

A. A non-revolving loan in an aggregate principal amount not to exceed the Loan Amount.

- B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

“Loan” means, collectively and individually without distinction, as the context requires, the loans described in this section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project. If the Project is completed for less than the amount of the Estimated Project Cost, the availability under the Section 2.A. Note will be reduced accordingly.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The IFA’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The IFA, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. Recipient authorizes IFA to determine whether disbursements will be drawn from the Loan Amount or the Forgivable Loan Amount, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Loan Amount and Forgivable Loan Amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract and the Note in accordance with their terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of IFA to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against IFA or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Note Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract or the Note.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of IFA, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, IFA will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.
- F. Forgiveness. If Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, IFA shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Note. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, which survive payment of the Loan.

Notwithstanding the preceding paragraph, if, at the Project Completion Date, the average monthly residential water rates for the water supplied by the System are not at or above the affordability rate of \$41.86 per 7,500 gallons, \$500,000 of the amount due under the Forgivable Note will not be forgiven. Further, the Section 2.A. Note and the Forgivable Note shall, at IFA's discretion and after notice to Recipient, be modified as follows:

- (1) Interest shall accrue at the rate of Two and 20/100ths percent (2.20%) per annum.
- (2) The annual payments shall be adjusted to an amount to fully amortize the then outstanding balance of each Loan by the 19th anniversary of the Repayment Commencement Date, on which date any amounts outstanding under each Loan shall be due and payable in full.

The above-described modification shall be effective without the necessity of executing any further documents. However, at IFA's request, Recipient shall execute and deliver to IFA such additional agreements, instruments and documents as IFA deems necessary to reflect such modification, including but not limited to an amendment to the Contract and replacement Notes.

SECTION 5 - CONDITIONS PRECEDENT

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

SECTION 6 - USE OF FINANCIAL ASSISTANCE

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

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) The Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon, and (b) owns a community water system, as defined in the Act and OAR 123-049-0010.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract, the Note and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by IFA, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii)

cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, the Note and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C, and federal prevailing wage provisions in accordance with the federal Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002).
 - (3) The Recipient is required to place a sign at construction sites supported under this Contract displaying the EPA logo in a manner that informs the public that the Project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with EPA signage requirements at: http://www2.epa.gov/sites/production/files/2015-01/documents/signage_required_tc.pdf
 - (4) SAFE DRINKING WATER IN OREGON: Program Guidelines & Applicant's Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (May 2015), as amended from time to time ("Safe Drinking Water Handbook"), including but not limited to the Federal Crosscutting Requirements described in the Safe Drinking Water Handbook.
 - (5) Lobbying. The Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any

of the above. The Recipient shall submit to IFA a Certification Regarding Lobbying, the form of which is attached as Exhibit G, and any applicable quarterly disclosure statement of covered lobbying activity. The Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement, and submit them to Recipient. The Recipient shall retain such certifications and make them available for inspection and audit by IFA, the federal government or their representatives. The Recipient shall forward any disclosure statements to IFA.

- (6) Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “66.468, Capitalization Grants for Drinking Water State Revolving Funds.” Recipient is a sub-recipient.

(a) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to IFA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to IFA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(c) Recipient shall save, protect and hold harmless IFA from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

- (7) Disadvantaged Business Enterprises. The Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. The Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. The Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. The Recipient agrees to apply the current regional fair share objectives.

The Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (8) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (9) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II must be included, as applicable, by Recipient in its contracts related to the Project.
- (10) Iron and Steel Products. Pursuant to the 2014 Congressional appropriations bill and 2015 Continuing Resolution for the Safe Drinking Water programs, none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (11) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) Provide IFA with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation and notice of award to IFA within ten (10) days after selecting a construction contractor.
- (3) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (4) Permit IFA to conduct field engineering and inspection of the Project at any time.
- (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by IFA in writing.
- (7) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- (9) Meters. Prior to final disbursement of the Loan, Recipient shall
 - (i) In the case of construction projects, install necessary source meters and service meters on all connections throughout the System.
 - (ii) In the case of planning, preliminary engineering and final design and specification projects, adopt a plan for the installation of necessary source meters and service meters on all connections throughout the System.

- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to IFA for the on-going operation and maintenance of the Project without reliance on IFA financing and furnish IFA, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than IFA, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to IFA and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless IFA agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, IFA may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of IFA’s costs related to such assumption, and receipt by IFA of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by IFA to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1) unless IFA agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by IFA.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to IFA and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).

- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit IFA, and any party designated by IFA, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as IFA may reasonably require. In addition, Recipient shall, upon request, provide IFA with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts, and service contracts that relate to the use of the Project.
- L. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- O. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of

the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

P. Further Assurances. The Recipient shall, at the request of IFA, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse IFA for the portion

of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

- (6) Upon IFA's request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.
- (9) The Recipient may use the Financing Proceeds to reimburse itself for Project expenditures made prior to the funding of the Project only if permitted by Exhibit D and only if such reimbursement is allowed under one of the following four categories pursuant to 26 C.F.R. §1.150-2:
 - (a) Preliminary expenditures such as architectural, engineering, surveying, soil testing, bond issuance and similar costs that, in the aggregate, are not in excess of 20% of the Financing Proceeds. Costs of land acquisition, site preparation and similar costs incident to commencement of construction are not preliminary expenditures.
 - (b) Expenditures for issuance costs.
 - (c) Expenditures that are described in a reimbursement resolution or other declaration of official intent that satisfies the requirements of 26 C.F.R. §1.150-2 and paid no earlier than 60 days prior to the adoption of such resolution or official intent.
 - (d) Expenditures paid within 60 days prior to the date the Loan is funded.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.

- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract, the Note or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating IFA's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
- (2) Declaring all payments under the Note and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
- (3) Barring Recipient from applying for future awards.
- (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
- (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- (6) Exercising any remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of IFA, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of IFA. The IFA may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to IFA, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of IFA's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of IFA beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that IFA deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The IFA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are IFA or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

- D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to IFA: Program Services Division Manager
Infrastructure Finance Authority
Oregon Business Development Department
775 Summer Street NE, Suite 200
Salem OR 97301-1280

If to Recipient: Finance Committee Chair
City of Yachats
PO Box 345
Yachats OR 97498-0345

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of IFA (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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



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



CITY OF YACHATS

By: _____
Robert Ault, Interim Assistant Director

By: _____
The Honorable Ronald Brean
Mayor of Yachats

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Lynn T. Nagasako as per email dated 20 January 2016
Lynn Nagasako, Sr. Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

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

“Act” means the Safe Drinking Water Act Amendments of 1996, Public Law 104-182, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 29 December 2015.

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

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

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

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

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

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates (including but not limited to all promissory notes) executed pursuant to or in connection with IFA’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan (described in section 2.A.) and the forgivable Loan.

“Forgivable Note” means the promissory note evidencing the forgivable Loan.

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

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

“Note” means, collectively and individually without distinction, the Section 2.A. Note and the Forgivable Note, as amended, extended or renewed from time to time.

“ORS” means the Oregon Revised Statutes.

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

“Section 2.A. Note” means the promissory note evidencing the Loan described in section 2.A. of this Contract.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

I. Security

A. **General Fund Pledge.** The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract and the Note. This Contract and the Note are payable from all legally available funds of Recipient.

B. Pledge of Net Revenues of the System

Capitalized terms used in this sub-section shall have the following meaning:

“Adjusted Net Revenues” means the Net Revenues, adjusted for purposes of Section B.3.C.(ii) as provided in Section B.3.E.

“Base Period” means the alternative selected by Recipient from the following two options: (a) any twelve consecutive months selected by Recipient out of the most recent eighteen months preceding the delivery of a series of Parity Obligations; or (b) the most recently completed fiscal year for which audited financial statements are available.

“Net Revenues” means System revenues after deduction for payment of the System’s operating and maintenance costs.

1. The principal of and interest on the Loan shall be payable from the Net Revenues of Recipient’s System. The Recipient hereby grants to IFA a security interest in and irrevocably pledges its Net Revenues to pay all of the obligations owed by Recipient to IFA under the Loan Agreement and Note.

2. The Recipient shall not incur any obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to the Loan without the prior written consent of IFA.

3. The Recipient may issue obligations payable from and secured by a lien on and pledge of the Net Revenues on a parity with the Loan (“Parity Obligations”), but only if:

A. No Event of Default under the Loan Agreement and Note has occurred and is continuing; and,

B. The Recipient obtains the prior written consent of IFA, which consent shall not be unreasonably withheld; and,

C. There shall have been filed with IFA either:

(i) A certificate of an official of Recipient stating that the Net Revenues (adjusted as provided in Section B.3.D. below) for the Base Period were not less than one hundred twenty percent (120%) of the maximum annual debt service on the Loan, outstanding senior lien obligations, and all outstanding Parity Obligations, with the proposed Parity Obligations treated as outstanding, or

(ii) A certificate of an official of Recipient:

(a) Stating the amount of the Adjusted Net Revenues for each of the five fiscal years after the last fiscal year for which interest on the proposed Parity Obligations is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five fiscal years after the proposed Parity Obligations are issued; and

(b) Concluding that the amount of Adjusted Net Revenues in each of the first four fiscal years described in Section B.3.C.(ii)(a) above are at least equal to one hundred twenty percent (120%) of the annual debt service for each of those respective fiscal years on the Loan, all outstanding senior lien obligations and all outstanding Parity Obligations, with the proposed Parity Obligations treated as outstanding; and

(c) Concluding that the amount of Adjusted Net Revenues in the fifth fiscal year described in Section B.3.C.(ii)(a) is at least equal to one hundred twenty percent (120%) of the maximum annual debt service on the Loan, all outstanding senior lien obligations, and all outstanding Parity Obligations, with the proposed Parity Obligations treated as outstanding.

D. The Recipient may adjust Net Revenues for purposes of Section B.3.C.(i) by adding any Net Revenues that Recipient calculated it would have had during the Base Period because of increases in the System rates, fees and charges which have been adopted by Recipient and are in effect on or before the date the Parity Obligations are issued.

E. The Recipient may adjust the Net Revenues for purposes of Section B.3.C.(ii):

(i) to reflect any changes in the rates and charges which have been adopted by Recipient and which are scheduled to take effect during the period described in Section B.3.C.(ii)(a), or which increase rates and charges for inflation at a level which Recipient determines is reasonable;

(ii) to reflect any changes in customers of the System that occurred after the beginning of the Base Period and prior to the date of Recipient's certificate; and

(iii) to reflect any changes to Net Revenues not included in the preceding subparagraphs that are projected to result from the completion and operation of additions and extensions to the System that were under construction at the beginning of the Base Period, or commenced construction after the beginning of the Base Period.

4. The Recipient may issue Parity Obligations to refund Parity Obligations without complying with Section 3 if the refunded Parity Obligations are defeased on the date of delivery of the refunding Parity Obligations and if the annual debt service on the refunding Parity Obligations does not exceed the annual debt service on the refunded Parity Obligations in any fiscal year by more than \$5,000. The Recipient shall notify IFA of its intent to issue such refunding Parity Obligations pursuant to this Section B.4. not later than 5 Business Days prior to the proposed closing date of the refunding Parity Obligations.

5. Notwithstanding the requirements of Section 3 above, loans previously made by IFA from the Special Public Works Fund, Water Fund, or Safe Drinking Water Fund to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of IFA's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

6. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan, any outstanding senior lien obligations, and any outstanding Parity Obligations.

7. The Recipient may establish a debt service reserve fund to secure repayment of Parity Obligations, provided that such debt service reserve fund is not required to be pledged to the payment of the debt service on such obligations unless the Net Revenues of the System are deposited into such debt service reserve fund only after provision is made for the payment of debt service on the Loan during the current fiscal year. IFA reserves the right to require that such debt service reserve fund is pledged to the payment of the Loan.

8. The Net Revenues pledged pursuant to paragraph 1 above and hereafter received by Recipient shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, except as provided in Sections B.2. and B.3., to the fullest extent permitted by ORS 287A.310. The Recipient hereby represents and warrants that the pledge of Net Revenues hereby made by Recipient complies with, and shall be valid and binding from the date hereof as described in ORS 287A.310.

EXHIBIT C - FORM OF SECTION 2.A. PROMISSORY NOTE

City of Yachats
PROMISSORY NOTE

Dated XXXXXXXXXXXXXXXXXX, XXXX

Yachats, Oregon

FOR VALUE RECEIVED, the City of Yachats, PO Box 345, Yachats OR 97498-0345 (“Recipient”), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY (“IFA”), at its principal office at 775 Summer Street NE Suite 200, Salem OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Seven Hundred and Sixty Thousand Dollars (\$760,000) or so much as is disbursed under the Contract (as defined below), plus interest on each disbursement at the Note Interest Rate of One percent (1.00%) per annum, from the disbursement date until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain contract, number S16018, between IFA and Recipient (as amended from time to time, the “Contract”). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

The Recipient shall make level installment payments of principal and interest, commencing on the Repayment Commencement Date and thereafter on each Payment Date. Each such installment will be in an amount sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date. Notwithstanding the above, the first such installment payment will be adjusted to include actual unpaid interest that accrued to the Repayment Commencement Date. On the Maturity Date, the entire outstanding principal balance and all accrued unpaid interest will be due and payable in full.

This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment) of the Contract.

This Note is given to avoid the execution by Recipient of an individual note for each disbursement of Loan proceeds by IFA to Recipient in accordance with section 3 (Disbursements) of the Contract. The Recipient authorizes IFA to record the date and amount of each such disbursement, the date and amount of each payment and prepayment by Recipient, and the amount of interest accrued and paid. Absent manifest error, such notations will be conclusive evidence of borrowing, payments and interest under this Note; provided, however, that failure to make any such notations will not affect the obligations of Recipient under this Note or the Contract.

If any Event of Default occurs, the outstanding balance of this Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Notice to Recipient: Do not sign this Note before you read it.

CITY OF YACHATS

By: _____XXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXX

SAMPLE

EXHIBIT C-1 - FORM OF FORGIVABLE PROMISSORY NOTE

City of Yachats

FORGIVABLE PROMISSORY NOTE

Dated XXXXXXXXXXXXXXXXXX, XXXX

Yachats, Oregon

FOR VALUE RECEIVED, the City of Yachats, PO Box 345, Yachats OR 97498-0345 (“Recipient”), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY (“IFA”), at its principal office at 775 Summer Street NE Suite 200, Salem OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Six Hundred and Forty Thousand Dollars (\$640,000) or so much as is disbursed under the Contract (as defined below), plus interest on each disbursement at the Note Interest Rate of One percent (1.00%) per annum, from the disbursement date until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain contract, number S16018, between IFA and Recipient (as amended from time to time; the “Contract”). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

The Recipient shall make level installment payments of principal and interest, commencing on the Repayment Commencement Date and thereafter on each Payment Date. Each such installment will be in an amount sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date. Notwithstanding the above, the first such installment payment will be adjusted to include actual unpaid interest that accrued to the Repayment Commencement Date. On the Maturity Date, the entire outstanding principal balance and all accrued unpaid interest will be due and payable in full.

This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment; Forgiveness) of the Contract.

This Note is given to avoid the execution by Recipient of an individual note for each disbursement of Loan proceeds by IFA to Recipient in accordance with section 3 (Disbursements) of the Contract. The Recipient authorizes IFA to record the date and amount of each such disbursement, the date and amount of each payment and prepayment by Recipient, and the amount of interest accrued and paid. Absent manifest error, such notations will be conclusive evidence of borrowing, payments and interest under this Note; provided, however, that failure to make any such notations will not affect the obligations of Recipient under this Note or the Contract.

If any Event of Default occurs, the outstanding balance of this Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

THIS NOTE IS SUBJECT TO FORGIVENESS, IN WHOLE OR IN PART, PURSUANT TO SECTION 4.F. OF THE CONTRACT.

Notice to Recipient: Do not sign this Note before you read it.

CITY OF YACHATS

By: _____XXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXX

EXHIBIT D - PROJECT DESCRIPTION
--

Recipient shall, with the assistance of an Oregon-licensed professional engineer, construct a 250,000-gallon or greater finished water storage reservoir on city-owned property, with a pump station and valving, to supply water to the residents and businesses of South Yachats and Lincoln County.

Exhibit E: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Planning	\$12,440	\$2,839
Design / Engineering	220,409	
Storage	700,000	
Pump Stations	288,819	
Contingency	178,332	
Total	\$1,400,000	\$2,839

EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): YACHATS, CITY OF
- (ii) Subrecipient's DUNS number: 12-067-0455
- (iii) Federal Award Identification Number (FAIN): 98009015
- (iv) Federal Award Date: 9 September 2015
- (v) Sub-award Period of Performance Start and End Date: 36 months from Contract execution to Maturity Date
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$1,400,000
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$1,400,000 during the current federal award year.
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$1,400,000
- (ix) Federal award project description: Oregon's Drinking Water State Revolving Fund: Appropriation for FFY-2015. This grant increases the capacity of Oregon to ensure that their public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection projection initiatives, including acquiring and conservation easements.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Infrastructure Finance Authority
 - (c) Contact information for awarding official of the pass-through entity: Robert Ault, Program Services Division Manager, 503-551-0917
- (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund
Amount: \$1,400,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this exhibit, the "pass-through entity" is the Oregon Business Development Department, Infrastructure Finance Authority.

EXHIBIT G - CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

CITY COUNCIL AGENDA COVER-SHEET
--

From: Nancy Batchelder, City Recorder

- ☒ Regular Meeting Agenda Item ☐ Work Session Discussion Topic
- o Add to agenda for _____ meeting.
 - o Continue this item until _____.
 - o Item dismissed.

DATE: February 4, 2016

Title: Hiring Procedures

Item: The Hiring Procedures, which had been included in the 2012 Personnel Policy Manual, were not included in the updated Employee Handbook that was adopted in January.

So, I drafted them as a separate Administrative Policy The only change that I made was to change duties previously assigned to the City Recorder and Public Works Director to the City Administrator.

Related Goal:

Reference And Review Material:

Budget Impact:

Additional Information:

Attachments: Administrative Policy – Hiring Procedures

Administrative Policy - Hiring Procedures

Vacancies/new positions

Vacant or new city positions may be filled by a transfer or promotion of a current city employee or by recruitment for new employee. Current employees shall be provided opportunity for personal advancement, therefore newly authorized or vacant positions shall be posted in City Hall for current staff prior to open public recruitment. Qualified employees applying for promotion or transfers to other positions within the city shall be considered and may be hired without further outside recruitment.

Recruitment

Notice of all job openings within the city shall be posted on a city bulletin board for a period of five working days, with a copy mailed to the union. Positions may be concurrently publicized by posting an announcement in a newspaper of general circulation, but no hiring commitment or decision will be made until the internal posting period as expired. Announcements shall specify the title and salary range; the date of closing for the acceptance of applications; the nature of the work to be performed; education and experience required, and any other pertinent information.

Application for employment

Application forms shall be furnished by the City Administrator to all applicants. An application form must be on file for each person considered for the position. Résumés may be included with the application form. Applications shall be accepted only when there is an open and listed job vacancy. Every person must fill out an application form to be considered an applicant. Applicants must specify the job applied for. Only applications received prior to the cutoff date shall be considered. Unsolicited résumés shall not be accepted or considered.

The file of applications for each opening shall be retained by the city for three (3) years after the date of hire.

Qualification standards: new hires/promotions

Each application shall be reviewed to ascertain the individual applicant's education, experience and other qualifications for the position offered, concentrating on the essential functions of the job.

Qualifications of an applicant for a position in city service shall be ascertained on the basis of one or more of the following:

- Information contained on the application form;
- Written performance or physical tests oral interviews, or any combination thereof;
- Qualifications required for certification under state law; or
- Other requirements as specified by the Council in the position description.
- Any examinations required for various positions may be administered by the department head/supervisor.

The City of Yachats does not hire persons under 18.

Interview process

The City Council shall fill the positions of City Administrator, City Attorney, City Planner and Municipal Judge. For all other classifications of City employment, the City Administrator shall fill the position. The City Administrator may ask others for assistance with the interview process.

After an individual is employed by The City of Yachats in a position that includes duties performed under a Federal contract, the City will use the federal E-Verify program to validate social security numbers.

Bills for Approval

January 2016

A/P Checks 01-04-16	\$	35,166.35
A/P Checks 01-15-16		\$58,874.11
A/P Checks 01-31-16		\$67,919.80
Manual Checks		\$3,005.95

Total checks for Period**\$164,966.21**

Mayor

Councilor

Councilor

Councilor

Councilor

Accounts Payable Check Register Report - Bank of the West-196002034*For The Fiscal Periods Range From 2016-7 To 2016-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3147	H	1/6/2016	990	LAURALEE SVENDSGAARD	\$3,005.95	O
20773	C	1/4/2016	221	ANALYTICAL LABORATORY & CONSULTANTS INC	\$45.00	O
20774	C	1/4/2016	856	AUTOMATION GROUP INC, THE	\$5,557.73	O
20775	C	1/4/2016	1160	BIOCYCLE	\$120.00	O
20776	C	1/4/2016	1033	C & K MARKET INC	\$44.71	O
20777	C	1/4/2016	1280	CANDEN DEVELOPMENT LLC	\$14,460.00	O
20778	C	1/4/2016	1192	C-MORE PIPE SERVICES	\$2,800.50	O
20779	C	1/4/2016	199	HACH COMPANY	\$1,195.00	O
20780	C	1/4/2016	1183	INDUSTRIAL CREDIT SERVICES	\$13.91	O
20781	C	1/4/2016	1148	JACK C ERIKSEN	\$224.00	O
20782	C	1/4/2016	1036	JD COMPUTER AND CELLULAR	\$850.00	O
20783	C	1/4/2016	1279	JEFFERY SHIRLEY DESIGNS	\$30.00	O
20784	C	1/4/2016	416	LARRY B LEWIS	\$4,015.23	O
20785	C	1/4/2016	1007	DONALD W NISKANEN	\$3,321.78	O
20786	C	1/4/2016	38	OREGON AFSCME COUNCIL 75	\$385.16	O
20787	C	1/4/2016	1278	OREGON DEPARTMENT OF FISH AND WILDLIFE	\$698.29	O
20788	C	1/4/2016	1009	OREGON EMPLOYMENT DEPARTMENT	\$333.77	O
20789	C	1/4/2016	127	OREGON LINEN INC	\$48.50	O
20790	C	1/4/2016	1197	SHELL	\$356.48	O
20791	C	1/4/2016	657	ELISA M SPRINGSTEEN	\$250.00	O
20792	C	1/4/2016	852	STAPLES ADVANTAGE	\$318.89	O
20793	C	1/4/2016	109	TCB ANSWERING SERVICE INC	\$97.40	O
20794	C	1/15/2016	1002	AFLAC	\$266.16	O
20795	C	1/15/2016	40	ALSEA BAY POWER PRODUCTS	\$155.98	O
20796	C	1/15/2016	221	ANALYTICAL LABORATORY & CONSULTANTS INC	\$975.00	O
20797	C	1/15/2016	1272	AT&T MOBILITY	\$180.81	O
20798	C	1/15/2016	43	BAKER & TAYLOR	\$345.74	O
20799	C	1/15/2016	842	BANKCARD CENTER-NB	\$331.00	O
20800	C	1/15/2016	962	BANKCARD CENTER-RB	\$50.93	O
20801	C	1/15/2016	45	BARRELHEAD SUPPLY INC	\$72.20	O
20802	C	1/15/2016	47	CENTRAL LINCOLN PUD	\$9,212.52	O
20803	C	1/15/2016	249	CITY OF WALDPORT	\$445.00	O
20804	C	1/15/2016	1255	CIVIL WEST ENGINEERING SERVICES, INC.	\$13,043.05	O
20805	C	1/15/2016	929	MARK W CLEMENTS	\$1,332.50	O
20806	C	1/15/2016	150	COPELAND LUMBER YARDS	\$161.24	O

Accounts Payable Check Register Report - Bank of the West-196002034*For The Fiscal Periods Range From 2016-7 To 2016-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
20807	C	1/15/2016	140	DAHL DISPOSAL	\$300.00	O
20808	C	1/15/2016	1128	FERGUSON ENTERPRISES	\$9,895.67	O
20809	C	1/15/2016	1281	HELEN H. ANDERSON PHD	\$187.50	O
20810	C	1/15/2016	986	K & K TOILET EXPRESS	\$160.00	O
20811	C	1/15/2016	1182	MATTHEW ARCK	\$910.00	O
20812	C	1/15/2016	132	NEWPORT DIESEL & MARINE CO INC	\$1,755.05	O
20813	C	1/15/2016	137	NEWPORT NEWS TIMES	\$24.23	O
20814	C	1/15/2016	12	ONE CALL CONCEPTS INC	\$13.20	O
20815	C	1/15/2016	113	OAMR	\$150.00	O
20816	C	1/15/2016	289	OREGON COAST MAGAZINE	\$454.00	O
20817	C	1/15/2016	1009	OREGON EMPLOYMENT DEPARTMENT	\$409.83	O
20818	C	1/15/2016	127	OREGON LINEN INC	\$139.97	O
20819	C	1/15/2016	107	PIONEER TELEPHONE	\$1,573.37	O
20820	C	1/15/2016	1199	QUALITY CODE PUBLISHING, LLC	\$226.90	O
20821	C	1/15/2016	1201	REECE & ASSOCIATES, INC.	\$12,300.00	O
20822	C	1/15/2016	88	SAFE SECURITY	\$35.03	O
20823	C	1/15/2016	822	GREG SCOTT	\$1,997.00	O
20824	C	1/15/2016	1061	SPEER HOYT LLC	\$72.40	O
20825	C	1/15/2016	852	STAPLES ADVANTAGE	\$31.92	O
20826	C	1/15/2016	151	USTI	\$306.82	O
20827	C	1/15/2016	177	VALLEY FIRE CONTROL INC	\$470.00	O
20828	C	1/15/2016	33	WALDPORT ACE HARDWARE	\$37.91	O
20829	C	1/15/2016	266	WALDPORT READY MIX	\$252.05	O
20830	C	1/15/2016	337	XEROX CORPORATION	\$599.13	O
20831	C	1/29/2016	856	AUTOMATION GROUP INC, THE	\$36,825.38	O
20832	C	1/29/2016	91	COAST RANGE EQUIPMENT AND REPAIR	\$1,760.00	O
20833	C	1/29/2016	942	COASTAL PAPER & SUPPLY INC	\$135.67	O
20834	C	1/29/2016	94	DOUGS ELECTRIC	\$832.50	O
20835	C	1/29/2016	183	IIMC	\$345.00	O
20836	C	1/29/2016	1036	JD COMPUTER AND CELLULAR	\$825.00	O
20837	C	1/29/2016	1279	JEFFERY SHIRLEY DESIGNS	\$180.00	O
20838	C	1/29/2016	1285	JUST GOOD COOKIN' LLC	\$47.25	O
20839	C	1/29/2016	99	LEAGUE OF OREGON CITIES	\$600.00	O
20840	C	1/29/2016	416	LARRY B LEWIS	\$4,177.73	O
20841	C	1/29/2016	499	MCI	\$63.39	O

Accounts Payable Check Register Report - Bank of the West-196002034*For The Fiscal Periods Range From 2016-7 To 2016-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
20842	C	1/29/2016	1282	MUNIBILLING	\$7,975.00	O
20843	C	1/29/2016	766	NEOPOST	\$100.00	O
20844	C	1/29/2016	137	NEWPORT NEWS TIMES	\$86.50	O
20845	C	1/29/2016	1007	DONALD W NISKANEN	\$3,321.78	O
20846	C	1/29/2016	272	OAWU	\$405.00	O
20847	C	1/29/2016	1269	OREGON DRINKING WATER SERVICES	\$600.00	O
20848	C	1/29/2016	1009	OREGON EMPLOYMENT DEPARTMENT	\$483.98	O
20849	C	1/29/2016	1284	OREGON GOVERNMENT FINANCE OFFICERS ASSOCIATIO N	\$102.50	O
20850	C	1/29/2016	127	OREGON LINEN INC	\$75.41	O
20851	C	1/29/2016	135	PROBUILD COMPANY LLC	\$25.64	O
20852	C	1/29/2016	822	GREG SCOTT	\$5,094.99	O
20853	C	1/29/2016	310	STAPLES CREDIT PLAN	\$109.35	O
20854	C	1/29/2016	540	LEON C STERNER	\$1,132.00	O
20855	C	1/29/2016	68	YACHATS MERCANTILE	\$199.06	O
20856	C	1/29/2016	175	YACHATS YOUTH & FAMILY ACTIVITIES PROGRAM	\$2,416.67	O
Cleared					\$0.00	
Outstanding					\$164,966.21	
Void					\$0.00	

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21841	856	AUTOMATION GROUP INC,	1	15244	Yes	2016	7		12/28/15	1/27/16		\$280.00	
	Desc:	Terminate Chem. Pump WTP											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5344 Plant & System Maintenance						280.00	0.00		0		
	Desc:	Terminate Chem. Pump WTP											
21842	856	AUTOMATION GROUP INC,	1	15214	Yes	2016	7		12/17/15	1/16/16		\$5,277.73	
	Desc:	SCADA											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	15-01-7920 Water System Improvements						5,277.73	0.00		0		
	Desc:	WTP SCADA											
21843	221	ANALYTICAL LABORATOR	1	74267	Yes	2016	7		12/21/15	1/20/16		\$45.00	
	Desc:	Water lab testing											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations						45.00	0.00		0		
	Desc:	Water lab testing											
21844	1160	BIOCYCLE	1	2016/2017SUB	Yes	2016	7		1/3/16	2/2/16		\$120.00	
	Desc:	2 yr Sub.2016/2017											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						120.00	0.00		0		
	Desc:	2 yr Sub.2016/2017											
21845	1192	C-MORE PIPE SERVICES	1	15-1435MH	Yes	2016	7		10/30/15	1/15/16		\$2,800.50	
	Desc:	Manhole Rehab- I & I repair											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	15-01-7921 Sewer System Improvements						2,800.50	0.00		0		
	Desc:	I & I Manhold rehab											
21847	1033	C & K MARKET INC	1	1603237	Yes	2016	7		12/30/15	1/29/16		\$5.49	
	Desc:	WWTP lab supplies											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						5.49	0.00		0		
	Desc:	WWTP lab supplies											
21848	1033	C & K MARKET INC	1	1603236	Yes	2016	7		12/29/15	1/28/16		\$39.22	
	Desc:	Utility billing Ref.											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations						19.61	0.00		0		
	Desc:	Utility billing Volunt. Ref.											
	2	70-01-5341 Plant & System Operations						19.61	0.00		0		
	Desc:	Utility billing Volunt. Ref.											
21849	657	ELISA M SPRINGSTEEN	1	DEC2015	Yes	2016	7		1/3/16	2/2/16		\$250.00	
	Desc:	Custodial											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						125.00	0.00		0		
	Desc:	Custodial											
	2	60-01-5341 Plant & System Operations						125.00	0.00		0		
	Desc:	Custodial											
21850	199	HACH COMPANY	1	9720777	Yes	2016	7		12/19/15	1/18/16		\$1,195.00	
	Desc:	WTP lab equip. replacement											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5344 Plant & System Maintenance						1,195.00	0.00		0		
	Desc:	WTP lab equip. replacement											
21852	1148	JACK C ERIKSEN	1	1957	Yes	2016	7		12/15/15	1/14/16		\$224.00	
	Desc:	Yard Maint/ reimb. Bark											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	23-01-5421 Parks & Grounds Maintenanc						224.00	0.00		0		
	Desc:	Yard Maint. / reimb. Bark											

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21853	1183	INDUSTRIAL CREDIT SERV	1	12/31/15	Yes	2016	7		12/31/15	1/30/16		\$13.91	
	Desc:	Garnish											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				13.91		0.00		0		
	Desc:	Garnish											
21854	127	OREGON LINEN INC	1	402834	Yes	2016	7		12/31/15	1/30/16		\$48.50	
	Desc:	Supplies											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	24-01-5335	Custodial Support & Supplies				48.50		0.00		0		
	Desc:	Supplies											
21855	38	OREGON AFSCME COUNCI	1	DEC2015	Yes	2016	7		12/31/15	1/30/16		\$385.16	
	Desc:	Union Dues											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				385.16		0.00		0		
	Desc:	Union Dues											
21856	1009	OREGON EMPLOYMENT D	1	DEC312015	Yes	2016	7		12/31/15	1/30/16		\$333.77	
	Desc:	Garnish											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				333.77		0.00		0		
	Desc:	Garnish											
21857	852	STAPLES ADVANTAGE	1	8037307815	Yes	2016	7		1/3/16	2/2/16		\$318.89	
	Desc:	Supplies											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				150.05		0.00		0		
	Desc:	Ink/paper/shredder											
	2	70-01-5341	Plant & System Operations				88.84		0.00		0		
	Desc:	paper											
	3	10-01-5240	Office Materials, Supplies &				80.00		0.00		0		
	Desc:	Shredder											
21858	109	TCB ANSWERING SERVIC	1	10689	Yes	2016	7		12/28/15	1/27/16		\$97.40	
	Desc:	Security Svc. Answering											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				48.70		0.00		0		
	Desc:	Security Svc. Answering											
	2	70-01-5341	Plant & System Operations				48.70		0.00		0		
	Desc:	Security Svc. Answering											
21859	1278	OREGON DEPARTMENT O	1	arm04228	Yes	2016	7		12/9/15	1/8/16		\$698.29	
	Desc:	Emergency Yachats River Intake											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	15-01-7920	Water System Improvements				698.29		0.00		0		
	Desc:	Emergency Yachats River Intake											
21860	1279	JEFFERY SHIRLEY DESIG	1	Peace2016	Yes	2016	7		12/31/15	1/30/16		\$30.00	
	Desc:	2016 Peace hike button graphics											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	12-01-5224	Trails				30.00		0.00		0		
	Desc:	2016 Peace hike button graphics											
21862	1280	CANDEN DEVELOPMENT L	1	607	Yes	2016	7		12/27/15	1/26/16		\$14,460.00	
	Desc:	Womens restroom remodel											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	15-01-7902	Parks & Commons Reserve				14,460.00		0.00		0		
	Desc:	Commons womens restroom remodel											
21863	1036	JD COMPUTER AND CELL	1	11580	Yes	2016	7		1/3/16	2/2/16		\$850.00	
	Desc:	Computer maint.											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category

for user AsvstAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount		
	1	22-01-5470	Equipment Repair & Maintain				200.00		0.00		0			
	Desc:	Maint. Update software											1099	
	2	10-01-5470	Equipment Repair & Mainten				216.67		0.00		0			
	Desc:	Computer maint/ repair/ update/ fix Asyst											1099	
	3	60-01-5341	Plant & System Operations				216.67		0.00		0			
	Desc:	Computer maint/ repair/ update/ fix Asyst											1099	
	4	70-01-5341	Plant & System Operations				216.66		0.00		0			
	Desc:	Computer maint/ repair/ update/ fix Asyst											1099	
21864	416	LARRY B LEWIS	1	12-15Y	Yes	2016	7		12/31/15	1/30/16		\$4,015.23		
	Desc:	City Planner												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	10-01-5264	City Planner				2,253.33			0.00		0		
	Desc:	City Planner											1099	
	2	10-01-5264	City Planner				1,761.90			0.00		0		
	Desc:	City Planner /reimbursable expenses											1099	
21865	1007	DONALD W NISKANEN	1	DEC2015	Yes	2016	7		12/31/15	1/30/16		\$3,321.78		
	Desc:	Code Enforcement												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	10-01-5212	Code Enforcement				3,321.78			0.00		0		
	Desc:	Code Enforcement											1099	
	21866	1197	SHELL	1	79315123512	Yes	2016	7		1/4/16	2/3/16		\$356.48	
	Desc:	Shell Fleet Plus Card												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	21-01-5312	Equipment Operation				118.81			0.00		0		
	Desc:	Fuel												
	2	60-01-5312	Equipment Operation				118.81			0.00		0		
	Desc:	Fuel												
	3	70-01-5312	Equipment Operation				118.86			0.00		0		
	Desc:	Fuel												
21867	822	GREG SCOTT	1	121915	Yes	2016	7		1/4/16	2/3/16		\$99.00		
	Desc:	Reimb. ASP.net hosting												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	10-01-5490	Other Materials & Services				99.00			0.00		0		
	Desc:	Reimb. ASP. Net												
	21868	986	K & K TOILET EXPRESS	1	16442	Yes	2016	7		1/4/16	2/3/16		\$160.00	
	Desc:	ADA Porta Potty												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	15-01-7902	Parks & Commons Reserve				160.00			0.00		0		
	Desc:	ADA Porta potty-Bathroom remodel												
	21869	43	BAKER & TAYLOR	1	4011450240	Yes	2016	7		12/16/15	1/15/16		\$220.62	
	Desc:	Books												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	22-01-7202	Books				220.62			0.00		0		
	Desc:	Books												
	21870	43	BAKER & TAYLOR	1	0002760605	Yes	2016	7		12/28/15	1/27/16		\$13.46	
	Desc:	Book credit												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	22-01-7202	Books				-13.46			0.00		0		
	Desc:	Book credit												
	21871	45	BARRELHEAD SUPPLY INC	1	204303	Yes	2016	7		12/19/15	1/18/16		\$72.20	
	Desc:	Greenhill landslide parts												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	30-01-5341	Plant & System Operations				72.20			0.00		0		
	Desc:	Greenhill landslide parts												

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21872	962	BANKCARD CENTER-RB	1	JAN2016	Yes	2016	7		1/4/16	2/3/16		\$50.93	
	Desc:	Safety supplies											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				25.47		0.00		0		
	Desc:	Safety supplies											
	2	70-01-5341	Plant & System Operations				25.46		0.00		0		
	Desc:	Safety supplies											
21873	127	OREGON LINEN INC	1	404233	Yes	2016	7		1/7/16	2/6/16		\$129.55	
	Desc:	Matts											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				64.78		0.00		0		
	Desc:	Matts											
	2	70-01-5341	Plant & System Operations				64.77		0.00		0		
	Desc:	Matts											
21874	127	OREGON LINEN INC	1	404234	Yes	2016	7		1/7/16	2/6/16		\$26.95	
	Desc:	Matts											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5440	Other Office Expense				26.95		0.00		0		
	Desc:	Matts											
21875	1009	OREGON EMPLOYMENT D	1	011516	Yes	2016	7		1/15/16	2/14/16		\$409.83	
	Desc:	Garnish											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				409.83		0.00		0		
	Desc:	Garnish											
21876	12	ONE CALL CONCEPTS INC	1	5120514	Yes	2016	7		12/31/15	1/30/16		\$3.96	
	Desc:	OR Util. Notification											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				1.98		0.00		0		
	Desc:	OR Utility Notification											
	2	70-01-5341	Plant & System Operations				1.98		0.00		0		
	Desc:	OR Utility Notification											
21877	1199	QUALITY CODE PUBLISHIN	1	2015-469	Yes	2016	7		1/5/16	2/4/16		\$226.90	
	Desc:	Supplement -Code											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5490	Other Materials & Services				226.90		0.00		0		
	Desc:	Supplement -Code											
21878	1201	REECE & ASSOCIATES, IN	1	5690	Yes	2016	7		12/31/15	1/30/16		\$7,000.00	
	Desc:	COY1501 PW design											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	15-01-7920	Water System Improvements				7,000.00		0.00		0		
	Desc:	HWY 101/ Reeves Cir-Surfside											
21879	1201	REECE & ASSOCIATES, IN	1	5689	Yes	2016	7		12/31/15	1/30/16		\$5,300.00	
	Desc:	COY1301											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	20-01-7223	Hwy 101 Improvement Projec				5,300.00		0.00		0		
	Desc:	COY1301-HWY 101											
21880	88	SAFE SECURITY	1	15120705	Yes	2016	7		12/23/15	1/22/16		\$35.03	
	Desc:	Monitoring system											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				17.52		0.00		0		
	Desc:	System monitoring											
	2	70-01-5341	Plant & System Operations				17.51		0.00		0		
	Desc:	System monitoring											

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21881	40	ALSEA BAY POWER PROD	1	202848	Yes	2016	7		1/4/16	2/3/16		\$155.98	
	Desc:	Clothing allowance											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				77.99		0.00		0		
	Desc:	R. Roberts-Clothing allowance											
	2	70-01-5341	Plant & System Operations				77.99		0.00		0		
	Desc:	R. Roberts-Clothing allowance											
21882	1255	CIVIL WEST ENGINEERING	1	3401-002.07	Yes	2016	7		12/28/15	1/27/16		\$13,043.05	
	Desc:	South Tank and Pump Station											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	15-01-7920	Water System Improvements				13,043.05		0.00		0		
	Desc:	South Tank & Pump station											
21883	107	PIONEER TELEPHONE	1	JAN2016	Yes	2016	7		1/4/16	2/3/16		\$1,573.37	
	Desc:	Mo. Landline Services											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5251	Office Phone, Cell or DSL				148.95		0.00		0		
	Desc:	Mo. Landline Services											
	2	22-01-5251	Office Phone, Cell or DSL				104.92		0.00		0		
	Desc:	Mo. Landline Services											
	3	23-01-5251	Office Phone, Cell or DSL				55.32		0.00		0		
	Desc:	Mo. Landline Services											
	4	24-01-5251	Office Phone, Cell or DSL				164.64		0.00		0		
	Desc:	Mo. Landline Services											
	5	60-01-5251	Office Phone, Cell or DSL				663.72		0.00		0		
	Desc:	Mo. Landline Services											
	6	70-01-5251	Office Phone, Cell or DSL				435.82		0.00		0		
	Desc:	Mo. Landline Services											
21884	47	CENTRAL LINCOLN PUD	1	JAN2016	Yes	2016	7		1/11/16	1/30/16		\$9,212.52	
	Desc:	Electricity											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5252	Office Utilities				473.40		0.00		0		
	Desc:	Electricity											
	2	10-01-5411	Street Lighting				979.97		0.00		0		
	Desc:	Electricity											
	3	22-01-5252	Office Utilities				226.60		0.00		0		
	Desc:	Electricity											
	4	23-01-5252	Office Utilities				236.80		0.00		0		
	Desc:	Electricity											
	5	24-01-5252	Office Utilities				762.93		0.00		0		
	Desc:	Electricity											
	6	60-01-5342	Plant Utilities				2,621.29		0.00		0		
	Desc:	Electricity											
	7	70-01-5342	Plant Utilities				3,668.06		0.00		0		
	Desc:	Electricity											
	8	10-01-5209	Emergency Prep. & Public S				243.47		0.00		0		
	Desc:	Electricity											
	9	10-01-5209	Emergency Prep. & Public S				0.00		0.00		0		
	Desc:												
21885	1002	AFLAC	1	256435	Yes	2016	7		1/3/16	2/2/16		\$266.16	
	Desc:	Accident Ins Premiums											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				83.34		0.00		0		
	Desc:	N. Batchelder PU685827											

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	2	10-00-2120		Payroll Withholding Payable		59.94		0.00	0		
	Desc:	R. Roberts PU685828									
	3	10-00-2120		Payroll Withholding Payable		72.56		0.00	0		
	Desc:	K. Jackson									
	4	10-00-2120		Payroll Withholding Payable		50.32		0.00	0		
	Desc:	J. Mabe									
21887	1272	AT&T MOBILITY	1	JAN2016	Yes	2016	7	12/25/15	1/24/16		\$180.81
	Desc:	Cell phone									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	60-01-5251		Office Phone, Cell or DSL		79.19		0.00	0		
	Desc:	Cell phone									
	2	70-01-5251		Office Phone, Cell or DSL		67.06		0.00	0		
	Desc:	Cell phone									
	3	24-01-5251		Office Phone, Cell or DSL		34.56		0.00	0		
	Desc:	Cell phone									
21888	842	BANKCARD CENTER-NB	1	JAN2016	Yes	2016	7	1/4/16	2/3/16		\$331.00
	Desc:	Misc.									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	10-01-5130		Payroll Benefits		34.88		0.00	0		
	Desc:	Gift Card									
	2	21-01-5130		Payroll Benefits		75.00		0.00	0		
	Desc:	Gift Card									
	3	60-01-5130		Payroll Benefits		43.80		0.00	0		
	Desc:	Gift Card									
	4	70-01-5130		Payroll Benefits		43.80		0.00	0		
	Desc:	Gift Card									
	5	24-01-5130		Payroll Benefits		2.50		0.00	0		
	Desc:	Gift Card									
	6	10-01-5240		Office Materials, Supplies &		2.00		0.00	0		
	Desc:	Air spray									
	7	12-01-5220		Marketing & Website		29.00		0.00	0		
	Desc:	Woobox									
	8	60-01-5341		Plant & System Operations		28.55		0.00	0		
	Desc:	Supplies									
	9	70-01-5341		Plant & System Operations		28.54		0.00	0		
	Desc:	Supplies									
	10	10-01-5240		Office Materials, Supplies &		17.99		0.00	0		
	Desc:	Supplies									
	11	22-01-7202		Books		24.94		0.00	0		
	Desc:	Books									
21890	249	CITY OF WALDPORT	1	OCVA	Yes	2016	7	1/11/16	1/30/16		\$445.00
	Desc:	OCVA print-HikeBikePaddle ad									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	12-01-5220		Marketing & Website		445.00		0.00	0		
	Desc:	HikeBikePaddle Ad w/Waldport									
21891	1281	HELEN H. ANDERSON PHD	1	010316	Yes	2016	7	1/4/16	2/3/16		\$187.50
	Desc:	Database Development									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	15-01-5641		City Hall Reserve		187.50		0.00	0		
	Desc:	Database development									
21892	132	NEWPORT DIESEL & MARI	1	25858	Yes	2016	7	12/17/15	1/16/16		\$1,755.05
	Desc:	Repair 5 yd. SVC truck									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	1	15-01-7921		Sewer System Improvements		1,755.05		0.00	0		
	Desc:	Repair 5 yd. SVC truck									
	2	70-01-5341		Plant & System Operations		0.00		0.00	0		
	Desc:										
	3	60-01-5341		Plant & System Operations		0.00		0.00	0		
	Desc:										
	4	21-01-5313		Equipment Repair		0.00		0.00	0		
	Desc:										
21893	337	XEROX CORPORATION	1	082870009	Yes	2016 7		1/11/16	2/10/16		\$599.13
	Desc:	Copier Lease/Billable Copies									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	10-01-5311		Equipment Lease		155.31		0.00	0		
	Desc:	1/3 lease									
	2	60-01-5341		Plant & System Operations		212.58		0.00	0		
	Desc:	1/3 lease - 1/2 reg copies-1/3 color copies									
	3	70-01-5341		Plant & System Operations		212.58		0.00	0		
	Desc:	1/3 lease - 1/2 reg copies-1/3 color copies									
	4	10-01-5440		Other Office Expense		18.66		0.00	0		
	Desc:	Color copies									
21894	852	STAPLES ADVANTAGE	1	8037367728	Yes	2016 7		1/25/16	2/24/16		\$31.92
	Desc:	NSL paper									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	60-01-5341		Plant & System Operations		15.96		0.00	0		
	Desc:	NSL paper									
	2	70-01-5341		Plant & System Operations		15.96		0.00	0		
	Desc:	NSL paper									
21895	221	ANALYTICAL LABORATOR	1	74665	Yes	2016 7		1/6/16	2/5/16		\$530.00
	Desc:	WTP lab testing									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	60-01-5341		Plant & System Operations		530.00		0.00	0		
	Desc:	WTP lab testing									
21896	43	BAKER & TAYLOR	1	4011465604	Yes	2016 7		12/30/15	1/29/16		\$138.58
	Desc:	Books									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	22-01-7202		Books		138.58		0.00	0		
	Desc:	Books									
21897	140	DAHL DISPOSAL	1	02667516	Yes	2016 7		12/31/15	1/30/16		\$300.00
	Desc:	Brush box									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	80-01-5310		Yard Debris Dumpster		300.00		0.00	0		
	Desc:	Brush Box									
21898	1128	FERGUSON ENTERPRISES	1	0497787	Yes	2016 7		12/28/15	1/27/16		\$3,639.17
	Desc:	Greenhill slide parts									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	30-01-5341		Plant & System Operations		3,639.17		0.00	0		
	Desc:	Greenhill slide parts									
21899	1128	FERGUSON ENTERPRISES	1	0497801	Yes	2016 7		12/29/15	1/28/16		\$1,857.53
	Desc:	Greenhill slide parts									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	30-01-5341		Plant & System Operations		1,857.53		0.00	0		
	Desc:	Greenhill slide parts									
21900	1128	FERGUSON ENTERPRISES	1	0497843	Yes	2016 7		12/29/15	1/28/16		\$511.57
	Desc:	Greenhill slide parts									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	1	30-01-5341 Plant & System Operations			511.57		0.00		0			
	Desc:	Greenhill slide parts										
21901	1128	FERGUSON ENTERPRISES	1	0497763	Yes	2016	7		12/28/15	1/27/16		\$88.00
	Desc:	Clothing allowance D.Buckwald										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations			44.00		0.00		0			
	Desc:	Clothing allowance D.Buckwald										
	2	70-01-5341 Plant & System Operations			44.00		0.00		0			
	Desc:	Clothing allowance D.Buckwald										
21902	1128	FERGUSON ENTERPRISES	1	0497765	Yes	2016	7		12/28/15	1/27/16		\$46.35
	Desc:	Hydraplug-I&I repair										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations			46.35		0.00		0			
	Desc:	Hydraplug-I&I repair										
21903	929	MARK W CLEMENTS	1	MC1049	Yes	2016	7		1/11/16	2/10/16		\$1,332.50
	Desc:	City CMS										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	15-01-5641 City Hall Reserve			1,332.50		0.00		0			
	Desc:	City CMS										
21904	127	OREGON LINEN INC	1	385544	Yes	2016	7		10/8/15	11/7/15		\$16.53
	Desc:	Credit memo- Return soap										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	24-01-5335 Custodial Support & Supplies			-16.53		0.00		0			
	Desc:	CR. Memo returned soap										
21905	113	OAMR	1	00266	Yes	2016	7		1/12/16	2/11/16		\$150.00
	Desc:	Registration OMAR MidYr N.Batchelder										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5255 Education and Training			150.00		0.00		0			
	Desc:	Registration OMAR MidYr N.Batchelder										
	2	60-01-5255 Education & Training			0.00		0.00		0			
	Desc:											
	3	10-01-5255 Education and Training			0.00		0.00		0			
	Desc:											
21907	151	USTI	1	86523	Yes	2016	7		1/8/16	2/7/16		\$265.00
	Desc:	AP checks										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations			132.50		0.00		0			
	Desc:	AP checks										
	2	70-01-5341 Plant & System Operations			132.50		0.00		0			
	Desc:	AP checks										
21908	151	USTI	1	86328	Yes	2016	7		12/31/15	1/30/16		\$41.82
	Desc:	ePayments										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations			20.91		0.00		0			
	Desc:	ePayments										
	2	70-01-5341 Plant & System Operations			20.91		0.00		0			
	Desc:	ePayments										
21909	177	VALLEY FIRE CONTROL IN	1	60056	Yes	2016	7		1/6/16	2/5/16		\$470.00
	Desc:	SemiAnnual inspection										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	23-01-5330 Maintenance-Building or Lan			18.50		0.00		0			
	Desc:	SemiAnnual inspection										
	2	22-01-5330 Maintenance-Building or Lan			38.00		0.00		0			
	Desc:	SemiAnnual inspection										

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	3	24-01-5330		Maintenance-Building or Lan		137.83		0.00	0		
	Desc:	SemiAnnual inspection									
	4	60-01-5330		Maintenance-Building or Lan		137.83		0.00	0		
	Desc:	SemiAnnual inspection									
	5	70-01-5330		Maintenance-Building or Lan		137.84		0.00	0		
	Desc:	SemiAnnual inspection									
21910	33	WALDPORT ACE HARDWA	1	010029287	Yes	2016	7	1/12/16	2/11/16		\$16.76
	Desc:	Replacement hardware									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	70-01-5344					16.76	0.00	0		
	Desc:	Replacement hardware									
21911	266	WALDPORT READY MIX	1	40930	Yes	2016	7	10/7/15	1/30/16		\$252.05
	Desc:	Looping project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920					252.05	0.00	0		
	Desc:	Looping project									
21912	1061	SPEER HOYT LLC	1	33738	Yes	2016	7	1/1/16	1/31/16		\$72.40
	Desc:	General									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	10-01-5263					72.40	0.00	0		
	Desc:	General									
21913	289	OREGON COAST MAGAZIN	1	222069	Yes	2016	7	1/12/16	2/11/16		\$454.00
	Desc:	Ad Jan/Feb issue									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	12-01-5220					454.00	0.00	0		
	Desc:	AD Jan/Feb issue									
21914	33	WALDPORT ACE HARDWA	1	010029249	Yes	2016	7	12/29/15	1/28/16		\$9.78
	Desc:	Water system parts-Looping project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920					9.78	0.00	0		
	Desc:	Looping project - water parts									
21915	33	WALDPORT ACE HARDWA	1	010029225	Yes	2016	7	12/22/15	1/21/16		\$11.37
	Desc:	Looping project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920					11.37	0.00	0		
	Desc:	Looping project									
21917	1128	FERGUSON ENTERPRISES	1	0494769	Yes	2016	7	12/2/15	1/1/16		\$1,908.05
	Desc:	Looping Project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920					1,908.05	0.00	0		
	Desc:	Looping Proj. Altitude valve box									
21918	1128	FERGUSON ENTERPRISES	1	0498334	Yes	2016	7	1/1/16	1/31/16		\$1,845.00
	Desc:	Meter reading gun replacement									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	60-01-5344					922.50	0.00	0		
	Desc:	Meter reading gun replacement									
	2	70-01-5344					922.50	0.00	0		
	Desc:	Meter reading gun replacement									
21919	1182	MATTHEW ARCK	1	MA1046	Yes	2016	7	1/11/16	2/10/16		\$910.00
	Desc:	Property Management									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-5641					910.00	0.00	0		
	Desc:	Property management									

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21920	221	ANALYTICAL LABORATOR	1	74710	Yes	2016	7		1/8/16	2/7/16		\$165.00	
	Desc:	Lab testing-Looping project											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	15-01-7920 Water System Improvements					165.00		0.00		0		
	Desc:	Looping project-water testing											
21921	221	ANALYTICAL LABORATOR	1	74709	Yes	2016	7		1/8/16	2/7/16		\$280.00	
	Desc:	WTP lab testing											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations					280.00		0.00		0		
	Desc:	WTP lab testing											
21922	150	COPELAND LUMBER YARD	1	36-74997685-00	Yes	2016	7		12/2/15	1/1/16		\$14.20	
	Desc:	Catch basin-South Res.											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	30-01-5341 Plant & System Operations					14.20		0.00		0		
	Desc:	Catch basin-South Res.											
21923	150	COPELAND LUMBER YARD	1	36-75001396-00	Yes	2016	7		12/14/15	1/13/16		\$147.04	
	Desc:	Catch basin South Res. Proj.											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	30-01-5341 Plant & System Operations					147.04		0.00		0		
	Desc:	Catch basin South Res. Proj.											
21925	137	NEWPORT NEWS TIMES	1	282781	Yes	2016	7		12/30/15	1/29/16		\$24.23	
	Desc:	Hearing notice											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5422 Legal Notices					24.23		0.00		0		
	Desc:	Hearing notice											
21926	822	GREG SCOTT	1	Apple2	Yes	2016	7		1/12/16	2/11/16		\$1,898.00	
	Desc:	2 Computer laptop Reimb.-Civic Rm.											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5650 Equipment & Furnishings					1,898.00		0.00		0		
	Desc:	Reimb. 2 MacBook Air -Civic Rm.											
21928	942	COASTAL PAPER & SUPPL	1	502456	Yes	2016	7		1/12/16	2/11/16		\$81.62	
	Desc:	WWTP Lab supplies											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations					81.62		0.00		0		
	Desc:	WWTP lab supplies											
21929	91	COAST RANGE EQUIPMEN	1	6040	Yes	2016	7		1/12/16	2/11/16		\$1,760.00	
	Desc:	Radar Pump station repair											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5344 Plant & System Maintenance					1,760.00		0.00		0		
	Desc:	Radar Pump station repair											
21930	942	COASTAL PAPER & SUPPL	1	502663	Yes	2016	7		1/15/16	2/14/16		\$54.05	
	Desc:	WWTP lab supplies											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations					54.05		0.00		0		
	Desc:	WWTP lab supplies											
21931	822	GREG SCOTT	1	APPLE4	Yes	2016	7		1/14/16	2/13/16		\$1,898.00	
	Desc:	Reimb. MAC book Air comp. Civic Rm.											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5650 Equipment & Furnishings					366.33		0.00		0		
	Desc:	Reimb. MAC book air- Civic Room											
	2	60-01-5650 Equipment & Furnishings					765.84		0.00		0		
	Desc:	Reimb. MAC book Air comp. Civic Rm.											
	3	70-01-5650 Equipment & Furnishings					765.83		0.00		0		
	Desc:	Reimb. MAC book Air comp. Civic Rm.											

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount
21933	1282	MUNIBILLING	1	4202	Yes	2016	7		12/31/15	1/30/16		\$7,975.00
	Desc:	Conversion										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	15-01-5641	City Hall Reserve			7,300.00		0.00		0		
	Desc:	Conversion-utility billing										
	2	60-01-5341	Plant & System Operations			337.50		0.00		0		
	Desc:	Conversion-utility billing										
	3	70-01-5341	Plant & System Operations			337.50		0.00		0		
	Desc:	Conversion-utility billing										
21934	127	OREGON LINEN INC	1	405541	Yes	2016	7		1/14/16	2/13/16		\$26.91
	Desc:	Supplies										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	24-01-5335	Custodial Support & Supplies			26.91		0.00		0		
	Desc:	Supplies										
21935	137	NEWPORT NEWS TIMES	1	01-11-16	Yes	2016	7		1/20/16	2/19/16		\$86.50
	Desc:	1 Yr. Sub. City Hall										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5240	Office Materials, Supplies &			86.50		0.00		0		
	Desc:	1 Yr. Sub. City Hall										
21936	68	YACHATS MERCANTILE	1	1/10/16	Yes	2016	7		1/20/16	2/19/16		\$199.06
	Desc:	Misc. supplies										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	21-01-5315	System Operations			11.00		0.00		0		
	Desc:	Wire Brush										
	2	24-01-5330	Maintenance-Building or Lan			27.56		0.00		0		
	Desc:	Misc. supplies										
	3	60-01-5341	Plant & System Operations			36.05		0.00		0		
	Desc:	Misc. supplies										
	4	70-01-5341	Plant & System Operations			124.45		0.00		0		
Desc:												
21937	499	MCI	1	1/13/16	Yes	2016	7		1/20/16	2/19/16		\$63.39
	Desc:	Long Distance Service										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5251	Office Phone, Cell or DSL			14.90		0.00		0		
	Desc:	Long Distance Service										
	2	22-01-5251	Office Phone, Cell or DSL			14.09		0.00		0		
	Desc:	Long Distance Service										
	3	23-01-5251	Office Phone, Cell or DSL			0.00		0.00		0		
	Desc:	Long Distance Service										
	4	24-01-5251	Office Phone, Cell or DSL			0.00		0.00		0		
	Desc:	Long Distance Service										
	5	60-01-5251	Office Phone, Cell or DSL			17.73		0.00		0		
	Desc:	Long Distance Service										
	6	70-01-5251	Office Phone, Cell or DSL			16.67		0.00		0		
Desc:	Long Distance Service											
21938	94	DOUGS ELECTRIC	1	C3122F	Yes	2016	7		1/14/16	2/13/16		\$832.50
	Desc:	Pontiac Pump Station Repair										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5344	Plant & System Maintenance			832.50		0.00		0		
	Desc:	Pontiac Pump Station Repair										
21939	1269	OREGON DRINKING WATE	1	Reeves/SurfSid	Yes	2016	7		1/19/16	2/18/16		\$600.00
	Desc:	Reeves Cir/ Surfside Dr. plan review-Reece										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
	1	15-01-7920 Water System Improvements					600.00		0.00		0		
	Desc:	Reeves Cir/ Surfside Dr. plan review-Reece											
21940	856	AUTOMATION GROUP INC,	1	15251	Yes	2016	7		12/29/15	1/28/16		\$888.38	
	Desc:	Level Transmitter/SBR#2											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5344 Plant & System Maintenance					888.38		0.00		0		
	Desc:	Level Transmitter/SBR#2											
21941	1279	JEFFERY SHIRLEY DESIG	1	011416	Yes	2016	7		1/14/16	2/13/16		\$180.00	
	Desc:	Yachats Trails Logo											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	12-01-5224 Trails					180.00		0.00		0		
	Desc:	Yachats Trails Logo											
21942	135	PROBUILD COMPANY LLC	1	69117638	Yes	2016	7		1/20/16	2/19/16		\$25.64	
	Desc:	WWTP-Repair tool											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5317 Tools & Small Equipment					25.64		0.00		0		
	Desc:	WWTP-Repair tool											
21944	183	IIMC	1	2016-2017	Yes	2016	7		1/25/16	2/24/16		\$155.00	
	Desc:	2016-2017 Membership N.Batchelder											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210 Dues, Memberships & Fees					155.00		0.00		0		
	Desc:	2016-2017 Membership N.Batchelder											
21947	183	IIMC	1	2016-2017LW	Yes	2016	7		1/25/16	2/24/16		\$95.00	
	Desc:	2016-2017 Membership L.Wangsness											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210 Dues, Memberships & Fees					95.00		0.00		0		
	Desc:	2016-2017 Membership L.Wangsness											
21948	183	IIMC	1	2016-2017KJ	Yes	2016	7		1/25/16	2/24/16		\$95.00	
	Desc:	2016-2017 Membership K.Jackson											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210 Dues, Memberships & Fees					95.00		0.00		0		
	Desc:	2016-2017 Membership K. Jackson											
21949	1009	OREGON EMPLOYMENT D	1	013116	Yes	2016	7		1/25/16	2/24/16		\$483.98	
	Desc:	Garnish											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-00-2120 Payroll Withholding Payable					483.98		0.00		0		
	Desc:	Garnish											
21950	310	STAPLES CREDIT PLAN	1	1468231551	Yes	2016	7		1/6/16	2/5/16		\$109.35	
	Desc:	Supplies/lnk											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations					89.67		0.00		0		
	Desc:	Ink/supplies											
	2	70-01-5341 Plant & System Operations					11.98		0.00		0		
	Desc:	Supplies											
	3	10-01-5240 Office Materials, Supplies &					7.70		0.00		0		
	Desc:	supplies											
21951	416	LARRY B LEWIS	1	1-16Y	Yes	2016	7		1/26/16	2/25/16		\$4,177.73	
	Desc:	City Planner											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5264 City Planner					2,253.33		0.00		0		
	Desc:	City Planner											
	2	10-01-5264 City Planner					1,924.40		0.00		0		
	Desc:	Milage/ Reimbursable expenses											

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21952	540	LEON C STERNER	1	JAN2016City	Yes	2016	7		1/26/16	2/25/16		\$215.00	
	Desc:	City Hall custodial											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5440	Other Office Expense				215.00		0.00		0		
	Desc:	City Hall custodial											
		1099											
21953	540	LEON C STERNER	1	JAN2016Comm	Yes	2016	7		1/26/16	2/25/16		\$917.00	
	Desc:	Monthly Custodial Service											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	24-01-5335	Custodial Support & Supplies				307.20		0.00		0		
	Desc:	Mo. Custodial Service											
	2	24-01-5330	Maintenance-Building or Lan				609.80		0.00		0		
	Desc:	Mo. Custodial Service											
		1099											
21954	856	AUTOMATION GROUP INC,	1	286	Yes	2016	7		1/19/16	2/18/16		\$12,221.00	
	Desc:	Water SCADA Sys.											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	15-01-7920	Water System Improvements				12,221.00		0.00		0		
	Desc:	Water SCADA Sys.											
21955	856	AUTOMATION GROUP INC,	1	275	Yes	2016	7		1/20/16	2/19/16		\$23,716.00	
	Desc:	Water SCADA Sys.											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	15-01-7920	Water System Improvements				23,716.00		0.00		0		
	Desc:	Water SCADA Sys.											
21956	175	YACHATS YOUTH & FAMIL	1	FEB2016	Yes	2016	7		1/26/16	2/25/16		\$2,416.67	
	Desc:	Monthly allotment											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5439	Misc. Public Services				2,416.67		0.00		0		
	Desc:	Monthly allotment											
21957	1284	OREGON GOVERNMENT FI	1	17451	Yes	2016	7		1/26/16	2/25/16		\$52.50	
	Desc:	Membership dues-Kjackson											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210	Dues, Memberships & Fees				52.50		0.00		0		
	Desc:	Membership Dues-Kjackson											
21958	99	LEAGUE OF OREGON CITI	1	Budgeting101	Yes	2016	7		1/26/16	2/25/16		\$600.00	
	Desc:	Budgeting 101 Training											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5255	Education & Training				150.00		0.00		0		
	Desc:	Budgeting 101 Training- R. McClung											
	2	70-01-5255	Education & Training				150.00		0.00		0		
	Desc:	Budgeting 101 Training-D. Buckwald											
	3	10-01-5255	Education and Training				100.00		0.00		0		
	Desc:	Budgeting 101 Training-L.Wangsness/K.Jackson											
	4	60-01-5255	Education & Training				100.00		0.00		0		
	Desc:	Budgeting 101 Training-L.Wangsness/K.Jackson											
	5	70-01-5255	Education & Training				100.00		0.00		0		
	Desc:	Budgeting 101 Training-L.Wangsness/K.Jackson											
21960	1285	JUST GOOD COOKIN' LLC	1	StateoftheCity	Yes	2016	7		1/26/16	2/25/16		\$47.25	
	Desc:	Cookies-State of the City Event											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5439	Misc. Public Services				47.25		0.00		0		
	Desc:	Cookies-State of the City event											
21962	766	NEOPOST USA INC	1	Postage	Yes	2016	7		1/26/16	2/25/16		\$100.00	
	Desc:	Postage											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
	1	60-01-5341	Plant & System Operations				50.00	0.00		0		
	Desc:	Postage										
	2	70-01-5341	Plant & System Operations				50.00	0.00		0		
	Desc:	Postage										
	3	10-01-5240	Office Materials, Supplies &				0.00	0.00		0		
	Desc:											
21963	822	GREG SCOTT	1	3MAC	Yes	2016	7		1/27/16	2/26/16		\$2,997.00
	Desc:	Reimb.3 MacBook Air-Civic Room										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5650	Equipment & Furnishings				1,498.50	0.00		0		
	Desc:	Reimb. 3 MacBook Air-Civic Room										
	2	70-01-5650	Equipment & Furnishings				1,498.50	0.00		0		
	Desc:	Reimb.3 MacBook Air-Civic Room										
21964	822	GREG SCOTT	1	AP-ProReimb.	Yes	2016	7		1/27/16	2/26/16		\$199.99
	Desc:	Reimb-ApPro										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5440	Other Office Expense				66.66	0.00		0		
	Desc:	Reimb-ApPro										
	2	60-01-5341	Plant & System Operations				66.66	0.00		0		
	Desc:	Reimb-ApPro										
	3	70-01-5341	Plant & System Operations				66.67	0.00		0		
	Desc:	Reimb-ApPro										
21967	1284	OREGON GOVERNMENT FI	1	ADMIN.	Yes	2016	7		1/27/16	2/26/16		\$50.00
	Desc:	Cert. Prog. Adminssion Fee										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210	Dues, Memberships & Fees				16.67	0.00		0		
	Desc:	Cert. Prog. Adminssion Fee										
	2	60-01-5210	Dues, Memberships & Fees				16.67	0.00		0		
	Desc:	Cert. Prog. Adminssion Fee										
	3	70-01-5210	Dues, Memberships & Fees				16.66	0.00		0		
Desc:	Cert. Prog. Adminssion Fee											
21969	272	OAWU	1	20168	Yes	2016	7		1/27/16	2/26/16		\$405.00
	Desc:	Annual Conf/Training-G.McClung										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5255	Education & Training				405.00	0.00		0		
	Desc:	Annual Training/Conf. G.McClung										
21970	1007	DONALD W NISKANEN	1	JAN2016	Yes	2016	7		1/27/16	2/26/16		\$3,321.78
	Desc:	C ode Enforcement										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5212	Code Enforcement				3,321.78	0.00		0		
	Desc:	Code Enforcement										
21972	1036	JD COMPUTER AND CELL	1	11596	Yes	2016	7		1/28/16	2/27/16		\$825.00
	Desc:	Computer support										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5251	Office Phone, Cell or DSL				150.00	0.00		0		
	Desc:	Access point issue										
	2	24-01-5251	Office Phone, Cell or DSL				50.00	0.00		0		
	Desc:	Cell phone										
	3	24-01-5240	Office Materials, Supplies &				75.00	0.00		0		
	Desc:	Computer maint.										
	4	22-01-5470	Equipment Repair & Maintain				200.00	0.00		0		
	Desc:	Computer Maint/repair										
	5	10-01-5470	Equipment Repair & Mainten				116.67	0.00		0		
	Desc:	Computer maint.										

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	6	60-01-5341		Plant & System Operations		116.67		0.00	0		
	Desc:	Computer maint.									1099
	7	70-01-5341		Plant & System Operations		116.66		0.00	0		
	Desc:	Computer maint.									1099
21973	127	OREGON LINEN INC	1	408175	Yes	2016 7		1/28/16	2/27/16		\$48.50
	Desc:	Supplies									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	24-01-5335		Custodial Support & Supplies		48.50		0.00	0		
	Desc:	Supplies									
21974	990	LAURALEE SVENDSGAAR	1	010616	Yes	2016 7		1/6/16	1/6/16		\$3,005.95
	Desc:	Reimb. Trails exp.									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	12-01-5224		Trails		3,005.95		0.00	0		
	Desc:	Reimb. Expenses									

Fund 10 Total	25,599.96	0.00
Fund 12 Total	4,143.95	0.00
Fund 15 Total	93,807.87	0.00
Fund 20 Total	5,300.00	0.00
Fund 21 Total	204.81	0.00
Fund 22 Total	1,154.29	0.00
Fund 23 Total	534.62	0.00
Fund 24 Total	2,279.40	0.00
Fund 30 Total	6,241.71	0.00
Fund 60 Total	13,529.70	0.00
Fund 70 Total	11,860.66	0.00
Fund 80 Total	300.00	0.00
Grand Total	164,956.97	0.00

plus replacement of voided check 9.24

Total for checks \$164,966.21

**CITY OF YACHATS
CITY COUNCIL MEETING
Civic Meeting Room, Yachats Commons
February 11, 2015
Regular Meeting 2:00 P.M.
MINUTES**

Mayor Ronald Brean called the regular meeting of the City Council to order at 2:00 p.m. in the Civic Meeting Room at the Yachats Commons. Council members present: Greg Scott, Barbara E. Frye and Max Glenn. Absent: Sandy Dunn

I. Announcements and Correspondence

- Correspondence: Nancy Batchelder: Retirement, OCCC Foundation, Solve, Yachats Exercise Group
- Judy Kaufman, elected District Governor of the Lions Club of Oregon.
- Kathleen Osling Celebration of Life – Saturday
- Paul Robeson: A Concert in Song and Words on March 5 at 6:30 p.m.

II. Citizen's Concerns

Nathan Bernard shared documents for his plans for production for the next several years at his brewery and he explained that the amount of water used would be the same whether he has a ¾" meter or a 2" meter.

Bernard said that he had a conversation with the Public Works Department and he will provide them with the timing for their first sewer discharge once they are in production so the City can test that discharge.

Bernard said that he believes that the size of the water meter is a different issue than how the waste discharge will affect the wastewater treatment plant. And, when he was told that City Council would need more information before City Council could make the decision about his request, office staff was not able to give him any specific answers and he has not yet been asked for any of that additional information.

Bernard said that he is here to ask for a timely decision on this matter because if his request for a 2" meter is not granted he will need to put in a water storage facility. Bernard said that he plans to be ready to do a water brew by the end of the month and be brewing beer on a weekly basis in March.

Brean said that while the Council likes what the business means for the town, but the Council has to look at the long term and there are many issues that the Council has to consider so the Council is not able to make a decision today, perhaps by the meeting next month.

Scott said that he has to consider the precedent that this would set and how the City would explain this waiver to others that are charged System Development Charges for larger meters or the citizens that are asked to pay for water system improvements that are necessary to meet increased demand in the future.

1 **III. Consent Agenda**

2 **A. Minutes of January 11, 2016 Work Session, January 14, 2016 Regular**
3 **Meeting, and February 3, 2016 Special Meeting**

4 **B. Bills for Approval**

5 **C. Resolutions from January Meeting**

6 1. 2016-01-01 – Authorizing Mayor to Sign Agreement with Recruitment
7 Firm

8 2. 2016-01-02 – Adoption of Updated Sanitary Maintenance Policy

9 3. 2016-01-03 – Adoption of Updated Employee Handbook

10 4. 2016-01-04 – Appointments to Budget and Finance Committees

11 **D. Adoption: Administrative Policy – Hiring Policy**

12
13 Motion to adopt the Consent Agenda, Aye - 4, No – 0, Absent – 1, (Dunn).
14

15 **IV. Reports**

16 **A. City Council**

17
18 Scott demonstrated the new City Web Site, explaining that while it is not finished, once the staff
19 has the ability to add news to the front page it will be ready to go live. It will be a work in progress
20 for quite some time, but it is quite useable now.
21

22 Motion to authorize to switch to the new website once staff is happy with the news section, Aye - 4,
23 No – 0, Absent – 1, (Dunn).
24

25 Glenn reported that he continues to work on getting banking services for Yachats, but has not yet
26 found any solutions.
27

28 Glenn said that the Food Equity Group would like to bring a Resolution to the City Council for the
29 March meeting.
30

31 Frye said that the Lincoln County Community Health Board continues to talk about Health Clinics in
32 the South County area.
33

34 Glenn said that he hopes that the group charged with uses for the old bank building will have a
35 recommendation ready for the City Council to consider next month.
36

37 Brean said that he attended a meeting hosted by the City of Waldport on work force housing. He
38 said that he does not know where any of this will go, but the discussion has begun.
39

40 Brean said he met with County Commissioner Bill Hall and the Citizens for Clean Air to discuss
41 some alternatives to the labor-intensive pilot no-spray program, including a pollinators program. A
42 Pollinators Program provides habitat areas for threatened and dwindling pollinator species such as
43 bees and butterflies, which reduce maintenance costs by reducing mowing and other vegetation
44 costs, such as invasive species control and herbicide applications and decrease erosion and
45 Stormwater runoff while providing sediment control, while using fewer pesticides and increasing
46 aesthetics.
47

48 Brean said he met with Dennis Comfort from State Parks, Wayne Belmont, Rick McClung and
49 Laura Lee Svendsgaard to discuss the development of the 804 S Trail.
50

1 Brean said that State Parks is very interested in helping develop the Trail, and may want to turn the
2 parks within the city limits over to the City in the future.

3
4 Brean said that he attended the annual OCZMA Board meeting. They are working on a new
5 mission statement for the organization.

6
7 Brean said that the City Council met with Steve Worthington from Prothman, the recruitment firm
8 hired to assist the City in finding the City Administrator.

9
10 **B. Written Reports**

11 Civil West Engineer, Public Works Department, Emergency Planning Committee, City
12 Recorder, and Code Enforcement Officer

13
14 McClung said that Civil West would be at the Public Works and Streets Commission meeting in
15 March to give a report on the South Reservoir project.

16
17 **V. Public Hearing -Supplemental Budget for Fiscal Year 2015-2016**
18 **Resolution No. 2016-02-01 – Supplemental Budget 2015-2016**

19
20 Brean opened the Public Hearing, asked if there were any comments, there were none and Brean
21 closed the Hearing.

22
23 Motion to adopted the Supplemental Budget, as amended with the increase in the transfer to the
24 Storm Drain Fund to cover the slide repair that was billed after the notice was published, Aye - 4,
25 No – 0, Absent – 1, (Dunn).

26
27 **VI. Business**

28 **A. Recommendation from Planning Commission; Membership**

29
30 Motion to appoint John Deriberprey and Helen Anderson to serve on the Planning Commission
31 with terms ending December 31, 2017, Aye - 4, No – 0, Absent – 1, (Dunn).

32
33 **B. Resolution No. 2016-02-02 – Authorizing a Loan from the Safe Drinking Water Revolving**
34 **Loan Fund**

35
36 Motion to authorize the Mayor to execute all loan documents, contingent upon review by the City
37 Attorney, Aye 4, No – 0, Absent – 1, (Dunn).

38
39 **C. Recommendation from Parks and Commons Commission; Amenity & Tree Donation**

40
41 Glenn suggested that more work is need on this policy before it is adopted. Glenn said that he
42 thinks the current and the new draft should be combined.

43
44 Brean said that he is willing to work with the author of the new draft and submit a new draft to the
45 Parks and Commons Commission.

46
47 **VII. Other Business**

48 **A. From the Council**

49
50 Motion to authorize the Mayor to write a letter to Tom Lauritzen to thank him for all the work he has
51 done for the City in the past, Aye 4, No – 0, Absent – 1, (Dunn).

1
2 There was discussion about the process for posting letters on the website without signatures, and
3 the response.
4

5 **B. From the Staff** - None.
6

7 There being no further business before the City Council, the meeting was adjourned at 3:45 PM.
8
9

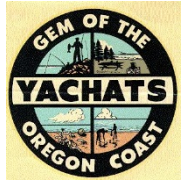
10
11 _____
12 Ronald L. Brean, Mayor
13

14 Attest:
15
16

17 _____
18 Nancy Batchelder, City Recorder

The 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 MEETING

Civic Meeting Room, Yachats Commons

February 11, 2016

Regular Meeting 2:00 P.M.

AGENDA

- I. Announcements and Correspondence
 - Nancy Batchelder: Retirement, OCCC Foundation, Solve, Yachats Exercise Group
- II. Citizen's Concerns
- III. Consent Agenda
 - A. Minutes of January 11, 2016 Work Session, January 14, 2016 Regular Meeting, and February 3, 2016 Special Meeting
 - B. Bills for Approval
 - C. Resolutions from January Meeting
 - 1. 2016-01-01 – Authorizing Mayor to Sign Agreement with Recruitment Firm
 - 2. 2016-01-02 – Adoption of Updated Sanitary Maintenance Policy
 - 3. 2016-01-03 – Adoption of Updated Employee Handbook
 - 4. 2016-01-04 – Appointments to Budget and Finance Committees
 - D. Adoption: Administrative Policy – Hiring Policy
- IV. Reports
 - A. City Council
 - B. Written Reports Civil West Engineer, Public Works Department, Emergency Planning Committee, City Recorder, and Code Enforcement Officer
- V. Public Hearing - Supplemental Budget for Fiscal Year 2015-2016
 - Resolution No. 2016-02-01 – Supplemental Budget 2015-2016
- VI. Business
 - A. Recommendation from Planning Commission; Membership
 - B. Resolution No. 2016-02-02 – Authorizing a Loan from the Safe Drinking Water Revolving Loan Fund
 - C. Recommendation from Parks and Commons Commission; Amenity & Tree Donation
- VII. Other Business
 - A. From the Council
 - B. From the Staff

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council.

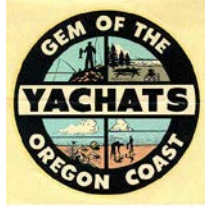
The meeting will be audio taped. Minutes of this and all public meetings are available for review in the City Office. The meeting place is accessible to persons with disabilities. Please let us know if you will need any special accommodations to attend the meeting by calling the City Recorder at 547-3565, or Oregon Relay 1-800-735-2900 (T.D.D.) two days in advance.

The 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.



Posted

Nancy Batchelder - City Recorder



City of Yachats

441 Hwy 101 N.
P O Box 345
Yachats, OR 97498

January 28, 2016

City Council

Dear City Councilors:

Please consider this my formal notice that I plan to retire from my position with the City of Yachats. My last day of work should be the last working day of the year, which will be December 30, 2016.

While there have been many challenges working for the City these years I am proud of my accomplishments. Following are just a few:

- In 1998, shortly after being promoted from Assistant City Recorder to City Recorder I recommended that the City develop a Capital Improvement Plan and establish a Finance Committee to look at long term revenue and expenses for the City. The concept was not immediately accepted, but I pursued it because I felt it was important to have a multi-year plan in place that not only identified the future needs but also identified the funding sources that could be used. Eventually it became a reality and I worked with volunteers and elected officials to develop the process and the forms for analyzing the projects.
 - The original Finance Committee was made up of the appointed members of the Budget Committee. The Capital Improvement Planning Committee was made up of members of each of the Commissions and the Little Log Church. And, I was appointed the Chair of each of those Committees. I worked with the members to develop the fiscal Policies for Management of Debt and Capital Improvements that are still in place today.
 - The original Finance Committee ceased to exist and when it was re-formed several years later, the makeup of the membership was changed and the Committee began taking on the functions of the CIP Committee. An appointed citizen replaced me as Chair, but I still work closely with the members of the committee. (I recently drafted a Code Amendment for City Council adoption that reflected the change in membership and Chair.)
- I took it upon myself to become the City's Risk Management Coordinator and have worked to reduce the annual insurance contributions by drafting policies for City Council adoption and scheduling trainings to complete the various items identified in the CIS Bonus Program.

c:\users\nancy\documents\letters and memos\cr_to_cc_retirement-2-16.docx

- I established the equipment replacement schedule used to set money aside each year to ensure that funds are available when needed to purchase replacements.
- When I started preparing the budgets the City had no Reserve Fund. I established the fund and began making sure that there was some money added to it each year. Although I cannot take credit for revenue the City receives and therefore the amount available to set aside in reserves, I think that my efforts as Budget Officer and Finance Officer have played some part in the development of the reserves, since there was none when I began.
- I developed the City's first web page on my own time at home in the evening. For the first couple of years I maintained the web site by transferring files from my office computer to the computer in the Civic Meeting Room because it was the only computer that had Internet access. City Council did not want the City Hall computers connecting to the Internet. Although it has since been called an embarrassment, at least the citizens have had a place to go for information about meetings, forms, the Municipal Code and other items of interest. I also researched and spent a lot of time getting the web site designation of "*ci.yachats.or.us*" which is a government designation that is used by many cities (ci) and counties (co) in the United States and was free. Other than the cost for the software I now use to update the page on a daily basis, the current website has never cost the City any money since the day I first launched it in 1997. I have always wanted to improve it, and have been offered help in the past, but without that help or the time to learn the software on my own that is one goal I have not met.
- I developed the Citizen's Handbook as a way to provide information about the City for newcomers and old-timers alike.
- I have received the designation of Master Municipal Clerk from the International Institute of Municipal Clerks, completed the Oregon Municipal Finance Officers Association Certification Program and the League of Oregon Association Local Government Management Certification Program.
- Using tools from CIS, I drafted the original and updated Employee Handbooks, the Safety Manual, Fleet Policy and Sewer Maintenance Policies for City Council adoption. Once adopted these all reduced the amount of insurance premiums.
- I have assisted all of the various Commissions and Committees through the years as they worked to achieve their goals, including drafting the original Commons Policy Manual for the Commission to review, edit and finalize before forwarding to City Council for adoption.
- I have always tried to ensure that City Hall has served the public in an honest and professional manner and we have done it on a very tight budget.

While I do not know what the City's plans will be after I leave, the office staff has been planning for this type of transition for a while.

I believe that many of the duties I have been performing for the past 20+ years will shift to the new City Administrator and the two Deputy Recorders have already begun cross training, with more planned in the year to come.

Kimmie and Linda are enrolled in a budget training in February and will be assisting me in the preparation of the budget for 2016-2017.

Kimmie has asked to be enrolled in the Oregon Municipal Finance Officers Association Certification Program and the League of Oregon Cities Local Government Management Certification Program. These are both excellent programs I have completed in the past and I am sure that she will acquire valuable skills.

Kimmie and Linda have been members of the Oregon Association of Municipal Recordors (OAMR) for the past several years and have attended the Mid-Year and Annual training opportunities offered as they prepared to begin taking over some of my responsibilities. They have received scholarships for the registrations from OAMR so the only expense for the City has been the travel.

Linda has completed enough hours of training and has applied for her Certified Municipal Clerks Designation through the International Institute of Municipal Clerks and Kimmie has one more week of classes before she will apply for her designation. That training will take place this summer.

Several months ago I delegated the responsibility for working with the Public Works & Streets Commission and the Emergency Planning Committee to Kimmie and the Parks and Commons Commission and the Library Commission to Linda so they have been gaining experience in agenda preparation, posting documents to the document library, taking minutes and following up with action items after the meetings.

I have shifted the payroll duties to Linda, and in the coming months I anticipate that I will be delegating more of the accounting responsibilities to her as well.

I perform quite a few tasks only one or two times a year. As I do those tasks this year I will be showing Kimmie and Linda how to do them and sharing my notes and step by step procedures. I also keep a hard copy calendar with "ticklers" and samples of things such as the annual reports that are required - such as the System Development Charges and Urban Renewal District Report.

Sincerely,

Nancy Batchelder
City Recorder



A note from the desk of President Dr. Birgitte Ryslinge

December 31, 2015

Dear Friend of Oregon Coast Community College,

*On behalf of Oregon Coast Community College, please accept my heartfelt appreciation for your contribution throughout the year 2015. Your contributions help to change lives and help us to realize our vision of **Shaping the Future Through Learning**. Lincoln County students face many barriers in their pursuit of a College degree or credential, not the least of which are financial barriers. By supporting students through scholarships, you help them fulfill their dreams and also to support their families and communities.*

Our College benefits from a wonderful giving community, and we are honored to include you! Due in part to your generous donations, we were able to award over \$80,000 in scholarships this past year. Your dedication to student success and the future of Lincoln County is underscored by your investment in the College. Donor gifts also support our intent to reach independent accreditation and to significantly grow the College and the number of students and employers we will serve in the years to come.

I invite you to stay connected with OCCC through our website: <http://www.oregoncoastcc.org/> Here you can find comprehensive information on the College, its offerings, current events, news updates and much more. College stories are posted throughout the year to highlight our evolving story as a College and Community.

I look forward to an exciting year of continued growth and to the successes we will realize with support from wonderful donors like you! Warm regards to you and yours and best wishes in 2016.

With Sincere Appreciation,

Birgitte Ryslinge

President

541 867-8532

birgitte.ryslinge@occc.cc.or.us

The mission of the Oregon Coast Community College Foundation is to advance educational opportunities by raising funds for college needs while increasing public awareness of the College and its many benefits.

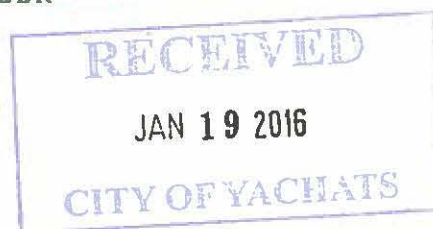


SOLVE

IT'S OUR NATURE TO
— VOLUNTEER —

January 8, 2016

Ms. Nancy Batchelder
City of Yachats
441 Hwy. 101 N PO Box 345
Yachats, OR 97498



Dear Nancy,

Thank you for the generous \$2,500.00 sponsorship received on January 5, 2016. Your support is essential to SOLVE's work!

Volunteers are the heart of the work we do. Your contribution helps bring Oregonians together to improve our environment and build a legacy of stewardship. Thanks to donors like you, we're able to:

- Bring together thousands of volunteers in communities across the state who clean up and restore their rivers, streams, parks, beaches and other natural areas. These volunteers make Oregon a great place to live, work and play.
- Work with over 2,600 K-12 school students and empower them to care for Oregon's waterways, while building a lifelong ethic of caring for their communities.
- Engage over 9,000 volunteers to keep Oregon's entire coastline clean. This year SOLVE volunteers removed 62 tons of trash and marine debris from our beautiful beaches during 156 different cleanup events.

We've accomplished so much in the past 47 years, and we're excited about all the great things we will continue to accomplish due to your generosity! SOLVE also has many year-round volunteer opportunities. Please contact info@solveoregon.org to find out how to volunteer in your community.

Thank you again for your generous gift. Your donation supports volunteers in ensuring clean water, stronger communities, and a better future for Oregon!

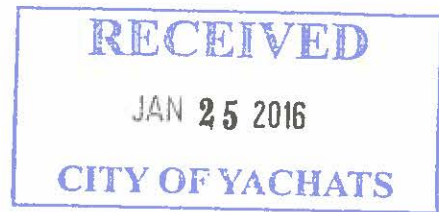
With gratitude,

*Your generous support
is appreciated so much!*
M

Maureen Fisher
Chief Executive Officer

Questions? Please contact Nick Allen at 503-844-9571 x 314 | nick@solveoregon.org
SOLVE is a 501 (c)(3) registered nonprofit. Contributions are tax-deductible to the extent the law allows.
Federal Tax Identification Number: 93-0579286
No good or services were provided for this gift, except where noted above.

January 20, 2016



TO: CITY OF YACHATS, FRIENDS OF THE COMMONS,
CC: LEON STERNER
FROM: YACHATS EXERCISE GROUP
RE: SCHEDULING CONFLICTS

This morning we were notified—at 7 a.m.—that the Watersheds Council would be using the Commons and that therefore, the exercise class for today was cancelled. The notification was by phone to Andrea, who then sent out an email to the class.

This is simply not acceptable. The exercise class meets three times a week, from 10 a.m. to 11 a.m. Everyone pays \$2 each time. There are between 20 and 30 people in the group, which yields \$6,240 - \$9,360 a year to help support the Commons. That is not an insignificant amount!

We have cooperated with requests to give up the gym because of renters who “pay.” For example, in the fall, we are out of the building for about ten days for a church group. We know about this in advance and are able to arrange to use the Lions Hall. We donate our \$2/person to the Lions during this period.

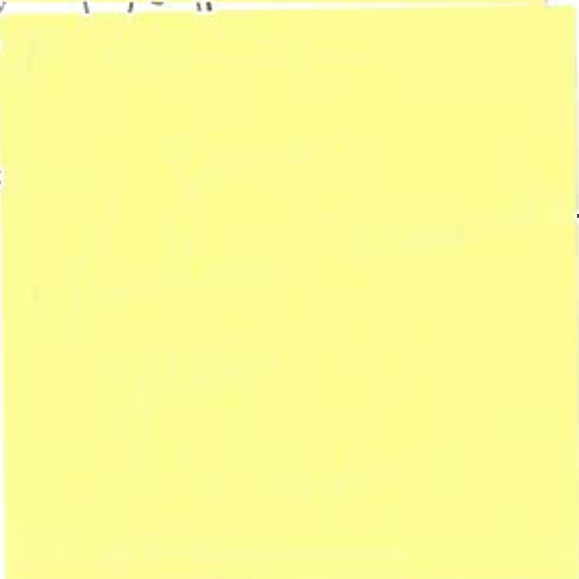
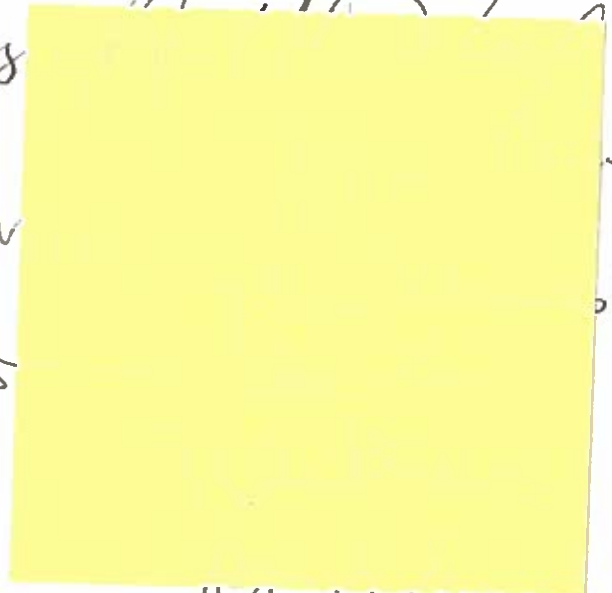
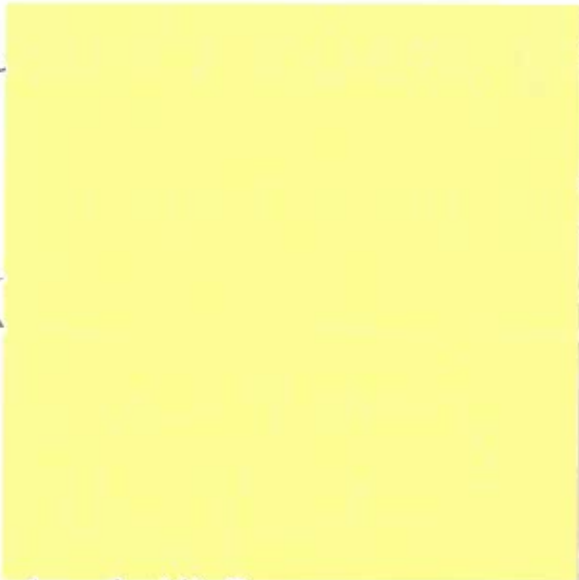
Occasionally we have also been asked to give up our use of the building for a day when another group wants to rent it. Generally, we just skip the work-out for that one day. We have been willing to do this in a spirit of cooperation, although it rankles every time it happens.

However, being notified on the morning of an event that the room will not be available is NOT acceptable. It’s disrespectful and causes inconvenience since not everyone is able to check their email in the morning. Some people come to class from Waldport or Ten Mile. Andrea drives in from ten miles up the Yachats River.

We understand that Leon has a lot of responsibilities to deal with and mistakes can be made, but it is NOT acceptable to expect us to look at the calendar to determine that our regularly scheduled event has been bumped. At the time that a reservation is accepted which causes a user conflict, there should be a written notice provided to the contact person for the cancelled activity. This should be automatic. It would be nice, in fact, if we were at least asked if we are willing to cancel our class.

The Commons is a convenient location but it is not the only location. If this ever happens again, we will seriously consider switching to the Lions for our exercise class and the Commons can then look for "paying" renters to make up the \$6,240-\$9,360 that they will lose.

Thank you for your consideration.



RECEIVED

FEB 10 2016

CITY OF YACHATS

29 January 2016
293 W 3rd St
Yachats, OR

Yachats City Council, Yachats, OR 97498

Dear City Councilors,

I would like to let you know how much I appreciate having our Code Enforcement Officer, Don Niskanen, here in Yachats.

During the second and third weeks of January my neighbors and I realized that there was a car parked on Pontiac Street here in Yachats that had been there a long time. By the time we started talking to each other about it, it had been parked on the west side of Pontiac, just outside the Yachats Ladies' Club and across the street from the Little Log Church, for approximately 2 weeks. It was a late model Mazda SUV and had California license plates. Once parked there, it never moved. It might not have made a particular impression on anyone except for the fact that there was a live dog inside, so we worried about the dog's welfare.

Only occasionally would I see the apparent owner of the car arrive to care for the dog, and once I was able to speak with her. She was a well-dressed young woman who told me her name was Erin, the dog's name was Lizzie. She said that her car had a dead battery and that she was waiting for a friend of hers to meet her here to help her get the car going again. She said she didn't know anyone here, and that she was camping. She was difficult to speak with, since she kept turning away, walking away, and did not seem to want to talk with me. She didn't ask me for help, although if she had been more receptive I could have offered it. None of my neighbors ever found an opportunity to talk with her.

So her car stayed there a couple more weeks, during which time I saw her come and go a few times. Frankie's firemen at the fire station around the corner checked up on the dog, which seemed to be frisky and well-treated. We all worried about this mysterious and evasive young woman and her dog, but didn't want to intrude on her private life since she didn't seem to want our help.

I finally spoke about it with Don Niskanen. He said he would check into it, since there is a city ordinance that states a vehicle can't be parked on a public street in Yachats for longer than 72 hours.

He found the young woman in the car, and spoke with her about the ordinance, and told her it would have to be moved. He said she seemed stressed, and explained to him that it was out of gas and the battery was dead. He went home, got his jumper-cables and a can of gasoline, and worked with the car until he got it started. He then gave her a little money, directed her to the gas station in Waldport, and gave her directions to My Sister's Place Women's Shelter in Newport. She left, expressing her thanks to him.

Don was kind and helpful to this young woman while carrying out his duties as Code Enforcement Officer. He went out of his way to get her car started and told her about a safe destination once she was mobile again. This was perhaps a small problem, but Don handled it well, and my neighbors and I appreciate his intervention and the positive outcome he facilitated.

Sincerely,

Peggy Speer, 293 W 3rd St, Yachats 541.547.4431

CITY OF YACHATS
CITY COUNCIL WORK SESSION
Civic Meeting Room - Yachats Commons
January 11, 2016
Minutes

Mayor Ronald Brean called the work session of the City Council to order at 9:30 a.m. in the Civic Meeting Room at the Yachats Commons. Council members present: Greg Scott, Sandy Dunn, Barbara E. Frye and Max Glenn.

I. Report and Discussion: City's Website

Scott gave a report on the status of the website project and shared two documents that he had uploaded to the document library. (Attached)

Frye asked if the public had ever been asked what they want in a website.

Scott said that he has had conversations with individuals.

Scott said that a basic shell will be visible online Thursday after the initial version is published on Wednesday evening and the complete project should be done in three months.

Frye asked why the City doesn't just hire a firm to complete the project and get it done rather than pay someone to work on it in his spare time.

Scott and Brean each said that a site that would be everything the City wants would be much more expensive than the City could afford.

New Item: Review of Ordinance on Agenda for Thursday

Planning Commission Chair, Nan Scott was present to explain the Shoreland Protection Ordinance that has been forwarded from the Commission for the Council's Consideration.

Scott said that the Planning Commission had had one version ready to go but then they heard from the City Attorney that he did not advise that the City go forward with that version, so they pulled back and started working on another version.

Scott said that they had the City Planner check with DLCD and LUBA before adding the current wording as it is now being recommended to City Council. That wording adds setbacks to the non-fish bearing streams, which were based on what other coastal communities, have done, and on the Commission's determination of what is required to protect the natural resource and reduce risks to people and property.

Dunn asked Scott (Nan) if there were any objections to the current recommended amendment.

Scott said that there were objections – some say that the setbacks on Gender Creek are not large enough.

Dunn clarified that the setbacks on Gender Creek would only affect the undeveloped properties.

1 Councilor Scott (Greg) said that there are several undeveloped properties east of the Hwy along
2 Gender Creek.

3
4 **II. Report: Occupant Tax Increase Implantation**

5
6 Scott said that the tax system could only have one tax rate in effect at a time, so on February 1 the
7 system will have the new rate of 9%. Anyone that has not reported for the Oct-Dec tax period by
8 then will be charged the new 9% rate instead of the old rate. So, staff will have to deal with those
9 individual late reports as they happen.

10
11 **III. Discussion: Radar Road Encroachment on Private Property**

12
13 The property owner of 747 Radar Road brought it to the City's attention that a portion of Radar
14 Road and utilities are actually on private property at 900 Hanley Drive. City Planner, Larry Lewis
15 prepared a memo explaining the procedure the County uses to legalize a city road is such a
16 situation.

17
18 Brean said that he has received an email from the owners of the 900 Hanley Drive and they
19 indicated that they have no problem with that portion of Radar Road and the utilities being on their
20 property and do not see why the City should incur the expense of legalizing Radar Road. The
21 owners of 900 Hanley Drive question the reason why the owner of 747 Radar Road would even
22 request that the City remedy the situation.

23
24 Brean said that he believes that while this is not an urgent matter, it is something that the City
25 should correct and he will discuss the matter with the City Planner when he is in the office on
26 Tuesday.

27
28 **IV. Discussion: Goal Setting - Continued to the February Work Session**

29
30 **New Item: LED Lighting Grant for the Commons**

31
32 Leon Sterner said that he has been working with many different people on a grant application the
33 Friends of the Commons want to submit to replace all of the lighting in the Commons with LED
34 lighting and he would like City Council's blessing to move forward.

35
36 Scott said the Parks and Commons Commission has approved in concept.

37
38 There was consensus that Sterner should continue to move forward getting the necessary
39 information toward this grant submittal.

40
41 **V. Recruitment Services**

42
43 The Council discussed the proposal presented by Prothman for the recruitment of the City
44 Administrator position.

45
46 City Council discussed the proposed process and timeline.

47
48 **VI. Real Property Management - Continued to the February Work Session**

1 **VII. Set the Agenda for the January 14, 2016 City Council Meeting**

2
3 Glenn passed out a Volunteer Application from Lisa McGrath who indicated that she is willing to
4 serve on the Budget Committee, Finance Committee, Library Commission, and Planning
5 Commission.

6
7 She will be invited to attend the Thursday meeting for an interview for the Budget Committee and
8 Finance Committee.

9
10 There was consensus that for the Employee Handbook – impairment would be the selected choice
11 for the alcohol policy.

12
13 McClung said that he will be meeting with the engineers and the contractors on the Hwy 101
14 waterline project this week.

15
16 McClung said that the bids for the Crestview Slide will be opened tomorrow.

17
18 Adjourned at 11:30 a.m.

19
20
21
22
23 _____
24 Ronald Brean, Mayor

25 Attest:

26
27
28 _____
29 Nancy Batchelder, City Recorder

**CITY OF YACHATS
CITY COUNCIL MEETING
Civic Meeting Room, Yachats Commons
January 14, 2016
Regular Meeting 2:00 P.M.
MINUTES**

The regular meeting of the City Council was called to order by Mayor Ronald Brean at 2:00 p.m. in the Civic Meeting Room at the Yachats Commons. Council members present: Greg Scott, Sandy Dunn, Barbara E. Frye and Max Glenn.

I. Announcements and Correspondence – Letter: Meals on Wheels

II. Citizen's Concerns

Yvonne Wulff said that she wanted to thank Rick McClung, the Public Works Department and the local motels who helped following the slide.

Nathan Bernard said that he was just told that there would be an upgrade to the water line in front of his business and it seems that now would be a good time to upgrade the service to his business as well. The current service was meeting the needs of the previous business and his current needs, but with the brewery going online he would like a 2" meter installed. He only wants to fill vessels faster and he is not actually looking to increase capacity so he does not believe that he should be charged the additional System Development Charges that a developer would be charged and he is requesting a waiver of those additional fees.

Brean said that the City Council would like to think about this proposal.

Scott said that he would like to think about how this could impact future applications.

Brean asked that this be added to the February work session agenda.

III. Consent Agenda

- A. Minutes of December 7, 2015 Work Session and December 10, 2015 Regular Meeting.**
- B. Bills for Approval**
- C. Correction to Resolution No. 2015-12-01**
- D. Mardi Gras Parade Permit**

Motion to adopt the Consent Agenda, Aye – 5, No – 0.

IV. Reports

A. City Council

Scott said that a temporary employee was hired to populate the fields in the property database.

Frye said that she attended a meeting held by Samaritan regarding their annual needs survey.

Frye said that she is on the Lincoln County Community Health Clinic Advisory Council. They are trying to expand the hours of the Waldport High School Clinic for adults but that is going to work out so she suggested that they try opening one in Yachats. They have indicated interest in doing so.

1
2 Glenn said that he has spent quite a bit of time working on different possibilities for banking
3 opportunities, including interactive ATMs for the old bank building.
4

5 Glenn said that the City would not have to have a bank charter in order to rent out the safe deposit
6 boxes.
7

8 There should be two more alternative proposals for the Bank Use Task Force to consider at their
9 next meeting, including one from the Chamber of Commerce for an Events Center.
10

11 Brean said that he had a meeting with Dennis Comfort who is now the Regional Director for State
12 Parks and he is very willing to work on resolving the 804/Ocean View Drive problem.
13

14 Brean said that he is working with a group at the Angell Job Corps.
15

16 Brean said that the Annual Peace Hike took an alternative route due to the slide. Three trees fell in
17 the exact place where the group would have been gathered if the Hike had gone to the Amanda
18 Statue as normal - at the very time when they would have been standing there.
19

20 Brean said that he attended a meeting of the other coastal community mayors. It was discussed
21 that Mayors and Councils are the governments that are the closest to their citizen and usually the
22 first to work to solve the problems of their communities in ways that the State and Federal
23 governments cannot.
24

25 **B. Written Reports:**

26 Public Works Department, City Recorder and Code Enforcement Officer, attached in writing.
27

28 **V. Public Hearing - Ordinance No. 340 – Shoreland Protection**
29

30 Brean opened the public hearing and asked if there was any testimony. He referenced the written
31 testimony received. There was no additional testimony and the public testimony portion of the
32 public hearing was closed.
33

34 Dunn said that she was confused about why the amendment was necessary.
35

36 Brean said that in the last Comprehensive Review there was more focus on Shoreland Protection
37 and very specific setbacks were added.
38

39 Several years later when a property owner wished to build on a lot along Gender Creek some of
40 the property owners in the area believed the lot should not be developed in that way, and it
41 became apparent that there was some confusion about the language in the Code regarding the
42 setbacks and the way that creeks were designated.
43

44 So, for the past two years the Planning Commission has been working to provide specific setbacks
45 and protection for rivers, streams, and waterways and to bring the Code in line with the City's
46 Comprehensive Plan.
47

48 Scott said that there was an appeal filed by a group with the Land Use Board of Appeals and the
49 Planning Commission has been working to craft the amendment in such a way as to provide the
50 needed protection while addressing the concerns of those that filed the appeal.
51

1 Scott said that since she was present at the work session on Monday Planning Commission Chair,
2 Nan Scott has suggested that the words "on either side of the stream" should be added to two
3 places in Subsection D.2. and "around the wetland" as follows:

4
5 D. Protection Standards.

6 1. Ocean Protection Standards. Prior to development on ocean shoreland a site
7 specific geotechnical report shall be submitted to the City in accordance with Section 9.52.050.
8 Setbacks shall be a minimum twenty-five (25) feet from the top of the bank or greater if
9 recommended by an Oregon certified engineering geologist.

10 2. Riparian Corridor Protection Standards. The riparian corridor for fish bearing
11 streams shall be 50 feet [on either side of the stream](#). The riparian corridor for non-fish bearing
12 streams identified on the Designated Streams Map shall be 25 feet [on either side of the stream](#).
13 The riparian corridor for a significant wetland shall be 25 feet [around the wetland](#). See Section 3
14 below for additional Yachats River Protection Standards.

15
16 Brean said that while there may still be an appeal filed with LUBA, he believes that the City will be
17 in a stronger position with this amendment.

18
19 Motion to adopt Ordinance No. 340 – Shoreland Protection, with the amended wording proposed
20 by the Chair of the Planning Commission, at this meeting, Aye – 5, No – 0.

21
22 **VI. Business**

23 **New Item: Election of Council President**

24
25 Scott was unanimously elected as Council President.

26
27 **New Item: Joint Meeting with Lincoln County Commissioners**

28
29 City Council selected the March 9, 2016 at 6:00 p.m. for the Joint Meeting with the County
30 Commissioners. Agenda items will be discussed at the February Work Session.

31
32 **A. Recruitment Services**

33
34 Motion to hire Prothman as the Recruiting Service for the City Administrator and authorize the
35 Mayor to sign the agreement, Aye – 5, No – 0.

36
37 **B. Update – Sanitary Sewer Maintenance Policy**

38
39 Wastewater Treatment Operator, Dave Buckwald said that the Sanitary Sewer Maintenance Policy
40 and the Municipal Code are slightly different and this update will make the two consistent.

41
42 Motion to adopt the updated Sanitary Sewer Maintenance Policy, Aye – 5, No – 0.

43
44 **C. Update – Employee Handbook**

45
46 Motion to adopt the updated Employee Handbook, Aye – 5, No - 0

47
48 **D. Commission Membership**

49
50 Lisa McGrath was present to interview for the Budget Committee and asked about the Finance
51 Committee.

1 Brean explained the duties of the Finance Committee.

2
3 McGrath said that she has worked on governmental auditing for the past 18 years.

4
5 John Moore was present to interview for the Budget Committee.

6
7 Moore explained that he has many years experience in finance and non-profits and wishes to
8 become involved in the community.

9
10 Motion to reappoint Brad Webb to the Budget Committee, appoint Lisa McGrath to the Budget
11 Committee, appoint Lisa McGrath and John Moore to the Finance Committee, Aye – 5, No – 0.

12
13 **VII. Other Business**

14 **A. From the Council – None.**

15 **B. From the Staff – None.**

16
17 There being no further business before the City Council, the meeting was adjourned at 3:30 p.m.
18 PM.

19
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21
22
23 _____
24 Ronald L. Brean, Mayor

25 Attest:

26
27
28 _____
29 Nancy Batchelder, City Recorder

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CITY OF YACHATS
CITY COUNCIL SPECIAL MEETING
Room 8, Yachats Commons
February 3, 2016
Regular Meeting 2:00 P.M.
MINUTES

The regular meeting of the City Council was called to order by Mayor Ronald Brean at 3:00 p.m. in the Civic Meeting Room at the Yachats Commons. Council members present: Greg Scott, Sandy Dunn, Barbara E. Frye and Max Glenn. Also present: Steve Worthington and Tom Lauritzen. Audience: 1.

Steve Worthington from the Prothman team explained the roles of a City Administrator, and how such an employee will assist the City Council carry out their goals and policies.

Glenn asked what kind of educational background is usual for this position.

Worthington said that normally it would be a BA in public management, sometime a Masters Degree. The degree could be in Planning. Typically, the applicant will be a member of the International City Manager's Association. However, there may be applicants with degrees in other fields or people that have experience working in municipalities.

Frye said that the group discussed the fact that Yachats is small and may end up with someone who does not have much have experience in city management.

Scott explained that Yachats does not have a Police or Fire Department, does not have a building department and is very small, so the needs may not be the same as a larger city. The current employees know how to do their jobs on a daily basis and they do not need a lot of micro managing – they will only need a very light touch.

Lauritzen said that it would be important to pay attention to the work that the Organizational Study Group has done because the City Council is not looking to find someone to replicate the skill sets that the current employees already have.

It was mentioned that perhaps someone from the private sector would also be a good candidate if he or she were the right fit for the community.

Lauritzen said that he would like to see someone who is comfortable in articulating the financial reports to City Council at the meetings each month.

Scott said that he wants someone who has initiative and does not wait to be told what is important and what should be done.

Frye said that it is important for this person to work with the various commissions and committees to help them develop their ideas and follow through so that they feel valued.

Dunn said that since this is a new position this person will be actually be helping to create the position and it will be different than filling a position that has existed before.

1 Worthington described the process for recruitment and said that it looks like the interviews will take
2 place in the middle of May.

3
4 Discussion continued about the screening process that Prothman uses, the interview process the
5 City Council may want to use, the methods that Prothman will use to contact possible candidates,
6 the recruitment documents that will be used, and the salary, benefits and possible relocation
7 reimbursement.

8
9 Glenn asked Worthington if he was replacing Ross Schultz as Project Lead, who had been listed in
10 the Proposal. Worthington said that he was.

11
12 There was discussion about what the "range" of the salary means and there was consensus that it
13 means the range of the negotiated starting wage.

14
15 Motion to direct Prothman to advertise the position with a starting wage between \$65,000 and
16 \$80,000, with the standard benefits package to include PERS, health and dental insurance,
17 vacation and sick leave, Aye – 5, No – 0.

18
19 There being no further business before the City Council, the meeting was adjourned at 4:39 PM.
20
21
22

23
24 _____
25 Ronald L. Brean, Mayor

26 Attest:
27
28
29

30 _____
Nancy Batchelder, City Recorder

Bills for Approval

January 2016

A/P Checks 01-04-16	\$	35,166.35
A/P Checks 01-15-16		\$58,874.11
A/P Checks 01-31-16		\$67,919.80
Manual Checks		\$3,005.95

Total checks for Period**\$164,966.21**

Mayor

Councilor

Councilor

Councilor

Councilor

Accounts Payable Check Register Report - Bank of the West-196002034*For The Fiscal Periods Range From 2016-7 To 2016-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3147	H	1/6/2016	990	LAURALEE SVENDSGAARD	\$3,005.95	O
20773	C	1/4/2016	221	ANALYTICAL LABORATORY & CONSULTANTS INC	\$45.00	O
20774	C	1/4/2016	856	AUTOMATION GROUP INC, THE	\$5,557.73	O
20775	C	1/4/2016	1160	BIOCYCLE	\$120.00	O
20776	C	1/4/2016	1033	C & K MARKET INC	\$44.71	O
20777	C	1/4/2016	1280	CANDEN DEVELOPMENT LLC	\$14,460.00	O
20778	C	1/4/2016	1192	C-MORE PIPE SERVICES	\$2,800.50	O
20779	C	1/4/2016	199	HACH COMPANY	\$1,195.00	O
20780	C	1/4/2016	1183	INDUSTRIAL CREDIT SERVICES	\$13.91	O
20781	C	1/4/2016	1148	JACK C ERIKSEN	\$224.00	O
20782	C	1/4/2016	1036	JD COMPUTER AND CELLULAR	\$850.00	O
20783	C	1/4/2016	1279	JEFFERY SHIRLEY DESIGNS	\$30.00	O
20784	C	1/4/2016	416	LARRY B LEWIS	\$4,015.23	O
20785	C	1/4/2016	1007	DONALD W NISKANEN	\$3,321.78	O
20786	C	1/4/2016	38	OREGON AFSCME COUNCIL 75	\$385.16	O
20787	C	1/4/2016	1278	OREGON DEPARTMENT OF FISH AND WILDLIFE	\$698.29	O
20788	C	1/4/2016	1009	OREGON EMPLOYMENT DEPARTMENT	\$333.77	O
20789	C	1/4/2016	127	OREGON LINEN INC	\$48.50	O
20790	C	1/4/2016	1197	SHELL	\$356.48	O
20791	C	1/4/2016	657	ELISA M SPRINGSTEEN	\$250.00	O
20792	C	1/4/2016	852	STAPLES ADVANTAGE	\$318.89	O
20793	C	1/4/2016	109	TCB ANSWERING SERVICE INC	\$97.40	O
20794	C	1/15/2016	1002	AFLAC	\$266.16	O
20795	C	1/15/2016	40	ALSEA BAY POWER PRODUCTS	\$155.98	O
20796	C	1/15/2016	221	ANALYTICAL LABORATORY & CONSULTANTS INC	\$975.00	O
20797	C	1/15/2016	1272	AT&T MOBILITY	\$180.81	O
20798	C	1/15/2016	43	BAKER & TAYLOR	\$345.74	O
20799	C	1/15/2016	842	BANKCARD CENTER-NB	\$331.00	O
20800	C	1/15/2016	962	BANKCARD CENTER-RB	\$50.93	O
20801	C	1/15/2016	45	BARRELHEAD SUPPLY INC	\$72.20	O
20802	C	1/15/2016	47	CENTRAL LINCOLN PUD	\$9,212.52	O
20803	C	1/15/2016	249	CITY OF WALDPORT	\$445.00	O
20804	C	1/15/2016	1255	CIVIL WEST ENGINEERING SERVICES, INC.	\$13,043.05	O
20805	C	1/15/2016	929	MARK W CLEMENTS	\$1,332.50	O
20806	C	1/15/2016	150	COPELAND LUMBER YARDS	\$161.24	O

Accounts Payable Check Register Report - Bank of the West-196002034*For The Fiscal Periods Range From 2016-7 To 2016-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
20807	C	1/15/2016	140	DAHL DISPOSAL	\$300.00	O
20808	C	1/15/2016	1128	FERGUSON ENTERPRISES	\$9,895.67	O
20809	C	1/15/2016	1281	HELEN H. ANDERSON PHD	\$187.50	O
20810	C	1/15/2016	986	K & K TOILET EXPRESS	\$160.00	O
20811	C	1/15/2016	1182	MATTHEW ARCK	\$910.00	O
20812	C	1/15/2016	132	NEWPORT DIESEL & MARINE CO INC	\$1,755.05	O
20813	C	1/15/2016	137	NEWPORT NEWS TIMES	\$24.23	O
20814	C	1/15/2016	12	ONE CALL CONCEPTS INC	\$13.20	O
20815	C	1/15/2016	113	OAMR	\$150.00	O
20816	C	1/15/2016	289	OREGON COAST MAGAZINE	\$454.00	O
20817	C	1/15/2016	1009	OREGON EMPLOYMENT DEPARTMENT	\$409.83	O
20818	C	1/15/2016	127	OREGON LINEN INC	\$139.97	O
20819	C	1/15/2016	107	PIONEER TELEPHONE	\$1,573.37	O
20820	C	1/15/2016	1199	QUALITY CODE PUBLISHING, LLC	\$226.90	O
20821	C	1/15/2016	1201	REECE & ASSOCIATES, INC.	\$12,300.00	O
20822	C	1/15/2016	88	SAFE SECURITY	\$35.03	O
20823	C	1/15/2016	822	GREG SCOTT	\$1,997.00	O
20824	C	1/15/2016	1061	SPEER HOYT LLC	\$72.40	O
20825	C	1/15/2016	852	STAPLES ADVANTAGE	\$31.92	O
20826	C	1/15/2016	151	USTI	\$306.82	O
20827	C	1/15/2016	177	VALLEY FIRE CONTROL INC	\$470.00	O
20828	C	1/15/2016	33	WALDPORT ACE HARDWARE	\$37.91	O
20829	C	1/15/2016	266	WALDPORT READY MIX	\$252.05	O
20830	C	1/15/2016	337	XEROX CORPORATION	\$599.13	O
20831	C	1/29/2016	856	AUTOMATION GROUP INC, THE	\$36,825.38	O
20832	C	1/29/2016	91	COAST RANGE EQUIPMENT AND REPAIR	\$1,760.00	O
20833	C	1/29/2016	942	COASTAL PAPER & SUPPLY INC	\$135.67	O
20834	C	1/29/2016	94	DOUGS ELECTRIC	\$832.50	O
20835	C	1/29/2016	183	IIMC	\$345.00	O
20836	C	1/29/2016	1036	JD COMPUTER AND CELLULAR	\$825.00	O
20837	C	1/29/2016	1279	JEFFERY SHIRLEY DESIGNS	\$180.00	O
20838	C	1/29/2016	1285	JUST GOOD COOKIN' LLC	\$47.25	O
20839	C	1/29/2016	99	LEAGUE OF OREGON CITIES	\$600.00	O
20840	C	1/29/2016	416	LARRY B LEWIS	\$4,177.73	O
20841	C	1/29/2016	499	MCI	\$63.39	O

Accounts Payable Check Register Report - Bank of the West-196002034*For The Fiscal Periods Range From 2016-7 To 2016-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
20842	C	1/29/2016	1282	MUNIBILLING	\$7,975.00	O
20843	C	1/29/2016	766	NEOPOST	\$100.00	O
20844	C	1/29/2016	137	NEWPORT NEWS TIMES	\$86.50	O
20845	C	1/29/2016	1007	DONALD W NISKANEN	\$3,321.78	O
20846	C	1/29/2016	272	OAWU	\$405.00	O
20847	C	1/29/2016	1269	OREGON DRINKING WATER SERVICES	\$600.00	O
20848	C	1/29/2016	1009	OREGON EMPLOYMENT DEPARTMENT	\$483.98	O
20849	C	1/29/2016	1284	OREGON GOVERNMENT FINANCE OFFICERS ASSOCIATIO N	\$102.50	O
20850	C	1/29/2016	127	OREGON LINEN INC	\$75.41	O
20851	C	1/29/2016	135	PROBUILD COMPANY LLC	\$25.64	O
20852	C	1/29/2016	822	GREG SCOTT	\$5,094.99	O
20853	C	1/29/2016	310	STAPLES CREDIT PLAN	\$109.35	O
20854	C	1/29/2016	540	LEON C STERNER	\$1,132.00	O
20855	C	1/29/2016	68	YACHATS MERCANTILE	\$199.06	O
20856	C	1/29/2016	175	YACHATS YOUTH & FAMILY ACTIVITIES PROGRAM	\$2,416.67	O
Cleared					\$0.00	
Outstanding					\$164,966.21	
Void					\$0.00	

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21841	856	AUTOMATION GROUP INC,	1	15244	Yes	2016	7		12/28/15	1/27/16		\$280.00	
	Desc:	Terminate Chem. Pump WTP											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5344 Plant & System Maintenance						280.00	0.00		0		
	Desc:	Terminate Chem. Pump WTP											
21842	856	AUTOMATION GROUP INC,	1	15214	Yes	2016	7		12/17/15	1/16/16		\$5,277.73	
	Desc:	SCADA											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	15-01-7920 Water System Improvements						5,277.73	0.00		0		
	Desc:	WTP SCADA											
21843	221	ANALYTICAL LABORATOR	1	74267	Yes	2016	7		12/21/15	1/20/16		\$45.00	
	Desc:	Water lab testing											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations						45.00	0.00		0		
	Desc:	Water lab testing											
21844	1160	BIOCYCLE	1	2016/2017SUB	Yes	2016	7		1/3/16	2/2/16		\$120.00	
	Desc:	2 yr Sub.2016/2017											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						120.00	0.00		0		
	Desc:	2 yr Sub.2016/2017											
21845	1192	C-MORE PIPE SERVICES	1	15-1435MH	Yes	2016	7		10/30/15	1/15/16		\$2,800.50	
	Desc:	Manhole Rehab- I & I repair											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	15-01-7921 Sewer System Improvements						2,800.50	0.00		0		
	Desc:	I & I Manhold rehab											
21847	1033	C & K MARKET INC	1	1603237	Yes	2016	7		12/30/15	1/29/16		\$5.49	
	Desc:	WWTP lab supplies											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						5.49	0.00		0		
	Desc:	WWTP lab supplies											
21848	1033	C & K MARKET INC	1	1603236	Yes	2016	7		12/29/15	1/28/16		\$39.22	
	Desc:	Utility billing Ref.											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations						19.61	0.00		0		
	Desc:	Utility billing Volunt. Ref.											
	2	70-01-5341 Plant & System Operations						19.61	0.00		0		
	Desc:	Utility billing Volunt. Ref.											
21849	657	ELISA M SPRINGSTEEN	1	DEC2015	Yes	2016	7		1/3/16	2/2/16		\$250.00	
	Desc:	Custodial											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						125.00	0.00		0		
	Desc:	Custodial											
	2	60-01-5341 Plant & System Operations						125.00	0.00		0		
	Desc:	Custodial											
21850	199	HACH COMPANY	1	9720777	Yes	2016	7		12/19/15	1/18/16		\$1,195.00	
	Desc:	WTP lab equip. replacement											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5344 Plant & System Maintenance						1,195.00	0.00		0		
	Desc:	WTP lab equip. replacement											
21852	1148	JACK C ERIKSEN	1	1957	Yes	2016	7		12/15/15	1/14/16		\$224.00	
	Desc:	Yard Maint/ reimb. Bark											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	23-01-5421 Parks & Grounds Maintenanc						224.00	0.00		0		
	Desc:	Yard Maint. / reimb. Bark											

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount
21853	1183	INDUSTRIAL CREDIT SERV	1	12/31/15	Yes	2016	7		12/31/15	1/30/16		\$13.91
	Desc:	Garnish										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				13.91		0.00	0		
	Desc:	Garnish										
21854	127	OREGON LINEN INC	1	402834	Yes	2016	7		12/31/15	1/30/16		\$48.50
	Desc:	Supplies										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	24-01-5335	Custodial Support & Supplies				48.50		0.00	0		
	Desc:	Supplies										
21855	38	OREGON AFSCME COUNCI	1	DEC2015	Yes	2016	7		12/31/15	1/30/16		\$385.16
	Desc:	Union Dues										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				385.16		0.00	0		
	Desc:	Union Dues										
21856	1009	OREGON EMPLOYMENT D	1	DEC312015	Yes	2016	7		12/31/15	1/30/16		\$333.77
	Desc:	Garnish										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				333.77		0.00	0		
	Desc:	Garnish										
21857	852	STAPLES ADVANTAGE	1	8037307815	Yes	2016	7		1/3/16	2/2/16		\$318.89
	Desc:	Supplies										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	60-01-5341	Plant & System Operations				150.05		0.00	0		
	Desc:	Ink/paper/shredder										
	2	70-01-5341	Plant & System Operations				88.84		0.00	0		
	Desc:	paper										
	3	10-01-5240	Office Materials, Supplies &				80.00		0.00	0		
	Desc:	Shredder										
21858	109	TCB ANSWERING SERVIC	1	10689	Yes	2016	7		12/28/15	1/27/16		\$97.40
	Desc:	Security Svc. Answering										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	60-01-5341	Plant & System Operations				48.70		0.00	0		
	Desc:	Security Svc. Answering										
	2	70-01-5341	Plant & System Operations				48.70		0.00	0		
	Desc:	Security Svc. Answering										
21859	1278	OREGON DEPARTMENT O	1	arm04228	Yes	2016	7		12/9/15	1/8/16		\$698.29
	Desc:	Emergency Yachats River Intake										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	15-01-7920	Water System Improvements				698.29		0.00	0		
	Desc:	Emergency Yachats River Intake										
21860	1279	JEFFERY SHIRLEY DESIG	1	Peace2016	Yes	2016	7		12/31/15	1/30/16		\$30.00
	Desc:	2016 Peace hike button graphics										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	12-01-5224	Trails				30.00		0.00	0		
	Desc:	2016 Peace hike button graphics										
21862	1280	CANDEN DEVELOPMENT L	1	607	Yes	2016	7		12/27/15	1/26/16		\$14,460.00
	Desc:	Womens restroom remodel										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category
	1	15-01-7902	Parks & Commons Reserve				14,460.00		0.00	0		
	Desc:	Commons womens restroom remodel										
21863	1036	JD COMPUTER AND CELL	1	11580	Yes	2016	7		1/3/16	2/2/16		\$850.00
	Desc:	Computer maint.										
	Line	Account Number				AP Amount			Liq Amount	Project	Task	Category

for user AsvstAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount		
	1	22-01-5470	Equipment Repair & Maintain				200.00		0.00		0			
	Desc:	Maint. Update software											1099	
	2	10-01-5470	Equipment Repair & Mainten				216.67		0.00		0			
	Desc:	Computer maint/ repair/ update/ fix Asyst											1099	
	3	60-01-5341	Plant & System Operations				216.67		0.00		0			
	Desc:	Computer maint/ repair/ update/ fix Asyst											1099	
	4	70-01-5341	Plant & System Operations				216.66		0.00		0			
	Desc:	Computer maint/ repair/ update/ fix Asyst											1099	
21864	416	LARRY B LEWIS	1	12-15Y	Yes	2016	7		12/31/15	1/30/16		\$4,015.23		
	Desc:	City Planner												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	10-01-5264	City Planner				2,253.33		0.00		0			
	Desc:	City Planner											1099	
	2	10-01-5264	City Planner				1,761.90		0.00		0			
	Desc:	City Planner /reimbursable expenses											1099	
21865	1007	DONALD W NISKANEN	1	DEC2015	Yes	2016	7		12/31/15	1/30/16		\$3,321.78		
	Desc:	Code Enforcement												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	10-01-5212	Code Enforcement				3,321.78		0.00		0			
	Desc:	Code Enforcement											1099	
	21866	1197	SHELL	1	79315123512	Yes	2016	7		1/4/16	2/3/16		\$356.48	
	Desc:	Shell Fleet Plus Card												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	21-01-5312	Equipment Operation				118.81		0.00		0			
	Desc:	Fuel												
	2	60-01-5312	Equipment Operation				118.81		0.00		0			
	Desc:	Fuel												
	3	70-01-5312	Equipment Operation				118.86		0.00		0			
	Desc:	Fuel												
21867	822	GREG SCOTT	1	121915	Yes	2016	7		1/4/16	2/3/16		\$99.00		
	Desc:	Reimb. ASP.net hosting												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	10-01-5490	Other Materials & Services				99.00		0.00		0			
	Desc:	Reimb. ASP. Net												
21868	986	K & K TOILET EXPRESS	1	16442	Yes	2016	7		1/4/16	2/3/16		\$160.00		
	Desc:	ADA Porta Potty												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	15-01-7902	Parks & Commons Reserve				160.00		0.00		0			
	Desc:	ADA Porta potty-Bathroom remodel												
21869	43	BAKER & TAYLOR	1	4011450240	Yes	2016	7		12/16/15	1/15/16		\$220.62		
	Desc:	Books												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	22-01-7202	Books				220.62		0.00		0			
	Desc:	Books												
21870	43	BAKER & TAYLOR	1	0002760605	Yes	2016	7		12/28/15	1/27/16		\$13.46		
	Desc:	Book credit												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	22-01-7202	Books				-13.46		0.00		0			
	Desc:	Book credit												
21871	45	BARRELHEAD SUPPLY INC	1	204303	Yes	2016	7		12/19/15	1/18/16		\$72.20		
	Desc:	Greenhill landslide parts												
	Line	Account Number					AP Amount			Liq Amount		Project	Task	Category
	1	30-01-5341	Plant & System Operations				72.20		0.00		0			
	Desc:	Greenhill landslide parts												

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21872	962	BANKCARD CENTER-RB	1	JAN2016	Yes	2016	7		1/4/16	2/3/16		\$50.93	
	Desc:	Safety supplies											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				25.47		0.00		0		
	Desc:	Safety supplies											
	2	70-01-5341	Plant & System Operations				25.46		0.00		0		
	Desc:	Safety supplies											
21873	127	OREGON LINEN INC	1	404233	Yes	2016	7		1/7/16	2/6/16		\$129.55	
	Desc:	Matts											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				64.78		0.00		0		
	Desc:	Matts											
	2	70-01-5341	Plant & System Operations				64.77		0.00		0		
	Desc:	Matts											
21874	127	OREGON LINEN INC	1	404234	Yes	2016	7		1/7/16	2/6/16		\$26.95	
	Desc:	Matts											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5440	Other Office Expense				26.95		0.00		0		
	Desc:	Matts											
21875	1009	OREGON EMPLOYMENT D	1	011516	Yes	2016	7		1/15/16	2/14/16		\$409.83	
	Desc:	Garnish											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				409.83		0.00		0		
	Desc:	Garnish											
21876	12	ONE CALL CONCEPTS INC	1	5120514	Yes	2016	7		12/31/15	1/30/16		\$3.96	
	Desc:	OR Util. Notification											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				1.98		0.00		0		
	Desc:	OR Utility Notification											
	2	70-01-5341	Plant & System Operations				1.98		0.00		0		
	Desc:	OR Utility Notification											
21877	1199	QUALITY CODE PUBLISHIN	1	2015-469	Yes	2016	7		1/5/16	2/4/16		\$226.90	
	Desc:	Supplement -Code											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5490	Other Materials & Services				226.90		0.00		0		
	Desc:	Supplement -Code											
21878	1201	REECE & ASSOCIATES, IN	1	5690	Yes	2016	7		12/31/15	1/30/16		\$7,000.00	
	Desc:	COY1501 PW design											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	15-01-7920	Water System Improvements				7,000.00		0.00		0		
	Desc:	HWY 101/ Reeves Cir-Surfside											
21879	1201	REECE & ASSOCIATES, IN	1	5689	Yes	2016	7		12/31/15	1/30/16		\$5,300.00	
	Desc:	COY1301											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	20-01-7223	Hwy 101 Improvement Projec				5,300.00		0.00		0		
	Desc:	COY1301-HWY 101											
21880	88	SAFE SECURITY	1	15120705	Yes	2016	7		12/23/15	1/22/16		\$35.03	
	Desc:	Monitoring system											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				17.52		0.00		0		
	Desc:	System monitoring											
	2	70-01-5341	Plant & System Operations				17.51		0.00		0		
	Desc:	System monitoring											

for user AsvstAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21881	40	ALSEA BAY POWER PROD	1	202848	Yes	2016	7		1/4/16	2/3/16		\$155.98	
	Desc:	Clothing allowance											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5341	Plant & System Operations				77.99	0.00		0			
	Desc:	R. Roberts-Clothing allowance											
	2	70-01-5341	Plant & System Operations				77.99	0.00		0			
	Desc:	R. Roberts-Clothing allowance											
21882	1255	CIVIL WEST ENGINEERING	1	3401-002.07	Yes	2016	7		12/28/15	1/27/16		\$13,043.05	
	Desc:	South Tank and Pump Station											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	15-01-7920	Water System Improvements				13,043.05	0.00		0			
	Desc:	South Tank & Pump station											
21883	107	PIONEER TELEPHONE	1	JAN2016	Yes	2016	7		1/4/16	2/3/16		\$1,573.37	
	Desc:	Mo. Landline Services											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	10-01-5251	Office Phone, Cell or DSL				148.95	0.00		0			
	Desc:	Mo. Landline Services											
	2	22-01-5251	Office Phone, Cell or DSL				104.92	0.00		0			
	Desc:	Mo. Landline Services											
	3	23-01-5251	Office Phone, Cell or DSL				55.32	0.00		0			
	Desc:	Mo. Landline Services											
	4	24-01-5251	Office Phone, Cell or DSL				164.64	0.00		0			
	Desc:	Mo. Landline Services											
	5	60-01-5251	Office Phone, Cell or DSL				663.72	0.00		0			
	Desc:	Mo. Landline Services											
	6	70-01-5251	Office Phone, Cell or DSL				435.82	0.00		0			
	Desc:	Mo. Landline Services											
21884	47	CENTRAL LINCOLN PUD	1	JAN2016	Yes	2016	7		1/11/16	1/30/16		\$9,212.52	
	Desc:	Electricity											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	10-01-5252	Office Utilities				473.40	0.00		0			
	Desc:	Electricity											
	2	10-01-5411	Street Lighting				979.97	0.00		0			
	Desc:	Electricity											
	3	22-01-5252	Office Utilities				226.60	0.00		0			
	Desc:	Electricity											
	4	23-01-5252	Office Utilities				236.80	0.00		0			
	Desc:	Electricity											
	5	24-01-5252	Office Utilities				762.93	0.00		0			
	Desc:	Electricity											
	6	60-01-5342	Plant Utilities				2,621.29	0.00		0			
	Desc:	Electricity											
	7	70-01-5342	Plant Utilities				3,668.06	0.00		0			
	Desc:	Electricity											
	8	10-01-5209	Emergency Prep. & Public S				243.47	0.00		0			
	Desc:	Electricity											
	9	10-01-5209	Emergency Prep. & Public S				0.00	0.00		0			
Desc:													
21885	1002	AFLAC	1	256435	Yes	2016	7		1/3/16	2/2/16		\$266.16	
	Desc:	Accident Ins Premiums											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	10-00-2120	Payroll Withholding Payable				83.34	0.00		0			
	Desc:	N. Batchelder PU685827											

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	2	10-00-2120		Payroll Withholding Payable		59.94		0.00	0		
	Desc:	R. Roberts PU685828									
	3	10-00-2120		Payroll Withholding Payable		72.56		0.00	0		
	Desc:	K. Jackson									
	4	10-00-2120		Payroll Withholding Payable		50.32		0.00	0		
	Desc:	J. Mabe									
21887	1272	AT&T MOBILITY	1	JAN2016	Yes	2016	7	12/25/15	1/24/16		\$180.81
	Desc:	Cell phone									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	60-01-5251		Office Phone, Cell or DSL		79.19		0.00	0		
	Desc:	Cell phone									
	2	70-01-5251		Office Phone, Cell or DSL		67.06		0.00	0		
	Desc:	Cell phone									
	3	24-01-5251		Office Phone, Cell or DSL		34.56		0.00	0		
	Desc:	Cell phone									
21888	842	BANKCARD CENTER-NB	1	JAN2016	Yes	2016	7	1/4/16	2/3/16		\$331.00
	Desc:	Misc.									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	10-01-5130		Payroll Benefits		34.88		0.00	0		
	Desc:	Gift Card									
	2	21-01-5130		Payroll Benefits		75.00		0.00	0		
	Desc:	Gift Card									
	3	60-01-5130		Payroll Benefits		43.80		0.00	0		
	Desc:	Gift Card									
	4	70-01-5130		Payroll Benefits		43.80		0.00	0		
	Desc:	Gift Card									
	5	24-01-5130		Payroll Benefits		2.50		0.00	0		
	Desc:	Gift Card									
	6	10-01-5240		Office Materials, Supplies &		2.00		0.00	0		
	Desc:	Air spray									
	7	12-01-5220		Marketing & Website		29.00		0.00	0		
	Desc:	Woobox									
	8	60-01-5341		Plant & System Operations		28.55		0.00	0		
	Desc:	Supplies									
	9	70-01-5341		Plant & System Operations		28.54		0.00	0		
	Desc:	Supplies									
	10	10-01-5240		Office Materials, Supplies &		17.99		0.00	0		
	Desc:	Supplies									
	11	22-01-7202		Books		24.94		0.00	0		
	Desc:	Books									
21890	249	CITY OF WALDPORT	1	OCVA	Yes	2016	7	1/11/16	1/30/16		\$445.00
	Desc:	OCVA print-HikeBikePaddle ad									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	12-01-5220		Marketing & Website		445.00		0.00	0		
	Desc:	HikeBikePaddle Ad w/Waldport									
21891	1281	HELEN H. ANDERSON PHD	1	010316	Yes	2016	7	1/4/16	2/3/16		\$187.50
	Desc:	Database Development									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	
	1	15-01-5641		City Hall Reserve		187.50		0.00	0		
	Desc:	Database development									
21892	132	NEWPORT DIESEL & MARI	1	25858	Yes	2016	7	12/17/15	1/16/16		\$1,755.05
	Desc:	Repair 5 yd. SVC truck									
	Line	Account Number		AP Amount		Liq Amount		Project	Task	Category	

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	1	15-01-7921		Sewer System Improvements		1,755.05		0.00	0		
	Desc:	Repair 5 yd. SVC truck									
	2	70-01-5341		Plant & System Operations		0.00		0.00	0		
	Desc:										
	3	60-01-5341		Plant & System Operations		0.00		0.00	0		
	Desc:										
	4	21-01-5313		Equipment Repair		0.00		0.00	0		
	Desc:										
21893	337	XEROX CORPORATION	1	082870009	Yes	2016 7		1/11/16	2/10/16		\$599.13
	Desc:	Copier Lease/Billable Copies									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	10-01-5311		Equipment Lease		155.31	0.00	0			
	Desc:	1/3 lease									
	2	60-01-5341		Plant & System Operations		212.58	0.00	0			
	Desc:	1/3 lease - 1/2 reg copies-1/3 color copies									
	3	70-01-5341		Plant & System Operations		212.58	0.00	0			
	Desc:	1/3 lease - 1/2 reg copies-1/3 color copies									
	4	10-01-5440		Other Office Expense		18.66	0.00	0			
	Desc:	Color copies									
21894	852	STAPLES ADVANTAGE	1	8037367728	Yes	2016 7		1/25/16	2/24/16		\$31.92
	Desc:	NSL paper									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	60-01-5341		Plant & System Operations		15.96	0.00	0			
	Desc:	NSL paper									
	2	70-01-5341		Plant & System Operations		15.96	0.00	0			
	Desc:	NSL paper									
21895	221	ANALYTICAL LABORATOR	1	74665	Yes	2016 7		1/6/16	2/5/16		\$530.00
	Desc:	WTP lab testing									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	60-01-5341		Plant & System Operations		530.00	0.00	0			
	Desc:	WTP lab testing									
21896	43	BAKER & TAYLOR	1	4011465604	Yes	2016 7		12/30/15	1/29/16		\$138.58
	Desc:	Books									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	22-01-7202		Books		138.58	0.00	0			
	Desc:	Books									
21897	140	DAHL DISPOSAL	1	02667516	Yes	2016 7		12/31/15	1/30/16		\$300.00
	Desc:	Brush box									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	80-01-5310		Yard Debris Dumpster		300.00	0.00	0			
	Desc:	Brush Box									
21898	1128	FERGUSON ENTERPRISES	1	0497787	Yes	2016 7		12/28/15	1/27/16		\$3,639.17
	Desc:	Greenhill slide parts									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	30-01-5341		Plant & System Operations		3,639.17	0.00	0			
	Desc:	Greenhill slide parts									
21899	1128	FERGUSON ENTERPRISES	1	0497801	Yes	2016 7		12/29/15	1/28/16		\$1,857.53
	Desc:	Greenhill slide parts									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	30-01-5341		Plant & System Operations		1,857.53	0.00	0			
	Desc:	Greenhill slide parts									
21900	1128	FERGUSON ENTERPRISES	1	0497843	Yes	2016 7		12/29/15	1/28/16		\$511.57
	Desc:	Greenhill slide parts									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount		
	1	30-01-5341 Plant & System Operations			511.57			0.00		0			
	Desc:	Greenhill slide parts											
21901	1128	FERGUSON ENTERPRISES	1	0497763	Yes	2016	7		12/28/15	1/27/16	\$88.00		
	Desc:	Clothing allowance D.Buckwald											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations			44.00			0.00		0			
	Desc:	Clothing allowance D.Buckwald											
	2	70-01-5341 Plant & System Operations			44.00			0.00		0			
	Desc:	Clothing allowance D.Buckwald											
21902	1128	FERGUSON ENTERPRISES	1	0497765	Yes	2016	7		12/28/15	1/27/16	\$46.35		
	Desc:	Hydraplug-I&I repair											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations			46.35			0.00		0			
	Desc:	Hydraplug-I&I repair											
21903	929	MARK W CLEMENTS	1	MC1049	Yes	2016	7		1/11/16	2/10/16	\$1,332.50		
	Desc:	City CMS											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	15-01-5641 City Hall Reserve			1,332.50			0.00		0			
	Desc:	City CMS										1099	
21904	127	OREGON LINEN INC	1	385544	Yes	2016	7		10/8/15	11/7/15	\$16.53		
	Desc:	Credit memo- Return soap											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	24-01-5335 Custodial Support & Supplies			-16.53			0.00		0			
	Desc:	CR. Memo returned soap											
21905	113	OAMR	1	00266	Yes	2016	7		1/12/16	2/11/16	\$150.00		
	Desc:	Registration OMAR MidYr N.Batchelder											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	10-01-5255 Education and Training			150.00			0.00		0			
	Desc:	Registration OMAR MidYr N.Batchelder											
	2	60-01-5255 Education & Training			0.00			0.00		0			
	Desc:												
	3	10-01-5255 Education and Training			0.00			0.00		0			
	Desc:												
21907	151	USTI	1	86523	Yes	2016	7		1/8/16	2/7/16	\$265.00		
	Desc:	AP checks											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations			132.50			0.00		0			
	Desc:	AP checks											
	2	70-01-5341 Plant & System Operations			132.50			0.00		0			
	Desc:	AP checks											
21908	151	USTI	1	86328	Yes	2016	7		12/31/15	1/30/16	\$41.82		
	Desc:	ePayments											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations			20.91			0.00		0			
	Desc:	ePayments											
	2	70-01-5341 Plant & System Operations			20.91			0.00		0			
	Desc:	ePayments											
21909	177	VALLEY FIRE CONTROL IN	1	60056	Yes	2016	7		1/6/16	2/5/16	\$470.00		
	Desc:	SemiAnnual inspection											
	Line	Account Number				AP Amount			Liq Amount		Project	Task	Category
	1	23-01-5330 Maintenance-Building or Lan			18.50			0.00		0			
	Desc:	SemiAnnual inspection											
	2	22-01-5330 Maintenance-Building or Lan			38.00			0.00		0			
	Desc:	SemiAnnual inspection											

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	3	24-01-5330		Maintenance-Building or Lan		137.83		0.00	0		
	Desc:	SemiAnnual inspection									
	4	60-01-5330		Maintenance-Building or Lan		137.83		0.00	0		
	Desc:	SemiAnnual inspection									
	5	70-01-5330		Maintenance-Building or Lan		137.84		0.00	0		
	Desc:	SemiAnnual inspection									
21910	33	WALDPORT ACE HARDWA	1	010029287	Yes	2016	7	1/12/16	2/11/16		\$16.76
	Desc:	Replacement hardware									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	70-01-5344		Plant & System Maintenance		16.76		0.00	0		
	Desc:	Replacement hardware									
21911	266	WALDPORT READY MIX	1	40930	Yes	2016	7	10/7/15	1/30/16		\$252.05
	Desc:	Looping project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920		Water System Improvements		252.05		0.00	0		
	Desc:	Looping project									
21912	1061	SPEER HOYT LLC	1	33738	Yes	2016	7	1/1/16	1/31/16		\$72.40
	Desc:	General									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	10-01-5263		City Attorney		72.40		0.00	0		
	Desc:	General									
21913	289	OREGON COAST MAGAZIN	1	222069	Yes	2016	7	1/12/16	2/11/16		\$454.00
	Desc:	Ad Jan/Feb issue									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	12-01-5220		Marketing & Website		454.00		0.00	0		
	Desc:	AD Jan/Feb issue									
21914	33	WALDPORT ACE HARDWA	1	010029249	Yes	2016	7	12/29/15	1/28/16		\$9.78
	Desc:	Water system parts-Looping project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920		Water System Improvements		9.78		0.00	0		
	Desc:	Looping project - water parts									
21915	33	WALDPORT ACE HARDWA	1	010029225	Yes	2016	7	12/22/15	1/21/16		\$11.37
	Desc:	Looping project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920		Water System Improvements		11.37		0.00	0		
	Desc:	Looping project									
21917	1128	FERGUSON ENTERPRISES	1	0494769	Yes	2016	7	12/2/15	1/1/16		\$1,908.05
	Desc:	Looping Project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-7920		Water System Improvements		1,908.05		0.00	0		
	Desc:	Looping Proj. Altitude valve box									
21918	1128	FERGUSON ENTERPRISES	1	0498334	Yes	2016	7	1/1/16	1/31/16		\$1,845.00
	Desc:	Meter reading gun replacement									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	60-01-5344		Plant & System Maintenance		922.50		0.00	0		
	Desc:	Meter reading gun replacement									
	2	70-01-5344		Plant & System Maintenance		922.50		0.00	0		
	Desc:	Meter reading gun replacement									
21919	1182	MATTHEW ARCK	1	MA1046	Yes	2016	7	1/11/16	2/10/16		\$910.00
	Desc:	Property Management									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	15-01-5641		City Hall Reserve		910.00		0.00	0		
	Desc:	Property management									

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21920	221	ANALYTICAL LABORATOR	1	74710	Yes	2016	7		1/8/16	2/7/16		\$165.00	
	Desc:	Lab testing-Looping project											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	15-01-7920 Water System Improvements						165.00	0.00		0		
	Desc:	Looping project-water testing											
21921	221	ANALYTICAL LABORATOR	1	74709	Yes	2016	7		1/8/16	2/7/16		\$280.00	
	Desc:	WTP lab testing											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations						280.00	0.00		0		
	Desc:	WTP lab testing											
21922	150	COPELAND LUMBER YARD	1	36-74997685-00	Yes	2016	7		12/2/15	1/1/16		\$14.20	
	Desc:	Catch basin-South Res.											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	30-01-5341 Plant & System Operations						14.20	0.00		0		
	Desc:	Catch basin-South Res.											
21923	150	COPELAND LUMBER YARD	1	36-75001396-00	Yes	2016	7		12/14/15	1/13/16		\$147.04	
	Desc:	Catch basin South Res. Proj.											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	30-01-5341 Plant & System Operations						147.04	0.00		0		
	Desc:	Catch basin South Res. Proj.											
21925	137	NEWPORT NEWS TIMES	1	282781	Yes	2016	7		12/30/15	1/29/16		\$24.23	
	Desc:	Hearing notice											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	10-01-5422 Legal Notices						24.23	0.00		0		
	Desc:	Hearing notice											
21926	822	GREG SCOTT	1	Apple2	Yes	2016	7		1/12/16	2/11/16		\$1,898.00	
	Desc:	2 Computer laptop Reimb.-Civic Rm.											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	10-01-5650 Equipment & Furnishings						1,898.00	0.00		0		
	Desc:	Reimb. 2 MacBook Air -Civic Rm.											
21928	942	COASTAL PAPER & SUPPL	1	502456	Yes	2016	7		1/12/16	2/11/16		\$81.62	
	Desc:	WWTP Lab supplies											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						81.62	0.00		0		
	Desc:	WWTP lab supplies											
21929	91	COAST RANGE EQUIPMEN	1	6040	Yes	2016	7		1/12/16	2/11/16		\$1,760.00	
	Desc:	Radar Pump station repair											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	60-01-5344 Plant & System Maintenance						1,760.00	0.00		0		
	Desc:	Radar Pump station repair											
21930	942	COASTAL PAPER & SUPPL	1	502663	Yes	2016	7		1/15/16	2/14/16		\$54.05	
	Desc:	WWTP lab supplies											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	70-01-5341 Plant & System Operations						54.05	0.00		0		
	Desc:	WWTP lab supplies											
21931	822	GREG SCOTT	1	APPLE4	Yes	2016	7		1/14/16	2/13/16		\$1,898.00	
	Desc:	Reimb. MAC book Air comp. Civic Rm.											
	Line	Account Number						AP Amount	Liq Amount		Project	Task	Category
	1	10-01-5650 Equipment & Furnishings						366.33	0.00		0		
	Desc:	Reimb. MAC book air- Civic Room											
	2	60-01-5650 Equipment & Furnishings						765.84	0.00		0		
	Desc:	Reimb. MAC book Air comp. Civic Rm.											
	3	70-01-5650 Equipment & Furnishings						765.83	0.00		0		
	Desc:	Reimb. MAC book Air comp. Civic Rm.											

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
21933	1282	MUNIBILLING	1	4202	Yes	2016	7		12/31/15	1/30/16		\$7,975.00	
	Desc:	Conversion											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	15-01-5641	City Hall Reserve				7,300.00		0.00		0		
	Desc:	Conversion-utility billing											
	2	60-01-5341	Plant & System Operations				337.50		0.00		0		
	Desc:	Conversion-utility billing											
	3	70-01-5341	Plant & System Operations				337.50		0.00		0		
	Desc:	Conversion-utility billing											
21934	127	OREGON LINEN INC	1	405541	Yes	2016	7		1/14/16	2/13/16		\$26.91	
	Desc:	Supplies											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	24-01-5335	Custodial Support & Supplies				26.91		0.00		0		
	Desc:	Supplies											
21935	137	NEWPORT NEWS TIMES	1	01-11-16	Yes	2016	7		1/20/16	2/19/16		\$86.50	
	Desc:	1 Yr. Sub. City Hall											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5240	Office Materials, Supplies &				86.50		0.00		0		
	Desc:	1 Yr. Sub. City Hall											
21936	68	YACHATS MERCANTILE	1	1/10/16	Yes	2016	7		1/20/16	2/19/16		\$199.06	
	Desc:	Misc. supplies											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	21-01-5315	System Operations				11.00		0.00		0		
	Desc:	Wire Brush											
	2	24-01-5330	Maintenance-Building or Lan				27.56		0.00		0		
	Desc:	Misc. supplies											
	3	60-01-5341	Plant & System Operations				36.05		0.00		0		
	Desc:	Misc. supplies											
	4	70-01-5341	Plant & System Operations				124.45		0.00		0		
Desc:													
21937	499	MCI	1	1/13/16	Yes	2016	7		1/20/16	2/19/16		\$63.39	
	Desc:	Long Distance Service											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5251	Office Phone, Cell or DSL				14.90		0.00		0		
	Desc:	Long Distance Service											
	2	22-01-5251	Office Phone, Cell or DSL				14.09		0.00		0		
	Desc:	Long Distance Service											
	3	23-01-5251	Office Phone, Cell or DSL				0.00		0.00		0		
	Desc:	Long Distance Service											
	4	24-01-5251	Office Phone, Cell or DSL				0.00		0.00		0		
	Desc:	Long Distance Service											
	5	60-01-5251	Office Phone, Cell or DSL				17.73		0.00		0		
	Desc:	Long Distance Service											
	6	70-01-5251	Office Phone, Cell or DSL				16.67		0.00		0		
Desc:	Long Distance Service												
21938	94	DOUGS ELECTRIC	1	C3122F	Yes	2016	7		1/14/16	2/13/16		\$832.50	
	Desc:	Pontiac Pump Station Repair											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5344	Plant & System Maintenance				832.50		0.00		0		
	Desc:	Pontiac Pump Station Repair											
21939	1269	OREGON DRINKING WATE	1	Reeves/SurfSid	Yes	2016	7		1/19/16	2/18/16		\$600.00	
	Desc:	Reeves Cir/ Surfside Dr. plan review-Reece											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount	
	1	15-01-7920 Water System Improvements				600.00	0.00		0			
	Desc:	Reeves Cir/ Surfside Dr. plan review-Reece										
21940	856	AUTOMATION GROUP INC,	1	15251	Yes	2016	7		12/29/15	1/28/16	\$888.38	
	Desc:	Level Transmitter/SBR#2										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5344 Plant & System Maintenance				888.38		0.00		0		
	Desc:	Level Transmitter/SBR#2										
21941	1279	JEFFERY SHIRLEY DESIG	1	011416	Yes	2016	7		1/14/16	2/13/16	\$180.00	
	Desc:	Yachats Trails Logo										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	12-01-5224 Trails				180.00		0.00		0		
	Desc:	Yachats Trails Logo										
21942	135	PROBUILD COMPANY LLC	1	69117638	Yes	2016	7		1/20/16	2/19/16	\$25.64	
	Desc:	WWTP-Repair tool										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	70-01-5317 Tools & Small Equipment				25.64		0.00		0		
	Desc:	WWTP-Repair tool										
21944	183	IIMC	1	2016-2017	Yes	2016	7		1/25/16	2/24/16	\$155.00	
	Desc:	2016-2017 Membership N.Batchelder										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210 Dues, Memberships & Fees				155.00		0.00		0		
	Desc:	2016-2017 Membership N.Batchelder										
21947	183	IIMC	1	2016-2017LW	Yes	2016	7		1/25/16	2/24/16	\$95.00	
	Desc:	2016-2017 Membership L.Wangsness										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210 Dues, Memberships & Fees				95.00		0.00		0		
	Desc:	2016-2017 Membership L.Wangsness										
21948	183	IIMC	1	2016-2017KJ	Yes	2016	7		1/25/16	2/24/16	\$95.00	
	Desc:	2016-2017 Membership K.Jackson										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210 Dues, Memberships & Fees				95.00		0.00		0		
	Desc:	2016-2017 Membership K. Jackson										
21949	1009	OREGON EMPLOYMENT D	1	013116	Yes	2016	7		1/25/16	2/24/16	\$483.98	
	Desc:	Garnish										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-00-2120 Payroll Withholding Payable				483.98		0.00		0		
	Desc:	Garnish										
21950	310	STAPLES CREDIT PLAN	1	1468231551	Yes	2016	7		1/6/16	2/5/16	\$109.35	
	Desc:	Supplies/Ink										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5341 Plant & System Operations				89.67		0.00		0		
	Desc:	Ink/supplies										
	2	70-01-5341 Plant & System Operations				11.98		0.00		0		
	Desc:	Supplies										
	3	10-01-5240 Office Materials, Supplies &				7.70		0.00		0		
	Desc:	supplies										
21951	416	LARRY B LEWIS	1	1-16Y	Yes	2016	7		1/26/16	2/25/16	\$4,177.73	
	Desc:	City Planner										
	Line	Account Number				AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5264 City Planner				2,253.33		0.00		0		
	Desc:	City Planner									1099	
	2	10-01-5264 City Planner				1,924.40		0.00		0		
	Desc:	Milage/ Reimbursable expenses									1099	

CITY OF YACHATS

A/P Control Report

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
21952	540	LEON C STERNER	1	JAN2016City	Yes	2016 7		1/26/16	2/25/16		\$215.00
	Desc:	City Hall custodial									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	10-01-5440		Other Office Expense		215.00		0.00	0		
	Desc:	City Hall custodial									
											1099
21953	540	LEON C STERNER	1	JAN2016Comm	Yes	2016 7		1/26/16	2/25/16		\$917.00
	Desc:	Monthly Custodial Service									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	24-01-5335		Custodial Support & Supplies		307.20		0.00	0		
	Desc:	Mo. Custodial Service									
	2	24-01-5330		Maintenance-Building or Lan		609.80		0.00	0		
	Desc:	Mo. Custodial Service									
											1099
21954	856	AUTOMATION GROUP INC,	1	286	Yes	2016 7		1/19/16	2/18/16		\$12,221.00
	Desc:	Water SCADA Sys.									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	15-01-7920		Water System Improvements		12,221.00		0.00	0		
	Desc:	Water SCADA Sys.									
21955	856	AUTOMATION GROUP INC,	1	275	Yes	2016 7		1/20/16	2/19/16		\$23,716.00
	Desc:	Water SCADA Sys.									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	15-01-7920		Water System Improvements		23,716.00		0.00	0		
	Desc:	Water SCADA Sys.									
21956	175	YACHATS YOUTH & FAMIL	1	FEB2016	Yes	2016 7		1/26/16	2/25/16		\$2,416.67
	Desc:	Monthly allotment									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	10-01-5439		Misc. Public Services		2,416.67		0.00	0		
	Desc:	Monthly allotment									
21957	1284	OREGON GOVERNMENT FI	1	17451	Yes	2016 7		1/26/16	2/25/16		\$52.50
	Desc:	Membership dues-Kjackson									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	10-01-5210		Dues, Memberships & Fees		52.50		0.00	0		
	Desc:	Membership Dues-Kjackson									
21958	99	LEAGUE OF OREGON CITI	1	Budgeting101	Yes	2016 7		1/26/16	2/25/16		\$600.00
	Desc:	Budgeting 101 Training									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	60-01-5255		Education & Training		150.00		0.00	0		
	Desc:	Budgeting 101 Training- R. McClung									
	2	70-01-5255		Education & Training		150.00		0.00	0		
	Desc:	Budgeting 101 Training-D. Buckwald									
	3	10-01-5255		Education and Training		100.00		0.00	0		
	Desc:	Budgeting 101 Training-L.Wangsness/K.Jackson									
	4	60-01-5255		Education & Training		100.00		0.00	0		
	Desc:	Budgeting 101 Training-L.Wangsness/K.Jackson									
	5	70-01-5255		Education & Training		100.00		0.00	0		
	Desc:	Budgeting 101 Training-L.Wangsness/K.Jackson									
21960	1285	JUST GOOD COOKIN' LLC	1	StateoftheCity	Yes	2016 7		1/26/16	2/25/16		\$47.25
	Desc:	Cookies-State of the City Event									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	10-01-5439		Misc. Public Services		47.25		0.00	0		
	Desc:	Cookies-State of the City event									
21962	766	NEOPOST USA INC	1	Postage	Yes	2016 7		1/26/16	2/25/16		\$100.00
	Desc:	Postage									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount		
	1	60-01-5341	Plant & System Operations				50.00	0.00		0			
	Desc:	Postage											
	2	70-01-5341	Plant & System Operations				50.00	0.00		0			
	Desc:	Postage											
	3	10-01-5240	Office Materials, Supplies &				0.00	0.00		0			
	Desc:												
21963	822	GREG SCOTT	1	3MAC	Yes	2016	7		1/27/16	2/26/16		\$2,997.00	
	Desc:	Reimb.3 MacBook Air-Civic Room											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5650	Equipment & Furnishings				1,498.50	0.00		0			
	Desc:	Reimb. 3 MacBook Air-Civic Room											
	2	70-01-5650	Equipment & Furnishings				1,498.50	0.00		0			
	Desc:	Reimb.3 MacBook Air-Civic Room											
21964	822	GREG SCOTT	1	AP-ProReimb.	Yes	2016	7		1/27/16	2/26/16		\$199.99	
	Desc:	Reimb-ApPro											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5440	Other Office Expense				66.66	0.00		0			
	Desc:	Reimb-ApPro											
	2	60-01-5341	Plant & System Operations				66.66	0.00		0			
	Desc:	Reimb-ApPro											
	3	70-01-5341	Plant & System Operations				66.67	0.00		0			
	Desc:	Reimb-ApPro											
21967	1284	OREGON GOVERNMENT FI	1	ADMIN.	Yes	2016	7		1/27/16	2/26/16		\$50.00	
	Desc:	Cert. Prog. Adminssion Fee											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5210	Dues, Memberships & Fees				16.67	0.00		0			
	Desc:	Cert. Prog. Adminssion Fee											
	2	60-01-5210	Dues, Memberships & Fees				16.67	0.00		0			
	Desc:	Cert. Prog. Adminssion Fee											
	3	70-01-5210	Dues, Memberships & Fees				16.66	0.00		0			
	Desc:	Cert. Prog. Adminssion Fee											
21969	272	OAWU	1	20168	Yes	2016	7		1/27/16	2/26/16		\$405.00	
	Desc:	Annual Conf/Training-G.McClung											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	60-01-5255	Education & Training				405.00	0.00		0			
	Desc:	Annual Training/Conf. G.McClung											
21970	1007	DONALD W NISKANEN	1	JAN2016	Yes	2016	7		1/27/16	2/26/16		\$3,321.78	
	Desc:	C ode Enforcement											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5212	Code Enforcement				3,321.78	0.00		0			
	Desc:	Code Enforcement											
21972	1036	JD COMPUTER AND CELL	1	11596	Yes	2016	7		1/28/16	2/27/16		\$825.00	
	Desc:	Computer support											
	Line	Account Number					AP Amount		Liq Amount		Project	Task	Category
	1	10-01-5251	Office Phone, Cell or DSL				150.00	0.00		0			
	Desc:	Access point issue											
	2	24-01-5251	Office Phone, Cell or DSL				50.00	0.00		0			
	Desc:	Cell phone											
	3	24-01-5240	Office Materials, Supplies &				75.00	0.00		0			
	Desc:	Computer maint.											
	4	22-01-5470	Equipment Repair & Maintain				200.00	0.00		0			
	Desc:	Computer Maint/repair											
	5	10-01-5470	Equipment Repair & Mainten				116.67	0.00		0			
Desc:	Computer maint.												

CITY OF YACHATS**A/P Control Report**

for user AsystAdmin from 2016-7 to 2016-7

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Disc Date	Amount
	6	60-01-5341		Plant & System Operations		116.67		0.00	0		
	Desc:	Computer maint.									1099
	7	70-01-5341		Plant & System Operations		116.66		0.00	0		
	Desc:	Computer maint.									1099
21973	127	OREGON LINEN INC	1	408175	Yes	2016	7	1/28/16	2/27/16		\$48.50
	Desc:	Supplies									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	24-01-5335		Custodial Support & Supplies		48.50		0.00	0		
	Desc:	Supplies									
21974	990	LAURALEE SVENDSGAAR	1	010616	Yes	2016	7	1/6/16	1/6/16		\$3,005.95
	Desc:	Reimb. Trails exp.									
	Line	Account Number				AP Amount		Liq Amount	Project	Task	Category
	1	12-01-5224		Trails		3,005.95		0.00	0		
	Desc:	Reimb. Expenses									

Fund 10 Total	25,599.96	0.00
Fund 12 Total	4,143.95	0.00
Fund 15 Total	93,807.87	0.00
Fund 20 Total	5,300.00	0.00
Fund 21 Total	204.81	0.00
Fund 22 Total	1,154.29	0.00
Fund 23 Total	534.62	0.00
Fund 24 Total	2,279.40	0.00
Fund 30 Total	6,241.71	0.00
Fund 60 Total	13,529.70	0.00
Fund 70 Total	11,860.66	0.00
Fund 80 Total	300.00	0.00
Grand Total	164,956.97	0.00

plus replacement of voided check 9.24
Total for checks \$164,966.21

CITY OF YACHATS
RESOLUTION NO. 2016-01-01

WHEREAS, the City Council desires to create the position of City Administrator; and

WHEREAS, the Council has decided to hire a professional search firm to recruit for that position;

NOW THEREFORE, the City of Yachats resolves to hire Prothman of Issaquah, Washington to perform the recruitment services as described in the proposal, attached and marked “Exhibit A” and authorize the Mayor to sign the agreement with Prothman.

This Resolution is memorializing an action taken by City Council at the January 14, 2016 meeting and was effective as of that date.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

"Exhibit A"

**Proposal
to provide recruitment services
for the City of Yachats' first
City Administrator**

Presented by



STATEMENT OF QUALIFICATIONS

ABOUT PROTHMAN

Prothman Company is a Northwest based consulting firm that specializes in providing national and regional executive recruitment services to cities, counties, and other governmental agencies throughout the western United States. Founded and incorporated in Seattle in 2001, Prothman has quickly become an industry leader known and respected for outstanding customer service, quality candidate pools, and knowledge of local government.

OUR EXPERTISE

Recruitment Knowledge and Experience: The Prothman team has conducted over 450 recruitments and interim placements. We have read and screened over 15,000 resumes, and we have personally interviewed over 5,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

Firsthand Knowledge of Local Government: Every Prothman team member has worked in local government. Our talented consultants have a cumulative 150 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

OUR PROVEN PROCESS

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community as well.

OUR GUARANTEE

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within **one year** from the employment date, we will conduct a replacement search with no additional professional fee.

CONTACT INFORMATION

Sonja Prothman: sonja@prothman.com, 206.605.0415 cell
371 NE Gilman Blvd, Suite 350, Issaquah, WA 98027
Submittal Date: December 31, 2015

Current Recruitments

Jefferson County, OR - *Health Director*
City of West Linn, OR - *City Manager*
City of Woodland, WA - *City Administrator*
City of Chehalis, WA - *City Manager*
Ben Franklin Transit, WA - *General Manager*
City of Sheridan, WY - *City Administrator*
City of Minot, ND - *Planning Director*
City of Bellingham, WA - *City Engineer*
City of Nampa, ID - *City Engineer*
City of Beaverton, OR - *HR Director*
City of Renton, WA - *HR Director*
City of Gladstone, OR - *Fire Chief*
City of Burlington, WA - *Fire Chief*
City of Lincoln, NE - *Fire Chief*

2015-2010 Manager/Administrator Recruitments

City of Gladstone, OR - *City Manager*
City of Scappoose, OR - *City Manager*
City of Bandon, OR - *City Manager*
City of Canby, OR - *City Administrator*
City of McMinnville, OR - *City Manager*
City of Hood River, OR - *City Manager*
City of Hermiston, OR - *City Manager*
Lane County, OR - *County Administrator*
San Juan County, WA - *County Manager*
City of Stevenson, WA - *City Administrator*
City of Othello, WA - *City Administrator*
City of Lynden, WA - *City Administrator*
City of Lincoln City, OR - *City Manager*
City of Minot, ND - *City Manager*
City of Puyallup, WA - *City Manager*
City of Covington, WA - *City Manager*
WACO, WA - *Executive Director*
City of Pasco, WA - *City Manager*
City of Sultan, WA - *City Administrator*
City of Stanwood, WA - *City Administrator*
City of Issaquah, WA - *Deputy City Admin.*
City of Duvall, WA - *City Administrator*
City of Kenmore, WA - *City Manager*
City of Lake Forest Park, WA - *City Admin.*
City of Chelan, WA - *City Administrator*
Snohomish County, WA - *Executive Director*
City of Fife, WA - *City Manager*
City of Bothell, WA - *Asst. City Manager*
City of Lakewood, WA - *City Manager*
Grays Harbor Transit, WA - *General Manager*

City of Waldport, OR - *City Manager*
City of Lake Oswego, OR - *City Manager*
Deschutes County, OR - *County Administrator*
SW Clean Air Agency, WA - *Executive Director*
eCityGov Alliance, WA - *Executive Director*
Paine Field, WA - *Airport Director*
Summit County, UT - *County Manager*
City Belgrade, MT - *City Manager*
City of Lebanon, OR - *City Manager*
City of Polson, MT - *City Manager*
Intercity Transit, WA - *General Manager*
Snohomish Health District, WA - *Deputy Director*
CAM-PLEX, Gillette, WY - *General Manager*
City of Ontario, OR - *City Manager*
Clatsop County, OR - *County Manager*
City of Port Angeles, WA - *City Manager*
City of Ridgefield, WA - *City Manager*
MRSC, WA - *Executive Director*
City of White Salmon, WA - *City Administrator*
City of Lewiston, ID - *City Manager*
City of Milwaukie, OR - *City Manager*
City of Lacey, WA - *City Manager*
City of Riverton, WY - *City Administrator*
City of Shoreline, WA - *City Manager*
City of Gillette, WY - *City Administrator*
City of Casper, WY - *City Manager*
City of Issaquah, WA - *City Administrator*
City of Newcastle, WA - *City Manager*
City of Sunnyside, WA - *City Manager*

Past Recruitments & References

City of Woodburn, OR - City Administrator, HR Director, Community Development Director, Police Chief, Economic Development Director
Contact - City Administrator, Scott Derickson - 503.982.5228

City of Hood River, OR - City Manager
Contact - Councilor, Mark Zanmiller - 541.436.0654, City Manager, Steve Wheeler - 541.387.5252

City of Vancouver, WA - HR Director, Parks & Rec. Director, Budget Manager
Contact - Deputy City Manager, Dave Mercier - 360.487.8610

Availability, Communication & Schedule

One of our first tasks will be to coordinate and commit a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. Our recruitments take approximately 12-15 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

Sample Schedule

Date	Topic
Weeks of January 11 & 18, 2016	Work schedule, profile, and hold stakeholder interviews; Prothman travels to Yachats
January 25, 2016	Send profile for review
February 8, 2016	Post profile and start advertising
March 20, 2016	Application Close Date
Weeks of March 21 & 28, 2016	Prothman screens applications & interviews top 10 - 15 candidates
Week of April 4, 2016	Work Session to review semifinalists and pick finalists; via phone conference or Skype
Week of April 25 or May 2, 2016	Final Interview Process, usually includes evening reception and next day interviews; Prothman travels to Yachats

PROJECT TEAM

ROSS SCHULTZ - PROJECT LEAD

Ross is a senior consultant for Prothman with 34 years of public service experience, most notably 11 years as Corporate Finance Manager for the Port of Portland and 7 years as City Manager for the city of Sherwood, OR. Since his retirement in 2008, Ross became a principal partner in a municipal consulting firm and has served as interim Finance Director and interim City Manager for 6 municipalities, including, Gladstone, Hood River, Independence and Newport, OR. Ross is active with the League of Oregon Cities teaching Budget 101. Ross earned a Bachelor of Science degree in Business Administration from the Cal Poly Pomona and completed a series of CPA courses at Portland State University. A resident of Oregon for the past 35 years, Ross enjoys golf, hiking and auto restoration.

GREG PROTHMAN - PROJECT CO-LEAD

As President of the Prothman Company, Greg offers a unique combination of 20+ years experience in various functions of government and 17 years of experience in public sector recruitment. Prior to forming the Prothman Company, Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master of Public Administration degree and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. After nine years in Des Moines, Greg left city management to become a partner in a local executive recruitment firm. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration degree from the University of Washington. Greg is a member of SMR (Seattle Mountain Rescue).

SONJA PROTHMAN - PROJECT SUPPORT

As Vice-President of the Prothman Company, Sonja assists with recruitments and organizational assessments, and she manages the support staff and the "business" side of Prothman. Sonja is a former councilmember for the City of Normandy Park and brings to Prothman the "elected official" side of city government—an invaluable perspective for understanding our clients' needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a Bachelor's Degree in Communications from the University of Washington.

BARRY GASKINS - PROJECT SUPPORT

Barry Gaskins is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his Bachelor's Degree from California State University in Los Angeles.

Recruitment Strategy

Every recruitment we conduct is a national search. We have an aggressive national advertising campaign and we have the ability to mail the job announcement to every city, county, district, etc., in the US. Screening for "fit" is one of the most important elements in a recruitment. What sets us apart from our competition is that we know this region... our office is in Washington and we specialize in the western states. The length of tenure of our placed candidates is the highest in the industry because we understand the qualities required for candidates to fit within our unique communities, cultures and weather!

We have conducted hundreds of successful executive searches and refined our process along the way. We provide the process, but you call the shots... whether you want weekly updates or monthly updates, more meetings or less meetings... we tailor every recruitment to meet your needs. We will partner with you and find you a highly qualified candidate who is the perfect "fit" for your organization, guaranteed!

Recruitment Process

Project Review

The first step will be to review the following topics:

- ◆ Review the scope of work and project schedule
- ◆ Identify the geographic scope of the search (local, regional or national)
- ◆ Review the compensation package and decide if a salary survey is needed
- ◆ Identify key stakeholders

Information Gathering and Research *(Soliciting Input)*

We will travel to Yachats and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of the City of Yachats, as well as the preferred qualifications you desire in your next City Administrator. We will:

- ◆ Meet with the Mayor
- ◆ Meet with City Council
- ◆ Meet with staff other stakeholders as directed
- ◆ Review all documents related to the position

Position Profile Development *(Identifying the Ideal Candidate)*

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience and education required
 - Ideal personality traits and work habits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
 - Overview of the region
 - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Recruitment and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Direct Mail Recruitment Brochures** sent directly to hundreds of highly qualified city/county management professionals who are not actively searching for a new position.
- ◆ **Direct Contact Calls** placed directly to city/county management professionals we know.
- ◆ **Posting the Position Profile on the Prothman Website**, which receives thousands of hits per month.

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 4 key steps:

- 1) **Application Review:** We will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.
- 3) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews.
- 4) **Work Session:** We will prepare a detailed summary report and send you binders which include each candidate's application materials and the results of the personal interviews and publication search. **We will meet with you via Skype or conference call** and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 4 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

Final Interview Process (*Selecting the Right Candidate*)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels (which can include community stakeholders), a public evening reception or one-on-one interviews with the decision makers.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
 - **Identifying Interview Panel Participants & Panel Facilitators**
We will work with you to identify the participants of different interview panels to ensure that all stakeholders identified have been represented.

- ◆ **Public Reception**

We recommend that you have a public reception the evening before the interview so that the Mayor, City Council, staff and community members have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.

- ◆ **Background Checks**

Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:

- **References**

We conduct 4-5 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.

- **Education Verification, Criminal History, Driving Record and Sex Offender Check**

We contract with Sterling for all driving record, education verification, criminal history, and sex offender checks. We will conduct a criminal history, driving record and sex offender check on each candidate in the states in which they have worked.

- ◆ **Candidate Travel Coordination**

For those candidates who will be traveling to the final interviews, we work with the candidates to organize the most cost effective travel arrangements.

- ◆ **Final Interview Binders**

We will provide Final Interview Binders. They are the tool that keeps the final interview process organized and ensures that all interviewers are “on the same page” when it comes to evaluating each candidate.

- ◆ **Final Interviews with Candidates**

We will travel to Yachats and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one hour interview sessions, with an hour break for lunch.

- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.

- ◆ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.

- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

Warranty

- ◆ **Repeat the Recruitment:** Should a top candidate not be chosen, we will repeat the recruitment with no additional professional fee, the only cost to you are the expenses.

FEE, EXPENSES & GUARANTEE

Professional Fee

The fee for conducting a city administrator recruitment with a one-year guarantee is \$16,500, plus expenses. The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and two (2) on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Expenses

Expenses vary depending on the design of the recruitment. We work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Yachats will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include but are not limited to:

- Newspaper, trade journal, websites and other advertising (approx. \$1,100 - 1,400)
- Direct mail announcements (approx. \$1,200 - 1,600)
- Final Interview Binders & printing of materials (approx. \$300 - 600)
- Delivery expenses for Interview Binders (approx. \$150 - 450)
- Consultant travel: Ross Shultz - mileage at current IRS rate, travel time @ \$60 per hour, lodging if needed (approx. \$600 - \$800 per trip). Greg Prothman - airfare, rental car, travel time @ \$60 per hour, lodging if needed for final interviews (approx. \$800 - \$1,000 per trip)
- Background checks performed by Sterling (approx. \$175 per candidate)
- Any client-required licenses, fees or taxes
- Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

A 3% charge will be added to all expenses which reflect our City of Issaquah and Washington State B&O tax obligations on every dollar we invoice for. Professional fees are billed in three equal installments throughout the recruitment. Expenses are billed monthly.

Guarantee

Our record of success in placing highly qualified candidates provides that Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within **one year** from the employment date, we will conduct a replacement search with no additional professional fee, your only cost would be the expenses; on the conditions that Prothman has conducted a full recruitment process and the position has been recruited at market rate salary.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

CLIENT LIST

City of Aberdeen, WA
Public Works Director

Association of Washington Cities (AWC)
Chief Executive Officer

City of Arlington, WA
Community Development Director (2)
City Administrator
Fire Chief (2)
Finance Director (2)
Utilities Manager
Public Works Director
Building Official
Police Chief

City of Auburn, WA
Planning, Building & Community Dir.

City of Bainbridge Island, WA
City Administrator (2)
Finance Director
Community Development Dir.
City Attorney
Deputy Finance Director
Project Manager
Engineer

City of Bandon, OR
City Manager

Basin Disposal, Inc. (WA)
Chief Financial Officer

City of Battle Ground, WA
Deputy City Manager
Public Works Director
Finance Director
Police Chief

City of Beaverton, OR
Human Resources Director

City of Belgrade, MT
City Manager

City of Bellevue, WA
Utilities Deputy Director
Senior Planners

City of Bend, OR
Police Chief

Benton County Emergency Svcs., WA
Director of Emergency Services
Emergency Management Manager
Communications Manager

Benton County Fire District #4, WA
Fire Chief (2)

City of Billings, MT
City Engineer
Engineering Division Manager

City of Blaine, WA
Public Works Director
Finance Director

Blaine County, ID
County Administrator (2)

City of Boardman, OR
Police Chief

City of Bonney Lake, WA
Public Works Director

City of Bothell, WA
Public Works Director (2)
Fire Chief (2)
Human Resources Director (2)
Deputy City Manager
City Attorney
Police Chief
Assistant City Manager
Parks & Recreation Director
Community Development Director

City of Bozeman, MT
Chief Building Official
Human Resources Director
Parks & Recreation Director
Public Works Director
Community Development Director

City of Bremerton, WA
Public Works Director
Police Chief

Brigham City, UT
Police Chief

Camano Island Fire & Rescue, WA
Fire Chief

Campbell County Fire Department, WY
Fire Chief

CAM-PLEX Multi-Event Facilities (WY)
General Manager

City of Canby, OR
Police Chief
City Administrator

Canby Fire District 62, OR
Fire Chief

City of Carnation, WA
City Manager (2)
Public Works Director

City of Casper, WY
City Manager

Central Valley Fire District, MT
Fire Chief
Fire Marshal

Central Whidbey Island Fire & Rescue, WA
Fire Chief

City of Centralia, WA
Community Development Director
Economic Development Director

City of Chehalis, WA
City Manager
Police Chief
Finance Manager

City of Chelan, WA
City Administrator (2)

Chelan County, WA
Community Development Dir.
Regional Justice Center Director
RJC Deputy Director

Chelan County Public Utility District (WA)
Managing Director - HR, Labor & Safety

Clackamas Community College, OR
Director of Campus Safety

Clackamas County, OR
County Administrator

Clackamas River Water Dist., OR
General Manager

Clatsop County, OR
County Manager (2)
Community Corrections Director
Building Official
Development Services Manager

Clatsop County Sheriff's Office, OR
Jail Commander

City of College Place, WA
Environmental Services Director

City of Colorado Springs, CO
Assistant City Manager

City of Connell, WA
City Administrator

City of Covington, WA
City Manager

Covington Water District, WA
Utilities Director
District Engineer
Water Resources Manager
Assistant Water Resources Manager
Project Engineer
Business Manager
Controller

Cowlitz County, WA
Building & Planning Director
Engineer 3

Cowlitz Sewer Operating Board, WA
Superintendent

Cowlitz-Wahkiakum Council of Governments, WA
Executive Director

City of Damascus, OR
Community Development Dir.
City Manager

Deschutes County, OR
County Administrator

City of DuPont, WA
City Administrator
Planning Director
Finance Director
Public Works Director

City of Duvall, WA
Planning Director
Accountant
City Administrator
Finance Director

East Jefferson Fire Rescue, WA
Fire Chief

East Multnomah Soil & Water Conservation District (OR)
Executive Director

East Olympia Fire District #6, WA
Fire Chief

East Pierce Fire & Rescue (WA)
Fire Chief

Eastside Baby Corner (WA)
Executive Director

eCityGov Alliance (WA)
Executive Director

City of Edgewood, WA
City Manager (2)
Public Works Director
Engineer
Senior Planner

City of Enumclaw, WA
Finance Director
Fire Chief

City of Ephrata, WA
Police Chief

City of Federal Way, WA
Finance Director
Community Development Director

City of Ferndale, WA
Police Chief
Public Works Director (2)

City of Fife, WA
City Clerk
Community Development Director
City Manager

City of Fircrest, WA
City Manager
Finance Director

Franklin County, WA
County Administrator

City of Gillette, WY
Public Works Director
Community Development Director
City Administrator

City of Gladstone, OR
City Administrator

Grays Harbor Transit (WA)
General Manager

City of Great Falls, MT
City Attorney

City of Green River, WY
Community Development Director

Gunnison County, CO
County Manager
Community Development Director
Airport Manager
Human Resources Director
Health & Human Services Director
IT Director
Deputy County Attorney

City of Hailey, ID
City Administrator

City of Hermiston, OR
City Manager

City of Hood River, OR
City Manager

Intercity Transit, WA
General Manager

Issaquah Food & Clothing Bank, WA
Executive Director

City of Issaquah, WA
Police Chief
City Administrator
Deputy City Administrator (2)
Deputy Finance Director

Jackson County, OR
HR/Risk Management Director

JEFFCOM 9-1-1, WA
Director

Jefferson County, WA
County Administrator

City of Kalama, WA
Police Chief

City of Kelso, WA
Public Works Director
Community Development Dir.
City Manager

City of Kemmerer, WY
Public Works Director

City of Kenmore, WA
City Manager (2)
Finance Director
City Engineer (2)
Community Development Director

City of Kennewick, WA
Planning Director

City of Kent, WA
Professional Land Surveyor
Finance Director
Information Tech. Director

City of Ketchum, ID
City Administrator

**Ketchum Community
Development Corporation, ID**
Executive Director

**King County Housing
Authority, WA**
Finance Director

**King County Sheriff's Office,
WA**
Chief Financial Officer

City of Kirkland, WA
Water Division Manager
Public Works Director
Director of Fire & Building Services

Kootenai County Fire & Rescue, ID
Fire Chief

City of La Center, WA
Police Chief

City of Lacey, WA
City Manager

Lacey Fire District 3, WA
Fire Chief

City of Lake Forest Park, WA
City Administrator (3)

City of Lake Oswego, OR
City Manager
Water Treatment Plant Manager

Lake Stevens Fire (WA)
Fire Chief

City of Lakewood, WA
City Manager
Assistant City Manager

Lane County, OR
County Administrator

City of Leavenworth, WA
City Administrator (2)
Public Works Director
Finance Director/City Clerk

City of Lebanon, OR
City Manager

Lewis County, WA
Public Works Director/
County Engineer
Director of Public Health &
Social Services
Community Development Director

City of Lewiston, ID
City Manager

City of Lincoln City, OR
Finance Director
City Manager
Human Resources Director

City of Littleton, CO
Finance Director

City of Long Beach, WA
Community Development Director

City of Longview, WA
City Manager

Los Alamos County, NM
County Administrator

LOTT Clean Water Alliance, WA
Finance Manager

City of Louisville, CO
City Manager

City of Lynden, WA
Public Works Director (2)
City Administrator

City of Lynnwood, WA
Public Works Director
Assistant Fire Chief
Finance Director

Manchester Water District, WA
General Manager

City of Marysville, WA
Police Chief
Public Works Director
Engineering Services Manager
Streets/Surface Water Manager
Community Development Director

Marysville Fire District, WA
Fire Chief

Mason County, WA
Public Works Director

City of McMinnville, OR
City Manager

City of Medford, OR
Planning Director

City of Medina, WA
Public Works Director

Metro Parks Tacoma, WA
Director of Planning & Development

City of Mill Creek, WA
City Manager

City of Milwaukie, OR
City Manager

City of Minot, ND
City Manager

City of Moscow, ID
Asst. Community Development Dir.

City of Moses Lake, WA
City Manager

City of Mountlake Terrace, WA
City Manager
Police Chief

City of Mukilteo, WA
City Administrator
Finance Director
Management Services Director

Multnomah County, OR
Human Resources Manager (2)

**Municipal Research & Services
Center of Washington - MRSC**
Executive Director

MuniFinancial, WA
Senior Financial Analyst
Financial Analyst 1

City of Newcastle, WA
City Manager
Public Works Director (2)

City of Normandy Park, WA
Deputy City Manager/Finance Dir.
Planning Director
City Manager

**North Beach Public
Development Authority, WA**
General Manager

City of Oak Harbor, WA
City Attorney

City of Olympia, WA
Public Works Finance Manager

City of Ontario, OR
City Manager (2)

City of Othello, WA
City Administrator
Police Chief
Community Development Director

Park City, UT
Community Development Director

City of Pasco, WA

City Manager
Finance Director

Pend Oreille County, WA

Public Works Director

City of Polson, MT

City Manager

City of Port Angeles, WA

Police Chief
City Manager
Finance Director
Public Works Director

City of Port Townsend, WA

Development Services Director
Finance Director

City of Post Falls, ID

City Administrator
Community Development Director

City of Poulsbo, WA

Chief of Police (2)

City of Prosser, WA

City Administrator (2)
Finance Director (2)
City Clerk

City of Puyallup, WA

Assistant City Manager
Human Resources Director
City Manager (2)

City of Red Lodge, MT

Police Chief
Community Development Director

City of Richland, WA

Transportation Engineer
Public Works Director
Parks Superintendent

Richmond (VA) Redevelopment & Housing Authority - RRHA

Sr. VP - Property Management & Assisted Housing

City of Ridgefield, WA

City Manager

City of Riverton, WY

City Administrator

City of Salem, OR

Human Resources Director

City of Sammamish, WA

Transportation Program Engineer
Senior Project Engineers (3)
Project Engineer
Parks Project Manager

San Juan County, WA

Public Works Director
County Manager

City of Sandy, OR

Police Chief

City of Scappoose, OR

City Manager

City of Seattle, WA

Fire Chief
Labor Standards Division Dir.
Dir. of Administration - HR

Port of Seattle, WA

Fire Chief

City of Sequim, WA

Public Works Director
Human Resources Director

City of Shelton, WA

City Administrator
Community Development Director
Management Assistant
Public Works Director (2)
Police Chief

City of Sheridan, WY

Finance & Administrative Svcs. Dir.

City of Shoreline, WA

Deputy City Manager
City Engineer (2)
Planning Director
Public Works Director (2)
City Manager
City Attorney
Parks, Rec. & Cultural Svcs. Dir.
Administrative Services Director

City & Borough of Sitka, AK

Deputy Finance Director

Skagit County, WA

Public Works Director
Assistant County Engineer
Youth & Family Services Admin.

City of Snohomish, WA

City Engineer
Public Works Utilities Manager
Finance Director

Snohomish County, WA

Executive Director
Human Services Director

Paine Field - Snohomish

County Airport (WA)
Airport Director

Snohomish County

Emergency Radio System, WA
Radio System Manager (2)

Snohomish Health District, WA

Deputy Director

SNOPAC 9-1-1, WA

Executive Director

City of Snoqualmie, WA

Fire Chief
Community Development Director
Chief Financial Officer

Southwest Clean Air Agency, WA

Executive Director

Southwest Washington Regional Transportation Council

Executive Director

City of Spokane Valley, WA

City Manager
Deputy City Manager (2)
Finance Director (2)
Public Works Director (2)
Community Development Dir. (2)
Building Official (2)
Parks & Recreation Director (2)
City Clerk
Assistant City Clerk
City Attorney (2)

Spokane Valley Fire Department, WA

Fire Chief

City of Stanwood, WA

Finance Director (2)
City Administrator

City of Stevenson, WA

City Administrator

City of Sultan, WA

City Administrator (2)

Summit County, UT

County Manager

City of Sun Valley, ID

City Administrator

City of Sunnyside, WA
Finance/Admin. Svcs. Director
City Manager

City of Tacoma, WA
Public Works Director
Finance Director
Labor Negotiator

City of Thorne Bay, AK
City Administrator

Thurston County, WA
Human Resources Director
Assistant CAO

Tulalip Tribes, WA
Police Chief

Twin Transit, WA
General Manager

City of Vancouver, WA
Budget & Planning Manager
Human Resources Director
Parks & Recreation Director
City Attorney

Vashon Island Fire & Rescue, WA
Fire Chief
Assistant Fire Chief

City of Waldport, OR
City Manager

City of Walla Walla, WA
City Manager
Public Works Director
Finance Manager

City of Warrenton, OR
Public Works Director

**Washington Association of
County Officials**
Executive Director

**Washington School
Information Processing
Cooperative (WSIPC)**
Executive Director

Town of West Yellowstone, MT
Operations Manager

**Whatcom Transportation
Authority, WA**
General Manager
Finance Director

City of Whitefish, MT
City Manager

City of White Salmon, WA
City Administrator/
Public Works Director
Public Works Operations Manager

City of Wood Village, OR
City Administrator

City of Woodburn, OR
City Administrator
Community Development Director
Human Resources Director
Finance Director
Police Chief
Economic Development Director

City of Woodinville, WA
City Manager
Development Services Director

City of Woodland, WA
Fire Chief

**City & Borough of Wrangell,
AK**
Borough Manager

Town of Yarrow Point, WA
Town Clerk

EXAMPLE OF POSITION PROFILE



CITY MANAGER

\$70,000 - \$85,000

Plus Excellent Benefits

Apply by
October 6, 2013
(open until filled)

***P*ROTHMAN**



WHY APPLY?

Oregon



Known for its miles of sandy beaches, forest roads, hiking trails, wilderness areas and a picturesque bay, the coastal town of Waldport, Oregon, offers a respite from big city living. Located just three hours from Portland and two hours

from Eugene, Waldport's obscurity is part of its charm. Residents and visitors are drawn to the relaxing and slow-paced lifestyle centered around outdoor pursuits, such as windsurfing, kayaking, boating, fishing, sailing, hiking, cycling or just wandering along the pristine seashore.

Waldport is a well run city that offers citizens a variety of opportunities to enjoy coastal life in a neighborly atmosphere. If you are an experienced professional who wants to work in a stable organization with excellent staff and a positive environment, this is the right position for you!

THE COMMUNITY

Located on the Alsea River and Alsea Bay on the gorgeous Oregon Coast, this quaint town with a population of about 2,000 enjoys all the benefits of coastal living in the stunning Pacific Northwest. Once known as "beachcomber's paradise," the beaches are some of the cleanest and most beautiful in America. With moderate year round temperatures, each season offers opportunities to enjoy the outdoors.



Designated an Important Birding Area (IBA) by the National Audubon Society, Alsea Bay is a pristine estuary and home to elk, salmon and river otter. Known for its crabbing and fishing, more than 5,000 vessels frequent the bay and river every year either to catch Dungeness crabs or to take advantage of the area's superb Chinook salmon season, which takes place in the fall.



The newly built Woodland Trail allows residents and visitors to enjoy a "heavy woodsy" experience right in the middle of town. The Alsea Bay Bridge Interpretive Center in Waldport provides tours of the historic bridge and nearby marine area. Other nearby state park facilities, such as the immensely popular Seal Rock Wayside north of Waldport, offer up close and personal views of local wildlife and other ecological attractions.

Crestview Golf Club is a scenic 9-hole course with a friendly, family atmosphere and unique challenges that will appeal to all levels of ability. Crestview is easy to walk, is playable year-round and open from dawn to dusk.

Created by Seashore Family Literacy as a way to promote good health and recreation, Waldport's Green Bike Program provides free bicycles for anyone to ride at any time to any destination. Based on the honor system, participants use the bikes and then leave them in an accessible place for the next rider. Adult and youth volunteers work together to restore and maintain over 100 community bicycles.

Waldport is a popular bedroom community for the larger town of Newport 16 miles to the north, which houses the offices of several federal and

state agencies, including Oregon State University's Hatfield Marine Science Center, NOAA's Pacific Marine Operation Center, Environmental Protection Agency, and the Oregon Department of Fish & Wildlife. It also hosts the Oregon Coast Aquarium and the main campus of the Oregon Coast Community College. In Waldport, the Community College has an annex that is the nursing program for the college.



THE CITY

Incorporated in 1911, Waldport operates as a council-manager form of government. The city manager is appointed by and serves at the pleasure of a 7 member council. The mayor is elected at large every two years, while the council members are elected every 4 years with overlapping terms. Mayor Susan Woodruff took office in 2011 after serving as a councilmember since 2001. Nancy E. Leonard, City Manager since 2001, will be retiring in January 2014.

Waldport operates with a \$5 million overall budget and has 14 fulltime employees. The City has been fiscally secure for over a decade, and the future appears equally secure. The water, sewer and road infrastructure are very updated with no areas of concern. Prevention, future planning and pro-action has been the goal of the City rather than deferring maintenance and simply reacting to problems.

City departments include: Administration, Community Center, Land Use Planning, Library, Municipal Court, Parks and Public Works. The Waldport Public Works Department is responsible for water treatment and distribution, wastewater collection and treatment, and maintenance of the City's streets, stormwater system, and facilities, including parks. The City of Waldport Utility Billing De-

partment is located at City Hall and provides water and/or sewer service to approximately 1,200 households and businesses. Central Oregon Coast Fire & Rescue provides EMS/Fire services and the Lincoln County Sheriff's Office provides police services to Waldport.

THE POSITION

The City Manager works under the broad policy guidance of the City Council and performs high level administrative, technical and professional work in directing and supervising the administration of city government.

The City Manager supervises all departments, agencies and offices of the City to achieve goals within available resources. He/she plans and organizes workloads and staff assignments, trains, motivates and evaluates assigned staff, reviews progress and directs changes as needed.

Other responsibilities include:

- Attends all meetings of the Council, unless excused by the Council or the Mayor, keeps the Council advised at all times of the affairs and needs of the City, and makes reports annually or more frequently if requested by the Council of all the affairs and departments of the City.
- Ensures that all ordinances are enforced and that the provisions of all franchises, leases, contracts, permits and privileges granted by the City are observed.
- Appoints, disciplines, and removes all City employees unless exceptions are noted, and has general supervision and control over them and their work, with power to transfer an employee from one department to another, and shall exercise supervision and control over the departments, to the end of obtaining the utmost efficiency in each of them. The City Manager may not supervise or regulate: (a) the Council; (b) the Municipal Judge in the Judge's judicial functions; (c) City Attorney; (d) except as the Council authorizes, appointive personnel of the City whom the City Manager does not appoint.
- Supervises all purchasing and contracts.
- Is responsible for preparing and submitting to the Budget Committee the annual budget estimates and such reports as that body requests.

- Has general supervision over all City properties and supervises the operations of all public utilities owned and operated by the City.

OPPORTUNITIES & CHALLENGES

Economic Development

The most noticeable challenge facing the City as a whole is the many empty store-fronts on the main street. (Highway 101 through downtown). The City applied for and received a \$3 million ODOT grant to reconstruct the downtown corridor in an effort to entice businesses and bring more tourist traffic. However, the stability of the brick-and-mortar retail shops still remains tenuous.

Creative Vision

The old high school, which will be torn down in a few months, sits on about 14 acres of land next to City Hall. FEMA just granted their first "mitigation" grant to the school district in the amount of \$3 million to purchase the development rights to the land and require that it be converted to open space in perpetuity due to potential flooding in the event of a tsunami. The City and the school district are working on a vision for the use of that property that would benefit the community.



Promotion and Partnership

Waldport has a focus on partnering with their government and nonprofit partners (Port of Alsea, City of Yachats, Central Coast Fire & Rescue District, Lincoln County, and Chamber of Commerce) to promote the quiet solitude and peacefulness of the area. They have just finished building a gorgeous Woodland Trail through some fabulous forest right in the middle of town and will soon have a hiking map of all the trails in this general vicinity. Waldport also promotes a kayaking business that gives kayak tours and has its own "water trail" up the river. Boating, fishing and crabbing are very popular.



IDEAL CANDIDATE PROFILE

Waldport is looking for a progressive, "hands-on" working manager who understands all aspects of municipal government and who has an appreciation of the challenges currently facing small cities. Urban renewal experience will be a plus, as well as the ability to show creative solutions to community development.

Waldport is a small and informal town. The city manager will be approachable, responsive, down-to-earth and possess a sense of humor. Although the environment is informal, a professional presence and confidence is also important. He or she will communicate effectively, as well as establish and maintain effective working relationships with other employees, the Mayor, City Council, and the public.

The ideal candidate will lead by collaboration, and will also be a good listener who consistently deals well with personnel throughout all levels of the organization. He or she will have excellent skills in working with City Council Members, both individually and as a corporate body. He or she will be able to assist council members in team building and reaching consensus, and build an atmosphere of trust, mutual respect and cooperation.

The new city manager will have excellent skills at cooperating and sharing resources with neighboring coastal cities, emergency response, and the school district. The successful candidate will have a proven track record of conservative budget and financial management, and demonstrate the ability to administer, make sound management decisions, and initiate work without direct supervision. Knowledge of land use issues is also a plus.

EXPERIENCE & EDUCATION

Graduation from an accredited four year college or university with a degree in public administration, political science, business management or a closely related field, and five (5) years of applicable experience in public sector administration.

Considerable knowledge of modern policies and practices of public administration; working knowledge of public sector finance, human resources, public works, and community development. Knowledge of Oregon Land Use Laws preferred. Considerable computer skills and use of GIS mapping systems preferred.

COMPENSATION & BENEFITS

- **\$70,000 - \$85,000**
- Medical plan provided by Regence Blue Cross and includes alternative care
- Dental coverage provided by ODS
- Vision
- Life & Disability
- Healthcare flexible spending accounts
- Oregon Public Employees Retirement System
- 11 paid holidays
- Vacation time
- Sick leave

www.waldport.org

The City of Waldport is an Equal Opportunity Employer. All qualified candidates are strongly encouraged to apply by **October 6, 2013** (first review, open until filled). Applications, supplemental questions, resumes and cover letters will only be accepted electronically. To **apply online**, go to **www.prothman.com** and click on "submit your application" and follow the directions provided. Resumes, cover letters and supplemental questions can be uploaded once you have logged in.



PROTHMAN

www.prothman.com

371 NE Gilman Blvd., Ste 350
Issaquah, WA 98027
206.368.0050

EXAMPLE OF INVITE LETTER



Lincoln City, Oregon

Population: 7,900

Average Service Population: 15,000

CITY MANAGER

\$115,000 - \$135,000

First Review:

October 19, 2014

Open Until Filled

Apply at
www.prothman.com

Dear Colleague,

Prothman is currently recruiting for the City Manager position for the City of Lincoln City, Oregon. We invite you to review the position details on the back page, and if you find that this position isn't right for you, could you please pass this on to other senior public sector management professionals who may be ready for this next step in their career.

Thank you for your consideration and help!

The Prothman Company

PROTHMAN



WHY APPLY?



Located on the scenic Oregon Coast, Lincoln City borders 680-acre Devils Lake and the Coast Range on the east and the Pacific Ocean on the west. Its stunning natural scenery and outdoor recreational opportunities make the City a popular tourist destination.

Residents enjoy the perks of small town life with major urban cities nearby, such as Salem 58 miles to the east and Portland 88 to the northeast.

Lincoln City is committed to maintaining its character while growing its economy and enhancing what makes it a special Pacific Northwest coastal town. If you are a public sector professional looking to lead a community toward a bright and exciting future while preserving its charm and protecting its natural beauty, this is the right position for you.



THE COMMUNITY

Incorporated in 1965, the City has a population of approximately 7,900 which can grow up to 30,000 at peak tourist season. The City boasts 7.5 miles of beautiful, clean sandy beaches, with the Salmon River and Cascade Head to the north and the Siletz Bay National Wildlife Refuge to the south. The City enjoys a mild maritime climate with rain and excellent air quality. The consistent breeze on the beaches makes Lincoln City one of the best places in the world to walk on the beach and fly a kite. Surfing and kite-boarding conditions are also world-class. Residents and visitors also enjoy golfing, hiking, fishing, skiing, rock hunting, bird watching, tide pooling and boating.

Lincoln City has a flourishing arts community with several glass blowing shops and a state-of-the-art culinary center that features seasonally-inspired cooking and focuses on the abundant foods of the Pacific Northwest. The Lincoln Cultural Center offers classes in art, dance, music, literature and theater for all ages. Founded in 1970, the Sitka Center for Art and Ecology fosters creativity, intellectual inquiry and education.



The Confederated Tribes of the Siletz Indians are an important part of the City's past and present. They own and operate the Chinook Winds Casino, a 24-hour resort which offers gambling, golfing, concerts, a convention center and restaurants.

THE CITY & POSITION

The City operates under the Council/Manager form of government. The City Council is comprised of six Council Members elected from three wards and the Mayor is elected at large. They have staggered four year terms. The annual budget is \$41 million including the General Fund budget of \$10 million. The General Fund has an ending balance of about \$3.5 million. 140 FTEs offer a full range of City services including water, sewer, streets, parks, police, urban renewal, recreation, court, community development, a library and a visitor's bureau.

The City Manager is appointed by and serves at the pleasure of the Mayor and City Council. The City Manager is responsible for the overall management of the City's organization and operations. He/she plans and directs the activities of all City departments and functions through subordinate department directors and others. The City Manager provides information to City Council, acts as their policy advisor and serves as the City's Chief Administrative Officer and Budget Officer.

Please visit www.prothman.com to review the detailed position profile and compensation package.

CITY OF YACHATS
RESOLUTION NO. 2016-01-02

WHEREAS, slight differences between the Municipal Code and the Sanitary Sewer Maintenance Policy were noted;

NOW THEREFORE, the City of Yachats resolves to adopt the attached updated Sanitary Sewer Maintenance Policy, marked "Exhibit A" that is consistent with the Yachats Municipal Code.

This Resolution is memorializing an action taken by City Council at the January 14, 2016 meeting and was effective as of that date.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

YACHATS SANITARY SEWER MAINTENANCE POLICY



1. Purpose

It is the policy of the City of Yachats to comply with all applicable Oregon Department of Environmental Quality, and Federal Environmental Protection Agency requirements.

The City intends to provide effective and efficient maintenance to its sanitary sewer system by evaluating political, social, safety, and economic concerns, among others. Procedures identified in this policy are intended to maintain the sanitary sewer system. These procedures, when implemented, may also extend the service life of various components of the sanitary sewer system.

The City has 73,238 feet of public sanitary sewer mains, 300 manholes and 5 lift/pump stations within its sanitary sewer system. Procedures identified in this policy are intended to maintain the City's sanitary sewer system to reduce the likelihood of sewer backups, unregulated discharges, and to extend the life of the system. The City has developed and implemented this policy that takes into consideration public safety, the City's budget and personnel, environmental concerns, and the cost of implementation versus the benefit to be achieved. The City will use its employees, equipment and/or private contractors to provide this service.

The City has a Wastewater Treatment System Master Plan. The Public Works & Streets Commission is responsible for monitoring and oversight of the Plan.

The City requires grease traps for all facilities such as restaurants that produce excess grease and requires all Transient Rentals to have containers for the disposal of all cooking grease. The City provides the container free of charge and has the liners available at cost. The City's Fats, Oils, and Grease (FOG) policy is contained in the Yachats Municipal Code, Section 8.08.040 – Use of the Public Sewers.

While the City fully intends to meet the guidelines established in this policy, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, or weather and other emergencies may prevent the City from meeting the guidelines established herein. The Oregon Department of Environmental Quality may override provisions established within this policy. Deviations from the goals established in this policy will be documented.

The City will use this policy to guide any sanitary sewer maintenance activities to be provided by a contractor or a party other than the City.

2. Routine Maintenance and Inspection Goals

A. Sanitary Sewer Mains

Scope of City's Responsibility -

Scope of City's Responsibility - The City will maintain the components of the public sanitary sewer system. This includes sanitary sewer mains, manholes, lift stations, wastewater treatment plants, and other components. The property owner shall be responsible for all the maintenance and repair and the costs associated therewith of the private sewer lateral from the structure to the City sanitary main line. (Ord. 313 Amended March 2012; Ord. 278, Amended, March 2008; Ord. 188 § 7, 1996) The City assumes no responsibility to inspect laterals up to and including the connection to the public system, even if that lateral and or connection is within the public right of way.

Schedule – The City's goal is to inspect and maintain the components of its sanitary sewer system on an on-going basis, with pump station inspections three times a week.

Equipment – The equipment used to perform maintenance will depend upon the equipment available and its effectiveness as determined by qualified staff.

Video Inspection –The City's sanitary sewer mains will be inspected by video camera on an on-going basis by City staff using City equipment.. Additionally any sewer mains located on a street where a street maintenance, paving or utility project is planned will be inspected before and after such a project. Sanitary sewer mains in a new development must be video recorded as part of the construction inspection procedure (not at City cost) before said mains are turned over to the City. Video inspection may also be used to inspect the system where there are possible problems. In addition, the City may require any main near a construction site to be televised before and after the construction (i.e., near blasting, digging, other activities that might disrupt the main, etc.)

If a developer chooses to use a vendor to perform the video inspection, the vendor performing the service will submit visual recordings and a written report summarizing and interpreting the findings of the video recording to the City. Records of the inspection will be kept for a minimum of 12 years.

B. Prioritization of Inspection and Maintenance

The sanitary sewer mains and facilities identified as Category 1 will receive periodic or less than ordinary routine maintenance as noted on sewer maps. The sanitary sewer mains and facilities identified on the sewer map as Category 2 will receive more frequent or ordinary maintenance and those identified as Category 3 will receive the most frequent maintenance (highest priority). When a sewer main or facility is identified as anything other than Category 2, the reasons why maintenance is needed on a different schedule will be documented. Sewer mains and facilities will receive maintenance according to the attached schedule.

The Public Works Director will determine whether a main or facility is Category 1, receiving less than ordinary routine sewer maintenance, Category 2, receiving more frequent or ordinary maintenance or Category 3, receiving the most frequent maintenance. Based on periodic assessment, maintenance will be adjusted and a sewer main may be moved from one category to another.

C. Sanitary Sewer Lift Stations

The City maintains lift stations using specific maintenance that is reasonable and recommended. The number of lift stations, location, date of installation, and capacity of each lift station is kept on record. Maintenance for each lift station is reflected in Standard Operating Procedures (SOP) and Standard Maintenance Procedures (SMP).

Components of SOP and SMP include:

- Easy availability of original manuals with manufacturers' recommended maintenance schedules for all lift station equipment
- Operating procedures for manipulating pump operations (manually or automatically) during wet weather to increase in-line storage of wet weather flows
- Setting wet well operating levels to limit pump start/stops
- Cleaning wet well
- Calibrating flow meters or conducting draw down tests
- Regular rotation of lead, lag, and backup pumps
- Regular inspections of lift station, alarm systems and electrical components (in the event of backup power, confirm that lift station alarm systems work even when power failures occur)
- Maintenance of operation logs and general records for all lift station activities, including inspections
- Clean force mains
- Identify problem areas/components

3. Inflow and Infiltration

Inflow is due to direct connections between the sewer and surface water sources, infiltration occurs when clear water gets into the sanitary sewer system. This may occur through cracks or leaks in the sewer pipes and manholes or through sump pumps incorrectly connected to the sanitary sewer system. Inflow and infiltration can lead to backups, overflows and unnecessary and expensive treatment of clear water.

City employees will periodically inspect manholes to identify any that contribute to this problem. Sanitary sewer mains will be maintained and inspected pursuant to the City's Sanitary Sewer Maintenance Policy. Where appropriate, smoke testing or other means may be used to determine locations in inflow.

4. Personnel Responsibilities and Requirements

A. Exercise of Professional Judgment

It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy. Further, it is expected that in emergency situations City employees will be required to exercise their discretion and weigh political, social, and economic considerations including but not limited to public and employee safety, the potential for damage to private property and the City sanitary sewer system, and environmental concerns.

B. Training and Education

The City will provide training to employees responsible for maintenance of and emergency response to issues with the sanitary sewer system. Training of employees will include education necessary to earn and maintain appropriate operator certifications. Training will also address standard operating

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procedures, proper use of equipment, emergency response and other topics required by state and federal regulatory agencies.

The emergency response plan is posted to assist all Public Works Department employees in the event of an emergency.

The responsible City employee will have a Class 1 collection systems operating license from the State of Oregon as required by the Department of Environmental Quality. The Treatment Plant Operator will have a Class 2 treatment plant operating license from the State of Oregon as required by the Department of Environmental Quality.

All Public Works Department employees are encouraged to cross-train and obtain certification in collection and treatment.

C. Work Schedule

Full-time City employees in the Public Works Department will be expected to work eight-hour shifts. In emergencies, employees may be required to work in excess of eight hours. Budget and safety concerns may limit the length of time an employee is permitted to work.

D. Weather Conditions

Regular sewer maintenance operations will be conducted only when weather conditions do not endanger the City employees and equipment. Factors that may delay sewer maintenance operations include, but are not limited to: severe cold, severe heat, flooding, rain, snow and other severe weather events.

5. Documentation

The City will document all of its inspection and maintenance activities and emergency responses for its sanitary sewer system. The City will also document circumstances that limit its ability to comply with this policy. A report should be prepared periodically for the purpose of evaluating maintenance activities and for determining goals for the future. These records will be kept in accordance with the City's records retention schedule.

6. Public Education

Articles will be published periodically in the City newsletter to provide information to residents about their responsibilities related to sanitary sewer service from the City of Yachats and tips about how to help the system operate efficiently. This information is also made available on the City's website. Additionally there may be special activities that impact residents, such as smoke testing, or construction activities, where the City will take an active role in advising impacted residents of the project at hand. Notices of smoke testing will be published in the newsletter and in the Announcement Section of the website well in advance. Door hangers will be used if necessary to alert residents of the testing procedure.

7. Other Sanitary Sewer System Policies

The City's Municipal Code, including Chapter 8.08. - Sewer Service System is available at City Hall and on the City's website.

8. Resources

EPA GUIDE FOR EVALUATING CAPACITY, MANAGEMENT, OPERATION, AND MAINTENANCE (CMOM) PROGRAMS AT SANITARY SEWER COLLECTION SYSTEMS, 2005, 126 pages, http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf

WASTEWATER COLLECTION SYSTEMS MANAGEMENT, WEF Manual of Practice No. 7, Sixth Edition, 2009, 242 pages

Emergency Response

(From the City of Yachats NPDES Permit)

Twenty-Four Hour Reporting

The permittee must report any noncompliance that may endanger health or the environment. Any information must be provided orally (by telephone) to DEQ or to the Oregon Emergency Response System (1-800-452-0311) as specified below within 24 hours from the time the permittee becomes aware of the circumstances.

- a. Overflows.
 - (1) Oral Reporting within 24 hours.
 - i. For overflows other than basement backups, the following information must be reported to the Oregon Emergency Response System (OERS) at 1-800-452-0311. For basement backups, this information should be reported directly to DEQ.
 - a) The location of the overflow;
 - b) The receiving water (if there is one);
 - c) An estimate of the volume of the overflow;
 - d) A description of the sewer system component from which the release occurred (e.g., manhole, constructed overflow pipe, crack in pipe); and
 - e) The estimated date and time when the overflow began and stopped or will be stopped.
 - ii. The following information must be reported to the Department's Regional office within 24 hours, or during normal business hours, whichever is first:
 - a) The OERS incident number (if applicable) along with a brief description of the event.
 - (2) Written reporting within 5 days.
 - i. The following information must be provided in writing to the Department's Regional office within 5 days of the time the permittee becomes aware of the overflow:
 - a) The OERS incident number (if applicable);
 - b) The cause or suspected cause of the overflow;
 - c) Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
 - d) Steps taken or planned to mitigate the impact(s) of the overflow and a schedule of major milestones for those steps; and
 - e) (for storm-related overflows) The rainfall intensity (inches/hour) and duration of the storm associated with the overflow.

The DEQ may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

b. Other instances of noncompliance.

- (1) The following instances of noncompliance must be reported:
 - i. Any unanticipated bypass that exceeds any effluent limitation in this permit;
 - ii. Any upset that exceeds any effluent limitation in this permit;
 - iii. Violation of maximum daily discharge limitation for any of the pollutants listed by the Department in this permit; and
 - iv. Any noncompliance that may endanger human health or the environment.
- (2) During normal business hours, the Department's Regional office must be called. Outside of normal business hours, the Department must be contacted at 1-800-452-0311 (Oregon Emergency Response System).
- (3) A written submission must be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission must contain:
 - i. A description of the noncompliance and its cause;
 - ii. The period of noncompliance, including exact dates and times;
 - iii. The estimated time noncompliance is expected to continue if it has not been corrected;
 - iv. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and
 - v. Public notification steps taken, pursuant to General Condition B.7
- (4) The Department may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

6. Other Noncompliance

The permittee must report all instances of noncompliance not reported under General Condition D.4 or D.5, at the time monitoring reports are submitted. The reports must contain:

- a. A description of the noncompliance and its cause;
- b. The period of noncompliance, including exact dates and times;
- c. The estimated time noncompliance is expected to continue if it has not been corrected; and
- d. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

7. Duty to Provide Information

The permittee must furnish to the Department within a reasonable time any information that the Department may request to determine compliance with the permit or to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit. The permittee must also furnish to the Department, upon request, copies of records required to be kept by this permit.

Other Information: When the permittee becomes aware that it has failed to submit any relevant facts or has submitted incorrect information in a permit application or any report to the Department, it must promptly submit such facts or information.

8. Signatory Requirements

All applications, reports or information submitted to the Department must be signed and certified in accordance with 40 CFR Section 122.22.

9. Falsification of Information

Under ORS 468.953, any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, is subject to a Class C felony punishable by a fine not to exceed \$100,000 per violation and up to 5 years in prison. Additionally, according to 40 CFR 122.41 (k)(2), any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a federal civil penalty not to exceed \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

Checklist for Responding to Sewer Overflows

1 Immediately respond to location to assess damages

- Always be calm and professional.
- ***Never admit or deny fault or liability.***

2 Determine the cause of the backup

- Take photos and detailed notes

A. If it is in the LATERAL LINES: (on private property)

- Advise the occupants that they need to arrange for cleanup.
- Provide a list of cleanup services, plumbers, etc. or refer them to the yellow pages.
- Clearly explain that the fault is not with the city and explain what they need to do. *Always* be courteous.
- **DO NOT** discuss fault or liability.
- If there is a question of fault, the city may elect to assist the homeowner with mitigation cost (not to exceed \$2,500) once the homeowner has signed the appropriate waiver. CIS may agree to reimburse city for those costs **ONLY** if a waiver has been signed by the homeowner.

B. If it is in the MAIN LINES:

- Report the incident immediately --
During normal business hours: 1-800-922-2684

After hours: (Oregon/Washington Claim Service)

1-800-824-1609

- Quickly arrange for initial clean-up by calling a cleaning contractor. If the home is un-inhabitable, tell the homeowner that the City will reimburse them for a night's stay at a local hotel.
- Explain to homeowner that a contractor has been called and will clean up the mess.
- Do not discuss fault or liability.
- Direct the occupant to city hall to file a report/claim.

Remember: You are the good guys. Be nice.

3. Guidelines to protect people and property:

- Treat the overflow as if it were TOXIC.
- Move uncontaminated property away from the overflow area.
- Keep pets, children, and others out of the overflow.
- Do not allow contact with the bare skin. Wash with clean water immediately.

One last thing: Review your procedures to ensure all lines are maintained and cleaned per written schedule and that all activities are documented. This is necessary to provide a successful defense of the city if we are sued!

Important Phone Numbers

List below: plumbers, cleaning companies, motels, Dept of Environmental Quality, city hall, etc.

CITY OF YACHATS
RESOLUTION NO. 2016-01-03

WHEREAS, the Employee Handbook was updated using a template supplied by City County Insurance Services based on the latest employment laws for the State of Oregon;

NOW THEREFORE, the City of Yachats resolves to adopt the attached updated Employee Handbook, marked "Exhibit A".

This Resolution is memorializing an action taken by City Council at the January 14, 2016 meeting and was effective as of that date.

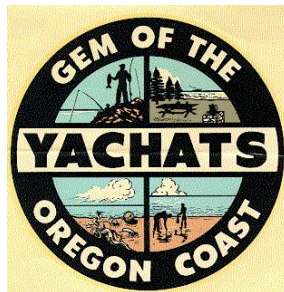
Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

EMPLOYEE HANDBOOK

City of Yachats



Adopted by City Council January 14, 2016

Welcome!

Welcome to the City of Yachats (The City) we are glad to have you on our team. At the City of Yachats, we believe that our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with Yachats, you will become a productive and successful member of the City team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between the City of Yachats and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of the City of Yachats with or without prior notice. This handbook supersedes any prior handbooks or written policies of Organization that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the City Administrator.

This handbook does not create a contract of employment between the City of Yachats and its employees. With the exception of employees subject to a collective bargaining agreement, all employment at the City of Yachats is "at will." That means that either you or the City may terminate this relationship at any time, for any reason, with or without cause or notice (unless you are subject to a collective bargaining agreement or written contract of employment). No supervisor, manager, or representative of the City other than the City Administrator has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by the City Administrator (or that is included in a collective bargaining agreement).

Contents

I. Equal Employment Opportunity (EEO) Policies	1
A. No-Discrimination Policy	1
B. No-Harassment Policy	1
Sexual Harassment	1
Other Forms of Prohibited Harassment	2
Bullying	2
Complaint Procedure	3
Investigation and Confidentiality	3
Protection Against Retaliation	3
C. Disability Accommodation Policy	3
Accommodations	3
Requesting an Accommodation	3
D. Policy on Non-Retaliation	4
Protection from Retaliation	4
Reporting Process	5
II. Employment Status	6
A. Probationary Period of Employment	6
B. Promotional Probation	6
C. Employee Classification	6
D. Reinstatement	7
E. Prior Service Credit	7
F. Timekeeping Requirements	7
E. Employee-Incurred Expenses and Reimbursements	8
F. Payroll Policies	8
G. Reporting Changes to an Employee's Personal Data	8
H. Performance Reviews	9
III. Time Off and Leaves of Absence	10
A. Attendance, Punctuality and Reporting Absences Policy	10
B. Vacation	10
C. Sick Leave	10

D. Holidays.....	11
E. Family Medical Leave	12
Statement of No FMLA/OFLA Coverage.....	12
F. Bereavement Leave.....	12
G. Jury and Witness Duty.....	12
H. Religious Observances Leave and Accommodation Policy	13
I. Crime Victim Leave Policy.....	13
J. Domestic Violence Leave and Accommodation Policy.....	13
K. Military Leave	14
IV. Employee Benefits.....	15
A. Healthcare Benefits.....	15
B. Employee Assistance Program (EAP)	15
C. Workers' Compensation and Safety On the Job	15
Steps to Take if You are Injured on the Job	15
Return to Work	15
Early Return-to-Work Program	16
Overlap with Other Laws	16
I. PERS (Public Employees' Retirement System) Benefits	16
V. Miscellaneous Policies.....	17
Prohibited Conduct.....	17
Prescription Medication and Medical Marijuana	17
Testing.....	17
Search of Property.....	18
Employee Refusal to Test/Search.....	19
Crimes Involving Drugs and/or Alcohol	19
Drug and Alcohol Treatment	19
Confidentiality	19
B. Cellular Devices Policy	20
Cell Phones and Cellular Devices in General (both City provided and personal cell phones/cellular devices)	20
Employee Use of City Provided Cell Phones/Cellular Devices	20
Employee Use of Cell Phones/Cellular Devices with Cameras.....	21
Cell Phones/Cellular Devices and Public Records.....	21

Cell Phone/Cellular Device Use While Driving	21
C. Use of City Email and Electronic Equipment, Facilities and Services.....	21
Ownership	21
Use	21
Inspection and Monitoring	22
Personal Hardware and Software	22
Unauthorized Access	23
Security.....	23
Inappropriate Web Sites	23
D. Social Media.....	23
Prohibited Postings.....	23
Encouraged Conduct.....	24
Request for Employee Social Media Passwords	24
E. Confidential City Information	24
F. Ethics.....	25
G. Open-Door Policy	25
H. Outside Employment	25
I. Criminal Arrests and Convictions	26
J. Political Activity.....	26
K. Bad Weather/Emergency Closing.....	26
L. Driving While on Business.....	27
M. Workplace Violence	27
N. Workplace Inspections – No Right to Privacy or Confidentiality	27
O. Smoke-Free Workplace.....	28
VI. Termination of Employment	29
A. Workplace Rules and Prohibited Conduct.....	29
B. Retirement or Resignation From Employment.....	30
C. References	31
Employee Acknowledgement	32

I. Equal Employment Opportunity (EEO) Policies

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with the City Administrator at any time if they have questions relating to the issues of harassment, discrimination or bullying.

A. No-Discrimination Policy

The City of Yachats provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran's status, or any other status protected by applicable federal, Oregon, or local law. This EEO policy applies to all aspects of the employment relationship – including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

B. No-Harassment Policy

The City of Yachats prohibits harassment of any kind in the workplace, or harassment outside of the workplace that violates its employees' right to work in a harassment-free workplace.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City -related or –sponsored trips (such as conferences or work-related travel), and during off-hours when that off-duty conduct creates an unlawful hostile work environment for any of Yachats' employees. ***Such harassment is prohibited whether committed by Yachats' employees or by non-employees, such as elected officials, members of the community, and vendors.***

Sexual Harassment

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

1. submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual

prowess, or deficiency; leering, whistling, touching, assault, sexually suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; or discriminatory treatment based on sex. This is not a complete list.

Other Forms of Prohibited Harassment

Other forms of prohibited harassment under the City's policy and Federal and Oregon law include harassment against an individual based on the individual's race, color, religion, national origin, age, sexual orientation, marital status, disability, protected activity, and any other status protected by applicable law.

Such harassment may include verbal, written or physical conduct that denigrates or shows hostility towards an individual because of any protected status, and can include:

- jokes, pictures (including drawings), epithets, or slurs;
- negative stereotyping;
- threatening, intimidating, or hostile acts that relate to a protected class; or
- written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

Bullying

The City strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on web sites for co-workers, managers or supervisors or elected officials.

Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and bullying. Further, all employees are responsible for respecting the rights of other employees and strictly adhering to the letter and spirit of this policy. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or the City Administrator, at any time if they have questions relating to the issues of discrimination, harassment, or bullying.

Employees are strongly encouraged to tell the harasser that the behavior is offensive and unwanted, and that they want it to stop. Employees who have experienced any harassment, discrimination, or bullying, are expected and required to bring the matter to the attention of Human Resources or a supervisor or member of management as soon as possible.

In addition, any employee who observes any conduct that he or she believes constitutes harassment, discrimination, or bullying, or who receives information about these types of incidents that may have occurred, must immediately report the matter to the City Administrator.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Protection Against Retaliation

The City prohibits retaliation in any way against any employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) harassing, discriminatory, or bullying conduct, or has participated in an investigation of such conduct. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See *also* the Policy on Non-Retaliation, below.

C. Disability Accommodation Policy

Accommodations

The City will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operation of the City.

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, the City) and which permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or

to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations, modifying training materials or policies, providing readers and interpreters or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position or participate in the employment process. All requests for accommodation should be made with the City Administrator, and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his or her need for a reasonable accommodation.

D. Policy on Non-Retaliation

The City's policy prohibits the taking of any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. All City employees, managers/supervisors and elected officials are encouraged to report in good faith all information regarding alleged improper or wrongful activity that may constitute:

- Discrimination or harassment;
- Fraud;
- Unethical or unprofessional business conduct;
- Noncompliance with City policies/procedures;
- Circumstances of substantial, specific or imminent danger to an employee, manager/supervisor, elected official or the public's health and/or safety;
- Violations of local, Oregon or federal laws and regulations; or
- Other illegal or improper practices or policies.

The City encourages timely disclosure of such concerns and prohibits retribution or retaliation against any employee (or member of the public) who, in good faith, reports such concerns. No employee, manager or supervisor will be exempt from the consequences of misconduct or inadequate performance by reporting his or her own misconduct or inadequate performance.

Protection from Retaliation

Any City employee, manager/supervisor or elected official who, in good faith, reports such incidents as described above will be protected from retaliation (defined as an adverse action taken because an individual has engaged in protected activities), threats of retaliation, discharge, or other discrimination including but not limited to discrimination in compensation or terms and conditions of employment that are directly related to the disclosure of such information. In addition, no City employee may be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations.

Reporting Process

Employees should timely report evidence of alleged improper activity as described above by contacting their immediate supervisor, department head or the City Administrator. Any instances of alleged retaliation or retribution should be reported in the same manner.

All reports will be handled as promptly and discreetly as possible, with facts made available only to those who need to know to investigate and resolve the matter.

II. Employment Status

A. Probationary Period of Employment

All new employees, including current employees who are promoted or transferred within the City, are hired into an probationary period that generally lasts no less than six (6) months. The probationary period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by your manager. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if your knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if the City meets your expectations of an employer.

At or before the end of the probationary period, a decision about your employment status will be made. The City will decide whether to: (1) Move you to regular, full-time or regular, part-time status; or (2) Terminate your employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both you and the City may terminate the employment relationship during the probationary period for any or no reason. Further, completion of the probationary period does not entitle you to remain employed by the City for any definite period of time. Both you and the City are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

B. Promotional Probation

Every promoted employee shall serve a probationary period of six (6) months. The promoted employee shall be compensated at the permanent rate of the higher job classification. If, before the end of the probationary period, the promoted employee fails to meet the required work standard, or at the employee's option, the promoted employee shall return to his/her previously held position and wage rate. No promoted employee shall be terminated from employment without just cause.

C. Employee Classification

The City classifies employees as follows:

1. Regular Full-time: Employment in an established position requiring 40 hours or more of work per week.
2. Regular Part-time: Employment requiring less than 40 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time.
3. Temporary: Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Participation in benefits programs for temporary employees is limited to eligibility for workers' compensation. Temporary employment can either be full-time or part-time.

Additionally, all employees are defined as either “exempt” or “nonexempt,” which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all the City’s rules and procedures.

D. Reinstatement

Employees who resign from the City of Yachats in good standing may be eligible for re-employment consideration. To determine eligibility, former employees must re-file an employment application with the City of Yachats. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. When a position becomes available, the hiring supervisor will review the former employee's performance record and the circumstances surrounding his/her departure from the City of Yachats. We are not obligated to rehire former employees.

E. Prior Service Credit

Employees who are rehired by the City of Yachats will receive credit for prior time worked as follows:

Employees who were terminated because of a reduction in workforce will receive credit for prior time worked for the purposes of benefit eligibility if they are re-employed within 12 months after the termination date.

Employees who voluntarily terminate their employment with the City of Yachats will receive credit for prior time worked for the purposes of benefit eligibility, subject to management approval, if re-employed within 12 months after the termination date. However, a new anniversary date will be established based on the date of reinstatement.

Rehired employees may be subject to a six-month probationary period and may be asked to attend all medical assessments required of employees otherwise hired.

F. Timekeeping Requirements

All non-exempt employees must accurately record time worked on a time card for payroll purposes. Employees are required to record their own time at the beginning and end of each work period, including before and after the meal period. Employees also must record their time whenever they leave the building for any reason other than City business. Filling out another employee’s time card, allowing another employee to fill out your time card, or altering any time card will be grounds for discipline up to and including termination. An employee who fails to record his or her time may be subjected to discipline as well.

Salaried exempt employees also may be required to record their time on either a time card or time sheet. These employees will be instructed separately on this process.

E. Employee-Incurred Expenses and Reimbursements

The City will pay actual and reasonable business-related expenses you incur in the performance of your job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by your supervisor/manager before they are incurred. The City will not pay for or reimburse the costs incurred by a spouse, registered domestic partner or travel companion who accompanies the employee on City - approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting their payment or reimbursement.

Some examples of actual and reasonable business-related expenses that the City will reimburse/pay for are:

- *Conferences or Workshops:*
- *Education:*
- *Meals:*
- *Mileage and Parking:* Employees will be reimbursed for authorized use of their personal vehicles at a rate established by the Internal Revenue Service. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by the City.

F. Payroll Policies

The City of Yachats issues payroll checks twice a month: the 15th and the last day of the month. If either of those days falls on a weekend or Monday Holiday, the payroll checks will be released on the Friday before. Payroll is calculated including the last day of the payroll period. In order to provide adequate time for personnel to process payroll, the time sheets will be submitted at least one day prior to the end of the period, using estimated hours for the final day. Adjustments will be made on the timesheet for the next payroll period if needed to accurately reflect time worked. Supervisors review and approve time sheets. Processed and signed checks may be released the day before payday. However they are not be deposited until the date shown on the check.

G. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current can be important to you with regard to pay, deductions, benefits and other matters. If you have changes in any of the following items, please notify the City Administrator to assure that the proper updates/paperwork are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

H. Performance Reviews

All City employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and termination. Any employee who fails to satisfactorily perform the duties of their position is subject to disciplinary action.

It is the City's goal is to provide an employee with his/her first formal performance evaluation within six months after hire or promotion. After the initial evaluation, the City will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than thirty days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

III. Time Off and Leaves of Absence

A. Attendance, Punctuality and Reporting Absences Policy

Employees are expected to report to work as scheduled, on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized City business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via a telephone call. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

B. Vacation

It is the policy of the City to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's contract.

Employees shall be eligible for paid vacation after six (6) months of continuous service with the City. Vacation benefits shall be computed from the date of hire.

Employees will accrue vacation hours on a monthly basis.

Vacations will be granted at the time requested by the employee, subject to supervisory approval and reasonable operational requirements. If the City is compelled by operational requirements to limit vacations, the employee with the greatest seniority shall be given preference of choice for vacation dates. This seniority right shall be exercised only once per fiscal year.

Any employee who resigns, is laid off, discharged, or retires from the service of the City for any reason prior to taking his/her vacation shall be compensated by check for all earned but unused vacation she/he accumulated at the time of separation.

In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.

Employees are not entitled to pay in lieu of taking time off for vacation.

C. Sick Leave

The City recognizes that an employee's inability to work because of illness or injury may cause economic hardship. For this reason, the City provides paid sick days employees. The days are provided only for the employee's own illness or injury.

Employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of active employment.

Employees shall be allowed sick leave compensation when an employee is unable to work because of illness or injury or communicable disease. Sick leave may be used for attending to illness, injury or disease in the employee's immediate family.

Abuse of sick leave is cause for disciplinary action up to and including discharge.

An employee who returns following a layoff or a leave without pay shall have reinstated sick leave credits previously accrued.

In the event of any employee's death or retirement, the beneficiary or employee shall receive fifty (50) percent cash value of all accrued sick leave. All lump sum payment or credits for accumulated sick leave in these instances will be calculated at the same pay rate as existed at the time of the employee's death or retirement. Only employees who have worked for the City for ten (10) years shall be eligible for the retirement cash-out.

Any City employee may donate a portion of their own accumulated sick leave to another City employee who is off work and who has exhausted their sick leave. Employees may donate up to eighty (80) hours of sick leave, as long as they retain a balance of at least forty (40) hours of their own account.

A medical leave of absence without pay for a period of six (6) months may be granted any regular employee with at least one (1) year continuous service prior to the medical leave. The City shall maintain the employee's insurance benefits during their absence and the employee shall continue to accrue seniority. The employee shall be returned to his/her same position upon completion of such leave. The leave period may be extended with the approval of the City.

D. Holidays

The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas

Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever the holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

An employee on an authorized sick leave or vacation when a holiday occurs shall not have such holiday charged against the leave or vacation.

The rate an employee shall be compensated for working a holiday shall not exceed the rate of two (2) times the normal rate of pay in addition to holiday pay.

Regarding covering holidays for state-mandated tests, the Public Works supervisor shall solicit volunteers previous to each holiday. Holiday overtime assignments shall be assigned on the basis of seniority if there is more than one volunteer. If all employees refuse then the supervisor may assign the overtime to the least senior employee.

If the holiday falls on the employee's scheduled day off, the employee shall receive hour-for-hour compensated time off.

E. Family Medical Leave

Statement of No FMLA/OFLA Coverage

City employees are not eligible for leaves of absence under the Oregon Family Leave Act (OFLA) or the federal Family Medical Leave Act (FMLA) due to the entity's small size.

One exception is that the City will honor requests from eligible employees to take a leave of absence under the Oregon Military Family Leave Act. Thus, during a period of military conflict, as defined by law, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces ("Military Spouse"), and who has been notified of an impending call or order to active duty (or who has been deployed) is entitled to a total of 14 days of unpaid leave per deployment after the Military Spouse has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment. To be an eligible employee and entitled to this leave, the employee must have worked an average of 20 hours per week prior to beginning the requested leave.

F. Bereavement Leave

A leave of absence with pay for up to three (3) days if in-state and five (5) days if out-of-state shall be granted an employee when a death in the employee's family requires the employee's absence. Should circumstances require an employee to be absent longer than the three (3) or five (5) days, the days in excess shall be charged against accumulated sick leave and vacation leave.

G. Jury and Witness Duty

When an employee is called for jury duty or subpoenaed to appear in court as a witness related to his/her employment with the City, he/she will not suffer any loss of pay. She/he shall transfer any and all compensation less mileage allowance received to the City and receive his/her regular compensation for the time covered by the absence. Time not worked because of such service will not affect vacation or sick leave accrual.

H. Religious Observances Leave and Accommodation Policy

The City respects the religious beliefs and practices of all employees. The City will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the City Administrator.

I. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his or her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to the City Administrator as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, the City may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

J. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his or her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or similar paid time off while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the City Administrator as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give oral or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any other person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact the City Administrator immediately with requests for reasonable safety accommodations.

K. Military Leave

Employees who wish to serve in the military and take military leave should contact the City Administrator for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

IV. Employee Benefits

A. Healthcare Benefits

Employees who meet the definition of “benefit eligible” under both City policy and that of its health insurance provider are entitled to the benefit options offered by the City. Generally speaking, that means the City offers medical/vision and dental insurance for all of its regular, full-time employees and their dependents. The City and the employee split the increase in premium 50/50 each year over the base rate that was established to be paid by the City.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by the City. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by the City, employees will be advised and provided with copies of relevant plan documents. Copies are available from the City Administrator.

B. Employee Assistance Program (EAP)

This free, confidential service is provided to all employees covered by our medical insurance benefits, and their covered dependents who may be experiencing life problems. Information regarding this service can be obtained by contacting the City Administrator..

C. Workers' Compensation and Safety On the Job

You are protected by Workers' Compensation Insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

Steps to Take if You are Injured on the Job

To ensure that you receive any workers' compensation benefits to which you may be entitled, you must do all of the following:

1. Immediately report any work-related injury to your supervisor. You must report the injury at the time it happens, and no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to City Administrator.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return to Work

If you require workers' compensation leave, the City will strive to reemploy you to the most suitable vacant position available. However, you must first submit documentation from a health care provider who is familiar with your condition demonstrating your ability to return to work and perform the essential functions of the position.

When returning from a workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position

is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Overlap with Other Laws

The City will account for other leave and disability laws that might also apply to your situation, such as the ADA and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the Americans with Disabilities Act and/or applicable Oregon laws covering disabilities in the workplace.

I. PERS (Public Employees' Retirement System) Benefits

The City participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. For information about the City's contributions to employee PERS or OPSRP plans, please see the City Administrator.

V. Miscellaneous Policies

A. Alcohol/Drug Use, Abuse and Testing

Alcohol/Drug Use, Abuse and Testing Policy

Prohibited Conduct

The following conduct is strictly prohibited and will result in disciplinary action up to and including termination:

- a. Possession, sale and/or use of drugs on City premises, while in City provided clothes, while on City or work-related travel, or while on City business;
- b. Failure to notify the City of an arrest or conviction under any criminal drug or alcohol statute within two days of the arrest or conviction;
- c. Possession and/or consumption of alcoholic beverages or being under the influence of alcohol during work hours, while in City provided clothes or on City premises, while operating a City vehicle (or while operating a personal vehicle in connection with the performance of City business), or while performing job functions other than at the employee's home; or.
- d. Being under the influence of drugs while on duty, on City premises, on City work time, while in City provided clothes, while on City business, or while operating an City vehicle (or while operating a personal vehicle in connection with the performance of City business).

As used in this policy, "drug" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.

Prescription Medication and Medical Marijuana

An employee who uses prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or that may affect the safety or well-being of others, must notify the City Administrator of such use immediately before starting or resuming work. This includes, without limitation, medical marijuana. Employees who use medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as City will not agree to allow an employee to use medical marijuana as an accommodation. (See "Disability Accommodation Policy," above.)

Testing

The City reserves the right to:

- a. subject applicants who are given a conditional offer of employment in a safety-sensitive position to a drug and/or alcohol test;
- b. test employees reasonably suspected of using drugs or alcohol in violation of this policy;

- c. discipline or discharge employees who test positive or otherwise violate this policy; and
- d. test employees after an on-the-job accident.

The phrase "reasonable suspicion" (or in any variation) used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:

- a pattern of abnormal or erratic behavior;
- information provided by a reliable and credible source;
- a work-related accident;
- direct observation of drug or alcohol use;
- presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- unexplained significant deterioration in individual job performance;
- unexplained or suspicious absenteeism or tardiness;
- employee admissions regarding drug or alcohol use; and
- unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the City Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate his/her "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by the City Administrator. The letter of notification shall state the particular substance identified by the laboratory tests. The employee may request a third test of the sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, the City may search the employee's possessions located on City property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to City property, or in property, equipment or supplies provided by City to employee.

Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report:

- any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- entry into a drug court or diversion program; or
loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action up to and including termination.

Drug and Alcohol Treatment

The City recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes that he or she has a problem involving the use of alcohol or drugs should ask a supervisor or the City Administrator for assistance.

The City will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and the City to the extent its existing benefits package covers some or all of the program costs.

Although the City recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of the City's policy is discovered, the employee's willingness to seek the City's or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such

information to any other person, agency, or the City is prohibited unless written authorization is obtained from the employee.

B. Cellular Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones, Androids, and similar devices), tablets and similar devices, all of which are referred to as “Cellular Devices” in the Cellular Devices Policy.

Cell Phones and Cellular Devices in General (both City provided and personal cell phones/cellular devices)

Employees are allowed to bring personal cell phones and Cellular Devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City provided cell phones/Cellular Devices may not violate the City’s policies against harassment and discrimination. Thus, employees who use a personal or City provided cell phone/Cellular Device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) that is harassing or otherwise in violation of the City’s no-harassment and no-discrimination policies will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or City provided cell phone/Cellular Device for work purposes outside of their normal work schedule without written authorization in advance from the City Administrator. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

Employee Use of City Provided Cell Phones/Cellular Devices

Cell phones/Cellular Devices are made available to City employees on a limited basis to conduct City business. Determinations as to which employees receive City provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or Cellular Device. In some cases, the City may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of the City away from the office (see City Administrator for more information).

Employees who receive a cell phone or Cellular Device from the City must agree to not use the cell phone/Cellular Device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or Cellular Device from the City must acknowledge and understand that because the cell phone/Cellular Device is paid for and provided by the City, or subsidized by the City, any communications (including text messages) received by or sent from the cell phone/Cellular Device may be subject to inspection and review if the City has reasonable grounds to believe that the employee’s use of the cell phone violates any aspect of the Cellular Device Policy or any other City policy. An employee who refuses to provide the City access to his/her personal cell phone/Cellular Device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Employees may not use City provided cell phones or Cellular Devices to call 1-900, 1-976 or similar “pay per minute” services. Further, family and friends may not use an employee’s City provided cell phone/Cellular Device.

Employee Use of Cell Phones/Cellular Devices with Cameras

Cameras of any type, including cell phones with built-in cameras and video photography devices, may not be used during working hours, or at any City sponsored function unless authorized to do so by the City Administrator.

Cell Phones/Cellular Devices and Public Records

City related business conducted on City provided or personal cell phones/Cellular Devices, may be subject to disclosure under Oregon’s Public Records laws.

Cell Phone/Cellular Device Use While Driving

The use of a cell phone or Cellular Device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of hand-held cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by the City.

Employees are prohibited from using hand-held cell phones for any purpose while driving on City authorized or City related business. This policy also prohibits employees from using a cell phone or other device to send or receive text or “instant” messages while driving on City business. Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or Cellular Device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

C. Use of City Email and Electronic Equipment, Facilities and Services

The City uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, e-mail, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such City property.

Ownership

All information and communications in any format, stored by any means on or received via the City’s electronic equipment, facilities or services is the sole property of the City.

Use

All of the City’s electronic equipment, facilities and services are provided and intended for City business purposes only and not for personal matters, communications or

entertainment. Access to the Internet, web sites and other electronic services paid for by the City are to be used for City business only. This means, for example, that employees may not use the City provided Internet, or City electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate the City's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind ;
- Engage in any activity that violates the rights of any person or company protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other City specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, and movies and TV shows. Streaming audio is allowed, providing it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use City provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). City email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

Inspection and Monitoring

Employee communications, both business and personal, made using City electronic equipment, facilities, and services are not private. Any data created, received or transmitted using City equipment, facilities or services are the property of the City and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on the City's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the City's ownership of the electronic information, electronic equipment, facilities, or services, or the City's right to inspect such information. The City reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of the City's electronic equipment, facilities and services, including all communications and internet usage and resources visited. The City will override all personal passwords if it becomes necessary to do so for any reason.

Personal Hardware and Software

Employees may not install personal hardware or software on the City's computer systems without approval from the City Administrator. All software installed on the City's computer systems must be licensed. Copying or transferring of City owned software may be done only with the written authorization of the City Administrator.

Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by City management. No employee can examine, change or use another person's files, output or user name unless they have explicit authorization from the City Administrator to do so.

Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Web Sites

The City's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate the City's policies on harassment and discrimination.

D. Social Media

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of the City or the City's legitimate business interests may result in disciplinary action up to and including termination.

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate the City's no-harassment and no-discrimination policies and that include discriminatory remarks, harassment, or threats of violence or similar inappropriate or unlawful conduct.

Do not create a link from your blog, website or other social networking site to a City owned or City maintained website without identifying yourself as a City employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are a City employee, and make it clear that your views do not represent those of the City or its employees or elected officials.

Encouraged Conduct

Always be fair and courteous to co-workers, the citizens we serve, the City's employees and elected officials, and suppliers or other third parties who do business with the City. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

Maintain the confidentiality of the City's confidential information. Do not post internal reports, policies, procedures or other internal, City related confidential communications or information. (See "Confidential City Information" policy, below.)

Request for Employee Social Media Passwords

The City's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a user name and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits the City from requiring an employee to produce content from his or her social media or internet account in connection with a City sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

E. Confidential City Information

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with City policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City) may be removed from our premises without permission from the City. Likewise, any materials developed by the City's employees in the performance of their jobs is the property of City and may not be used

for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to the City's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

F. Ethics

At the City, we believe in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of the City or the City's citizens.

We at the City are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If you are coming to the City from work in the private sector, you may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If you have questions about whether an activity meets the City's or Oregon's ethical standards, please talk with your manager. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action up to and including termination.

G. Open-Door Policy

The City's Open Door Policy is based on our belief that employee suggestions for improving the City are welcome at any time. If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in the City, please raise them first with your immediate supervisor. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Administrator.

H. Outside Employment

Generally, employees may obtain employment with an employer other than the City or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of City time (including the employee's work time), facilities, equipment and supplies, or the prestige or influence of the employee's position with City. In other words, the employee may not engage in private business interests or other employment activities on the City's time or using the City's property;

- The performance of an act that may later be subject to control, inspection, review or audit by the department for whom the employee works; or
- Receipt of money or other consideration for performance of duties that the employee is required to perform for the City.

The City requires employees to report outside employment to their City Administrator on an annual basis, or sooner if any changes in outside employment occurs.

I. Criminal Arrests and Convictions

Employees must promptly and fully disclose to their supervisor on the next working day:

1. All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on City property, or in an City vehicle (see “Alcohol/Drug Use, Abuse and Testing” policy above);
2. All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
3. If you are arrested, cited or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, including termination.

J. Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of City employees to express their personal political views.); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

K. Bad Weather/Emergency Closing

Except for regularly scheduled holidays identified by the City (see “Holidays” section, above), the City is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond our control, such as inclement weather, a national crisis, or other emergencies that make one or more of our office locations inaccessible for all or part of a regularly scheduled workday, the City Administrator (or his/her designee) will decide whether to and to what extent the City will close. Employees will be reached via phone or text message.

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If you cannot safely report to work in such circumstances, you should contact your manager. If staff cannot reach the office and are able to serve the City from home, you should do so subject to approval by your manager or supervisor. Safety and a trustworthy approach are your guides.

L. Driving While on Business

Employees using a private vehicle to conduct the City's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized City business use should make any necessary arrangements with their insurance carriers.

The City may verify the validity of your driver's license and/or your driving record at the time of hire and at any point during your employment. Once you are employed with the City, we will receive automated reports from the Department of Motor Vehicles (DMV). The reports notify the City when there are transactions on your driving record such as speeding tickets and citations.

While on City business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, above.

M. Workplace Violence

The City recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee or member of the public against another person's life, health, well-being, family, or property will be dealt with in a zero tolerance manner by the City.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with the City, or that threaten the safety, security or financial interests of the City. Employees should make such reports directly to the City Administrator.

The City also may conduct an investigation of a current employee where the employee's behavior raises concerns about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

N. Workplace Inspections – No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by the City pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voice mail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voice mail and computer systems assigned to them by the City; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

O. Smoke-Free Workplace

The City provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars and e-cigarettes), and the use of oral tobacco products or "chew/spit" tobacco. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

The City buildings and vehicles are tobacco-free areas. Tobacco use is prohibited during working hours. Further, the City prohibits tobacco use in or around City vehicles and equipment or machinery.

If you wish to smoke, you must do so outside of the City's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows. The City has established employee smoking areas that your supervisor can show you.

VI. Termination of Employment

A. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the City's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other City records.
- Recording of work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time sheets (your own or another employee's).
- Theft or the deliberate or careless damage or destruction of any City property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of City equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on City property.
- Carrying firearms or any other dangerous weapon on City premises at any time.
- Engaging in criminal conduct while at work.
- Causing, creating or participating in a significant or substantial disruption of work during working hours on City property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another City employee, customer or vendor.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you.
- Sleeping or malingering on the job.
- Excessive personal telephone calls during working hours.
- Unprofessional appearance during normal business hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City.
- Misrepresentation of City policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City. Employees may not use the City's name, logo, likeness, facilities, assets or other resources of the City for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or City policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the City or outside regulatory or legislative bodies.
- Failing to timely pay water/sewer/tax accounts with the City on time, and/or whose City provided services are disconnected. This includes, without limitation,

situations where the employee writes a check to the City that is refused for payment due to non-sufficient funds.

- Harassment or discrimination that violates City policy.

This statement of prohibited conduct does not alter the City's policy of at-will employment. With the exception of employees subject to a collective bargaining agreement or contract of employment, the City remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Corrective Action/Discipline Policy

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet City standards, the City will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City policies, procedures and rules and for other inappropriate behavior or conduct, the City may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City may also choose to send the employee to training or an education opportunity.

In all cases, the City retains sole discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case. Accordingly, the City reserves the right to proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when the City deems such action appropriate. The City retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

B. Retirement or Resignation From Employment

If you choose to resign or retire, it is anticipated that you will give the City as much notice as possible – preferably a minimum of two weeks. When giving your two-weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two-weeks' notice of your intent to leave the City, you will not be eligible for re-employment at a later date.

Employees who miss three or more consecutive work days without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with the City Administrator before making a final decision.

Employees must return all City property, including phones, computers, identification cards, credit cards, keys, and manuals, to the City Administrator on or before their last day of work.

C. References

All requests for references or recommendations must be directed to the City Administrator. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing LinkedIn “recommendations” or using a website on the internet to discuss a current or former employee’s performance.

By policy, the City discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

Employee Acknowledgement

Acknowledgment of Receipt of 2016 Personnel Policies

I acknowledge that I have received and will read a copy of City of Yachats 2015 Personnel Policies. I also understand that a copy of the Personnel Policies] is available to me at any time to review in the Document Library and in the City Administrator's Office.

I understand that the City of Yachats has adopted the Personnel Policies only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in the City's sole discretion. I also understand that the Personnel Policies control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either the City or I may terminate my employment relationship at any time, for any or no reason, with or without cause, and with or without advance notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City's policies regarding equal employment opportunity and provides a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to my supervisor, the City Administrator, or any trusted manager or supervisor.

During my employment with the City, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new polices as issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Employee Signature

Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.

CITY OF YACHATS
RESOLUTION NO. 2016-01-04

WHEREAS, City Council interviewed John Moore and Lisa McGrath for membership on the Budget Committee and Finance Committee at the January 14, 2016 meeting;

NOW THEREFORE, the City of Yachats makes the following reappointments and appointments:

Budget Committee:

Brad Webb	Reappointment	Seat E	Term Ends December 31, 2018
Lisa McGrath	Appointment	Seat D	Term Ends December 31, 2018

Finance Committee:

Lisa McGrath
John Moore

This Resolution is memorializing an action taken by City Council at the January 14, 2016 meeting and was effective as of that date.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

CITY COUNCIL AGENDA COVER-SHEET
--

From: Nancy Batchelder, City Recorder

- ☒ Regular Meeting Agenda Item ☐ Work Session Discussion Topic
- o Add to agenda for _____ meeting.
 - o Continue this item until _____.
 - o Item dismissed.

DATE: February 4, 2016

Title: Hiring Procedures

Item: The Hiring Procedures, which had been included in the 2012 Personnel Policy Manual, were not included in the updated Employee Handbook that was adopted in January.

So, I drafted them as a separate Administrative Policy The only change that I made was to change duties previously assigned to the City Recorder and Public Works Director to the City Administrator.

Related Goal:

Reference And Review Material:

Budget Impact:

Additional Information:

Attachments: Administrative Policy – Hiring Procedures

Administrative Policy - Hiring Procedures

Vacancies/new positions

Vacant or new city positions may be filled by a transfer or promotion of a current city employee or by recruitment for new employee. Current employees shall be provided opportunity for personal advancement, therefore newly authorized or vacant positions shall be posted in City Hall for current staff prior to open public recruitment. Qualified employees applying for promotion or transfers to other positions within the city shall be considered and may be hired without further outside recruitment.

Recruitment

Notice of all job openings within the city shall be posted on a city bulletin board for a period of five working days, with a copy mailed to the union. Positions may be concurrently publicized by posting an announcement in a newspaper of general circulation, but no hiring commitment or decision will be made until the internal posting period as expired. Announcements shall specify the title and salary range; the date of closing for the acceptance of applications; the nature of the work to be performed; education and experience required, and any other pertinent information.

Application for employment

Application forms shall be furnished by the City Administrator to all applicants. An application form must be on file for each person considered for the position. Résumés may be included with the application form. Applications shall be accepted only when there is an open and listed job vacancy. Every person must fill out an application form to be considered an applicant. Applicants must specify the job applied for. Only applications received prior to the cutoff date shall be considered. Unsolicited résumés shall not be accepted or considered.

The file of applications for each opening shall be retained by the city for three (3) years after the date of hire.

Qualification standards: new hires/promotions

Each application shall be reviewed to ascertain the individual applicant's education, experience and other qualifications for the position offered, concentrating on the essential functions of the job.

Qualifications of an applicant for a position in city service shall be ascertained on the basis of one or more of the following:

- Information contained on the application form;
- Written performance or physical tests oral interviews, or any combination thereof;
- Qualifications required for certification under state law; or
- Other requirements as specified by the Council in the position description.
- Any examinations required for various positions may be administered by the department head/supervisor.

The City of Yachats does not hire persons under 18.

Interview process

The City Council shall fill the positions of City Administrator, City Attorney, City Planner and Municipal Judge. For all other classifications of City employment, the City Administrator shall fill the position. The City Administrator may ask others for assistance with the interview process.

After an individual is employed by The City of Yachats in a position that includes duties performed under a Federal contract, the City will use the federal E-Verify program to validate social security numbers.



486 E STREET • COOS BAY, OR 97420 • (541) 266-8601 • FAX (541) 266-8681
609 SW HURBERT STREET • NEWPORT, OR 97365 • (541) 264-7040 • FAX (541) 264-7041

▪ MONTHLY PROJECT STATUS REPORT ▪

Date:	January 29, 2016	Project Number:	3401-002
Project:	City of Yachats – South Tank and Pump Station Water Improvements		
Reporting Month:	January 2016		
Project Manager:	Matt Wadlington, P.E.		

Narrative of Monthly Progress:

This month the survey of the existing conditions at the tank site and Crestview Drive was completed including locations of existing water and sewer utilities. We have added the new survey points into the design drawings and have continued work on drafting plans. The plans are currently at 60 percent completion.

In addition to design, we have been in touch with Central Lincoln PUD, discussing available power at the proposed pump station site.

Finally, we are finishing an alternatives analysis to be reviewed by the City in the next month for a more permanent storm drainage conveyance design on Crestview drive. This was added as an addendum after the landslide that occurred in December on Crestview Drive.

Update on Budget Status:

The table below summarizes the Engineering project budget, to date. The original budget was \$162,310.00. This month an addendum for the additional design of the storm drainage down Crestview Drive, the new contract amount ("Total Contract Amount column) for each task and the sum total equaling \$169,010.00. As shown in the "Total Billed" column, the total engineering costs invoiced toward the contract to date are \$67,227.16 or around 40% of the overall budget. We feel the billing is commensurate with the progress made on the project.

MONTHLY PROJECT STATUS REPORT
YACHATS – SOUTH TANK AND PUMP STATION
JANUARY 2016

Phase Description	Total Contract Amount	Total Hours Worked	Total Billed	% Complete	Contract Remaining
Phase 1: Preliminary Engineering	\$ 57,759.00			68%	\$ 18,506.25
1.0 Administration of Site Clearing, Access Rd, and Tree Removal	\$ 15,279.00	71.5	8,920.50	58%	\$ 6,358.50
2.0 Preliminary Reservoir Sizing Evaluation	\$ 12,688.00	82.75	8,281.31	65%	\$ 4,406.69
3.0 Preliminary Design of Booster Pump Station and PRV Station	\$ 4,492.00	3	314.44	7%	\$ 4,177.56
4.0 Preliminary Geotech Evaluation and Report	\$ 15,815.00	11	15,815.00	100%	\$ -
5.0 Preliminary Cost Estimates	\$ 2,617.00	18.25	730.00	28%	\$ 1,887.00
6.0 Preliminary Project Schedule	\$ 1,100.00	4	520.00	47%	\$ 580.00
7.0 Preparation of Preliminary Design Technical Memorandum	\$ 5,768.00	70.25	4,671.50	81%	\$ 1,096.50
Phase 2: Final Design and Construction Engineering Services	\$ 111,251.00			25%	\$ 83,276.59
8.0 Final Engineering Design Services	\$ 59,835.00	216.5	26,664.88	45%	\$ 33,170.12
9.0 Engineering Services During Construction	\$ 32,938.00	0	896.78	3%	\$ 32,041.22
10.0 Post Construction Engineering Services	\$ 11,778.00	0.5	412.75	4%	\$ 11,365.25
AD 1: Storm Drainage Design Crestview Dr	\$ 6,700.00	0	0.00	0%	\$ 6,700.00
Total:	\$ 169,010.00	477.75	\$ 67,227.16	40%	\$ 101,782.84

Update on Project Schedule:

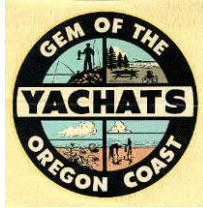
We will be looking to have the plans complete and ready to bid by March in order to be ready for construction by the summer. We are on track to meet that date.

Preview of Upcoming Events (next month +-):

We will continue work on the design and will provide the City with an analysis of two storm drainage designs for Crestview Drive. We will also send the City a copy of the 65% plans for review.

Additional Notes or Follow Up (if applicable):

We discussed the likely retaining wall with a structural engineer. Between them and the geotechnical engineer, they are recommending a soil nail retaining wall. We have asked them for a proposal to design the wall. Depending on the cost, we may need to negotiate an additional fee to cover the added design. We originally planned to require the contractor to include this cost in their bid, but based on the sensitive nature of the site, particularly after the slide last month, we are recommending that this be addressed up front.



City of Yachats

Public Works Department
500 W. 7th St.
P.O. Box 345
Yachats, OR 97498

Date: Feb. 1st 2015

To: City Council and Public Works & Streets Commission

From: Rick McClung & David Buckwald

Re: January 2016 Public Works Report **Subject:** Work Outside of Normal Operations

Department	Subject	Description
Buildings	Commons	Ordered all new exterior fire rated doors to be installed by contractor. Work will begin in a week or 2 -This is a Fire Marshal requirement.
Buildings	Commons Shelter	Painted continuous aluminum gutters will be installed on the west side of the Commons Picnic Shelter. Work will begin soon
Buildings	Public Works	New gutters will be installed on the UV building & segments of the Blower and Breakroom buildings. All will be replaced with painted continuous aluminum gutters
Buildings	Public Works Shop	Installed new hand rails on both staircases to mitigate safety issues.

Streets	Blackstone Gates	New heavy duty gates have been ordered. A portion of Gimlet Way does not meet City Code because it is too steep. The gates will close the road in that portion.
Streets	Crestview Ln. Landslide	Ray Wells Excavation performed the slide repair. Road is reopened and has an improved drainage system installed for future growth.
Wastewater	Department of Environmental Quality	DEQ compliance inspection—went well, no issues
Wastewater	Smoke Testing Enforcement	Inspected and approved the remaining 2015 smoke testing deficiencies except the Dublin House Motel. The Dublin requested an extension of time due high water table. I gave them 90 days.
Wastewater	Inflow & Infiltration	CCTV 325 feet of sewer collection pipe looking for inflow & infiltration as well as logging pipe conditions and lateral locations.
CIP Wastewater	Decant Center	Reece Engineering is drawing the plans and estimating construction cost for the Decant Basin. Will send to DEQ for approval when plans arrive.
Water Wastewater	5 years CIP Planning	Water and Wastewater Leads met with Public Works & Streets Chairman Bob Bennett, Bob is a good tutor and helped layout the structure that the Finance Committee would like to see.

Water	10" mainline –Big leak repair (100 gpm)	Field Crew Russ Roberts and Jeremy Mabe did an outstanding job repairing this big water main. This leak most likely started about a month ago.
Water	New Fire Hydrant Installation	Field Crew replaced old hydrant on Oceanview Dr. This was an O&M planned project.
Water	New SCADA system at WTP	New SCADA Software and PLC Code was installed by Contractors. WTP operator is performing all the integrating and graphic arts for the HMI portion of the SCADA system.
CIP- Water	South Reservoir	Added a new storm drainage task order to the project - preliminary engineering is 60% complete
CIP -Water	Looping Project	Blackstone water system is on-line, all reservoirs, booster stations and services are now activated. SCADA system improvements to begin in a couple of weeks.
CIP- Water	101 Waterline Replacement	Met with Reece Engineering and the Contractor to discuss logistics. Contractor has begun staging for the job.
CIP-Water	Surfside & Reeves Circle waterline replacement	Reece Engineering prepared bid documents and are now soliciting contractors for the project.

To: Yachats City Council
From: Bob Bennett, Emergency Planning Committee
Subject: February 2016 Status Report

February 4, 2016

The Emergency Planning Committee (EPC) met on February 2nd with a focus on developing the objectives for the Cascadia Event in June. Frankie Petrick, YRFPD Chief, participated in the discussions. There was not enough time to work on the logs for the slide so it was assigned as homework for the Committee members.

- Cascadia Event on June 7th based on a 6.0 quake and no tsunami.
 - Basic objective is to define how to manage an Emergency Operations Center which involves both the City and YRFPD.
 - Event at this time is based on a 1,000 GPM leak on the M Gallon tank caused by the quake.
 - YRFPD would be organizing and evacuation of residents below the tank.
 - More details under development for doing this as a Table Top Exercise.
 - Will require an approved procedure for use of the reverse 911 system (currently under review by Jenny Demaris)
- Cascadia Event on June 10th based on a 9.0 quake with a tsunami.
 - Organize a City wide evacuation drill.
 - Basic objectives are listed below:
 - Allow citizens to understand how long it would take to reach a safety zone.
 - Identify staging areas where evacuees would assemble (would be done in advance and marked).
 - Develop a short list of 4-6 next steps evacuees would do after reaching a safety zone (would be done in advance).
 - Preliminary work which must be completed before the end of April:
 - Coordinate with ODOT for allowing multiple crossing of US 101 by citizens and visitors.
 - Need signage announcing event and signage placed on US 101 for notice on the day of the evacuation drill.
 - Work with business community for participation during the drill.
 - Prepare fliers and instructions prior to the drill for distribution including handouts for business.

- Coordinate with LCSO for law enforcement support for traffic management.
- Get list of volunteers to staff staging areas and assist in crossing US 101.

The Committee also urges that south emergency supply container and the construction of the south water storage tank pump station be combined into a single building as they appear to occupy the same location based on current plans. The Public Works Commission supports this view and asked Rick McClung to request and estimate from Civil West. Request this option be presented to the City Council and the Finance Committee.

- Work deferred till after Cascadia Event:
 - o Complete work on the updated Appendixes for the Emergency Plan from the last table top.
 - o Begin draft of Emergency Debris Management Plan for Yachats

CC: Emergency Planning Committee, Walt Weyand, Larry Nixon, Don Goth, Bill Watson, Nancy Batchelder, Rick McClung, Kimmie Allison, Frankie Petrick, Jenny Demaris

Revenues and Expenditures 2016-7

1/31/2016

Account	Budgeted Revenue	Revenue to Date	Difference	% Received	Outliers	Budgeted Expenitures	Expenditures to Date	Difference	% Expended	Outliers
					58.33%					58.33%
General (10)	889,520.00	803,273.93	(86,246.07)	90.30%		889,520.00	692,689.89	196,830.11	77.87%	?
Visitor Amenities (12)	534,309.00	557,644.24	23,335.24	104.37%		534,308.00	311,062.08	223,245.92	58.22%	
Capital Reserve (15)	2,022,554.00	2,349,582.34	327,028.34	116.17%		2,022,554.00	880,354.96	1,142,199.04	43.53%	
Sys. Dev. (16)	82,524.00	202,257.30	119,733.30	245.09%		82,524.00	20,000.00	62,524.00	24.24%	
Debt Service (17)	86,517.00	86,517.00	0.00	100.00%		86,517.00	0.00	86,517.00	0.00%	
Hwy 101 Project (20)	1,237,309.00	727,135.27	(510,173.73)	58.77%		1,237,309.00	83,944.92	1,153,364.08	6.78%	
Streets (21)	182,164.00	177,203.65	(4,960.35)	97.28%		182,164.00	79,375.58	102,788.42	43.57%	
Library (22)	24,808.00	23,517.84	(1,290.16)	94.80%		24,808.00	15,212.47	9,595.53	61.32%	?
Log Church Museum (23)	15,467.00	12,101.72	(3,365.28)	78.24%		15,467.00	8,585.02	6,881.98	55.51%	
Parks and Commons (24)	198,964.00	199,063.65	99.65	100.05%		198,964.00	157,452.23	41,511.77	79.14%	?
Storm Drain (30)	38,166.00	63,822.07	25,656.07	167.22%		38,166.00	32,305.23	5,860.77	84.64%	?
Water (60)	552,161.00	344,713.08	(207,447.92)	62.43%		552,161.00	296,431.18	255,729.82	53.69%	
Gen. Oblig. Water Bond - 1992 (66)	45,459.00	49,209.22	3,750.22	108.25%		45,459.00	45,459.00	0.00	100.00%	?
Sewer (70)	508,200.00	317,609.27	(190,590.73)	62.50%		508,200.00	304,616.64	203,583.36	59.94%	?
Sewer Debt (76)	1,005,026.00	1,005,026.05	0.05	100.00%		1,005,026.00	258,512.76	746,513.24	25.72%	
USFS Contract (80)	111,650.00	80,211.38	(31,438.62)	71.84%		111,650.00	20,654.41	14,213.60	18.50%	
URD (90)	230,686.00	249,528.09	18,842.09	108.17%		230,686.00	206,051.69	24,634.31	89.32%	?
Totals	7,765,484.00	7,248,416.10	(517,067.90)	93.34%		7,765,483.00	3,412,708.06	4,275,992.95	43.95%	

Total Income over Expenditures 3,835,708.04

All Interfund Transfers are done at the first of the Fiscal Year

Budgeted Expenitures included UEFB and Reserves for Future Use

Fiscal Year 2015-2016

<i>Project</i>	Budget	Revised Estimate	Materials & Services	Labor Expense To Capitalize	City equipment to Capitalize	2015-2016 Cost incl Labor	Over (Under) Revised	Over (Under) Budget	crew hours				
									Prior YR	True Cost of project	this year	crew prior	Total Crew Hours
Decanting Center	25,000	25,000					(25,000)	(25,000)	605	605		13	13
Hwy 101-grant	615,309	615,309	73,862	538		74,400	(540,909)	(540,909)	157,872	232,272	12	36	48
Hwy 101-waterline	122,000	167,089	9,761	2,169		11,930	(155,159)	(110,070)	35,305	47,235	40	239	279
Hwy 101-drainage	170,000	170,000	555	54		609	(169,391)	(169,391)	38,734	39,343	1	188	189
Update Water Master Plan (2A)	18,000	18,000					(18,000)	(18,000)	2,652	2,652		62	62
Hanley Drive Looping & SCADA	164,000	280,565	74,339	36,754		111,094	(169,471)	(52,906)	46,816	157,910	893	285	1,178
Surfside Waterline	56,800	56,800	4,372	408		4,780	(52,020)	(52,020)	338			7	7
Reeves Circle Waterline	50,000	50,000	4,372	204		4,576	(45,424)	(45,424)			4		4
Engineering S. Res	150,000	150,000	56,706	2,769		59,475	(90,525)	(90,525)	21,208		53	301	354
Access Road, Base & Tank S. Res	485,000	485,000	5,128			5,128	(479,873)	(479,873)	5,421				-
Generator Building - Parkside	25,000	25,000	25,728			25,728	728	728		25,728		12	12
Street Improvements	75,300	75,300	51,406	312		51,718	(23,582)	(23,582)	2,880	54,598	6	46	52
Little Log Church Siding	20,000	20,000		54		54					1		
Labyrinth	10,000	10,000					(10,000)	(10,000)	421	421		2	2
General Park Plan - Entry Portal (2/4)	22,500	22,500					(22,500)	(22,500)					-
Commons Roof	65,000	24,000	23,450	370		23,820	(180)	(41,180)			8		8
Commons Bathroom Remodel	10,000	14,556	14,460	96		14,556	0	4,556			3		3
Software Upgrade	60,000	7,300	7,300	2,168		9,468	2,168	(50,532)		9,468			*46.5 O/T only
Year 3 - Information System	24,000	24,000	8,791			8,791	(15,209)	(15,209)		8,791			-
Library	10,000	10,000					(10,000)	(10,000)					-
South Gateway Entry Sign	14,000	14,000					(14,000)	(14,000)	52	52		1	1
General Administration of CIP				1,070							18		18

Red Font indicates completed project

total employee expense

46,968

Fiscal Year 2015-2016**Water System**

Budget for Year	Actual To Date 1/31/2016	% of Budget 58%
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Operations

Revenue			
Cash Carried Forward	\$ 18,861.00	\$ 28,395.37	151%
Services	\$ 530,000.00	\$312,317.79	59%
Installations	\$ 3,000.00	\$ 3,999.92	133%
Other income	\$ 300.00	\$ -	0%
Total Revenue	\$ 552,161.00	\$ 344,713.08	62%
Personnel Expenses	\$ 280,992.00	\$ 138,538.22	49%
Materials & Services	\$ 154,515.00	\$ 79,670.26	52%
Capital Expenditures		\$ -	
Transfer to Reserve	\$ 47,400.00	\$ 47,400.00	100%
Transfer to Debt Service			
Revenue Bonds & Fees	\$ 39,980.00	\$ 17,293.00	43%
Total Expenses	\$ 522,887.00	\$ 282,901.48	54%
	Budget	Actual	
Revenue From Rates	\$ 530,000.00	\$ 312,317.79	
Expenses paid by rates	\$ 475,487.00	\$ 235,501.48	
available for reserve	\$ 54,513.00	\$ 76,816.31	

Personnel Expenses and Materials/Services Capitalized & Transferred to Fund 15	\$ 34,077
--	-----------

Sewer System

Budget for Year	Actual To Date 1/31/2016	% of Budget 58%
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Operations

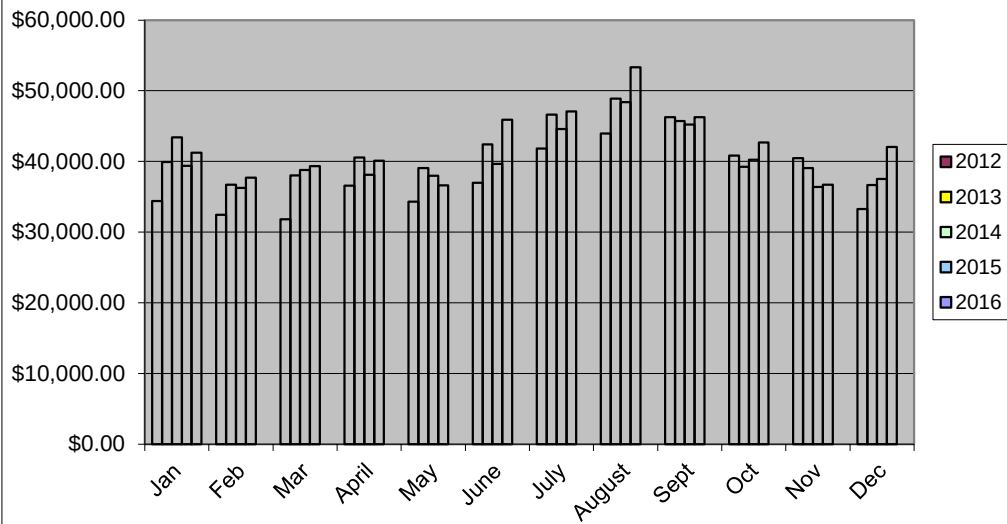
Revenue			
Cash Carried Forward	\$ 12,000.00	\$ 20,255.81	169%
Services	\$ 495,000.00	\$296,109.64	60%
Installations	\$ 600.00	\$ 1,200.00	200%
Other income	\$ 600.00	\$ 34.82	
Total Revenue	\$ 508,200.00	\$ 317,600.27	62%
Personnel Expenses	\$ 234,239.00	\$ 133,137.19	57%
Materials & Services	\$ 160,086.00	\$ 74,026.79	46%
Capital Expenditures			
Transfer to Reserve	\$ 25,000.00	\$ 25,000.00	100%
Transfer to Debt Service	\$ 60,592.00	\$ 60,592.00	100%
Revenue Bonds			
Total Expenses	\$ 479,917.00	\$ 292,755.98	61%
	Budget	Actual	
Revenue From Rates	\$ 495,000.00	\$ 296,109.64	
Expenses paid by rates	\$ 454,917.00	\$ 267,755.98	
available for reserve	\$ 40,083.00	\$ 28,353.66	

Personnel Expenses and Materials/Services Capitalized & Transferred to Fund 15	none
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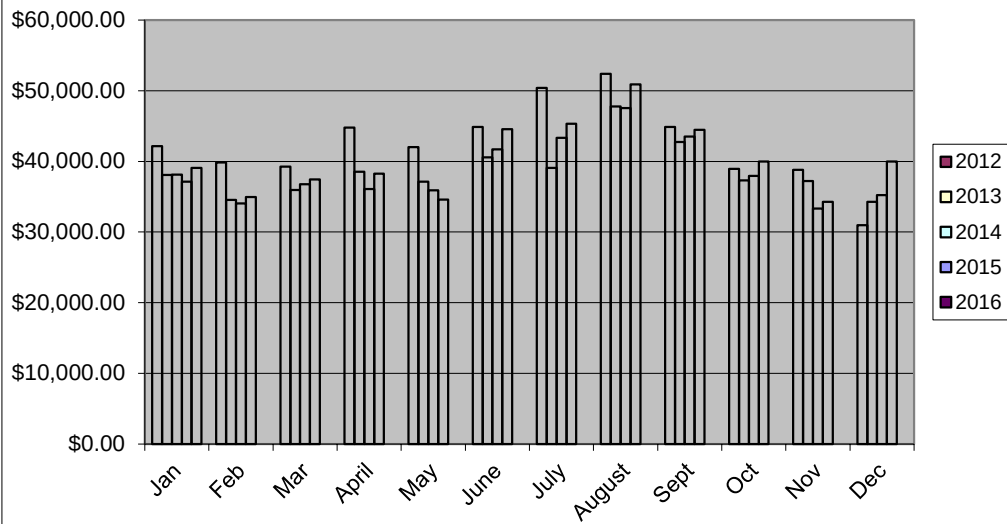
Other Income

	Budgeted	Received	%
Urban Renewal Receipts	\$ 200,000.00	\$ 214,077.00	107%
Food & Beverage Tax	\$ 284,000.00	\$ 238,166.00	84%

Water Sales



Sewer Sales





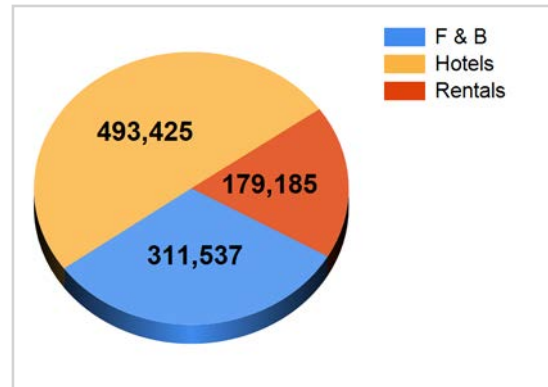
City of Yachats

P.O. Box 345
Yachats, OR, 97498
541-547-3565, CityHall@MailYachatsOregon.org

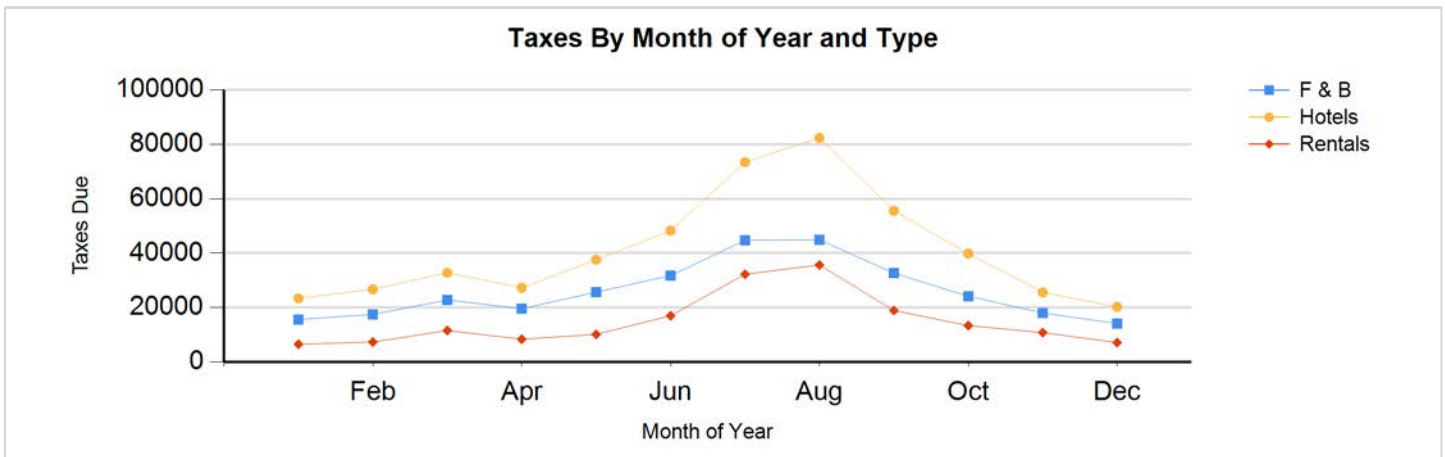
Yearly Taxes for Calendar Year 2015

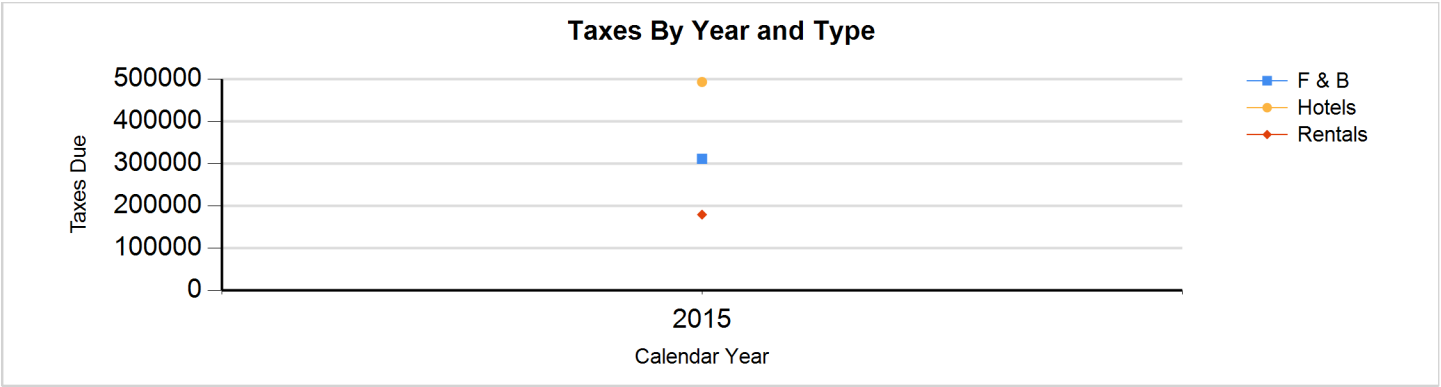
Calendar Year 2015

Date	F & B	Hotels	Rentals	Total
Jan 2015	15,610	23,418	6,531	45,558
Feb 2015	17,481	26,722	7,329	51,532
Mar 2015	22,814	32,815	11,571	67,200
Apr 2015	19,586	27,303	8,374	55,263
May 2015	25,682	37,615	10,141	73,438
Jun 2015	31,752	48,289	17,012	97,054
Jul 2015	44,767	73,496	32,261	150,524
Aug 2015	44,891	82,419	35,672	162,982
Sep 2015	32,676	55,607	18,939	107,222
Oct 2015	24,162	39,859	13,389	77,411
Nov 2015	18,001	25,597	10,823	54,421
Dec 2015	14,115	20,283	7,144	41,543
Total	311,537	493,425	179,185	984,147



Trends





Year	F & B	Hotels	Rentals	Total
2015	311,537	493,425	179,185	984,147
Total	311,537	493,425	179,185	984,147

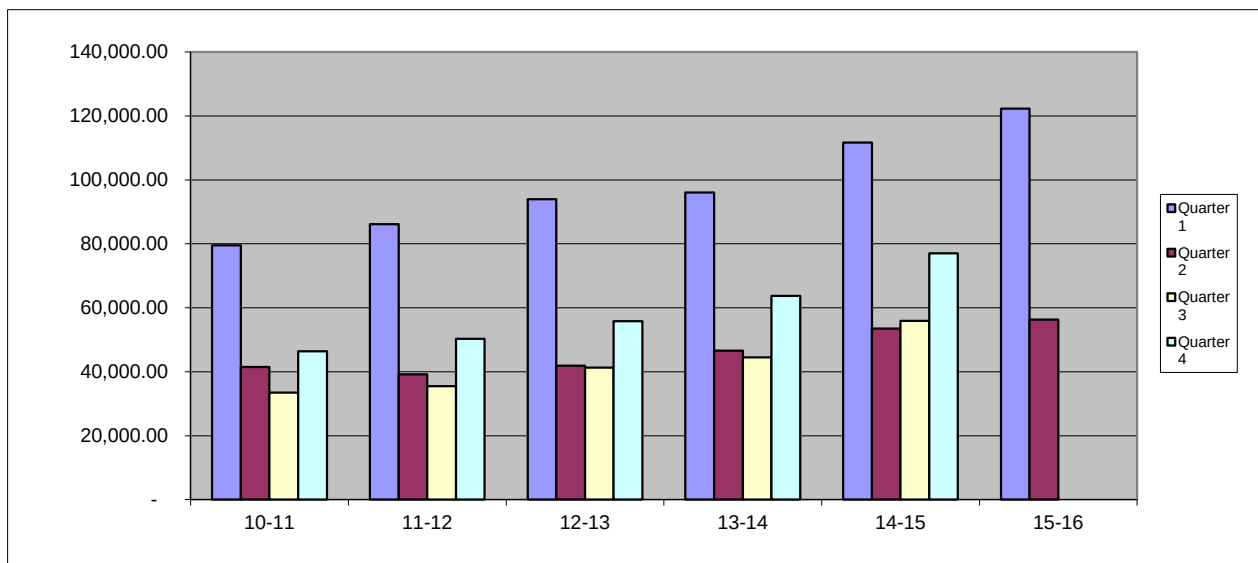
Better (Worse) to Last Year \$			Better (Worse) to Last Year %		
Hotels & Motels	Individual Transient Rentals	Food & Beverage Tax	Hotels & Motels	Individual Transient Rentals	Food & Beverage Tax
6,478.38	(1,335.52)	5,465.81	8.2%	-5.0%	10.9%
5,705.85	3,258.07	2,099.13	3.7%	5.4%	2.2%
7,810.74	2,229.21	3,786.29	12.7%	11.1%	9.0%
2,977.86	3,613.80	2,338.20	5.1%	22.6%	5.7%
22,972.83	7,765.56	13,689.43	6.5%	6.3%	6.0%
(138.26)	2,919.73	7,156.17	-0.2%	11.6%	12.8%
10,656.96	11,185.57	14,224.89	6.7%	17.7%	14.8%
2,595.18	7,324.74	4,875.38	3.7%	32.8%	10.7%
21,657.17	5,825.25	12,246.16	35.3%	29.7%	28.0%
34,771.05	27,255.29	38,502.60	9.3%	20.9%	16.0%
27,934.02	7,461.90	69,995.72	32.8%	26.6%	111.2%
40,962.47	12,340.03	12,062.98	24.0%	16.6%	10.9%
13,910.01	1,682.28	5,731.53	19.4%	5.7%	11.3%
			0.0%	0.0%	0.0%
82,806.50	21,484.21	87,790.23	20.2%	13.6%	31.4%

Prepared Food and Beverage Taxes

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	TOTALS
10-11	79,576.12	41,476.25	33,488.25	46,401.38	200,942.00
11-12	86,182.37	39,182.37	35,488.01	50,307.30	211,160.05
12-13	93,947.04	41,884.80	41,320.64	55,773.11	232,925.59
13-14	96,046.33	46,641.20	44,510.55	63,752.55	250,950.63
14-15	111,724.36	53,527.85	55,927.77	77,020.00	298,199.98
15-16	122,309.00	56,278.00			178,587.00

1,194,178.25 2009-2010 to 2014-2015 total
284,000.00 15-16

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	Totals to date
Average by Qtr	39.15%	18.65%	17.65%	24.56%	100.00%
15-16 Budget need by percentage	111,175	52,966	50,117	69,742	284,000
15-16 Actual to date	122,309	56,278			178,587
Projected total					
Difference	11,134	3,312			14,446
Projected Difference to date:	14,446				



Note: This report is by quarter and does not track with the fiscal budget year since the 4th qtr is always received in the next fiscal year.

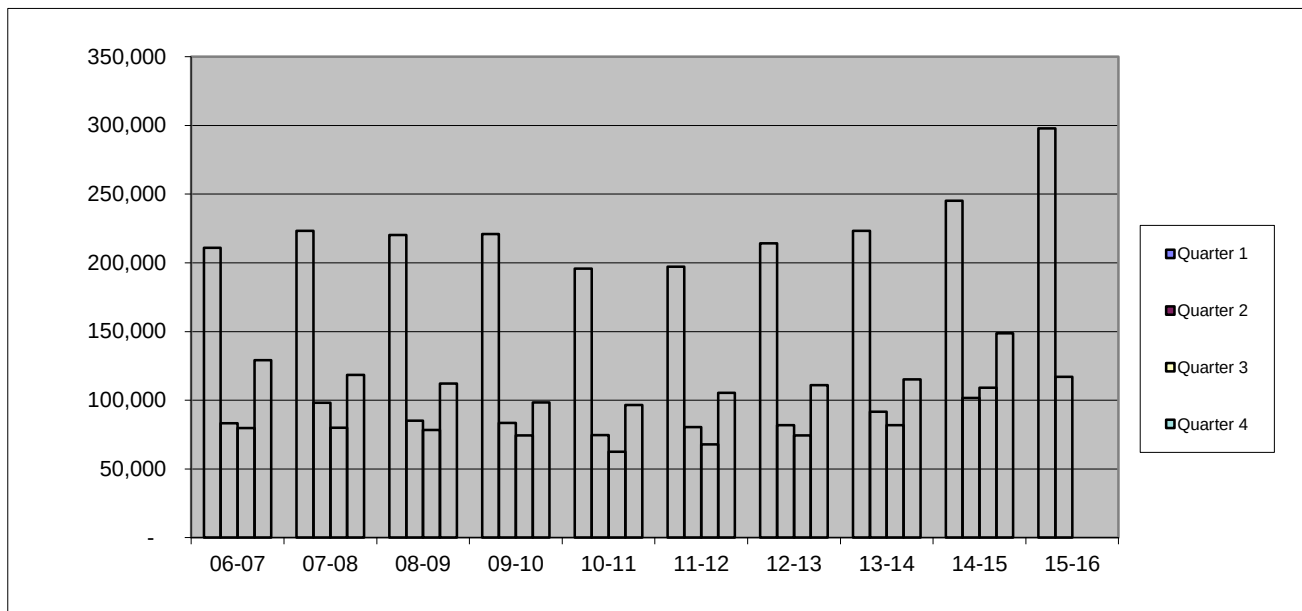
amount actually received in the fiscal year: 255,683 percent of budget 90%

Transient Rental Tax

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	TOTALS
06-07	211,002	83,142	79,812	129,101	503,057
07-08	223,396	98,075	79,992	118,469	519,932
08-09	220,297	84,996	78,286	112,203	495,782
09-10	220,987	83,544	74,271	98,362	477,164
10-11	195,721	74,605	62,602	96,500	429,428
11-12	197,139	80,425	67,863	105,393	450,820
12-13	214,285	81,804	74,312	111,040	481,441
13-14	223,249	91,583	81,873	115,275	511,980
14-15	245,103	101,673	109,195	148,734	604,705
15-16	297,981	117,095		-	415,076

4,474,309 2006-2007 to 2014-2015 total
598,000 15-16 Budget

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	Totals to date
Average by Qtr	43.61%	17.43%	15.83%	23.13%	100.00%
15-16 Budget need by percentage	260,779	104,228	94,653	138,340	598,000
15-16 Actual to date	297,981	117,095			415,076
Projected total					
Difference	37,202	12,867			50,069
Projected Difference to date:	50,069				



Note: This report is by quarter and does not track with the fiscal budget year since the 4th qtr is always received in the next fiscal year.

amount actually received in the fiscal year: 562,141 percent of budget 94%

Code Enforcement Report
January 2016

Happy New Year to All.

My New Year started with the announcement of my first grandchild on January 1st. My daughter, Robin, gave birth to a very healthy baby girl, Kathryn Lori Nolan. Mother, Baby and Father are doing fine. I look forward to seeing them on February 5..

I always anticipate the New Year. It gives a chance to finish what we couldn't complete in the last year. It also means new challenges, unknown to us right now. I wish you all the best for the New Year.

- Set up safety cones by Overleaf and Earthworks for the Peace Hike.
- Vacation rental inspection on Cedar Street.
- Attend Council Work session.
- Call property owner on Comb's Circle regarding V.R inspection.
- Attend the City Council meeting.
- Research vacation rentals that need re-inspection after the five year limit.
- Respond to the City Planner's email regarding two complaints on Ocean View Drive. -

A Tort Claim was filed against me over a vacation rental issue on Marine Drive.

- Attend the State of the City meeting.
- Talked to City Planner regarding the complaints.
- Tagged a white Mazda parked on Pontiac Street by the Ladies Club. A young woman was in the vehicle. She said she was out of gas and the battery was dead. I told her I would go home and get some gas and try to jump-start her car. We were able to get the car started. I gave her \$20.00 and suggested she try and make it to Newport and get in touch with My Sister's Place. They could probably board her for a couple of days. She has been parked there for a week or so. She drove off.
- Did a vacation rental inspection on Ocean View Drive.
- Did a vacation rental inspection on Comb's Circle.

Respectfully Submitted
Donald W. Niskanen
Code Enforcement Officer

CITY OF YACHATS
RESOLUTION NO. 2016-02-01
Supplemental Budget 2015-2016 Fiscal Year Budget

WHEREAS, the City Council held a Public Hearing on February 11, 2016 to discuss the proposed Supplemental Budget for the 2015-2016 Fiscal Year; and

WHEREAS, the following changes were proposed to be made to the 2015-2016 Fiscal Year Budget:

General Fund – Fund 10

Revenue:

- Cash Carried Forward was changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- Misc. Local Sources was increased to reflect the actual amount that had been received through the first half of the year.

Expenditures:

- The Code Enforcement line was increased to include the expenses related to the expenses for the Municipal Court Judge and the City Attorney related to a Municipal Court Case. In the original budget, the only expense in that line had been the contract amount for the Code Enforcement Officer.
- The line for Council and Commission Education was increased to cover the actual expenses for the year.
- The line item for insurance was increased to cover the cost for the premium for the old bank building which was not known at the time of the original budget since the City had not yet purchased the building.
- The Office Utilities line was increased due to the purchase of the old bank building.
- Money was added to the Professional Services Line for the City Administrator Search Firm Contract.
- Money was added to the Operating Equipment line to cover the cost of new computers in the Civic Meeting Room.
- The transfer to the Street Fund was reduced.
- The transfer to the Parks & Commons Fund was reduced by \$5,855 due to the Cash Carried Forward available in the Parks & Commons Fund.
- The Contingency Line was increased.
- The transfer to the Storm Drain Fund was increased to cover the cost for the slide repair.

Visitors Amenities Fund – Fund 12

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- The amount of the transfer from the General Fund to the Visitors Amenities fund was changed in the General Fund when the expected amount of Occupancy Tax was increased at budget time, but the change was not made in the Visitors Amenities Fund at the same time.

Capital Reserve Fund – Fund 15

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- LID Assessments was increased to reflect the lump sum payment by the Bank of the West for 12 lots in the East Hillside Local Improvement District.
- Interest Received line was increased due to the Local Improvement District payment from the Bank of the West.
- The amount of the transfer from the Water Fund was increased in the Water Fund when the revenue from sales was increased during the budget process but it was not increased in the Capital Reserve Fund at the same time. The line item in this fund has now been increased to match the amount actually transferred in from the Water Fund.
- The amount of the transfer from the Sewer Fund was increased in the Sewer Fund when the revenue from sales was increased during the budget process but it was not increased in the Capital Reserve Fund at the same time. The line item in this fund has now been increased to match the amount actually transferred in from the Sewer Fund.
- Money in the Hwy 101 Fund for the sewer line that will not be completed is being returned to the Reserve Fund.

- With the end of the contract with the USFS for daily operations at the wastewater treatment plants at Angell Job Corps and Cape Perpetua funds that had been set aside for general community benefit programs were transferred to the Capital Reserve fund as a payment toward the loan for purchase of the old bank building.
- The amount of the transfer from the Parks and Commons Fund was increased to cover the cost of the fire rated doors which will cost more than anticipated at budget time.

Expenditures:

- The City Hall Reserve line item was increased to include the amount interest from the Bank of the West, which was then used as part of the purchase price for the old bank building.
- Remodeling the old bank building for new uses will be from this line as well.
- The new utility billing software will not cost the full amount budgeted originally and the decision was made to not replace the other modules at this time.
- Changes have been made in the lines for projects in the Parks and Commons for the bathroom remodel, Commons roof, fire-rated doors and several small projects.
- The system-wide SCADA update has been added to the water system projects.
- Pumps have been added to the sewer system improvements.

Hwy 101 Improvements – Fund 20

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- Funds were transferred from the Capital Reserve Fund to cover the increased cost for the waterline project.

Expenditures:

- The sewer line will not be completed so the line was deleted.
- The money that had been transferred from the Capital Reserve Fund for the sewer line in the 2014-2015 budget less the money spent is being transferred back to the Capital Reserve Fund.
- The line for the water line has been increased to cover the engineering contract and the construction contract for that project.

Street Fund – Fund 21

Revenue:

- The transfer from the General Fund was reduced because expenses were also reduced.

Expenditures:

- The line item for Administration was reduced to \$0. This amount was transferred back to the General Fund to provide funds for the City Administrator search.
- The line item for Street Improvements was reduced because the final costs for the projects completed this year were less than budgeted.

Parks & Commons Fund – Fund 24

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- The Transfer from the General Fund was reduced by the amount of the Cash Carried Forward.

Expenditures:

- The amount of the Building Improvements was moved to the line for transfer to the Reserve Fund to cover the cost for the fire rated doors and installation.

Storm Drain Fund – Fund

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.
- The transfer from the General Fund was increased to help cover the cost of the slide repairs

Expenditures:

- The Storm Drain Construction Line was added to cover the cost of the slide repairs.

Water Fund – Fund 60

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.

Expenditures:

- The line item for Administration was reduced to \$0. A portion of the amount was added to Professional Services to help cover the cost for the search for a City Administrator and the remaining was added to contingencies.
- The contingency line was also increased by the increased amount in the Cash Carried Forward.
- Money was added to the Office Equipment line to cover the cost of new computers in the Civic Meeting Room.

Water Construction Fund

This fund was reactivated to be used for construction of the water tank south of the Yachats River and lines were added for the loan/grant from the State of Oregon and the expenses for the remainder of the year. Most of the actual budget will be carried forward to the 2016-2017 fiscal year.

Sewer Fund – Fund 70

Revenue:

- Cash Carried Forward changed to reflect the actual amount that was available as a resource at the beginning of the fiscal year.

Expenditures:

- The line item for Administration was reduced to \$0. A portion of the amount was added to Professional Services to help cover the cost for the search for a City Administrator and the remaining was added to contingencies.
- The contingency line was also increased by the increased amount in the Cash Carried Forward.
- Money was added to the Office Equipment line to cover the cost of new computers in the Civic Meeting Room.

USFS Contract – Fund 80

The contract with the USFS for daily operations at the wastewater treatment plants at Angell Job Corps and Cape Perpetua ended in November 2015. While the City still has a small contract to assist the Forest Service in case of emergencies for the next 12 months, the contract amount cannot exceed \$5,000. So, adjustments were made to most lines in the fund and money from that fund, including funds that had been set aside for general community benefit programs were transferred to the Capital Reserve Fund as a payment toward the loan for purchase of the old bank building.

NOW THEREFORE, the City of Yachats resolves the appropriations in the 2015-2016 Budget shall be amended as attached in “Exhibit A” following.

PASSED AND ADOPTED this 11th day of February, 2016. THIS RESOLUTION IS EFFECTIVE UPON ADOPTION.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

City of Yachats Budget Fund 10 - General Fund - 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	\$ 110,043	\$ 110,043	\$ 110,043	\$ 138,948	\$ 28,905
4110	Property Taxes - Current	\$ 37,000	\$ 37,000	37,000		
4120	Property Taxes - Prior	\$ 5,000	\$ 5,000	5,000		
				-		
4210	Business Licenses	\$ 11,000	\$ 11,000	11,000		
4211	Transient Rental Licenses	\$ 13,700	\$ 13,700	13,700		
				-		
4221	Cable Franchise Tax	\$ 11,000	\$ 11,000	11,000		
4222	Telephone Franchise Tax	\$ 4,500	\$ 4,500	4,500		
4223	Disposal Franchise Tax	\$ 7,700	\$ 7,700	7,700		
4224	Electric Franchise Tax	\$ 35,700	\$ 35,700	35,700		
4230	Permits and Filing Fees	\$ 2,000	\$ 2,000	2,000		
4235	Fines/Liens			-		
4240	Transient Room Tax	\$ 563,000	\$ 598,000	598,000		
4390	Miscellaneous Charges			-		
4410	Interest Earned			-		
4490	Other Local Sources	\$ 2,436	\$ 2,436	2,436	\$ 3,375	\$ 939
4495	Other Invoice Misc. Services			-		
4610	Cigarette Tax	\$ 842	\$ 842	842		
4620	Liquor Tax	\$ 11,599	\$ 11,599	11,599		
4630	State Revenue Sharing	\$ 13,000	\$ 13,000	13,000		
4590	Other Federal Sources			-		
4690	Other State Sources	\$ 4,000	\$ 4,000	4,000		
4790	Other Local Governments			-		
4852	Earnings From Temp Investments	\$ 12,000	\$ 12,000	12,000		
4810	Urban Renewal Reimbursement	\$ 2,850	\$ 10,000	10,000		
Total Revenue		\$ 847,371	\$ 889,521	\$ 889,521	\$ 919,365	\$ 29,844
Total Revenue		\$ 847,371	\$ 889,521	\$ 889,521		
EXPENDITURES						
PERSONNEL SERVICES						
5111	City Recorder	\$ 32,059	\$ 69,596	69,596		
5114	Office Help - position 1	\$ 8,960	\$ 16,801	16,801		
5115	Office Help - position 2	\$ 4,480	\$ 12,321	12,321		
5120	Payroll Taxes	\$ 4,558	\$ 8,895	8,895		
5130	Payroll Benefits	\$ 16,346	\$ 16,346	16,346		
5140	Personnel Allocations & Capitalized	\$ (1,000)	\$ (1,000)	(1,000)		
Total Personnel Services		\$ 65,403	\$ 122,959	\$ 122,959	\$ 122,959	

General Fund - Fund 10

MATERIALS AND SERVICES							
5209 Emergency Prep and Public Safety	\$	7,500	\$	7,500	7,500		
5210 Dues, Memberships, Fees	\$	4,405	\$	4,405	4,405		
5212 Ordinance Enforcement	\$	34,500	\$	40,000	40,000	\$	43,475 \$ 3,475
5213 Council & Commission Education	\$	100	\$	100	100	\$	600 \$ 500
					-		
5216 Reference Materials	\$	150	\$	150	150		
					-		
5222 Insurance	\$	5,466	\$	5,466	5,466	\$	6,815 \$ 1,349
5240 Office Materials, Supplies	\$	1,500	\$	1,500	1,500		
5251 Office Telephone	\$	1,900	\$	1,900	1,900		
5252 Office Utilities	\$	1,500	\$	1,500	1,500	\$	3,000 \$ 1,500
5255 Education and Training	\$	3,350	\$	3,350	3,350		
5260 Professional Services					-	\$	12,000 \$ 12,000
5261 Auditor	\$	4,195	\$	4,195	4,195		
5262 Health and Wellness Program	\$	120	\$	120	120		
5263 Attorney	\$	11,500	\$	11,500	11,500		
5264 Planner	\$	36,015	\$	36,015	36,015		
5270 Travel	\$	3,000	\$	3,000	3,000		
5275 Travel - Council/Commissions	\$	1,200	\$	1,200	1,200		
5311 Equipment Lease	\$	1,900	\$	1,900	1,900		
5330 Maintenance-Land and Structures	\$	500	\$	500	500		
5411 Street Lighting	\$	11,000	\$	11,000	11,000		
5422 Legal Notices	\$	900	\$	900	900		
5439 Miscellaneous Public Services	\$	34,500	\$	36,000	36,975		
5440 Other Office Expense	\$	6,000	\$	6,000	6,000		
5445 Rent Allocation - City Offices	\$	17,800	\$	17,800	17,800		
5470 Equipment Repair & Maintenance	\$	4,200	\$	4,200	4,200		
5490 Other Materials & Services	\$	2,000	\$	2,000	2,000		
Total Materials and Services	\$	195,201	\$	202,201	\$ 203,176	\$	222,000
CAPITAL EXPENDITURES							
5650 Office Equipment and Furnishing						\$	2,340 \$ 2,340
Total Capital Expenditures	\$	-	\$	-	\$ -	\$	2,340
OTHER EXPENSES							
5800 Contingencies	\$	128,282	\$	80,876	79,901	\$	113,599 \$ 33,698
Total Other	\$	128,282	\$	80,876	\$ 79,901	\$	113,599
OPERATING INTERFUND TRANSFERS							
7121 Operations Transfer to Streets	\$	99,582	\$	99,582	99,582	\$	60,042 \$ (39,540)
7122 Operations Transfer to Library	\$	16,922	\$	16,922	16,922		
7123 Operations Transfer to Museum	\$	1,892	\$	1,892	1,892		
7124 Operations Transfer to Commons	\$	119,373	\$	119,373	119,373	\$	113,551 \$ (5,822)
7125 Transfer to Visitor Amenities Fund	\$	165,900	\$	190,900	190,900		
7126 Transfer to Reserve Fund	\$	10,725	\$	10,725	10,725		
7172 Transfer to Sewer Debt Service fund	\$	10,000	\$	10,000	10,000		
7174 Transfer to Storm Drain Fund	\$	34,091	\$	34,091	34,091	\$	54,435 \$ 20,344
Total Transfers	\$	458,485	\$	483,485	\$ 483,485	\$	458,467
7209 Bldg Systems							
7213 Operating Equipment							
Total Capital Outlay	\$	-	\$	-	\$ -		
Total Expenditures	\$	847,371	\$	889,521	\$ 889,521	\$	919,365 \$ 29,844
8100 UEFB	\$	0	\$	0	\$ 0		

Visitor Amenities Fund - Fund 12

City of Yachats Budget Fund 12 - Visitor Amenities Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	367,522	367,522	367,522	\$ 366,744	\$ (778)
4410	Interest Earned	887	887	887		
4861	Transfer from General Fund	165,900	165,900	165,900	\$ 190,900	\$ 25,000
4460	Marketing Programs/Inventory					
Total Revenue		534,309	534,309	534,309	\$ 558,531	\$ 24,222
Total Revenue		534,309	534,309	534,309		
EXPENDITURES						
5110	Personnel Allocation	800	800	800		
5202	Visitor Center	65,000	65,000	65,000		
5263	Fireworks	1,750	1,750	1,750		
5260	Professional Services			-		
5220	GoYachats Website and Marketing	17,600	17,600	17,600		
5223	Beautification			-		
5224	Trails	10,000	10,000	10,000		
5225	Marketing Director's expenses			-		
5490	Other Materials & Services	7,800	7,800	7,800		
5214	Marketing Grant - Events	2,000	2,000	2,000		
Total Materials & Services		104,950	104,950	104,950	\$ 104,950	
OTHER USES						
7904	Visitor Amenities South Gateway and Parking Lot	214,000	214,000	214,000		
Total Capital Outlay		214,000	214,000	214,000	\$ 214,000	
7122	Operations Transfer to Library	2,986	2,986	2,986		
7123	Operations Transfer to Museum	5,675	5,675	5,675		
7124	Operations Transfer to Commons	39,791	39,791	39,791		
Total Transfers		48,453	48,453	48,453	\$ 48,453	
Total Expenditures		367,403	367,403	367,403	\$ 367,403	
8000	Reserved for Future Expenditures	166,906	166,906	166,906	\$ 191,128	\$ 24,222
8100	UEFB	0	0	0		

Capital Reserve Fund - Fund 15

City of Yachats Budget Fund 15 - Reserve Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	1,463,593	\$ 1,463,593	1,463,593	\$ 1,628,935	\$ 165,342
4410	Interest Earned	2,412	\$ 2,412	2,412	\$ 62,961	\$ 60,549
4861	Transfer from General Fund	10,725	\$ 10,725	10,725		
4245	Food and Beverage Tax Revenue	284,000	\$ 284,000	284,000		
4862	Transfer From Water	22,400	\$ 22,400	22,400	\$ 47,400	\$ 25,000
4863	Transfer From Sewer	-		-	\$ 25,000	\$ 25,000
4864	Transfer from Streets	3,867	\$ 3,867	3,867		
4871	Transfer from Parks & Commons	103,000	\$ 103,000	103,000	\$ 111,000	\$ 8,000
4874	Transfer from Library Fund	3,469	\$ 3,469	3,469		
4876	Transfer from Little Log Church & Museum	4,504	\$ 4,504	4,504		
4869	Transfer from Hwy 101 Project - Fund 20				\$ 65,560	\$ 65,560
4690	Other State Sources (grants)			-		
4873	Transfer from S D C Fund			-		
4872	Bank Purchase Loan Payment Received				\$ 56,711	\$ 56,711
4430	LID Assessments	14,584	\$ 14,584	14,584	\$ 117,278	\$ 102,694
4720	Anticipated Grants	10,000	\$ 10,000	10,000		
4810	Urban Renewal Contribution	100,000	\$ 100,000	100,000		
	Total Revenue	2,022,554	2,022,554	2,022,554	\$ 2,531,410	\$ 508,856
	Total Revenue	2,022,554	2,022,554	2,022,554		
EXPENDITURES						
CAPITAL EXPENDITURES						
5641	City Hall Reserve	84,000	\$ 84,000	84,000	\$ 146,306	\$ 62,306
5642	Water Equipment	-				
5643	Sewer Equipment	-				
5644	Street Equipment	-				
	Total Capital Expenditures	84,000	84,000	84,000	\$ 146,306	
OTHER USES						
7121	Transfer to Street Fund	-				
7129	Transfer to HWY 101 Project	-			\$ 45,089	\$ 45,089
7172	Transfer to Sewer Debt Service - Fund 76	305,000	\$ 305,000	305,000		
7902	Parks and Commons Reserve	105,000	\$ 105,000	105,000	\$ 104,506	\$ (494)
7907	Library Reserve	-				
7909	Little Log Church & Museum Reserve	20,000	\$ 20,000	20,000		
7920	Water System	923,800	\$ 923,800	923,800	\$ 653,802	\$ (269,998)
7921	Sewer System	100,000	\$ 100,000	100,000	\$ 120,000	\$ 20,000
7922	Street System	-				
	Total Other Uses	1,453,800	1,453,800	1,453,800	\$ 1,248,397	
	Total Expenditures	1,537,800	1,537,800	1,537,800	\$ 1,394,703	
8000	Reserved for Future Expenditures	484,754	\$ 484,754	484,754	\$ 1,136,707	
8100	UEFB					

Break-down for Reserved for Future Expenditures

City Hall Equipment	\$ 1,800
Water Equipment	\$ 127,423
Sewer Equipment	\$ 23,878
Street Equipment	\$ 17,742
F & B Tax held in reserve	\$ 11,667
Parks & Commons Reserve	\$ 1,134
Library Building & Equipment Reserve	\$ 17,358
Little Log Church & Museum Reserve	\$ 10,176
Water System Improvements	\$ 872
Sewer System Improvement	\$ 272,704
Street System Improvements	\$ -
	<u>\$ 484,754</u>

Projects & Equipment**General Fund**

New accounting & billing software	\$ 60,000
Information Services Development	\$ 24,000
Grant, City Match and Carry-over	
	<u>\$ 84,000</u>

Water System

South Reservoir - Final Eng & bid specs	\$ 150,000
South Reservoir - construction	\$ 485,000
Looping & SCADA Updates	\$ 164,000
Update C & C Part of Water Master Plan	\$ 18,000
Surfside Water Line	\$ 56,800
Reeves Circle Water Line	\$ 50,000
	<u>\$ 923,800</u>

Sewer System

Generator Building - Parkside Pump St	\$ 25,000
Major Equipment or repair	\$ 50,000
Decant Center	\$ 25,000
	<u>\$ 100,000</u>

Parks & Commons

Bathroom Remodel	\$ 10,000
General Park Plan Project - Entry Portal	\$ 22,500
1 & 2 of 4 less grant of \$22,500	
Labyrinth	\$ 8,000
Commons Roof	\$ 65,000
	<u>\$ 105,500</u>

Little Log Church and Museum

Siding	\$ 20,000
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Break-down for Reserved for Future Expenditures AS CHANGED

City Hall Equipment	\$ 5,026
Water Equipment	\$ 126,514
Sewer Equipment	\$ 3,951
Street Equipment	\$ 17,760
F & B Tax held in reserve	\$ 44,792
Parks & Commons Reserve	\$ 24,407
Library Building & Equipment Reserve	\$ 16,873
Little Log Church & Museum Reserve	\$ 10,198
Water System Improvements	\$ 497,878
Sewer System Improvement	\$ 389,308
Street System Improvements	\$ -
	<u>\$ 1,136,707</u>

Projects & Equipment**General Fund**

New accounting & billing software	\$ 7,300
Remodel old bank building	\$ 57,700
Information Services Development	\$ 24,000
Purchase of old bank building	\$ 57,306
	<u>\$ 146,306</u>

Water System

South Reservoir	\$ 52,000
Loan for Bank Purchase	\$ 196,437
Looping	\$ 164,000
Update C & C Part of Water Master Plan	\$ 18,000
Surfside Water Line	\$ 56,800
Reeves Circle Water Line	\$ 50,000
SCADA Updates	\$ 116,565
	<u>\$ 653,802</u>

Sewer System

Generator Building - Parkside Pump St	\$ 25,000
Major Equipment or repair	\$ 50,000
Decant Center	\$ 25,000
Pumps	\$ 20,000
	<u>\$ 120,000</u>

Parks & Commons

Bathroom Remodel	\$ 14,556
General Park Plan Project - Entry Portal	\$ 22,500
Fireproof Doors	\$ 26,000
Labyrinth	\$ 8,000
Commons Roof	\$ 23,450
Misc projects (playground/skate park/lighting)	\$ 10,000
	<u>\$ 104,506</u>

Little Log Church & Museum

Siding	\$ 20,000
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Hwy 101 Improvement - Fund 20

City of Yachats Budget Fund 20 - Hwy 101 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	717,309	717,309	717,309	\$ 727,135	\$ 9,826
4810	Urban Renewal Contribution					
4490	ODOT Grant	520,000	520,000	520,000		
4875	Transfer from Fund 15 - Cap Ex Fund	45,089			\$ 45,089	\$ 45,089
4864	Transfer from Fund 21-Streets	-				
4877	Transfer from Fund 30-Storm Drain					
	Total Revenue	1,282,398	1,237,309	1,237,309	\$ 1,292,224	
Capital Outlay						
7126	Transfer to Reserve Fund				\$ 65,560	\$ 65,560
7223	Hwy 101 Streets/Sidewalks	615,309	615,309	615,309		
7227	Storm Drain - Hwy 101 Project	170,000	170,000	170,000		
7241	Sewer Line Improvements - Hwy 101	64,500	64,500	64,500	\$ -	\$ (64,500)
7242	Waterline Construction - Hwy 101	122,000	122,000	122,000	\$ 167,089	\$ 45,089
7298	Total Capital Outlay	971,809	971,809	971,809	\$ 1,017,958	
Other Uses						
	Total Expenditures	971,809	971,809	971,809	\$ 1,017,958	
8000	Reserved for Future Expenditures	265,500	265,500	265,500	\$ 274,266	
8100	UEFB	45,089	-	-		

Street Fund - Fund 21

City of Yachats Budget Fund 21 - Street Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	41,067	41,067	41,067		
4490	Other Local Sources	-				
4810	Urban Renewal Contribution					
4650	State Highway Allocation	41,515	41,515	41,515		
4690	Other State Sources					
4875	Transfer from Fund 15 - Cap Ex Fund	-				
4861	OP Transfer from General	99,582	99,582	99,582	\$ 60,042	\$ (39,540)
	Total Revenue	182,164	182,164	182,164	\$ 142,624	
	Total Revenue	182,164	182,164	182,164		
	Expenditures					
	Personnel Services					
5112	Administration	15,957	15,957	15,957	\$ -	\$ (15,957)
5113	Field Help	22,803	22,803	22,803		
5120	Payroll Taxes	14,132	14,132	14,132		
5130	Payroll Benefits	23,940	23,940	23,940		
5140	Personnel Allocations & Capitalized	(40,000)	(40,000)	(40,000)		
	Total Personnel Services	36,831	36,831	36,831	\$ 20,874	
	Materials and Services					
5222	Insurance	1,616	1,616	1,616		
5311	Equipment Rental	200	200	200		
5312	Equipment Operation	3,000	3,000	3,000		
5313	Equipment Repair	1,500	1,500	1,500		
5315	System Operations	2,000	2,000	2,000		
5316	System Maintenance	30,000	30,000	30,000		
5317	Tools and Small Equipment	350	350	350		
	Total Materials and Services	38,666	38,666	38,666	\$ 38,666	
	Other Expenses					
	Total Other	-	-	-		
	Other Financing Uses					
7126	Transfer to Reserve Fund	3,867	3,867	3,867		
7129	Transfer to HWY 101 Project Fund					
	Total Transfers	3,867	3,867	3,867	\$ 3,867	
	Capital Outlay					
7223	Hwy 101 Downtown Project-New Fund Opened					
7222	Street Improvements and Devices	102,800	102,800	102,800	\$ 79,217	\$ (23,583)
7298	Total Capital Outlay	102,800	102,800	102,800	\$ 142,624	
	Other Uses					
7900	Other Financing Uses					
7998	Total Other Uses	-	-	-		
8000	Total Expenditures	182,164	182,164	182,164	\$ 142,624	
8100	UEFB	0	0	0		

Parks and Commons Fund - Fund 24

City of Yachats Budget Fund 24 - Parks and Commons Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	-	-	-	\$ 5,822	\$ 5,855
4335	Rents, Fees	22,000	22,000	22,000		
4336	Rent - City Hall	17,800	17,800	17,800		
4861	OP Transfer from General	119,373	119,373	119,373	\$ 113,551	\$ (5,855)
4480	Gifts and Donations	-	-	-		
4866	OP Transfer from Visitor Amenities	39,791	39,791	39,791		
	Total Revenue	198,964	198,964	198,964	\$ 198,964	
	Total Revenue	198,964	198,964	198,964		
	Expenditures					
5110	Personnel Allocation	5,000	5,000	5,000		
5114	City Office Help	4,480	4,480	4,480		
5120	Payroll Taxes	2,607	2,607	2,607		
5130	Payroll Benefits	2,014	2,014	2,014		
	Total Personnel Services	14,101	14,101	14,101	\$ 14,101	
	Materials and Services					
5204	Commons Landscaping	2,400	2,400	2,400		
5219	Piano Expenses	200	200	200		
5222	Insurance	4,021	4,021	4,021		
5240	Office Materials, Supplies	400	400	400		
5251	Office Telephone	2,040	2,040	2,040		
5252	Office Utilities	4,802	4,802	4,802		
	includes propane for kitchen	-	-	-		
5260	Professional Services	36,000	36,000	36,000		
5330	Maintenance - Land & Structures	17,000	17,000	17,000		
5335	Custodial Support and Services	7,000	7,000	7,000		
	Total Materials and Services	73,863	73,863	73,863	\$ 73,863	
	Other Expenses					
	Total Other	-	-	-		
	Other Financing Uses					
7126	Transfer to Reserve Fund	103,000	103,000	103,000	\$ 111,000	\$ 8,000
	Total Transfers	103,000	103,000	103,000	\$ 111,000	
	Capital Outlay					
7209	Building Systems	-	-	-		
7213	Operating Equipment	-	-	-		
7215	Building Improvements- Ext. Doors	8,000	8,000	8,000	\$ -	\$ (8,000)
7221	Park Improvements	-	-	-		
	Total Capital Outlay	8,000	8,000	8,000	\$ 8,000	
	Other Uses					
7900	Other Financing Uses					
	Total Other Uses	-	-	-		
	Total Expenditures	198,964	198,964	198,964	\$ 198,964	\$ -
8100	UEFB	(0)	(0)	(0)		

Storm Drain System - Fund 30

City of Yachats Budget Fund 30 - Storm Drain System 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	4,075	4,075	4,075	\$ 29,731	\$ 25,656
4861	Transfer from the General Fund	34,091	34,091	34,091	\$ 54,435	\$ 20,344
4800	Urban Renewal Contribution					
	Total Revenue	38,166	38,166	38,166	\$ 84,166	\$ 46,000
	Expenditures					
	Materials and Services					
5110	Personnel Services	20,000	20,000	20,000		
	allocation of City crew expense					
5341	System Operations	17,166	17,166	17,166		
5344	System Maintenance					
5317	Tools and Small Equipment	1,000	1,000	1,000		
	Total Materials and Services	38,166	38,166	38,166	\$ 38,166	
	Operating Interfund transfers					
7129	Transfer to Hwy 101 Project Fund					
	Total Transfers	-	-	-		
	Capital Outlay					
7222	Storm Drain Improvements				\$ 46,000	\$ 46,000
7227	Storm Drain Construction					
	Total Capital Outlay	-	-	-	\$ 46,000	
	Other Uses					
	Total Other Uses	-	-	-		
	Total Expenditures	38,166	38,166	38,166	\$ 130,166	\$ 45,146
8100	UEFB	-	-	-		

Storm Drain Improvements include work
to repair slide Damage

Water Fund - Fund 60

City of Yachats Budget Fund 60 - Water Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	18,861	18,861	18,861	\$ 28,395	\$ 9,534
4310	Water/Sewer Service	505,000	530,000	530,000		
4320	Installation Charges	3,000	3,000	3,000		
4410	Interest Earned	300	300	300		
4490	Other Local Sources					
4720	Grants					
Total Revenue		527,161	552,161	552,161	\$ 561,695	\$ 9,534
Expenditures						
Personnel Services						
5111	City Recorder	30,227	11,000	11,000		
5112	Administration	31,913	31,913	31,913	\$ 22,913	\$ (9,000)
5113	Field Help	133,611	133,611	133,611		
5114	Office Help - position 1	17,920	14,000	14,000		
5115	Office Help - position 2	17,920	14,000	14,000		
5120	Payroll Taxes	30,649	28,443	28,443		
5130	Payroll Benefits	88,025	88,025	88,025		
5140	Personnel Allocations & Capitalized	(40,000)	(40,000)	(40,000)		
Total Personnel Services		310,266	280,992	280,992	\$ 271,992	
Materials and Services						
5210	Dues, Memberships, Fees	1,200	1,200	1,200		
5217	Septic Service	300	300	300		
5222	Insurance	9,704	9,704	9,704		
5240	Office Materials	1,600	1,600	1,600		
5251	Office Telephone	7,816	7,816	7,816		
5255	Education and Training	1,700	1,700	1,700		
5260	Professional Services	10,000	10,000	10,000	\$ 19,000	\$ 9,000
5261	Auditor	4,895	4,895	4,895		
5270	Travel	2,800	2,800	2,800		
5311	Equipment Rental	1,000	1,000	1,000		
5312	Equipment Operation	4,000	4,000	4,000		
5313	Equipment Repair	3,500	3,500	3,500		
5330	Maintenance - Land and Structures	500	500	500		
5341	Plant and System Operations	45,000	45,000	45,000		
5342	Plant Utilities	20,000	20,000	20,000		
5344	Plant and System Maintenance	37,000	37,000	37,000		
5317	Tools and Small Equipment	3,500	3,500	3,500		
Total Materials and Services		154,515	154,515	154,515	\$ 163,515	
LINE	Capital Expenditures	PROPOSED	APPROVED	ADOPTED		
5650	C/O Office Equipment				\$ 2,340	\$ 2,340
Total Capital Expenditures		-	-	-	\$ 2,340	
Other Expenses						
5800	Contingencies		29,273	29,273	\$ 36,468	\$ 7,195
Total Other		-	29,273	29,273	\$ 36,468	
Other Financing Uses						
Operating Interfund transfers						
7126	Transfer to Reserve Fund	22,400	47,400	47,400		
Total Transfers		22,400	47,400	47,400	\$ 47,400	
Capital Outlay						
7220	Shop/Building Major Maintenance					
Total Capital Outlay		-	-	-		
Other Uses						
7905	Revenue Bonds	17,293	17,293	17,293		
7906	Revenue Bond 97 Issue	22,687	22,687	22,687		
Total Other Uses		39,980	39,980	39,980	\$ 39,980	
Total Expenditures		527,161	552,161	552,161	\$ 561,695	\$ 9,535
8100	UEFB	0	(0)	(0)		

Fund 68 - Water Construction

City of Yachats Budget Fund 68 - Water Construction Fund						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward					
4410	Interest Earned					
4810	Transfer from Urban Renewal District					
4873	Transfer from S D C Fund					
4690	Other State Sources (Loan/Grant)				\$ 1,400,000	\$ 1,400,000
Total Revenue		-	-	-	\$ 1,400,000	
Total Revenue		-	-	-		
Expenditures						
Materials and Services						
5278	Design & Engineering				\$ 101,213	\$ 101,213
5279	Administration					
5282	Additional Services					
Total Materials and Services		-	-	-	\$ 101,213	
Other Expenses						
5800	Contingencies					
Total Other		-	-	-		
Operating Interfund Transfers						
7126	Transfer to Reserve					
Total Transfers		-	-	-		
Capital Outlay						
7241	Construction Cost-Tank S of Bridge				\$ 485,000	\$ 485,000
7242	Waterline Construction					
Total Capital Outlay		-	-	-	\$ 485,000	
Other Uses						
Total Other Uses		-	-	-		
Total Expenditures		-	-	-	\$ 586,213	
8100	UEFB	-	-	-	\$ 813,787	

Sewer Fund - Fund 70

City of Yachats Budget Fund 70 - Sewer Fund 2015-2016						
LINE	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change
4095	Cash Carry Forward	12,000	12,000	12,000	\$ 20,255	\$ 8,255
4310	Water/Sewer Service	470,000	495,000	495,000		
4320	Installation Charges	600	600	600		
4720	Grants					
4390	Miscellaneous Charges					
4410	Interest Earned	600	600	600		
4490	Other Local Sources					
4690	Other State Sources					
4590	Other Federal Sources					
Total Revenue		483,200	508,200	508,200	\$ 516,455	
Total Revenue		483,200	508,200	508,200		
Expenditures						
Personnel Services						
5111	City Recorder	29,311	11,000	11,000		
5112	Administration	31,913	31,913	31,913	\$ 22,913	\$ (9,000)
5113	Field Help	71,247	71,247	71,247		
5114	Office Help - position 1	17,920	14,000	14,000		
5115	Office Help - position 2	17,920	14,000	14,000		
5120	Payroll Taxes	18,574	16,443	16,443		
5130	Payroll Benefits	75,636	75,636	75,636		
5140	Personnel Allocations & Capitalized		-	-		
Total Personnel Services		262,522	234,239	234,239	\$ 225,239	
Materials and Services						
5210	Dues, Memberships, Fees	550	550	550		
5211	DEQ Fee	1,900	1,900	1,900		
5222	Insurance	12,771	12,771	12,771		
5240	Office Materials, Supplies	1,600	1,600	1,600		
5251	Office Telephone	5,800	5,800	5,800		
5255	Education and Training	2,000	2,000	2,000		
5260	Professional Services		-	-	\$ 9,000	\$ 9,000
5261	Auditor	4,895	4,895	4,895		
5270	Travel	4,050	4,050	4,050		
5311	Equipment Rental	1,000	1,000	1,000		
5312	Equipment Operation	2,000	2,000	2,000		
5313	Equipment Repair	6,000	6,000	6,000		
5330	Maintenance - Land and Structures	2,500	2,500	2,500		
5341	Plant and System Operations	45,000	45,000	45,000		
5342	Plant Utilities	20,000	20,000	20,000		
5344	Plant & System Maintenance	48,520	48,520	48,520		
5317	Small Tools & Equipment	1,500	1,500	1,500		
Total Materials and Services		160,086	160,086	160,086	\$ 169,086	
LINE	Capital Expenditures	PROPOSED	APPROVED	ADOPTED		
5650	C/O Office Equipment				\$ 2,340	\$ 2,340
Total Capital Expenditures		-	-	-	\$ 2,340	
Other Expenses						
5800	Contingencies		28,283	28,283	\$ 34,198	\$ 5,915
Total Other		-	28,283	28,283	\$ 34,198	
Other Financing Uses						
7126	Transfer to Reserve Fund	25,000	25,000	25,000		
7150	Transfer to Debt Service	60,592	60,592	60,592		
Total Transfers		85,592	85,592	85,592	\$ 85,592	
Capital Outlay						
7213	Operating Equipment					
7241	Construction Cost					
Total Capital Outlay		-	-	-		
7905	Revenue Bonds (final payment to be made from reserve fund)					
Total Other Uses		-	-	-		
Total Expenditures		508,200	508,200	508,200	\$ 516,455	
8100	UEFB	25,000	0	0		

USFS Contract - Fund 80

City of Yachats Budget Fund 80 - USFS Contract 2015-2016							
%	REVENUES	PROPOSED	APPROVED	ADOPTED	Supplemental Budget	Change	
4095	Cash Carry Forward	33,900	33,900	33,900	\$	48,961	\$ 15,061
4590	USFS	77,750	77,750	77,750	\$	36,250	\$ (41,500)
Total Revenue		111,650	111,650	111,650	\$	85,211	\$ (26,439)
Total Revenue		111,650	111,650	111,650			
Expenditures							
Personnel Services							
5113	Field Help	38,935	38,935	38,935	\$	15,000	\$ (23,935)
5120	Payroll Taxes	5,538	5,538	5,538	\$	2,000	\$ (3,538)
5130	Payroll Benefits	5,396	5,396	5,396	\$	2,000	\$ (3,396)
Total Personnel Services		49,869	49,869	49,869	\$	19,000	\$ (30,869)
Materials and Services							
5310	Yard Debris Dumpster	7,500	7,500	7,500			
5312	Equipment Operation	4,700	4,700	4,700	\$	2,000	\$ (2,700)
				-			
5320	Misc. Community Benefit Programs	49,581	49,581	49,581	\$	-	\$ (49,581)
Total Materials and Services		61,781	61,781	61,781	\$	9,500	\$ (52,281)
7126 Transfer to Capital Reserve Fund					\$	56,711	\$ 56,711
Total Transfers					\$	56,711	\$ 56,711
Total Expenditures		111,650	111,650	111,650	\$	85,211	

CITY COUNCIL AGENDA COVER-SHEET

From: Nancy Batchelder, City Recorder

- X Regular Meeting Agenda Item ☐ Work Session Discussion Topic
- o Add to agenda for _____ meeting.
 - o Continue this item until _____.
 - o Item dismissed.

DATE: January 28, 2016

Title: Recommendation from the Planning Commission: Membership

Item: At the January 19, 2016 Planning Commission Meeting the members discussed membership.

Commissioner Orchard stated that her membership expired and she is seeking reappointment. The Commission noted there are three applicants that have applied for the two vacancies.

One applicant, John Deriberprey, was present and described his qualifications and interest in being appointed to the Planning Commission.

Following discussion the following motions were made:

Motion to recommend to the City Council that John Deriberprey be appointed to the Planning Commission to complete the remaining 2-years of the 4-year term for one of the vacant positions, Aye - 4, No - 0.

Motion to recommend to the City Council that Commissioner Orchard be re-appointed to a new 4-year term, Aye – 4, No – 0.

Since the two other applicants were not present, the Planning Commission made the following motion:

Motion that the two remaining applications be forwarded to the City Council, and that the City Council appoint one applicant to complete the remaining 2-years of the 4-year term for the second vacant position, Aye – 4, No – 0.

The Commission requested staff to notify the three applicants to attend the February 8, 2016 City Council work session to be interviewed for the vacant positions.

.....

After the meeting, Sherry Dickinson withdrew her application for serving on the Planning Commission. Applications for the two remaining candidates are attached: Helen Anderson and John Deriberprey.

If reappointed Christine Orchard's term would end December 31, 2019. There are two other vacant seats, each with terms ending December 31, 2017.



COMMUNITY SERVICE REGISTRATION

Date 1/14/16

Name Heleen H Anderson

Home Address 77 8th St Yachats

Mailing Address PO Box 314 Yachats 97498

Work Phone Cell

Email address: om

I am interested in volunteering my time and talents to the City of Yachats. I am most interested in serving in the following capacity:

☐ Parks & Commons Commission

☐ Library Commission

☐ Public Works & Streets Commission

☒ Planning Commission

☐ Budget Committee

☐ Other Ad Hoc Committee: _____

Please tell us about yourself:

How long have you lived in Yachats full-time: 3 1/2 years

Background: BSE Mechanical Engineering. PhD Psychology + Marketing. Professor U of AZ, Business Consultant. Writer. Non profit Boards.

Skills: Analyzing data, problems, resources. Problem solving. Attention to detail. Presenting. Teaching. Technical writing.

Why you want to serve on a particular Commission or Committee: Believe land use is critical variable in future of cities and communities. Enjoy working with municipal codes, both watching and implementing. Wanting to give to Yachats.

As pertinent training opportunities occur, are you willing to attend recommended sessions? (Generally the City would cover the costs.) Yes ☒ No ☐

¹ Note: For Planning Commission you must have been a resident for six months. All applicants must live inside the city limits. (Exception: there may be one member on the Parks and Commons Commission and one member on the Library Commission that live in the greater Yachats area.)



COMMUNITY SERVICE REGISTRATION

Date 1/15/2016

Name JOHN DERIBERPREY

Home Address 1660 HWY 101 N YACHATS

Mailing Address PO Box 724

Home Phone _____ Work Phone 541-547-4395

Email address: peak.org

I am interested in volunteering my time and talents to the City of Yachats. I am most interested in serving in the following capacity:

- | | |
|--|---|
| ☐ Parks & Commons Commission | ☐ Library Commission |
| ☐ Public Works & Streets Commission | ☒ Planning Commission |
| ☐ Budget Committee | |
| ☐ Other Ad Hoc Committee: _____ | |

Please tell us about yourself:

How long have you lived in Yachats full-time: 6 YEARS

Background: LOCAL BUSINESS OWNER 4 YEARS, PASTOR + TEACHER
IN FORMER OCCUPATIONS, WORKED FOR STATE OF OREGON (U&O + DHS)
IN PUBLIC CONTACT POSITIONS

Skills: SPEAK 3 LANGUAGES FLUENTLY, HAVE WORKED IN LAW
ENFORCEMENT, IT PROFESSIONAL, YVAP VOLUNTEER

Why you want to serve on a particular Commission or Committee: ONLY COMMISSION
THAT DOESN'T TOUCH BUDGET ISSUES (CURRENTLY A CITY CONTRACTOR,
TRYING TO AVOID CONFLICT OF INTEREST)

As pertinent training opportunities occur, are you willing to attend recommended sessions? (Generally the City would cover the costs.) Yes ☒ No ☐

¹ Note: For Planning Commission you must have been a resident for six months. All applicants must live inside the city limits. (Exception: there may be one member on the Parks and Commons Commission and one member on the Library Commission that live in the greater Yachats area.)

CITY OF YACHATS
RESOLUTION NO. 2016-02-02
A RESOLUTION AUTHORIZING A LOAN FROM THE SAFE DRINKING
WATER REVOLVING LOAN FUND BY ENTERING INTO A FINANCING
CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE
AUTHORITY

The City Council (the “Governing Body”) of the City of Yachats (the “Recipient”) finds:

A. The Recipient is a community or nonprofit non-community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub. L. 104-182, as amended (the “Act”), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“the IFA”) to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. The Recipient has filed an application with the IFA to obtain financial assistance for a “safe drinking water project” within the meaning of the Act, and the IFA has approved the Recipient’s application for financial assistance from the Safe Drinking Water Revolving Loan Fund.

D. The Recipient is required, as a prerequisite to the receipt of financial assistance from the IFA, to enter into a Financing Contract with the IFA, substantially in the form attached hereto as Exhibit A.

E. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW THEREFORE, the City of Yachats resolves

1. Financing Loan Authorized. The Governing Body authorizes the Mayor to execute the Financing Contract and the Promissory Note (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from the IFA on the condition that the principal amount of the loan from the IFA to the Recipient is not more than \$1,400,000 (with \$640,000 eligible for principal forgiveness if contract conditions are met) and the interest rate is not more than 1% if contract conditions are met (and 2.2% if not met). The proceeds of the loan from the IFA must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Security. Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

- (a) Revenue from any water system project of the Recipient, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of the Recipient;

(d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or

(e) Any other source.

3. Additional Documents. The Mayor is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the IFA for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Mayor of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the IFA or their bond counsel to protect the tax-exempt status of such interest.

5. Reimbursement Bonds. The Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with IFA or the date the State of Oregon issues any bonds to fund the loan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the IFA pursuant to the Financing Contract, but only as permitted by IFA policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the IFA may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution constitutes "official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

PASSED AND ADOPTED this 11th day of February, 2016.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Yachats South Water Storage Tank

Project Number: S16018

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

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

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Form of Section 2.A. Promissory Note
Exhibit C-1	Form of Forgivable Promissory Note
Exhibit D	Project Description
Exhibit E	Project Budget
Exhibit F	Information Required by 2 CFR § 200.331(a)(1)
Exhibit G	Certification Regarding Lobbying

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$1,402,839.

“Forgivable Loan Amount” means \$640,000.

“Loan Amount” means \$760,000.

“Maturity Date” means the 29th anniversary of the Repayment Commencement Date.

“Note Interest Rate” means 1.00% per annum, computed on the basis of a 360-day year, consisting of twelve 30-day months.

“Payment Date” means December 1.

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

“Project Completion Deadline” means 36 months after the date of this Contract.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The IFA shall provide Recipient, and Recipient shall accept from IFA, financing for the Project specified below:

A. A non-revolving loan in an aggregate principal amount not to exceed the Loan Amount.

B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

“Loan” means, collectively and individually without distinction, as the context requires, the loans described in this section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project. If the Project is completed for less than the amount of the Estimated Project Cost, the availability under the Section 2.A. Note will be reduced accordingly.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The IFA’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The IFA, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. Recipient authorizes IFA to determine whether disbursements will be drawn from the Loan Amount or the Forgivable Loan Amount, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Loan Amount and Forgivable Loan Amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract and the Note in accordance with their terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of IFA to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against IFA or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Note Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract or the Note.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of IFA, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, IFA will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.
- F. Forgiveness. If Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, IFA shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Note. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, which survive payment of the Loan.

Notwithstanding the preceding paragraph, if, at the Project Completion Date, the average monthly residential water rates for the water supplied by the System are not at or above the affordability rate of \$41.86 per 7,500 gallons, \$500,000 of the amount due under the Forgivable Note will not be forgiven. Further, the Section 2.A. Note and the Forgivable Note shall, at IFA's discretion and after notice to Recipient, be modified as follows:

- (1) Interest shall accrue at the rate of Two and 20/100ths percent (2.20%) per annum.
- (2) The annual payments shall be adjusted to an amount to fully amortize the then outstanding balance of each Loan by the 19th anniversary of the Repayment Commencement Date, on which date any amounts outstanding under each Loan shall be due and payable in full.

The above-described modification shall be effective without the necessity of executing any further documents. However, at IFA's request, Recipient shall execute and deliver to IFA such additional agreements, instruments and documents as IFA deems necessary to reflect such modification, including but not limited to an amendment to the Contract and replacement Notes.

SECTION 5 - CONDITIONS PRECEDENT

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

SECTION 6 - USE OF FINANCIAL ASSISTANCE

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

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) The Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon, and (b) owns a community water system, as defined in the Act and OAR 123-049-0010.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract, the Note and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by IFA, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii)

cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, the Note and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C, and federal prevailing wage provisions in accordance with the federal Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002).
 - (3) The Recipient is required to place a sign at construction sites supported under this Contract displaying the EPA logo in a manner that informs the public that the Project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with EPA signage requirements at: http://www2.epa.gov/sites/production/files/2015-01/documents/signage_required_tc.pdfhttp://www2.epa.gov/sites/production/files/2015-01/documents/signage_required_tc.pdf
 - (4) SAFE DRINKING WATER IN OREGON: Program Guidelines & Applicant's Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (May 2015), as amended from time to time ("Safe Drinking Water Handbook"), including but not limited to the Federal Crosscutting Requirements described in the Safe Drinking Water Handbook.
 - (5) Lobbying. The Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any

of the above. The Recipient shall submit to IFA a Certification Regarding Lobbying, the form of which is attached as Exhibit G, and any applicable quarterly disclosure statement of covered lobbying activity. The Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement, and submit them to Recipient. The Recipient shall retain such certifications and make them available for inspection and audit by IFA, the federal government or their representatives. The Recipient shall forward any disclosure statements to IFA.

- (6) Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “66.468, Capitalization Grants for Drinking Water State Revolving Funds.” Recipient is a sub-recipient.

(a) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to IFA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to IFA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(c) Recipient shall save, protect and hold harmless IFA from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

- (7) Disadvantaged Business Enterprises. The Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. The Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. The Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. The Recipient agrees to apply the current regional fair share objectives.

The Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (8) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (9) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II must be included, as applicable, by Recipient in its contracts related to the Project.
- (10) Iron and Steel Products. Pursuant to the 2014 Congressional appropriations bill and 2015 Continuing Resolution for the Safe Drinking Water programs, none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (11) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) Provide IFA with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation and notice of award to IFA within ten (10) days after selecting a construction contractor.
- (3) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (4) Permit IFA to conduct field engineering and inspection of the Project at any time.
- (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by IFA in writing.
- (7) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- (9) Meters. Prior to final disbursement of the Loan, Recipient shall
 - (i) In the case of construction projects, install necessary source meters and service meters on all connections throughout the System.
 - (ii) In the case of planning, preliminary engineering and final design and specification projects, adopt a plan for the installation of necessary source meters and service meters on all connections throughout the System.

- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to IFA for the on-going operation and maintenance of the Project without reliance on IFA financing and furnish IFA, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than IFA, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to IFA and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless IFA agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, IFA may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of IFA’s costs related to such assumption, and receipt by IFA of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by IFA to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1) unless IFA agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by IFA.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to IFA and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).

- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit IFA, and any party designated by IFA, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as IFA may reasonably require. In addition, Recipient shall, upon request, provide IFA with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts, and service contracts that relate to the use of the Project.
- L. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- O. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of

the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

- P. Further Assurances. The Recipient shall, at the request of IFA, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
 - (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
 - (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse IFA for the portion

of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

- (6) Upon IFA's request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.
- (9) The Recipient may use the Financing Proceeds to reimburse itself for Project expenditures made prior to the funding of the Project only if permitted by Exhibit D and only if such reimbursement is allowed under one of the following four categories pursuant to 26 C.F.R. §1.150-2:
 - (a) Preliminary expenditures such as architectural, engineering, surveying, soil testing, bond issuance and similar costs that, in the aggregate, are not in excess of 20% of the Financing Proceeds. Costs of land acquisition, site preparation and similar costs incident to commencement of construction are not preliminary expenditures.
 - (b) Expenditures for issuance costs.
 - (c) Expenditures that are described in a reimbursement resolution or other declaration of official intent that satisfies the requirements of 26 C.F.R. §1.150-2 and paid no earlier than 60 days prior to the adoption of such resolution or official intent.
 - (d) Expenditures paid within 60 days prior to the date the Loan is funded.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.

- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract, the Note or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating IFA's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
- (2) Declaring all payments under the Note and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
- (3) Barring Recipient from applying for future awards.
- (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
- (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- (6) Exercising any remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of IFA, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of IFA. The IFA may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to IFA, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of IFA's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of IFA beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that IFA deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The IFA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are IFA or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

- D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to IFA: Program Services Division Manager
Infrastructure Finance Authority
Oregon Business Development Department
775 Summer Street NE, Suite 200
Salem OR 97301-1280

If to Recipient: Finance Committee Chair
City of Yachats
PO Box 345
Yachats OR 97498-0345

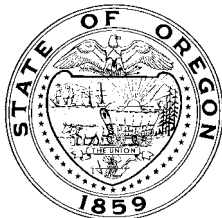
- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of IFA (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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



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



CITY OF YACHATS

By: _____
Robert Ault, Interim Assistant Director

By: _____
The Honorable Ronald Brean
Mayor of Yachats

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Lynn T. Nagasako as per email dated 20 January 2016
Lynn Nagasako, Sr. Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

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

“Act” means the Safe Drinking Water Act Amendments of 1996, Public Law 104-182, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 29 December 2015.

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

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

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

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

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

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates (including but not limited to all promissory notes) executed pursuant to or in connection with IFA’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan (described in section 2.A.) and the forgivable Loan.

“Forgivable Note” means the promissory note evidencing the forgivable Loan.

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

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

“Note” means, collectively and individually without distinction, the Section 2.A. Note and the Forgivable Note, as amended, extended or renewed from time to time.

“ORS” means the Oregon Revised Statutes.

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

“Section 2.A. Note” means the promissory note evidencing the Loan described in section 2.A. of this Contract.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

I. Security

A. **General Fund Pledge.** The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract and the Note. This Contract and the Note are payable from all legally available funds of Recipient.

B. Pledge of Net Revenues of the System

Capitalized terms used in this sub-section shall have the following meaning:

“Adjusted Net Revenues” means the Net Revenues, adjusted for purposes of Section B.3.C.(ii) as provided in Section B.3.E.

“Base Period” means the alternative selected by Recipient from the following two options: (a) any twelve consecutive months selected by Recipient out of the most recent eighteen months preceding the delivery of a series of Parity Obligations; or (b) the most recently completed fiscal year for which audited financial statements are available.

“Net Revenues” means System revenues after deduction for payment of the System’s operating and maintenance costs.

1. The principal of and interest on the Loan shall be payable from the Net Revenues of Recipient’s System. The Recipient hereby grants to IFA a security interest in and irrevocably pledges its Net Revenues to pay all of the obligations owed by Recipient to IFA under the Loan Agreement and Note.

2. The Recipient shall not incur any obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to the Loan without the prior written consent of IFA.

3. The Recipient may issue obligations payable from and secured by a lien on and pledge of the Net Revenues on a parity with the Loan (“Parity Obligations”), but only if:

A. No Event of Default under the Loan Agreement and Note has occurred and is continuing; and,

B. The Recipient obtains the prior written consent of IFA, which consent shall not be unreasonably withheld; and,

C. There shall have been filed with IFA either:

(i) A certificate of an official of Recipient stating that the Net Revenues (adjusted as provided in Section B.3.D. below) for the Base Period were not less than one hundred twenty percent (120%) of the maximum annual debt service on the Loan, outstanding senior lien obligations, and all outstanding Parity Obligations, with the proposed Parity Obligations treated as outstanding, or

(ii) A certificate of an official of Recipient:

(a) Stating the amount of the Adjusted Net Revenues for each of the five fiscal years after the last fiscal year for which interest on the proposed Parity Obligations is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five fiscal years after the proposed Parity Obligations are issued; and

(b) Concluding that the amount of Adjusted Net Revenues in each of the first four fiscal years described in Section B.3.C.(ii)(a) above are at least equal to one hundred twenty percent (120%) of the annual debt service for each of those respective fiscal years on the Loan, all outstanding senior lien obligations and all outstanding Parity Obligations, with the proposed Parity Obligations treated as outstanding; and

(c) Concluding that the amount of Adjusted Net Revenues in the fifth fiscal year described in Section B.3.C.(ii)(a) is at least equal to one hundred twenty percent (120%) of the maximum annual debt service on the Loan, all outstanding senior lien obligations, and all outstanding Parity Obligations, with the proposed Parity Obligations treated as outstanding.

D. The Recipient may adjust Net Revenues for purposes of Section B.3.C.(i) by adding any Net Revenues that Recipient calculated it would have had during the Base Period because of increases in the System rates, fees and charges which have been adopted by Recipient and are in effect on or before the date the Parity Obligations are issued.

E. The Recipient may adjust the Net Revenues for purposes of Section B.3.C.(ii):

(i) to reflect any changes in the rates and charges which have been adopted by Recipient and which are scheduled to take effect during the period described in Section B.3.C.(ii)(a), or which increase rates and charges for inflation at a level which Recipient determines is reasonable;

(ii) to reflect any changes in customers of the System that occurred after the beginning of the Base Period and prior to the date of Recipient's certificate; and

(iii) to reflect any changes to Net Revenues not included in the preceding subparagraphs that are projected to result from the completion and operation of additions and extensions to the System that were under construction at the beginning of the Base Period, or commenced construction after the beginning of the Base Period.

4. The Recipient may issue Parity Obligations to refund Parity Obligations without complying with Section 3 if the refunded Parity Obligations are defeased on the date of delivery of the refunding Parity Obligations and if the annual debt service on the refunding Parity Obligations does not exceed the annual debt service on the refunded Parity Obligations in any fiscal year by more than \$5,000. The Recipient shall notify IFA of its intent to issue such refunding Parity Obligations pursuant to this Section B.4. not later than 5 Business Days prior to the proposed closing date of the refunding Parity Obligations.

5. Notwithstanding the requirements of Section 3 above, loans previously made by IFA from the Special Public Works Fund, Water Fund, or Safe Drinking Water Fund to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of IFA's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

6. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan, any outstanding senior lien obligations, and any outstanding Parity Obligations.

7. The Recipient may establish a debt service reserve fund to secure repayment of Parity Obligations, provided that such debt service reserve fund is not required to be pledged to the payment of the debt service on such obligations unless the Net Revenues of the System are deposited into such debt service reserve fund only after provision is made for the payment of debt service on the Loan during the current fiscal year. IFA reserves the right to require that such debt service reserve fund is pledged to the payment of the Loan.

8. The Net Revenues pledged pursuant to paragraph 1 above and hereafter received by Recipient shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, except as provided in Sections B.2. and B.3., to the fullest extent permitted by ORS 287A.310. The Recipient hereby represents and warrants that the pledge of Net Revenues hereby made by Recipient complies with, and shall be valid and binding from the date hereof as described in ORS 287A.310.

EXHIBIT C - FORM OF SECTION 2.A. PROMISSORY NOTE

City of Yachats

PROMISSORY NOTE

Dated XXXXXXXXXXXXXXXXXX, XXXX

Yachats, Oregon

FOR VALUE RECEIVED, the City of Yachats, PO Box 345, Yachats OR 97498-0345 ("Recipient"), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY ("IFA"), at its principal office at 775 Summer Street NE Suite 200, Salem OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Seven Hundred and Sixty Thousand Dollars (\$760,000) or so much as is disbursed under the Contract (as defined below), plus interest on each disbursement at the Note Interest Rate of One percent (1.00%) per annum, from the disbursement date until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain contract, number S16018, between IFA and Recipient (as amended from time to time, the "Contract"). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

The Recipient shall make level installment payments of principal and interest, commencing on the Repayment Commencement Date and thereafter on each Payment Date. Each such installment will be in an amount sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date. Notwithstanding the above, the first such installment payment will be adjusted to include actual unpaid interest that accrued to the Repayment Commencement Date. On the Maturity Date, the entire outstanding principal balance and all accrued unpaid interest will be due and payable in full.

This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment) of the Contract.

This Note is given to avoid the execution by Recipient of an individual note for each disbursement of Loan proceeds by IFA to Recipient in accordance with section 3 (Disbursements) of the Contract. The Recipient authorizes IFA to record the date and amount of each such disbursement, the date and amount of each payment and prepayment by Recipient, and the amount of interest accrued and paid. Absent manifest error, such notations will be conclusive evidence of borrowing, payments and interest under this Note; provided, however, that failure to make any such notations will not affect the obligations of Recipient under this Note or the Contract.

If any Event of Default occurs, the outstanding balance of this Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys’ fees and costs at trial and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to IFA by its attorneys. Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Notice to Recipient: Do not sign this Note before you read it.

CITY OF YACHATS

By: _____XXXXXXXXXXXXXXXXXXXX

Title: _____XXXXXXXXXXXXXXXXXXXX

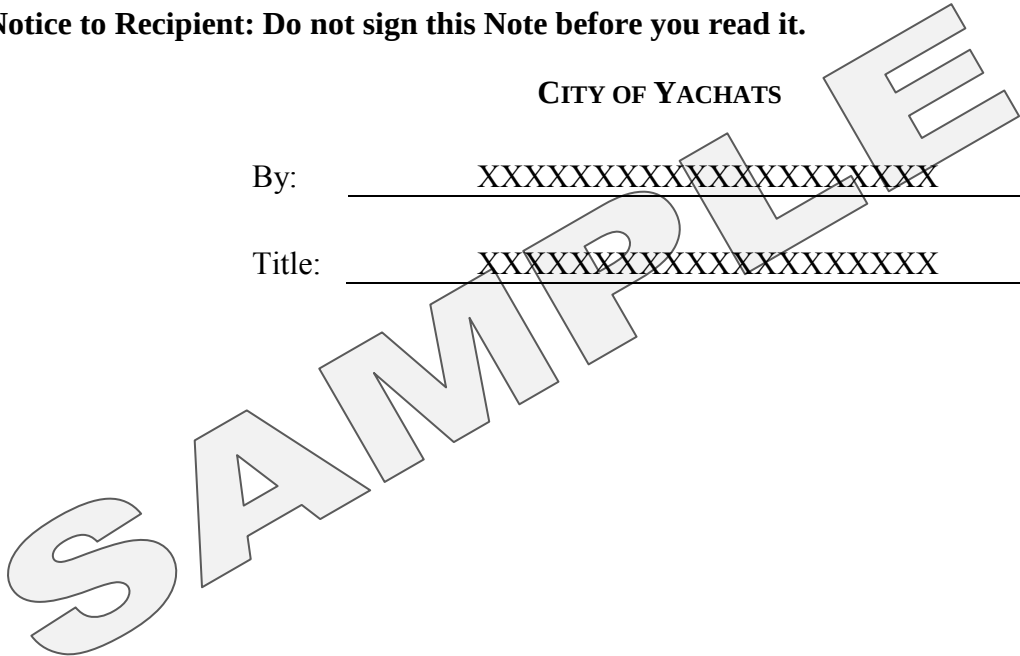


EXHIBIT C-1 - FORM OF FORGIVABLE PROMISSORY NOTE

City of Yachats

FORGIVABLE PROMISSORY NOTE

Dated XXXXXXXXXXXXXXXXXX, XXXX

Yachats, Oregon

FOR VALUE RECEIVED, the City of Yachats, PO Box 345, Yachats OR 97498-0345 (“Recipient”), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY (“IFA”), at its principal office at 775 Summer Street NE Suite 200, Salem OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Six Hundred and Forty Thousand Dollars (\$640,000) or so much as is disbursed under the Contract (as defined below), plus interest on each disbursement at the Note Interest Rate of One percent (1.00%) per annum, from the disbursement date until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain contract, number S16018, between IFA and Recipient (as amended from time to time; the “Contract”). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

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This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment; Forgiveness) of the Contract.

This Note is given to avoid the execution by Recipient of an individual note for each disbursement of Loan proceeds by IFA to Recipient in accordance with section 3 (Disbursements) of the Contract. The Recipient authorizes IFA to record the date and amount of each such disbursement, the date and amount of each payment and prepayment by Recipient, and the amount of interest accrued and paid. Absent manifest error, such notations will be conclusive evidence of borrowing, payments and interest under this Note; provided, however, that failure to make any such notations will not affect the obligations of Recipient under this Note or the Contract.

If any Event of Default occurs, the outstanding balance of this Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

THIS NOTE IS SUBJECT TO FORGIVENESS, IN WHOLE OR IN PART, PURSUANT TO SECTION 4.F. OF THE CONTRACT.

Notice to Recipient: Do not sign this Note before you read it.

CITY OF YACHATS

By: _____

XXXXXXXXXXXXXXXXXXXXXXX

Title: _____

XXXXXXXXXXXXXXXXXXXXXXX

EXHIBIT D - PROJECT DESCRIPTION
--

Recipient shall, with the assistance of an Oregon-licensed professional engineer, construct a 250,000-gallon or greater finished water storage reservoir on city-owned property, with a pump station and valving, to supply water to the residents and businesses of South Yachats and Lincoln County.

Exhibit E: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Planning	\$12,440	\$2,839
Design / Engineering	220,409	
Storage	700,000	
Pump Stations	288,819	
Contingency	178,332	
Total	\$1,400,000	\$2,839

EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): YACHATS, CITY OF
- (ii) Subrecipient's DUNS number: 12-067-0455
- (iii) Federal Award Identification Number (FAIN): 98009015
- (iv) Federal Award Date: 9 September 2015
- (v) Sub-award Period of Performance Start and End Date: 36 months from Contract execution to Maturity Date
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$1,400,000
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$1,400,000 during the current federal award year.
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$1,400,000
- (ix) Federal award project description: Oregon's Drinking Water State Revolving Fund: Appropriation for FFY-2015. This grant increases the capacity of Oregon to ensure that their public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection projection initiatives, including acquiring and conservation easements.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Infrastructure Finance Authority
 - (c) Contact information for awarding official of the pass-through entity: Robert Ault, Program Services Division Manager, 503-551-0917
- (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund
Amount: \$1,400,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this exhibit, the "pass-through entity" is the Oregon Business Development Department, Infrastructure Finance Authority.

EXHIBIT G - CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

CITY COUNCIL AGENDA COVER-SHEET
--

From: Nancy Batchelder, City Recorder

- ☒ Regular Meeting Agenda Item ☐ Work Session Discussion Topic
- o Add to agenda for _____ meeting.
 - o Continue this item until _____.
 - o Item dismissed.

DATE: January 28, 2016

Title: Recommendation from Parks and Commons Commission: Amenity & Tree Donation

Item:

At the June 2015 Parks and Commons Commission Meeting Parks and Commons Commission meeting they discussed three benches that needed to be replaced in the playground and park area.

Commission Chair, Don Niskanen said that when the original benches were installed the people making the donation were only asked to give enough to cover the cost of the bench and the plaque.

Svendsgaard said that she does not believe the City should be responsible for replacement of those benches for all time.

It was suggested that the City Council should be asked to discuss this at their next meeting.

Although the benches in the park pre-dated the donation recognition policy, the current policy states: **The City of Yachats is responsible for maintenance and repairs of facilities, and must consider replacement costs for plaques and other forms of acknowledgement subject to damage when developing on-site recognition.**

The policy only covers the recognition – not necessarily the actual structure on which the plaque is placed.

It was noted that the three benches that needed to be replaced were damaged by the City crew and/or contractor working on the playground improvements, so the City would be replacing them. However, it may be necessary to amend the Donation Recognition Policy to include language about replacement of such items as benches.

At the August City Council Work Session the Council discussed the request from the Parks and Commons Commission. At that time, Don Niskanen, Chair of the Parks and Commons Commission explained that when the Community Garden Task Force was working on the park the donors were only charged for the original bench and the plaques. Nothing was received for maintenance or replacement.

Brean said that the City would have built those benches for the park anyway, without the donations so those are City benches and should be replaced by the City.

Brean said that he believes it is time to move forward with the creation of an endowment fund to maintain any future donated facilities and acknowledgements.

Niskanen suggested that the Parks and Commons Commission discuss this at their next meeting and make a recommendation to City Council regarding a modified policy.

So, the City Council requested that the Parks and Commons Commission work on modifications to the current policy.

At the December 17, 2015 Parks and Commons Commission Meeting, Lauralee Svendsgaard submitted the attached draft for an Amenity and Tree Donation Policy, which the Commission voted to forward to the City Council for adoption.

However, the Current Donor Policy covers more than just the Parks and Commons since it refers to the Library and Museum as well and therefore the Parks and Commons Commission would not be the appropriate Commission to oversee those donations.

The City Council will need to decide if they wish to:

- Incorporate the recommended Amenity and Tree Donation Policy into the Current Donor Recognition Policy in some way; or
- Replace the Current Donor Recognition Policy; or
- Have a small group work to finalize a policy statement that combines both, and includes the established plans and locations referred to in the Amenity and Tree Donation Policy recommended from the Parks and Commons Commission.

Attachments:

Current Donor Recognition Policy

Draft Amenity & Tree Donation Policy as Recommended by the Parks and Commons Commission (10.29.15)

CITY OF YACHATS

ADMINISTRATIVE POLICY NO. 5 YACHATS DONOR RECOGNITION POLICY

Introduction

The City of Yachats values the widespread public support of individuals, foundations, corporations, non-profit organizations, service clubs, and other entities and seeks to provide appropriate recognition of this support.

Contributions may be made for a variety of purposes - to honor individuals or groups, as memorials or for altruistic purposes to further the aims of the City's Parks, Commons, Library and Museum programs. It shall be the City's policy to take into account the resources, function, and the experience for which various facilities are maintained when considering the appropriateness of the method of donor recognition.

Guiding Principles

The following basic principles form the basis for the Recognition Guidelines:

- The City of Yachats and staff appreciate gifts and memorials for the City's Parks, Commons, Library and Museum and the contribution those gifts make in furthering the purpose for which these facilities have been established.
- In all forms of recognition, the donor's wishes for anonymity shall be respected.
- It is generally preferable to express appreciation for contributions directly to the donors or sponsors rather than by forms of recognition to be displayed on City buildings or in parks.
- Recognition of corporate donations or sponsorships must not in any way suggest the endorsement of the City of Yachats, nor give the impression of advertising, commercialization or solicitation, or of a proprietary interest in the facility.
- Recognition shall not interfere with routine City operations or use.
- The City of Yachats is responsible for maintenance and repairs of facilities, and must consider replacement costs for plaques and other forms of acknowledgement subject to damage when developing on-site recognition.

Forms of Recognition

Off-Site Recognition

Thank You Letters—Every donor shall receive a letter of appreciation from the Chairperson of the appropriate Commission. Depending on the nature and significance of the gift, it might be appropriate to have a thank you letter also sent to the donor from the City Council and Mayor. In many cases, this might be all that is required. It should acknowledge the gift, the donor, date of acceptance and, for a monetary donation, the dollar amount. The thank you letter shall also serve

as evidence of the gift for the donor's tax records. As such, it should completely describe the gift. It should not, however, attempt to value the gift.

On-Site Recognition

Temporary Signs—Temporary signs (such as those used to acknowledge donors during construction activities or restoration of a structure or site, or to recognize a sponsor's financial support for a contract period) should be informational, of appropriate design and scale, and make clear that the City of Yachats is recognizing the donation. They should inform readers and might contain a brief message about the nature of the project and the support provided by the donor. The signs should be sturdy, constructed of high quality materials, consistent with the design of other city signs, professionally done and in keeping with appropriate design standards. Signs shall comply with Municipal Code Standards and shall not exceed four (4) square feet. The donor's name and corporate logo (if any) may be used if they are subordinate to the sign's message.

Temporary recognition signs may be left in place only for the contract period, or in the case of "construction" signs, for no more than six months beyond completion of the actual work on the project.

Recognition Boards/Walls

The appropriate Commission or City Council may approve the placement of donor boards or donor walls within City buildings, provided the boards or walls are not the first thing a visitor observes when entering the building, are subordinate to the primary function of the facility, and are consistent with professional design standards. Approval by the Commission or City Council will include setting the time for display of recognition. For example, temporary displays, such as "goal thermometers," might be appropriate for the life of a specific capital campaign while longer-term boards and walls might be appropriate for significant gifts.

Permanent Plaques

With the exception of preexisting donor programs, permanent plaques are to be considered carefully and should only be used to recognize significant monetary or public service contributions to the City of Yachats.

Endowments

Perhaps the surest way for a donor or sponsor to achieve long-term recognition is through an endowment. Endowments can be established to provide a permanent source of annual funding to support a variety of park and programmatic needs. The establishment of an endowment should be considered for inclusion in any major fundraising campaign to provide for future operations, maintenance and repair costs, especially those associated with major capital improvements. Entities wishing to endow should be encouraged to enter into discussions with the appropriate Commission or City Council to determine the provisions and limitations of the endowment.

Amenity & Tree Donation Policy
Draft 10.29.15

Purpose: The Amenity & Tree Donation Policy establishes guidelines and fees for the donation of park and trail amenities, trees, plaques and other items, generally referred to as "Gifts." The Policy also establishes the authorization process for the placement of Gifts. Unless specially exempted by the Commission or the City Council, under no circumstances shall the Gift, its purchase, installation, maintenance, repair or other costs incurred throughout the life of the Gift, be at citizen or tax payer expense.

Oversight: The Yachats Parks & Commons Commission ("Commission") is responsible for reviewing requests for Gift donations to the City of Yachats. The Commission may reject, suggest changes, or accept donation requests. Requests accepted by the Commission will then be forwarded to the City Council for consideration and possible final approval.

The Commission is essentially charged with ensuring that the donation is suitable and compatible with the character of Yachats; and that fees collected for the Gift will fully cover the cost of the gift for its duration, including administrative overhead, and routine maintenance. The Commission's assessment will consider the suitability of the item, the appropriateness of the location, maintenance factors and costs, along with any other factors involving the Gift. Every effort should be made to apply unique and artful designs in creating the Gift, with encouragement in the use of artists local to the general area.

The approval of Gifts are at the full discretion of the Yachats Parks & Commons Commission and the City Council.

Memorial benches and other amenities

The Commission has established **locations** for the possible placement of benches, picnic tables, interpretive panels, birdbaths, kinetic art and other outdoor amenities on City property and rights-of-way. Preference will be given to those offering donations in those specific sites. However other locations may be considered.

Memorial trees

The Commission has established locations for the planting of trees on City property. The selected locations also include the specie of tree that may be planted in that specific location. The City will maintain donated trees.

Signage and plaques: Signage or plaques indicating the commemorative nature of the memorial or other remembrances may be placed on an amenity upon prior approval as cited above. Tree signs will require the same approval, however in no instance may a sign be placed on a tree in a manner that compromises the health or

life of the tree. Signs or plaques will be left in place for 10 years or until they are no longer visually attractive.

Term

The acceptance of Gifts (amenities, trees, signage and plaques) will generally be on the basis of a **10-year term** commencing on the date of installation. During the term, the City agrees to maintain typical wear and tear of the Gift. At the end of the 10-year term, and upon 10-year increments thereafter in perpetuity, the donor may seek Commission approval to extend the term for an additional 10-years. Terms may not be longer than 10-years, and the renewal of the 10-year term must be made by written request or in person before the Commission.

At the end of each 10-year term, if no request for renewal of the term is made, the Commission may, at its full discretion, leave or move the amenity if in good repair, repair the amenity as appropriate at donors expense, or remove the amenity with no further obligation to the donor.

Fees

Fees to be paid by the donor of each Gift will be charged as follow:

- A. Actual cost of acquisition and installation
- B. Estimated 10 year maintenance assessment
- C. General administrative/endowment contribution of 10% to the total of A+B.

Fees B (maintenance assessment) and C (general administrative/endowment contribution) are payable upon the City Council's approval of the request.

Should the maintenance of the Gift (Fee "B" above) exceed the estimate during any 10-year term, the donor will be held responsible for the costs of repair or restoration.

Fees for the approval of all extensions of term will require an estimate of maintenance costs for the term, plus 10% of the maintenance cost for general administration.

The Commission may, at its discretion, adjust the administrative/endowment contribution rate.

Code Enforcement Report
January 2016

Happy New Year to All.

My New Year started with the announcement of my first grandchild on January 1st. My daughter, Robin, gave birth to a very healthy baby girl, Kathryn Lori Nolan. Mother, Baby and Father are doing fine. I look forward to seeing them on February 5..

I always anticipate the New Year. It gives a chance to finish what we couldn't complete in the last year. It also means new challenges, unknown to us right now. I wish you all the best for the New Year.

- Set up safety cones by Overleaf and Earthworks for the Peace Hike.
- Vacation rental inspection on Cedar Street.
- Attend Council Work session.
- Call property owner on Comb's Circle regarding V.R inspection.
- Attend the City Council meeting.
- Research vacation rentals that need re-inspection after the five year limit.
- Respond to the City Planner's email regarding two complaints on Ocean View Drive. -

A Tort Claim was filed against me over a vacation rental issue on Marine Drive.

- Attend the State of the City meeting.
- Talked to City Planner regarding the complaints.
- Tagged a white Mazda parked on Pontiac Street by the Ladies Club. A young woman was in the vehicle. She said she was out of gas and the battery was dead. I told her I would go home and get some gas and try to jump-start her car. We were able to get the car started. I gave her \$20.00 and suggested she try and make it to Newport and get in touch with My Sister's Place. They could probably board her for a couple of days. She has been parked there for a week or so. She drove off.
- Did a vacation rental inspection on Ocean View Drive.
- Did a vacation rental inspection on Comb's Circle.

Respectfully Submitted
Donald W. Niskanen
Code Enforcement Officer



486 E STREET • COOS BAY, OR 97420 • (541) 266-8601 • FAX (541) 266-8681
609 SW HURBERT STREET • NEWPORT, OR 97365 • (541) 264-7040 • FAX (541) 264-7041

▪ MONTHLY PROJECT STATUS REPORT ▪

Date:	January 29, 2016	Project Number:	3401-002
Project:	City of Yachats – South Tank and Pump Station Water Improvements		
Reporting Month:	January 2016		
Project Manager:	Matt Wadlington, P.E.		

Narrative of Monthly Progress:

This month the survey of the existing conditions at the tank site and Crestview Drive was completed including locations of existing water and sewer utilities. We have added the new survey points into the design drawings and have continued work on drafting plans. The plans are currently at 60 percent completion.

In addition to design, we have been in touch with Central Lincoln PUD, discussing available power at the proposed pump station site.

Finally, we are finishing an alternatives analysis to be reviewed by the City in the next month for a more permanent storm drainage conveyance design on Crestview drive. This was added as an addendum after the landslide that occurred in December on Crestview Drive.

Update on Budget Status:

The table below summarizes the Engineering project budget, to date. The original budget was \$162,310.00. This month an addendum for the additional design of the storm drainage down Crestview Drive, the new contract amount ("Total Contract Amount column) for each task and the sum total equaling \$169,010.00. As shown in the "Total Billed" column, the total engineering costs invoiced toward the contract to date are \$67,227.16 or around 40% of the overall budget. We feel the billing is commensurate with the progress made on the project.

MONTHLY PROJECT STATUS REPORT
YACHATS – SOUTH TANK AND PUMP STATION
JANUARY 2016

Phase Description	Total Contract Amount	Total Hours Worked	Total Billed	% Complete	Contract Remaining
Phase 1: Preliminary Engineering	\$ 57,759.00			68%	\$ 18,506.25
1.0 Administration of Site Clearing, Access Rd, and Tree Removal	\$ 15,279.00	71.5	8,920.50	58%	\$ 6,358.50
2.0 Preliminary Reservoir Sizing Evaluation	\$ 12,688.00	82.75	8,281.31	65%	\$ 4,406.69
3.0 Preliminary Design of Booster Pump Station and PRV Station	\$ 4,492.00	3	314.44	7%	\$ 4,177.56
4.0 Preliminary Geotech Evaluation and Report	\$ 15,815.00	11	15,815.00	100%	\$ -
5.0 Preliminary Cost Estimates	\$ 2,617.00	18.25	730.00	28%	\$ 1,887.00
6.0 Preliminary Project Schedule	\$ 1,100.00	4	520.00	47%	\$ 580.00
7.0 Preparation of Preliminary Design Technical Memorandum	\$ 5,768.00	70.25	4,671.50	81%	\$ 1,096.50
Phase 2: Final Design and Construction Engineering Services	\$ 111,251.00			25%	\$ 83,276.59
8.0 Final Engineering Design Services	\$ 59,835.00	216.5	26,664.88	45%	\$ 33,170.12
9.0 Engineering Services During Construction	\$ 32,938.00	0	896.78	3%	\$ 32,041.22
10.0 Post Construction Engineering Services	\$ 11,778.00	0.5	412.75	4%	\$ 11,365.25
AD 1: Storm Drainage Design Crestview Dr	\$ 6,700.00	0	0.00	0%	\$ 6,700.00
Total:	\$ 169,010.00	477.75	\$ 67,227.16	40%	\$ 101,782.84

Update on Project Schedule:

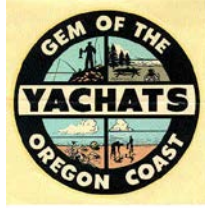
We will be looking to have the plans complete and ready to bid by March in order to be ready for construction by the summer. We are on track to meet that date.

Preview of Upcoming Events (next month +-):

We will continue work on the design and will provide the City with an analysis of two storm drainage designs for Crestview Drive. We will also send the City a copy of the 65% plans for review.

Additional Notes or Follow Up (if applicable):

We discussed the likely retaining wall with a structural engineer. Between them and the geotechnical engineer, they are recommending a soil nail retaining wall. We have asked them for a proposal to design the wall. Depending on the cost, we may need to negotiate an additional fee to cover the added design. We originally planned to require the contractor to include this cost in their bid, but based on the sensitive nature of the site, particularly after the slide last month, we are recommending that this be addressed up front.



City of Yachats

441 Hwy 101 N.
P O Box 345
Yachats, OR 97498

January 28, 2016

City Council

Dear City Councilors:

Please consider this my formal notice that I plan to retire from my position with the City of Yachats. My last day of work should be the last working day of the year, which will be December 30, 2016.

While there have been many challenges working for the City these years I am proud of my accomplishments. Following are just a few:

- In 1998, shortly after being promoted from Assistant City Recorder to City Recorder I recommended that the City develop a Capital Improvement Plan and establish a Finance Committee to look at long term revenue and expenses for the City. The concept was not immediately accepted, but I pursued it because I felt it was important to have a multi-year plan in place that not only identified the future needs but also identified the funding sources that could be used. Eventually it became a reality and I worked with volunteers and elected officials to develop the process and the forms for analyzing the projects.
 - The original Finance Committee was made up of the appointed members of the Budget Committee. The Capital Improvement Planning Committee was made up of members of each of the Commissions and the Little Log Church. And, I was appointed the Chair of each of those Committees. I worked with the members to develop the fiscal Policies for Management of Debt and Capital Improvements that are still in place today.
 - The original Finance Committee ceased to exist and when it was re-formed several years later, the makeup of the membership was changed and the Committee began taking on the functions of the CIP Committee. An appointed citizen replaced me as Chair, but I still work closely with the members of the committee. (I recently drafted a Code Amendment for City Council adoption that reflected the change in membership and Chair.)
- I took it upon myself to become the City's Risk Management Coordinator and have worked to reduce the annual insurance contributions by drafting policies for City Council adoption and scheduling trainings to complete the various items identified in the CIS Bonus Program.

c:\users\nancy\documents\letters and memos\cr_to_cc_retirement-2-16.docx

- I established the equipment replacement schedule used to set money aside each year to ensure that funds are available when needed to purchase replacements.
- When I started preparing the budgets the City had no Reserve Fund. I established the fund and began making sure that there was some money added to it each year. Although I cannot take credit for revenue the City receives and therefore the amount available to set aside in reserves, I think that my efforts as Budget Officer and Finance Officer have played some part in the development of the reserves, since there was none when I began.
- I developed the City's first web page on my own time at home in the evening. For the first couple of years I maintained the web site by transferring files from my office computer to the computer in the Civic Meeting Room because it was the only computer that had Internet access. City Council did not want the City Hall computers connecting to the Internet. Although it has since been called an embarrassment, at least the citizens have had a place to go for information about meetings, forms, the Municipal Code and other items of interest. I also researched and spent a lot of time getting the web site designation of "*ci.yachats.or.us*" which is a government designation that is used by many cities (ci) and counties (co) in the United States and was free. Other than the cost for the software I now use to update the page on a daily basis, the current website has never cost the City any money since the day I first launched it in 1997. I have always wanted to improve it, and have been offered help in the past, but without that help or the time to learn the software on my own that is one goal I have not met.
- I developed the Citizen's Handbook as a way to provide information about the City for newcomers and old-timers alike.
- I have received the designation of Master Municipal Clerk from the International Institute of Municipal Clerks, completed the Oregon Municipal Finance Officers Association Certification Program and the League of Oregon Association Local Government Management Certification Program.
- Using tools from CIS, I drafted the original and updated Employee Handbooks, the Safety Manual, Fleet Policy and Sewer Maintenance Policies for City Council adoption. Once adopted these all reduced the amount of insurance premiums.
- I have assisted all of the various Commissions and Committees through the years as they worked to achieve their goals, including drafting the original Commons Policy Manual for the Commission to review, edit and finalize before forwarding to City Council for adoption.
- I have always tried to ensure that City Hall has served the public in an honest and professional manner and we have done it on a very tight budget.

While I do not know what the City's plans will be after I leave, the office staff has been planning for this type of transition for a while.

I believe that many of the duties I have been performing for the past 20+ years will shift to the new City Administrator and the two Deputy Recorders have already begun cross training, with more planned in the year to come.

Kimmie and Linda are enrolled in a budget training in February and will be assisting me in the preparation of the budget for 2016-2017.

Kimmie has asked to be enrolled in the Oregon Municipal Finance Officers Association Certification Program and the League of Oregon Cities Local Government Management Certification Program. These are both excellent programs I have completed in the past and I am sure that she will acquire valuable skills.

Kimmie and Linda have been members of the Oregon Association of Municipal Recordors (OAMR) for the past several years and have attended the Mid-Year and Annual training opportunities offered as they prepared to begin taking over some of my responsibilities. They have received scholarships for the registrations from OAMR so the only expense for the City has been the travel.

Linda has completed enough hours of training and has applied for her Certified Municipal Clerks Designation through the International Institute of Municipal Clerks and Kimmie has one more week of classes before she will apply for her designation. That training will take place this summer.

Several months ago I delegated the responsibility for working with the Public Works & Streets Commission and the Emergency Planning Committee to Kimmie and the Parks and Commons Commission and the Library Commission to Linda so they have been gaining experience in agenda preparation, posting documents to the document library, taking minutes and following up with action items after the meetings.

I have shifted the payroll duties to Linda, and in the coming months I anticipate that I will be delegating more of the accounting responsibilities to her as well.

I perform quite a few tasks only one or two times a year. As I do those tasks this year I will be showing Kimmie and Linda how to do them and sharing my notes and step by step procedures. I also keep a hard copy calendar with "ticklers" and samples of things such as the annual reports that are required - such as the System Development Charges and Urban Renewal District Report.

Sincerely,

Nancy Batchelder
City Recorder

To: Yachats City Council
From: Bob Bennett, Emergency Planning Committee
Subject: February 2016 Status Report

February 4, 2016

The Emergency Planning Committee (EPC) met on February 2nd with a focus on developing the objectives for the Cascadia Event in June. Frankie Petrick, YRFPD Chief, participated in the discussions. There was not enough time to work on the logs for the slide so it was assigned as homework for the Committee members.

- Cascadia Event on June 7th based on a 6.0 quake and no tsunami.
 - Basic objective is to define how to manage an Emergency Operations Center which involves both the City and YRFPD.
 - Event at this time is based on a 1,000 GPM leak on the M Gallon tank caused by the quake.
 - YRFPD would be organizing and evacuation of residents below the tank.
 - More details under development for doing this as a Table Top Exercise.
 - Will require an approved procedure for use of the reverse 911 system (currently under review by Jenny Demaris)
- Cascadia Event on June 10th based on a 9.0 quake with a tsunami.
 - Organize a City wide evacuation drill.
 - Basic objectives are listed below:
 - Allow citizens to understand how long it would take to reach a safety zone.
 - Identify staging areas where evacuees would assemble (would be done in advance and marked).
 - Develop a short list of 4-6 next steps evacuees would do after reaching a safety zone (would be done in advance).
 - Preliminary work which must be completed before the end of April:
 - Coordinate with ODOT for allowing multiple crossing of US 101 by citizens and visitors.
 - Need signage announcing event and signage placed on US 101 for notice on the day of the evacuation drill.
 - Work with business community for participation during the drill.
 - Prepare fliers and instructions prior to the drill for distribution including handouts for business.

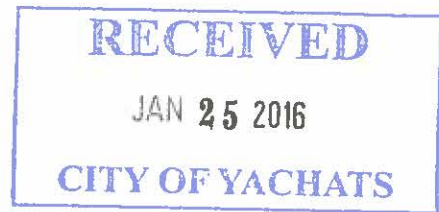
- Coordinate with LCSO for law enforcement support for traffic management.
- Get list of volunteers to staff staging areas and assist in crossing US 101.

The Committee also urges that south emergency supply container and the construction of the south water storage tank pump station be combined into a single building as they appear to occupy the same location based on current plans. The Public Works Commission supports this view and asked Rick McClung to request and estimate from Civil West. Request this option be presented to the City Council and the Finance Committee.

- Work deferred till after Cascadia Event:
 - o Complete work on the updated Appendixes for the Emergency Plan from the last table top.
 - o Begin draft of Emergency Debris Management Plan for Yachats

CC: Emergency Planning Committee, Walt Weyand, Larry Nixon, Don Goth, Bill Watson, Nancy Batchelder, Rick McClung, Kimmie Allison, Frankie Petrick, Jenny Demaris

January 20, 2016



TO: CITY OF YACHATS, FRIENDS OF THE COMMONS,
CC: LEON STERNER
FROM: YACHATS EXERCISE GROUP
RE: SCHEDULING CONFLICTS

This morning we were notified—at 7 a.m.—that the Watersheds Council would be using the Commons and that therefore, the exercise class for today was cancelled. The notification was by phone to Andrea, who then sent out an email to the class.

This is simply not acceptable. The exercise class meets three times a week, from 10 a.m. to 11 a.m. Everyone pays \$2 each time. There are between 20 and 30 people in the group, which yields \$6,240 - \$9,360 a year to help support the Commons. That is not an insignificant amount!

We have cooperated with requests to give up the gym because of renters who “pay.” For example, in the fall, we are out of the building for about ten days for a church group. We know about this in advance and are able to arrange to use the Lions Hall. We donate our \$2/person to the Lions during this period.

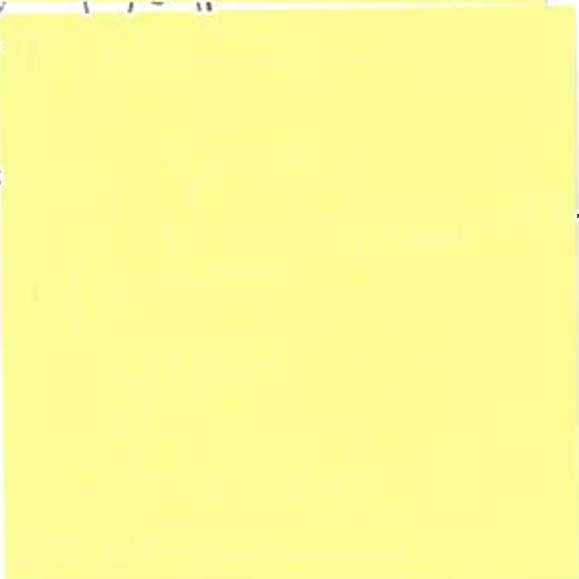
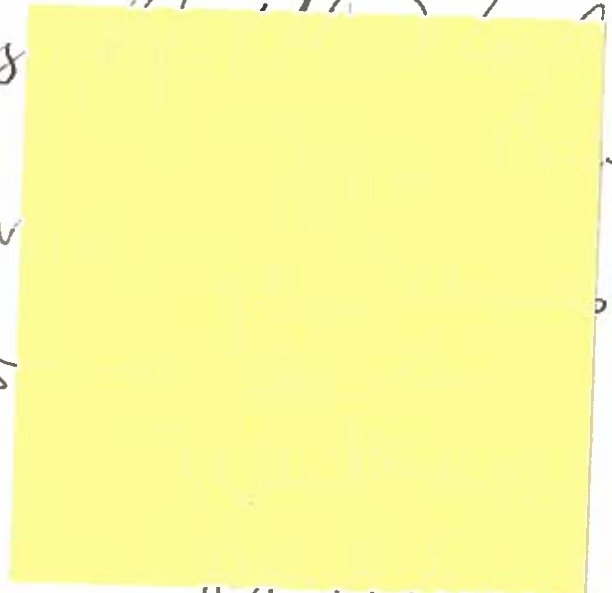
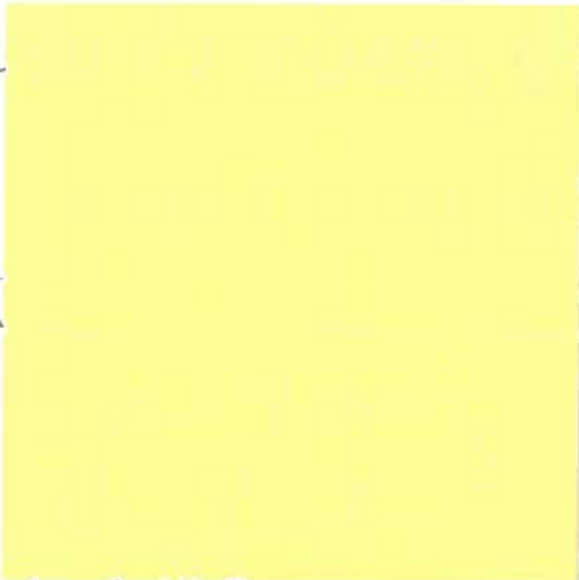
Occasionally we have also been asked to give up our use of the building for a day when another group wants to rent it. Generally, we just skip the work-out for that one day. We have been willing to do this in a spirit of cooperation, although it rankles every time it happens.

However, being notified on the morning of an event that the room will not be available is NOT acceptable. It’s disrespectful and causes inconvenience since not everyone is able to check their email in the morning. Some people come to class from Waldport or Ten Mile. Andrea drives in from ten miles up the Yachats River.

We understand that Leon has a lot of responsibilities to deal with and mistakes can be made, but it is NOT acceptable to expect us to look at the calendar to determine that our regularly scheduled event has been bumped. At the time that a reservation is accepted which causes a user conflict, there should be a written notice provided to the contact person for the cancelled activity. This should be automatic. It would be nice, in fact, if we were at least asked if we are willing to cancel our class.

The Commons is a convenient location but it is not the only location. If this ever happens again, we will seriously consider switching to the Lions for our exercise class and the Commons can then look for "paying" renters to make up the \$6,240-\$9,360 that they will lose.

Thank you for your consideration.





A note from the desk of President Dr. Birgitte Ryslinge

December 31, 2015

Dear Friend of Oregon Coast Community College,

*On behalf of Oregon Coast Community College, please accept my heartfelt appreciation for your contribution throughout the year 2015. Your contributions help to change lives and help us to realize our vision of **Shaping the Future Through Learning**. Lincoln County students face many barriers in their pursuit of a College degree or credential, not the least of which are financial barriers. By supporting students through scholarships, you help them fulfill their dreams and also to support their families and communities.*

Our College benefits from a wonderful giving community, and we are honored to include you! Due in part to your generous donations, we were able to award over \$80,000 in scholarships this past year. Your dedication to student success and the future of Lincoln County is underscored by your investment in the College. Donor gifts also support our intent to reach independent accreditation and to significantly grow the College and the number of students and employers we will serve in the years to come.

I invite you to stay connected with OCCC through our website: <http://www.oregoncoastcc.org/> Here you can find comprehensive information on the College, its offerings, current events, news updates and much more. College stories are posted throughout the year to highlight our evolving story as a College and Community.

I look forward to an exciting year of continued growth and to the successes we will realize with support from wonderful donors like you! Warm regards to you and yours and best wishes in 2016.

With Sincere Appreciation,

Birgitte Ryslinge

President

541 867-8532

birgitte.ryslinge@occc.cc.or.us

The mission of the Oregon Coast Community College Foundation is to advance educational opportunities by raising funds for college needs while increasing public awareness of the College and its many benefits.

RECEIVED

FEB 10 2016

CITY OF YACHATS

29 January 2016
293 W 3rd St
Yachats, OR

Yachats City Council, Yachats, OR 97498

Dear City Councilors,

I would like to let you know how much I appreciate having our Code Enforcement Officer, Don Niskanen, here in Yachats.

During the second and third weeks of January my neighbors and I realized that there was a car parked on Pontiac Street here in Yachats that had been there a long time. By the time we started talking to each other about it, it had been parked on the west side of Pontiac, just outside the Yachats Ladies' Club and across the street from the Little Log Church, for approximately 2 weeks. It was a late model Mazda SUV and had California license plates. Once parked there, it never moved. It might not have made a particular impression on anyone except for the fact that there was a live dog inside, so we worried about the dog's welfare.

Only occasionally would I see the apparent owner of the car arrive to care for the dog, and once I was able to speak with her. She was a well-dressed young woman who told me her name was Erin, the dog's name was Lizzie. She said that her car had a dead battery and that she was waiting for a friend of hers to meet her here to help her get the car going again. She said she didn't know anyone here, and that she was camping. She was difficult to speak with, since she kept turning away, walking away, and did not seem to want to talk with me. She didn't ask me for help, although if she had been more receptive I could have offered it. None of my neighbors ever found an opportunity to talk with her.

So her car stayed there a couple more weeks, during which time I saw her come and go a few times. Frankie's firemen at the fire station around the corner checked up on the dog, which seemed to be frisky and well-treated. We all worried about this mysterious and evasive young woman and her dog, but didn't want to intrude on her private life since she didn't seem to want our help.

I finally spoke about it with Don Niskanen. He said he would check into it, since there is a city ordinance that states a vehicle can't be parked on a public street in Yachats for longer than 72 hours.

He found the young woman in the car, and spoke with her about the ordinance, and told her it would have to be moved. He said she seemed stressed, and explained to him that it was out of gas and the battery was dead. He went home, got his jumper-cables and a can of gasoline, and worked with the car until he got it started. He then gave her a little money, directed her to the gas station in Waldport, and gave her directions to My Sister's Place Women's Shelter in Newport. She left, expressing her thanks to him.

Don was kind and helpful to this young woman while carrying out his duties as Code Enforcement Officer. He went out of his way to get her car started and told her about a safe destination once she was mobile again. This was perhaps a small problem, but Don handled it well, and my neighbors and I appreciate his intervention and the positive outcome he facilitated.

Sincerely,

Peggy Speer, 293 W 3rd St, Yachats 541.547.4431

CITY COUNCIL AGENDA COVER-SHEET

From: Nancy Batchelder, City Recorder

- X Regular Meeting Agenda Item ☐ Work Session Discussion Topic
- o Add to agenda for _____ meeting.
 - o Continue this item until _____.
 - o Item dismissed.

DATE: January 28, 2016

Title: Recommendation from the Planning Commission: Membership

Item: At the January 19, 2016 Planning Commission Meeting the members discussed membership.

Commissioner Orchard stated that her membership expired and she is seeking reappointment. The Commission noted there are three applicants that have applied for the two vacancies.

One applicant, John Deriberprey, was present and described his qualifications and interest in being appointed to the Planning Commission.

Following discussion the following motions were made:

Motion to recommend to the City Council that John Deriberprey be appointed to the Planning Commission to complete the remaining 2-years of the 4-year term for one of the vacant positions, Aye - 4, No - 0.

Motion to recommend to the City Council that Commissioner Orchard be re-appointed to a new 4-year term, Aye – 4, No – 0.

Since the two other applicants were not present, the Planning Commission made the following motion:

Motion that the two remaining applications be forwarded to the City Council, and that the City Council appoint one applicant to complete the remaining 2-years of the 4-year term for the second vacant position, Aye – 4, No – 0.

The Commission requested staff to notify the three applicants to attend the February 8, 2016 City Council work session to be interviewed for the vacant positions.

After the meeting, Sherry Dickinson withdrew her application for serving on the Planning Commission. Applications for the two remaining candidates are attached: Helen Anderson and John Deriberprey.

If reappointed Christine Orchard's term would end December 31, 2019. There are two other vacant seats, each with terms ending December 31, 2017.



COMMUNITY SERVICE REGISTRATION

Date 1/14/16

Name Heleen H Anderson

Home Address 77 8th St Yachats

Mailing Address PO Box 314 Yachats 97498

Work Phone _____
Cell _____

Email address: _____ om

I am interested in volunteering my time and talents to the City of Yachats. I am most interested in serving in the following capacity:

☐ Parks & Commons Commission

☐ Library Commission

☐ Public Works & Streets Commission

☒ Planning Commission

☐ Budget Committee

☐ Other Ad Hoc Committee: _____

Please tell us about yourself:

How long have you lived in Yachats full-time: 3 1/2 years

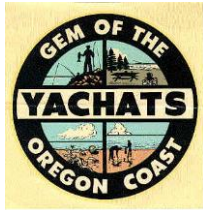
Background: BSE Mechanical Engineering. PhD Psychology + Marketing. Professor U of AZ, Business Consultant. Writer. Non profit Boards.

Skills: Analyzing data, problems, resources. Problem solving. Attention to detail. Presenting. Teaching. Technical writing.

Why you want to serve on a particular Commission or Committee: Believe land use is critical variable in future of cities and communities. Enjoy working with municipal codes, both watching and implementing. Wanting to give to Yachats.

As pertinent training opportunities occur, are you willing to attend recommended sessions? (Generally the City would cover the costs.) Yes ☒ No ☐

¹ Note: For Planning Commission you must have been a resident for six months. All applicants must live inside the city limits. (Exception: there may be one member on the Parks and Commons Commission and one member on the Library Commission that live in the greater Yachats area.)



City of Yachats

Public Works Department
500 W. 7th St.
P.O. Box 345
Yachats, OR 97498

Date: Feb. 1st 2015

To: City Council and Public Works & Streets Commission

From: Rick McClung & David Buckwald

Re: January 2016 Public Works Report **Subject:** Work Outside of Normal Operations

Department	Subject	Description
Buildings	Commons	Ordered all new exterior fire rated doors to be installed by contractor. Work will begin in a week or 2 -This is a Fire Marshal requirement.
Buildings	Commons Shelter	Painted continuous aluminum gutters will be installed on the west side of the Commons Picnic Shelter. Work will begin soon
Buildings	Public Works	New gutters will be installed on the UV building & segments of the Blower and Breakroom buildings. All will be replaced with painted continuous aluminum gutters
Buildings	Public Works Shop	Installed new hand rails on both staircases to mitigate safety issues.

Streets	Blackstone Gates	New heavy duty gates have been ordered. A portion of Gimlet Way does not meet City Code because it is too steep. The gates will close the road in that portion.
Streets	Crestview Ln. Landslide	Ray Wells Excavation performed the slide repair. Road is reopened and has an improved drainage system installed for future growth.
Wastewater	Department of Environmental Quality	DEQ compliance inspection—went well, no issues
Wastewater	Smoke Testing Enforcement	Inspected and approved the remaining 2015 smoke testing deficiencies except the Dublin House Motel. The Dublin requested an extension of time due high water table. I gave them 90 days.
Wastewater	Inflow & Infiltration	CCTV 325 feet of sewer collection pipe looking for inflow & infiltration as well as logging pipe conditions and lateral locations.
CIP Wastewater	Decant Center	Reece Engineering is drawing the plans and estimating construction cost for the Decant Basin. Will send to DEQ for approval when plans arrive.
Water Wastewater	5 years CIP Planning	Water and Wastewater Leads met with Public Works & Streets Chairman Bob Bennett, Bob is a good tutor and helped layout the structure that the Finance Committee would like to see.

Water	10" mainline –Big leak repair (100 gpm)	Field Crew Russ Roberts and Jeremy Mabe did an outstanding job repairing this big water main. This leak most likely started about a month ago.
Water	New Fire Hydrant Installation	Field Crew replaced old hydrant on Oceanview Dr. This was an O&M planned project.
Water	New SCADA system at WTP	New SCADA Software and PLC Code was installed by Contractors. WTP operator is performing all the integrating and graphic arts for the HMI portion of the SCADA system.
CIP- Water	South Reservoir	Added a new storm drainage task order to the project - preliminary engineering is 60% complete
CIP -Water	Looping Project	Blackstone water system is on-line, all reservoirs, booster stations and services are now activated. SCADA system improvements to begin in a couple of weeks.
CIP- Water	101 Waterline Replacement	Met with Reece Engineering and the Contractor to discuss logistics. Contractor has begun staging for the job.
CIP-Water	Surfside & Reeves Circle waterline replacement	Reece Engineering prepared bid documents and are now soliciting contractors for the project.

CITY COUNCIL AGENDA COVER-SHEET
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From: Nancy Batchelder, City Recorder

- ☒ Regular Meeting Agenda Item ☐ Work Session Discussion Topic
- o Add to agenda for _____ meeting.
 - o Continue this item until _____.
 - o Item dismissed.

DATE: January 28, 2016

Title: Recommendation from Parks and Commons Commission: Amenity & Tree Donation

Item:

At the June 2015 Parks and Commons Commission Meeting Parks and Commons Commission meeting they discussed three benches that needed to be replaced in the playground and park area.

Commission Chair, Don Niskanen said that when the original benches were installed the people making the donation were only asked to give enough to cover the cost of the bench and the plaque.

Svendsgaard said that she does not believe the City should be responsible for replacement of those benches for all time.

It was suggested that the City Council should be asked to discuss this at their next meeting.

Although the benches in the park pre-dated the donation recognition policy, the current policy states: **The City of Yachats is responsible for maintenance and repairs of facilities, and must consider replacement costs for plaques and other forms of acknowledgement subject to damage when developing on-site recognition.**

The policy only covers the recognition – not necessarily the actual structure on which the plaque is placed.

It was noted that the three benches that needed to be replaced were damaged by the City crew and/or contractor working on the playground improvements, so the City would be replacing them. However, it may be necessary to amend the Donation Recognition Policy to include language about replacement of such items as benches.

At the August City Council Work Session the Council discussed the request from the Parks and Commons Commission. At that time, Don Niskanen, Chair of the Parks and Commons Commission explained that when the Community Garden Task Force was working on the park the donors were only charged for the original bench and the plaques. Nothing was received for maintenance or replacement.

Brean said that the City would have built those benches for the park anyway, without the donations so those are City benches and should be replaced by the City.

Brean said that he believes it is time to move forward with the creation of an endowment fund to maintain any future donated facilities and acknowledgements.

Niskanen suggested that the Parks and Commons Commission discuss this at their next meeting and make a recommendation to City Council regarding a modified policy.

So, the City Council requested that the Parks and Commons Commission work on modifications to the current policy.

At the December 17, 2015 Parks and Commons Commission Meeting, Lauralee Svendsgaard submitted the attached draft for an Amenity and Tree Donation Policy, which the Commission voted to forward to the City Council for adoption.

However, the Current Donor Policy covers more than just the Parks and Commons since it refers to the Library and Museum as well and therefore the Parks and Commons Commission would not be the appropriate Commission to oversee those donations.

The City Council will need to decide if they wish to:

- Incorporate the recommended Amenity and Tree Donation Policy into the Current Donor Recognition Policy in some way; or
- Replace the Current Donor Recognition Policy; or
- Have a small group work to finalize a policy statement that combines both, and includes the established plans and locations referred to in the Amenity and Tree Donation Policy recommended from the Parks and Commons Commission.

Attachments:

Current Donor Recognition Policy

Draft Amenity & Tree Donation Policy as Recommended by the Parks and Commons Commission (10.29.15)

CITY OF YACHATS

ADMINISTRATIVE POLICY NO. 5 YACHATS DONOR RECOGNITION POLICY

Introduction

The City of Yachats values the widespread public support of individuals, foundations, corporations, non-profit organizations, service clubs, and other entities and seeks to provide appropriate recognition of this support.

Contributions may be made for a variety of purposes - to honor individuals or groups, as memorials or for altruistic purposes to further the aims of the City's Parks, Commons, Library and Museum programs. It shall be the City's policy to take into account the resources, function, and the experience for which various facilities are maintained when considering the appropriateness of the method of donor recognition.

Guiding Principles

The following basic principles form the basis for the Recognition Guidelines:

- The City of Yachats and staff appreciate gifts and memorials for the City's Parks, Commons, Library and Museum and the contribution those gifts make in furthering the purpose for which these facilities have been established.
- In all forms of recognition, the donor's wishes for anonymity shall be respected.
- It is generally preferable to express appreciation for contributions directly to the donors or sponsors rather than by forms of recognition to be displayed on City buildings or in parks.
- Recognition of corporate donations or sponsorships must not in any way suggest the endorsement of the City of Yachats, nor give the impression of advertising, commercialization or solicitation, or of a proprietary interest in the facility.
- Recognition shall not interfere with routine City operations or use.
- The City of Yachats is responsible for maintenance and repairs of facilities, and must consider replacement costs for plaques and other forms of acknowledgement subject to damage when developing on-site recognition.

Forms of Recognition

Off-Site Recognition

Thank You Letters—Every donor shall receive a letter of appreciation from the Chairperson of the appropriate Commission. Depending on the nature and significance of the gift, it might be appropriate to have a thank you letter also sent to the donor from the City Council and Mayor. In many cases, this might be all that is required. It should acknowledge the gift, the donor, date of acceptance and, for a monetary donation, the dollar amount. The thank you letter shall also serve

as evidence of the gift for the donor's tax records. As such, it should completely describe the gift. It should not, however, attempt to value the gift.

On-Site Recognition

Temporary Signs—Temporary signs (such as those used to acknowledge donors during construction activities or restoration of a structure or site, or to recognize a sponsor's financial support for a contract period) should be informational, of appropriate design and scale, and make clear that the City of Yachats is recognizing the donation. They should inform readers and might contain a brief message about the nature of the project and the support provided by the donor. The signs should be sturdy, constructed of high quality materials, consistent with the design of other city signs, professionally done and in keeping with appropriate design standards. Signs shall comply with Municipal Code Standards and shall not exceed four (4) square feet. The donor's name and corporate logo (if any) may be used if they are subordinate to the sign's message.

Temporary recognition signs may be left in place only for the contract period, or in the case of "construction" signs, for no more than six months beyond completion of the actual work on the project.

Recognition Boards/Walls

The appropriate Commission or City Council may approve the placement of donor boards or donor walls within City buildings, provided the boards or walls are not the first thing a visitor observes when entering the building, are subordinate to the primary function of the facility, and are consistent with professional design standards. Approval by the Commission or City Council will include setting the time for display of recognition. For example, temporary displays, such as "goal thermometers," might be appropriate for the life of a specific capital campaign while longer-term boards and walls might be appropriate for significant gifts.

Permanent Plaques

With the exception of preexisting donor programs, permanent plaques are to be considered carefully and should only be used to recognize significant monetary or public service contributions to the City of Yachats.

Endowments

Perhaps the surest way for a donor or sponsor to achieve long-term recognition is through an endowment. Endowments can be established to provide a permanent source of annual funding to support a variety of park and programmatic needs. The establishment of an endowment should be considered for inclusion in any major fundraising campaign to provide for future operations, maintenance and repair costs, especially those associated with major capital improvements. Entities wishing to endow should be encouraged to enter into discussions with the appropriate Commission or City Council to determine the provisions and limitations of the endowment.

Amenity & Tree Donation Policy
Draft 10.29.15

Purpose: The Amenity & Tree Donation Policy establishes guidelines and fees for the donation of park and trail amenities, trees, plaques and other items, generally referred to as "Gifts." The Policy also establishes the authorization process for the placement of Gifts. Unless specially exempted by the Commission or the City Council, under no circumstances shall the Gift, its purchase, installation, maintenance, repair or other costs incurred throughout the life of the Gift, be at citizen or tax payer expense.

Oversight: The Yachats Parks & Commons Commission ("Commission") is responsible for reviewing requests for Gift donations to the City of Yachats. The Commission may reject, suggest changes, or accept donation requests. Requests accepted by the Commission will then be forwarded to the City Council for consideration and possible final approval.

The Commission is essentially charged with ensuring that the donation is suitable and compatible with the character of Yachats; and that fees collected for the Gift will fully cover the cost of the gift for its duration, including administrative overhead, and routine maintenance. The Commission's assessment will consider the suitability of the item, the appropriateness of the location, maintenance factors and costs, along with any other factors involving the Gift. Every effort should be made to apply unique and artful designs in creating the Gift, with encouragement in the use of artists local to the general area.

The approval of Gifts are at the full discretion of the Yachats Parks & Commons Commission and the City Council.

Memorial benches and other amenities

The Commission has established **locations** for the possible placement of benches, picnic tables, interpretive panels, birdbaths, kinetic art and other outdoor amenities on City property and rights-of-way. Preference will be given to those offering donations in those specific sites. However other locations may be considered.

Memorial trees

The Commission has established locations for the planting of trees on City property. The selected locations also include the specie of tree that may be planted in that specific location. The City will maintain donated trees.

Signage and plaques: Signage or plaques indicating the commemorative nature of the memorial or other remembrances may be placed on an amenity upon prior approval as cited above. Tree signs will require the same approval, however in no instance may a sign be placed on a tree in a manner that compromises the health or

life of the tree. Signs or plaques will be left in place for 10 years or until they are no longer visually attractive.

Term

The acceptance of Gifts (amenities, trees, signage and plaques) will generally be on the basis of a **10-year term** commencing on the date of installation. During the term, the City agrees to maintain typical wear and tear of the Gift. At the end of the 10-year term, and upon 10-year increments thereafter in perpetuity, the donor may seek Commission approval to extend the term for an additional 10-years. Terms may not be longer than 10-years, and the renewal of the 10-year term must be made by written request or in person before the Commission.

At the end of each 10-year term, if no request for renewal of the term is made, the Commission may, at its full discretion, leave or move the amenity if in good repair, repair the amenity as appropriate at donors expense, or remove the amenity with no further obligation to the donor.

Fees

Fees to be paid by the donor of each Gift will be charged as follow:

- A. Actual cost of acquisition and installation
- B. Estimated 10 year maintenance assessment
- C. General administrative/endowment contribution of 10% to the total of A+B.

Fees B (maintenance assessment) and C (general administrative/endowment contribution) are payable upon the City Council's approval of the request.

Should the maintenance of the Gift (Fee "B" above) exceed the estimate during any 10-year term, the donor will be held responsible for the costs of repair or restoration.

Fees for the approval of all extensions of term will require an estimate of maintenance costs for the term, plus 10% of the maintenance cost for general administration.

The Commission may, at its discretion, adjust the administrative/endowment contribution rate.

YACHATS CITY RECORDER'S REPORT

BY NANCY BATCHELDER, CITY RECORDER

February 2016

The Yachats Public Library just received word that they are a beneficiary of the Estate of John L. Hall and should receive \$150,000. I sent the documents to the City Attorney for review and he said it is possible that the trust could run out of assets, or that there could be claims by others filed against the trust. In either of those situations, it is possible the City could get less than \$150,000. In any case it could be several months before there is any distribution. When the money is received I will draft a Resolution Acknowledging an Unanticipated Grant and receipt it into the Library Reserve Funds.

With the creation of a City Administrator position, I have begun thinking of some things that will need to be reviewed and modified. These will not need to be done immediately because the City Administrator can always be the person authorized to be responsible for the various duties and tasks required, but to be in compliance with the Code and Policies the changes should be done in a timely manner.

The Municipal Code: The entire Code will need to be reviewed and decisions made about changing references from City Recorder or Public Works Director to City Administrator. Changes will then need to be adopted by City Council.

Administrative Policies: The City's Administrative Policies will need to be reviewed and decisions made about changing references from City Recorder or Public Works Director to City Administrator. Changes will then need to be adopted by City Council.

Resolution No. 2010-01-03 will need to be replaced with an updated Line of Succession for Governance in the Event of a Disaster because it currently states that if the Mayor and Council members are not present succession will be deferred to the Public Works Director and then to the City Recorder. That should be changed to City Administrator after that position is filled.

The Job Description for City Recorder will need major modifications if City Council plans to continue having that position. All of the other job descriptions should be reviewed, especially those for the Plant Operators. The descriptions for the Plant Operators have never been changed to include the tasks related to the "lead" responsibilities. Drafts were submitted but never finalized.

Engineering Standards: The City's Engineering Standards, which were adopted in January 1991 and are referenced in the Code Chapter 7.04 should be reviewed and updated if needed. Changes will then need to be adopted by City Council.

It has come to my attention that people have been dumping garbage, plastic bags, and other items in the yard debris dumpster for quite some time. Since those types of items are not allowed, the Public Works crew then have to take time to remove those items before more yard debris is dumped on top of the garbage and before Dahl comes to dump the box.

Another issue: Now that the USFS contract has ended the City is no longer receiving the source of funds that has been used to pay for the yard debris dumpster, so a decision will need to be made about how to finance that service. Citizens have come to depend on this service, and in fact, when the box is full many become quite incensed when they are not able to dump their yard debris.

I met with our Risk Management Consultant from CIS for the City's annual Best Practices review. I have registered for the annual CIS conference in February and will be scheduling the Defensive Driving Classes for City staff sometime in April. The City's Fleet Policy requires that all staff that operate City vehicles take a class every three years; and, CIS will come to Yachats to provide this class free of charge.

Attached are the following reports:

- Revenues and Expenditures – Dashboard Report - January 31, 2016
- Capital Improvement Project Tracking Status Report
- Enterprise Fund Financial Report
- Tax Revenue Reports

Revenues and Expenditures 2016-7

1/31/2016

Account	Budgeted Revenue	Revenue to Date	Difference	% Received	Outliers	Budgeted Expenitures	Expenditures to Date	Difference	% Expended	Outliers
					58.33%					58.33%
General (10)	889,520.00	803,273.93	(86,246.07)	90.30%		889,520.00	692,689.89	196,830.11	77.87%	?
Visitor Amenities (12)	534,309.00	557,644.24	23,335.24	104.37%		534,308.00	311,062.08	223,245.92	58.22%	
Capital Reserve (15)	2,022,554.00	2,349,582.34	327,028.34	116.17%		2,022,554.00	880,354.96	1,142,199.04	43.53%	
Sys. Dev. (16)	82,524.00	202,257.30	119,733.30	245.09%		82,524.00	20,000.00	62,524.00	24.24%	
Debt Service (17)	86,517.00	86,517.00	0.00	100.00%		86,517.00	0.00	86,517.00	0.00%	
Hwy 101 Project (20)	1,237,309.00	727,135.27	(510,173.73)	58.77%		1,237,309.00	83,944.92	1,153,364.08	6.78%	
Streets (21)	182,164.00	177,203.65	(4,960.35)	97.28%		182,164.00	79,375.58	102,788.42	43.57%	
Library (22)	24,808.00	23,517.84	(1,290.16)	94.80%		24,808.00	15,212.47	9,595.53	61.32%	?
Log Church Museum (23)	15,467.00	12,101.72	(3,365.28)	78.24%		15,467.00	8,585.02	6,881.98	55.51%	
Parks and Commons (24)	198,964.00	199,063.65	99.65	100.05%		198,964.00	157,452.23	41,511.77	79.14%	?
Storm Drain (30)	38,166.00	63,822.07	25,656.07	167.22%		38,166.00	32,305.23	5,860.77	84.64%	?
Water (60)	552,161.00	344,713.08	(207,447.92)	62.43%		552,161.00	296,431.18	255,729.82	53.69%	
Gen. Oblig. Water Bond - 1992 (66)	45,459.00	49,209.22	3,750.22	108.25%		45,459.00	45,459.00	0.00	100.00%	?
Sewer (70)	508,200.00	317,609.27	(190,590.73)	62.50%		508,200.00	304,616.64	203,583.36	59.94%	?
Sewer Debt (76)	1,005,026.00	1,005,026.05	0.05	100.00%		1,005,026.00	258,512.76	746,513.24	25.72%	
USFS Contract (80)	111,650.00	80,211.38	(31,438.62)	71.84%		111,650.00	20,654.41	14,213.60	18.50%	
URD (90)	230,686.00	249,528.09	18,842.09	108.17%		230,686.00	206,051.69	24,634.31	89.32%	?
Totals	7,765,484.00	7,248,416.10	(517,067.90)	93.34%		7,765,483.00	3,412,708.06	4,275,992.95	43.95%	

Total Income over Expenditures 3,835,708.04

All Interfund Transfers are done at the first of the Fiscal Year

Budgeted Expenitures included UEFB and Reserves for Future Use

Fiscal Year 2015-2016

<i>Project</i>	Budget	Revised Estimate	Materials & Services	Labor Expense To Capitalize	City equipment to Capitalize	2015-2016 Cost incl Labor	Over (Under) Revised	Over (Under) Budget	crew hours				
									Prior YR	True Cost of project	this year	crew prior	Total Crew Hours
Decanting Center	25,000	25,000					(25,000)	(25,000)	605	605		13	13
Hwy 101-grant	615,309	615,309	73,862	538		74,400	(540,909)	(540,909)	157,872	232,272	12	36	48
Hwy 101-waterline	122,000	167,089	9,761	2,169		11,930	(155,159)	(110,070)	35,305	47,235	40	239	279
Hwy 101-drainage	170,000	170,000	555	54		609	(169,391)	(169,391)	38,734	39,343	1	188	189
Update Water Master Plan (2A)	18,000	18,000					(18,000)	(18,000)	2,652	2,652		62	62
Hanley Drive Looping & SCADA	164,000	280,565	74,339	36,754		111,094	(169,471)	(52,906)	46,816	157,910	893	285	1,178
Surfside Waterline	56,800	56,800	4,372	408		4,780	(52,020)	(52,020)	338			7	7
Reeves Circle Waterline	50,000	50,000	4,372	204		4,576	(45,424)	(45,424)			4		4
Engineering S. Res	150,000	150,000	56,706	2,769		59,475	(90,525)	(90,525)	21,208		53	301	354
Access Road, Base & Tank S. Res	485,000	485,000	5,128			5,128	(479,873)	(479,873)	5,421				-
Generator Building - Parkside	25,000	25,000	25,728			25,728	728	728		25,728		12	12
Street Improvements	75,300	75,300	51,406	312		51,718	(23,582)	(23,582)	2,880	54,598	6	46	52
Little Log Church Siding	20,000	20,000		54		54					1		
Labyrinth	10,000	10,000					(10,000)	(10,000)	421	421		2	2
General Park Plan - Entry Portal (2/4)	22,500	22,500					(22,500)	(22,500)					-
Commons Roof	65,000	24,000	23,450	370		23,820	(180)	(41,180)			8		8
Commons Bathroom Remodel	10,000	14,556	14,460	96		14,556	0	4,556			3		3
Software Upgrade	60,000	7,300	7,300	2,168		9,468	2,168	(50,532)		9,468			*46.5 O/T only
Year 3 - Information System	24,000	24,000	8,791			8,791	(15,209)	(15,209)		8,791			-
Library	10,000	10,000					(10,000)	(10,000)					-
South Gateway Entry Sign	14,000	14,000					(14,000)	(14,000)	52	52		1	1
General Administration of CIP				1,070							18		18

Red Font indicates completed project

total employee expense

46,968

Fiscal Year 2015-2016**Water System**

Budget for Year	Actual To Date	% of Budget
	1/31/2016	58%

Operations

Revenue			
Cash Carried Forward	\$ 18,861.00	\$ 28,395.37	151%
Services	\$ 530,000.00	\$312,317.79	59%
Installations	\$ 3,000.00	\$ 3,999.92	133%
Other income	\$ 300.00	\$ -	0%
Total Revenue	\$ 552,161.00	\$ 344,713.08	62%
Personnel Expenses	\$ 280,992.00	\$ 138,538.22	49%
Materials & Services	\$ 154,515.00	\$ 79,670.26	52%
Capital Expenditures		\$ -	
Transfer to Reserve	\$ 47,400.00	\$ 47,400.00	100%
Transfer to Debt Service			
Revenue Bonds & Fees	\$ 39,980.00	\$ 17,293.00	43%
Total Expenses	\$ 522,887.00	\$ 282,901.48	54%
	Budget	Actual	
Revenue From Rates	\$ 530,000.00	\$ 312,317.79	
Expenses paid by rates	\$ 475,487.00	\$ 235,501.48	
available for reserve	\$ 54,513.00	\$ 76,816.31	

Personnel Expenses and Materials/Services Capitalized & Transferred to Fund 15	\$ 34,077
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Sewer System

Budget for Year	Actual To Date	% of Budget
	1/31/2016	58%

Operations

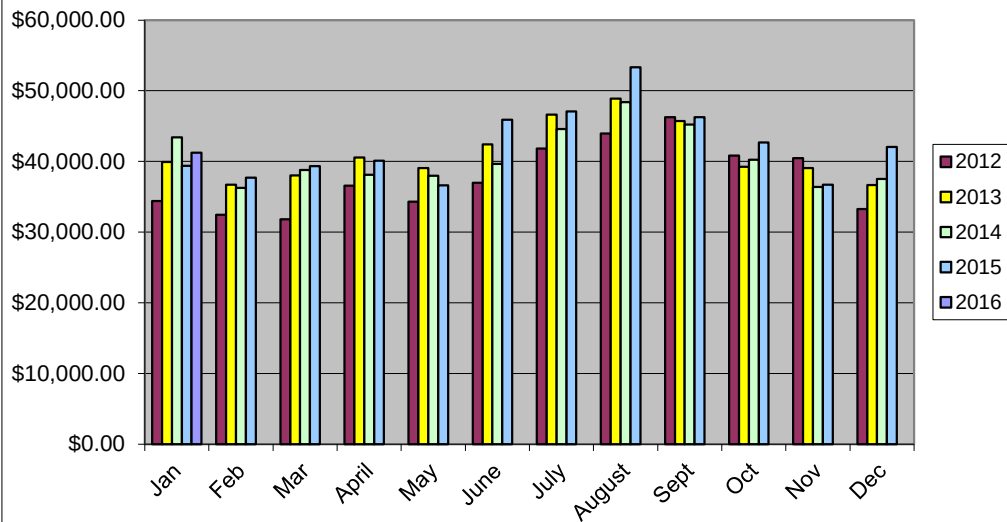
Revenue			
Cash Carried Forward	\$ 12,000.00	\$ 20,255.81	169%
Services	\$ 495,000.00	\$296,109.64	60%
Installations	\$ 600.00	\$ 1,200.00	200%
Other income	\$ 600.00	\$ 34.82	
Total Revenue	\$ 508,200.00	\$ 317,600.27	62%
Personnel Expenses	\$ 234,239.00	\$ 133,137.19	57%
Materials & Services	\$ 160,086.00	\$ 74,026.79	46%
Capital Expenditures			
Transfer to Reserve	\$ 25,000.00	\$ 25,000.00	100%
Transfer to Debt Service	\$ 60,592.00	\$ 60,592.00	100%
Revenue Bonds			
Total Expenses	\$ 479,917.00	\$ 292,755.98	61%
	Budget	Actual	
Revenue From Rates	\$ 495,000.00	\$ 296,109.64	
Expenses paid by rates	\$ 454,917.00	\$ 267,755.98	
available for reserve	\$ 40,083.00	\$ 28,353.66	

Personnel Expenses and Materials/Services Capitalized & Transferred to Fund 15	none
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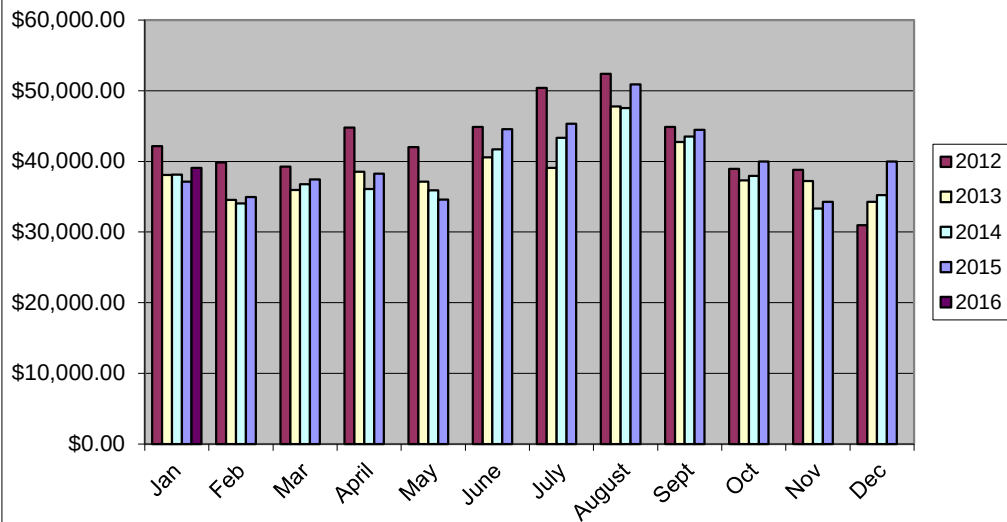
Other Income

	Budgeted	Received	%
Urban Renewal Receipts	\$ 200,000.00	\$ 214,077.00	107%
Food & Beverage Tax	\$ 284,000.00	\$ 238,166.00	84%

Water Sales



Sewer Sales





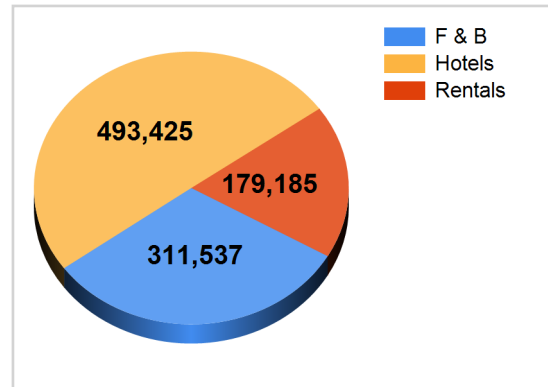
City of Yachats

P.O. Box 345
Yachats, OR, 97498
541-547-3565, CityHall@MailYachatsOregon.org

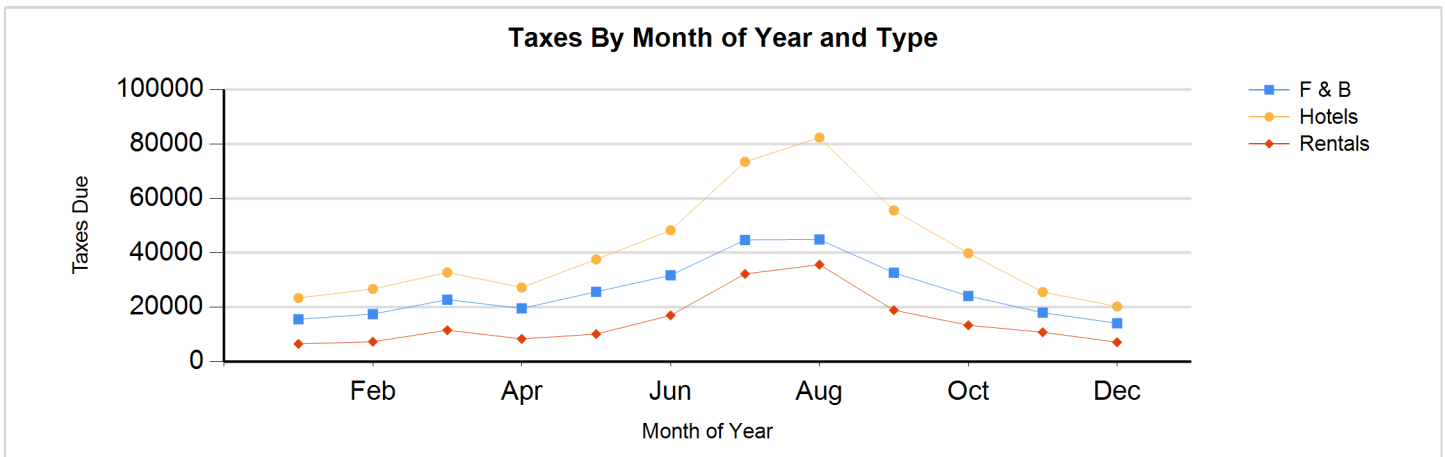
Yearly Taxes for Calendar Year 2015

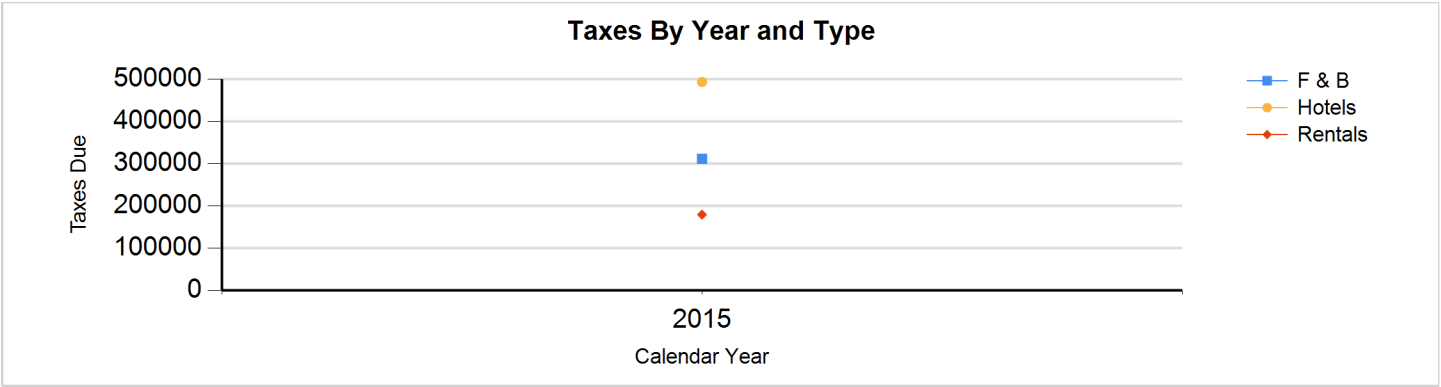
Calendar Year 2015

Date	F & B	Hotels	Rentals	Total
Jan 2015	15,610	23,418	6,531	45,558
Feb 2015	17,481	26,722	7,329	51,532
Mar 2015	22,814	32,815	11,571	67,200
Apr 2015	19,586	27,303	8,374	55,263
May 2015	25,682	37,615	10,141	73,438
Jun 2015	31,752	48,289	17,012	97,054
Jul 2015	44,767	73,496	32,261	150,524
Aug 2015	44,891	82,419	35,672	162,982
Sep 2015	32,676	55,607	18,939	107,222
Oct 2015	24,162	39,859	13,389	77,411
Nov 2015	18,001	25,597	10,823	54,421
Dec 2015	14,115	20,283	7,144	41,543
Total	311,537	493,425	179,185	984,147



Trends





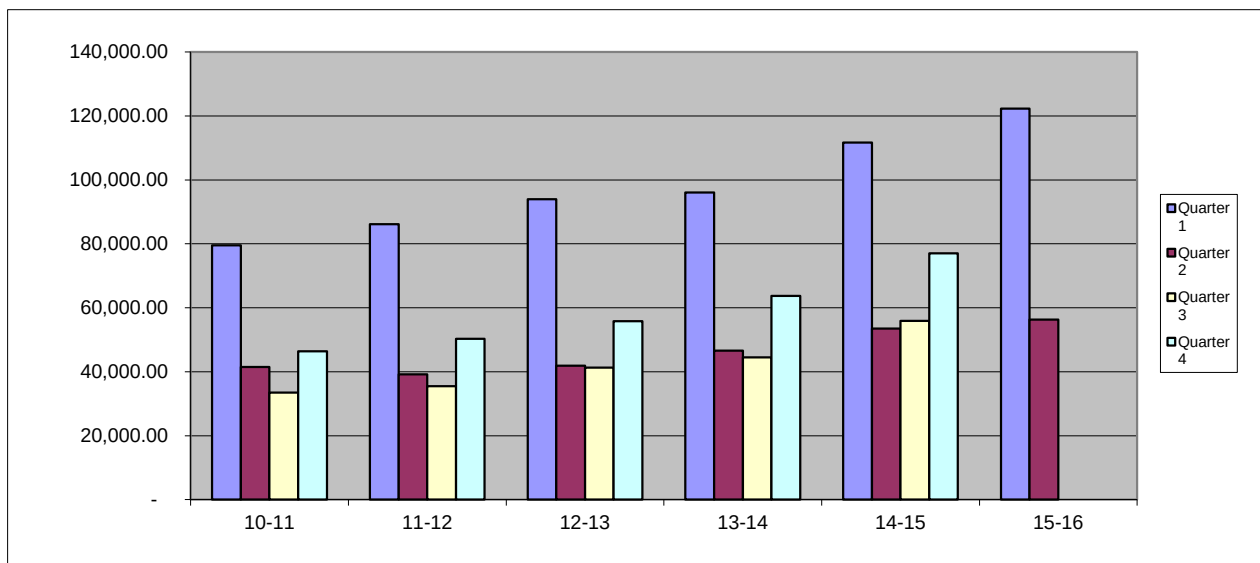
Year	F & B	Hotels	Rentals	Total
2015	311,537	493,425	179,185	984,147
Total	311,537	493,425	179,185	984,147

Prepared Food and Beverage Taxes

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	TOTALS
10-11	79,576.12	41,476.25	33,488.25	46,401.38	200,942.00
11-12	86,182.37	39,182.37	35,488.01	50,307.30	211,160.05
12-13	93,947.04	41,884.80	41,320.64	55,773.11	232,925.59
13-14	96,046.33	46,641.20	44,510.55	63,752.55	250,950.63
14-15	111,724.36	53,527.85	55,927.77	77,020.00	298,199.98
15-16	122,309.00	56,278.00			178,587.00

1,194,178.25 2009-2010 to 2014-2015 total
284,000.00 15-16

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	Totals to date
Average by Qtr	39.15%	18.65%	17.65%	24.56%	100.00%
15-16 Budget need by percentage	111,175	52,966	50,117	69,742	284,000
15-16 Actual to date	122,309	56,278			178,587
Projected total					
Difference	11,134	3,312			14,446
Projected Difference to date:	14,446				



Note: This report is by quarter and does not track with the fiscal budget year since the 4th qtr is always received in the next fiscal year.

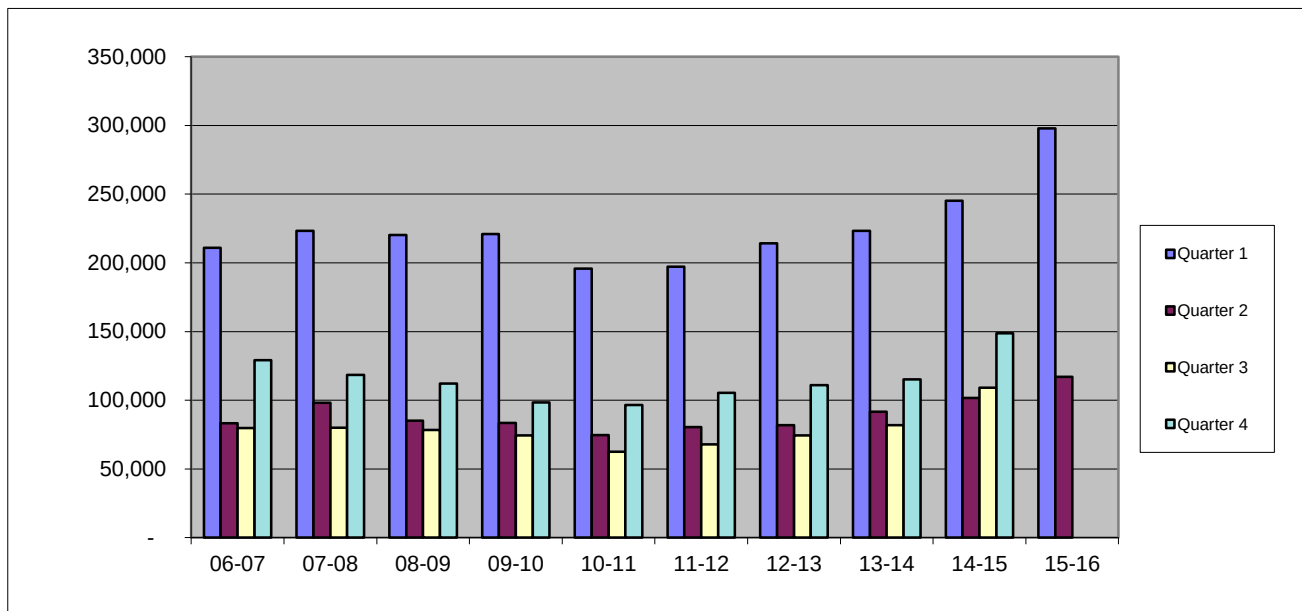
amount actually received in the fiscal year: 255,683 percent of budget 90%

Transient Rental Tax

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	TOTALS
06-07	211,002	83,142	79,812	129,101	503,057
07-08	223,396	98,075	79,992	118,469	519,932
08-09	220,297	84,996	78,286	112,203	495,782
09-10	220,987	83,544	74,271	98,362	477,164
10-11	195,721	74,605	62,602	96,500	429,428
11-12	197,139	80,425	67,863	105,393	450,820
12-13	214,285	81,804	74,312	111,040	481,441
13-14	223,249	91,583	81,873	115,275	511,980
14-15	245,103	101,673	109,195	148,734	604,705
15-16	297,981	117,095		-	415,076

4,474,309 2006-2007 to 2014-2015 total
598,000 15-16 Budget

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	Totals to date
Average by Qtr	43.61%	17.43%	15.83%	23.13%	100.00%
15-16 Budget need by percentage	260,779	104,228	94,653	138,340	598,000
15-16 Actual to date	297,981	117,095			415,076
Projected total					
Difference	37,202	12,867			50,069
Projected Difference to date:	50,069				



Note: This report is by quarter and does not track with the fiscal budget year since the 4th qtr is always received in the next fiscal year.

amount actually received in the fiscal year: 562,141 percent of budget 94%