# City of Rockaway Beach Regular City Council Meeting Minutes



Date: Wednesday, January 11, 2023

**Time:** 6:00 P.M.

**Location:** Rockaway Beach City Hall, 276 HWY 101 -Civic Facility

# View the meeting live here:

https://janescottvideoproductions.com

CALL TO ORDER - Charles McNeilly, Mayor called meeting to order at 6:00 P.M

# PLEDGE OF ALLEGIANCE

# OATH OF OFFICE- Charles McNeilly & Mary McGinnis Sworn into office

# ROLL CALL

Mayor - Charles McNeilly: Present

Position #3 - Kristine Hayes: Present

Position #4 -Mary Kay Gregory: Absent

Position #1 - Mary McGinnis: Present

Position #5 - Penelope Cheek: Present

Position #2 - Tom Martine: Present

# **CONSENT AGENDA**

Martine made a motion to approve the December 14<sup>th</sup>, 2022, Minutes, December 2022 Check Register & December 14<sup>th</sup>, 2022, Workshop Meeting minutes, seconded by Cheek; motion carried.

Position #2 - Tom Martine: Motion

Position #5 - Penelope Cheek: 2nd

Position #3 - Kristine Hayes: Approve

Position #4 - Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Approve

Position #5 - Penelope Cheek: Approve

Position #2 - Tom Martine: Approve

# PRESENTATONS, GUESTS & ANNOUNCEMENTS

Scott Fregonese from 3J Consulting gave a presentation on future housing needs in the City of Rockaway Beach, and the Housing Needs Analysis Proposal.

# STAFF REPORTS

Fire Dept: Chief Todd Hesse spoke on call volume for the month of December. Hesse stated there was a community CPR class that was held and they will be hosting more CPR classes in the future. The crew trained on SCBA use and airway management, communications, along with a multi company live

exercise that all 7 fire departments in the county participated in. There was an EMT class that started in cooperation with Tillamook Community College and held at Rockaway Beach fire station. The class is every Wednesday and Saturday, with three of the students attending from Rockaway Fire. The AFG grant has been fulfilled and SCBA's have been ordered. Emergency preparedness group has taken off and is going well, the group is prioritizing radios and communication when an emergency occurs. Hesse gave a five-year data plan in the council packet; Hesse stated the fire dept has more than doubled not only in call volume but also in trainings. McGinnis welcomed Firemen Ryan Boos and thanked Hesse for reaching out in all aspects in our community.

Sheriff's Office- Deputy Grogan spoke about the calls that the Sheriff's Department has responded to in the month of December. Gogan talked about keeping warm in the winter months with the power outages happening, and to make sure that you have a flashlight with batteries always available.

Public Works- Dan Emerson Talked about the projects that the Public Works crew worked on in the month of December. Public Works spent a lot of time cleaning storm drains and removing hazardous trees. The old Growth Cedar Boardwalk has been damaged in the last storm and there has been calls to contactors to get quotes on repairing the Boardwalk. Public Works will have two water projects that they will be working on, the first being a new pressure-reducing valve on S. 2<sup>nd</sup> St. The second project will be a water booster station on Scenic View Dr. Emerson stated that the Community Center's new siding is finished and looks fantastic! Public Works hired Jared Abbot who filled the Utility Worker 1 position. Public Works mentioned that they are excited that Jared will be able to be added into the rotation with having someone on call every day.

City Manager Luke Shepard spoke on some of the projects that the city will be working on for the 2023 year. Luke spoke on a few house cleaning items that the council needs to know about, the first being a training from the Oregon Ethics Commission that will be held on the 25<sup>th</sup> of January from 10-Noon. He welcomed the city council along with the planning commission to join and they will be giving a refresher on public officials and ethics laws in Oregon. There will be an open house on the 22<sup>nd</sup> of February at 2:00 pm at City Hall, the meeting will be on the Lake Lytle Park Project. The gateway signs will be here Monday. Luke thanked Public Works for everything they did during the power outage and thanked the emergency preparedness crew for opening City Hall for a warming shelter.

# **CITIZEN INPUT ON NON-AGENDA ITEMS**

Michael Fisher-Issue Resolved

Cosmo Jones- 130 NW. 19th Ave- Spoke about an after-school music program.

Nancy Lanyon- 621 S. Anchor St.- Talked on tide table books.

Daniel Howlett- 132 N. Grayling-Talked about Community Outreach. (On zoom)

# **OLD BUSINESS**

# NEW BUSINESS

# **ELECTION OF A NEW CITY COUNCIL PRESIDENT**

Martine moved to elect Penny Cheek to serve as City Council President, seconded by McGinnis; motion carried.

Position #2 - Tom Martine: Motion

Position #1 - Mary McGinnis: 2nd

Position #3 - Kristine Hayes: Approve

Position #4 - Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Approve

Position #5 - Penelope Cheek: Approve

Position #2 - Tom Martine: Approve

# **ADD AND REMOVE CHECK SIGNERS**

McGinnis moved to add Chief Todd Hesse & Mayor Charles McNeilly as check signers on the Columbia Bank checking account, & remove former City Councilor Terry Walhood and former Mayor Susan J Wilson from the Checking account, seconded by McGinnis; motion carried.

Position #1 - Mary McGinnis: Motion

Position #2 - Tom Martine: 2nd

Position #3 - Kristine Hayes: Approve

Position #4 – Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Approve

Position #5 - Penelope Cheek: Approve

Position #2 - Tom Martine: Approve

# REQUEST FOR APPROVAL OF RESOLUTION NO. 23-978; A RESOLUTION MAKING A CONTINGENCY TRANSFER OF APPROPRIATION AUTHORITY FOR FISCAL YEAR 2022-2023 (GENERAL FUND)

Cheek made motion to approve Resolution No. 23-978, seconded by Martine; motion carried.

Position #5 - Penelope Cheek: Motion

Position #2 - Tom Martine: 2nd

Position #3 - Kristine Hayes: Approve

Position #4 – Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Approve

Position #5 - Penelope Cheek: Approve

Position #2 - Tom Martine: Approve

# REQUEST FOR APPROVAL OF RESOLUTION NO. 23-979; A RESOLUTION APPROVING THE APPOINTMENT OF 3J CONSULTING AS CONSULTANT FOR THE NEW HOUSING NEEDS ANALYSIS

Hayes made motion to approve Resolution No. 23-979, seconded by McGinnis; motion carried.

Position #3 - Kristine Hayes: Motion

Position #1 - Mary McGinnis: 2nd

Position #3 - Kristine Hayes: Approve

Position #4 - Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Approve

Position #5 - Penelope Cheek: Approve

Position #2 - Tom Martine: Approve

# **COUNCIL CONCERNS**

Councilor Cheek welcomed Mayor Charles McNeilly and thanked the audience for being at the meeting.

Councilor Hayes thanked Susan J Wilson and Terry Walhood for their service on City Council and as Mayor. Hayes welcomed Charles McNeilly.

Councilor Martine talked about the speed limit signs driving through the south end of town on the west side of the road and how they were all missing and would like to see about fixing this issue.

Councilor McGinnis thanked the Fire Department, Emergency Preparedness and City Hall staff for all their hard work when the power was out. McGinnis thanked Penny Cheek for getting ahold of McGinnis to volunteer and work in the warming center. McGinnis welcomed Charles McNeilly as Mayor.

# **MAYOR'S REPORT**

Mayor Charles McNeilly thanked the voters of Rockaway Beach to have the confidence in him and to move Rockaway Beach forward. McNeilly thanked Dan Emerson for giving him six hours of his time to get know what the Public Works department does; McNeilly stated that it was great to meet the Public Works crew. McNeilly stated that he would like to see community organizations work together. McNeilly stated an analogy relating to the Hatfield's and McCoy's and in the end, everyone was able to get along and work together.

# **ADJOURNMENT**

Hayes made a motion to adjourn the meeting, seconded by Martine; meeting adjourned at 7:27 PM

Position #3 - Kristine Hayes: Motion

Position #2 - Tom Martine: 2nd

Position #3 - Kristine Hayes: Approve

Position #4 – Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Approve

Position #5 - Penelope Cheek: Approve

Position #2 - Tom Martine: Approve

# MINUTES APPROVE THIS 8<sup>TH</sup> DAY OF FEBRUARY 2023

	Mayor, Charles McNeilly
City Manager, Luke Shepard	

# City of Rockaway Beach City Council Workshop Minutes



Date:

Wednesday, January 11, 2023

Time:

5:00 P.M - 6:00 P.M.

Location:

Rockaway Beach City Hall, 276 HWY 101 -Civic Facility

# Join Zoom Meeting

City Council Workshop

Meeting ID: 847 3348 7855

Passcode: 327231

What is a City Council Workshop? Workshops are intended to allow for preliminary discussions by the city council and staff. Workshops are held to present information to the council so that the council is prepared for upcoming regular meetings. Workshops are subject to Oregon's Public meeting law and must be noticed accordingly. No final City Council decisions are made during workshops. The public is encouraged to attend workshops but may not participate unless expressly asked.

# **WORKSHOP AGENDA**

# 1. CALL TO ORDER

Mayor - Charles McNeilly: Present

Position #3 - Kristine Hayes: Present

Position #4 -Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Present

Position #5 - Penelope Cheek: Present

Position #2 - Tom Martine: Present

# 2. OATH OF OFFICE

# 3. ROLL CALL

Mayor - Charles McNeilly: Present

Position #3 - Kristine Hayes: Present

Position #4 - Cindy Kay Gregory: Absent

Position #1 - Mary McGinnis: Present

Position #5 - Penelope Cheek: Present

Position #2 - Tom Martine: Present

# 4. COUNCIL BRIEFING

a. Salmonberry Trail Project Management Proposal- City Manager Luke Shepard briefed the Council on the Salmonberry Trail Project Management proposal submitted by

Destination Management Advisors (DMA). DMA principal Jon-Paul Bowles gave a presentation on the project, timeline and answered questions from the Council. Manager Shepard stated he would work with Jon-Paul to revise the proposal and bring it back next month as an agenda item at the Regular session.

b. **Regular Council Meeting Agenda Items-** City Manager Luke Shepard gave background information the request to make a General Fund contingency transfer of appropriation authority for fiscal year 2022-2023. Shepard stated that all legal action on subject has been settled.

# 5. ADJOURNMENT

Martine made a motion to adjourn the meeting, seconded by Cheek; meeting adjourned at 5:41pm.

Position #2 - Tom Martine: Motion
Position #5 - Penelope Cheek: 2nd
Position #3 - Kristine Hayes: Approve
Position #4 - Cindy K Gregory: Absent
Position #1 - Mary McGinnis: Approve
Position #5 - Penelope Cheek: Approve
Position #2 - Tom Martine: Approve

	MINUTES APPROVED THIS 8 <sup>TH</sup> DAY OF Feb 2022
	Mayor, Charles McNeilly
City Manager, Luke Shepard	

# Rockaway Beach Fire Rescue

276 Hwy 101 S PO Box 5 Rockaway Beach OR 97136 503-374-1752



Date February 1, 2023

Honorable Mayor, City Council and City Manager of Rockaway Beach

Fire Department Council Report:

The following is a summary of the activities and operations of the Rockaway Beach Fire Rescue Department for the month of January 2023.

The Department responded or participated in 63 events during the month of January, the breakdown is listed below.

911 calls for Service: 36 29- Medical 3- Fire Alarm 2- Structure Fire 1- Water Rescue 1- MVA 0- Outside Fire 0-Vehicle Fire	Trainings: 12 Communications Nozzles Small Tools Medical Emergencies EMT Class	Non-Emergent: 15 3- Beach Safety 3- Public Assist 3- Lift Assist 2- Burn Complaints 4- Radio call-ins 0- Special Assignments
Year to Date 911 Calls Non-Emergent Trainings Total	<u>2022</u> 44 15 9 68	2023 36 15 12 63

Training update- The department focused January Thursday night trainings on Nozzle use, Pumping procedures, small tools, Medical Emergencies and Communications. February trainings will include PUD, Fire size-up and Fire Operations. The EMT class has started and will be held every Wednesday night and All-day Saturday until April. 21 Students representing all 7 fire departments of Tillamook County are attending the class. A PHTLS class will be hosted by the department later this spring.

Beach Safety continues to be a priority of the department. The focus continues to be on education and safety. During the month of January crews were on the beach 3 times providing information to citizens and visitors. Continue to work with State Parks to better coordinate our safety and enforcement actions on the Beach.

•	January	YTD
Fire safety\Educational Moments-	4	4
Water Safety Messages\Out of Water-	2\0 persons	2\0
Stickers to kids-	0	0
Educational signs reset-	0	0
Education Signs Replaced-	0	0
Fires extinguished-	0	0
Volunteer Hours	4	4

Emergency Preparedness group and Radio group continue to meet and train. Radio infrastructure has been repaired. A functional exercise is planned for the group. We will be handing out flyers for the preparedness fair at Neahkahnie Highschool on April  $15^{\rm th}$  as well as a flyer of basic preparedness information.

The AFG grant is moving forward. Delivery of the new SCBA's is scheduled for February 14th.

Safety, training and elevating the services provided to the citizens and visitors of Rockaway Beach will also continue to be priorities. If you have any questions, concerns or thoughts please let me know.

Respectfully submitted,

Todd Hesse Fire Chief

Rockaway Beach Fire Rescue

# TILLAMOOK COUNTY SHERIFF'S OFFICE

# **CONSERVATORS OF THE PEACE**

**Sheriff Joshua Brown** 

# **Rockaway Beach Patrol**

Month of January 2023

January was a steady month for the Sheriff's Office patrol in Rockaway. School is back in session after the winter break which allows us to continue interacting with the staff and students. This partnership between our deputies and the schools is vital and allows open communication in matters pertaining to the safety and well-being of our local youth.

The speed limit signs blown down by last year's storm have been replaced by ODOT. The 30 MPH sign that was for southbound traffic on Highway 101 near Dollar General was missing for a couple weeks. This may have allowed some drivers to enter downtown at an elevated speed. The new signs have metal posts and should last for many years.

Notable calls for service this month include a delayed report of a potential domestic assault. This case was investigated and the reports have been forwarded to the District Attorney for review. The Marion County Sheriff's Office assisted us with this call. We thank them for their time and effort.

A local juvenile has been reported as a runaway several times. We are working with the family and community partners to identify a strategy to alleviate the persistent attempts to run away.

We took a report of a violation of a stalking order. At the conclusion of the investigation, it was determined the order had been breached and the suspect was arrested.

TCSO has teamed up with other local agencies to develop a task force on homelessness. Even in small towns such as Rockaway Beach we have some persons who are homeless. The task force is working to provide resources and assistance to those experiencing homelessness in our county.

Other call numbers are noted in the statistics report provided.

**Undersheriff Matt Kelly** 

Incident Date And Time	Incident Type	Incident Unit ID
01/01/2023 10:36:44	Alarm	210
01/01/2023 11:39:02	Unknown	210
01/01/2023 15:06:26	Unknown	210
01/02/2023 08:48:14	Unknown	210
01/02/2023 12:33:30	Suspicious	210
01/02/2023 15:57:39	Traffic Stop	210
01/02/2023 21:45:12	BUSINESS CHECK	225
01/02/2023 21:58:11	Assist	225
01/03/2023 02:21:27	Suspicious	225
01/03/2023 10:59:06	Ordinance Violation	210
01/03/2023 11:24:52	Contact	210 210
01/03/2023 12:00:50 01/03/2023 12:35:43	Unknown Assist	210
01/04/2023 01:17:49	BUSINESS CHECK	225
01/04/2023 01:17:49	Warrant	230
01/04/2023 17:50:41	Warrant	215
01/04/2023 17:57:52	Civil Service	215
01/04/2023 18:15:26	Follow Up	215
01/04/2023 19:52:35	BUSINESS CHECK	215
01/05/2023 13:28:09	Traffic Stop	215
01/05/2023 16:02:07	Traffic Stop	215
01/05/2023 17:12:37	Court Violation	230
01/05/2023 17:12:37	Court Violation	215
01/05/2023 23:08:46	Death	763
01/05/2023 23:08:46	Death	229
01/06/2023 10:24:05	Runaway	223
01/06/2023 10:24:05	Runaway	215
01/06/2023 10:33:37	Incom 911	223
01/06/2023 11:53:33	Fraud	215
01/06/2023 14:07:26 01/07/2023 16:01:24	Follow Up Follow Up	215 215
01/08/2023 09:43:36	Follow Up	210
01/08/2023 09:43:36	Assist	210
01/08/2023 10:40:59	Assault	210
01/09/2023 09:00:25	Welfare check	210
01/09/2023 11:06:54	Vehicle	210
01/09/2023 16:35:53	BUSINESS CHECK	210
01/09/2023 16:46:07	Unknown	210
01/10/2023 11:25:28	Civil Service	210
01/10/2023 11:37:33	Follow Up	210
01/10/2023 13:55:05	Civil Service	210
01/10/2023 15:46:56	Incom 911	210
01/11/2023 09:29:36	Runaway	210
01/11/2023 10:10:55	Assist	210
01/11/2023 10:23:04	Follow Up	210
01/11/2023 14:53:46	Suspicious	215

01/11/2023 15:45:08	Traffic Stop	215
01/11/2023 17:28:42	Follow Up	229
01/11/2023 20:47:42	Traffic Stop	217
01/11/2023 20:47:42	Traffic Stop	230
01/12/2023 13:06:36	Traffic Stop	215
01/12/2023 13:59:36	Contact	215
01/12/2023 18:31:46	Follow Up	217
01/12/2023 18:31:46	Follow Up	230
01/12/2023 18:31:46	Follow Up	215
01/12/2023 18:42:22	Follow Up	217
01/12/2023 19:33:55	Assist	215
01/12/2023 20:55:09	Harassment	230
01/13/2023 08:56:46	Runaway	223
01/13/2023 08:56:46	Contact	210
01/13/2023 08:56:46	Contact	223
01/13/2023 13:35:26	Follow Up	215
01/13/2023 18:44:37	<b>BUSINESS CHECK</b>	215
01/13/2023 19:02:25	Traffic Stop	215
01/13/2023 20:25:27	<b>BUSINESS CHECK</b>	215
01/13/2023 20:36:23	<b>BUSINESS CHECK</b>	215
01/14/2023 15:55:42	<b>BUSINESS CHECK</b>	215
01/14/2023 17:44:22	<b>BUSINESS CHECK</b>	215
01/14/2023 18:59:36	Follow Up	215
01/15/2023 01:17:23	Noise	217
01/15/2023 13:56:18	<b>BUSINESS CHECK</b>	210
01/15/2023 13:59:18	<b>BUSINESS CHECK</b>	210
01/15/2023 15:36:11	7	210
01/15/2023 15:46:09	Traffic Stop	210
01/15/2023 15:54:01	Unknown	210
01/15/2023 21:26:51	Welfare check	216
01/16/2023 02:52:23	Incom 911	216
01/16/2023 11:13:14	Traffic Stop	210
01/16/2023 12:39:55	Traffic Stop	210
01/16/2023 14:21:24	Vehicle	226
01/16/2023 16:02:50	Assist	210
01/16/2023 20:25:34	Runaway	216
01/17/2023 05:44:00	Suspicious	210
01/17/2023 10:48:03	Alarm	210
01/17/2023 19:37:38	Trespass	216
01/17/2023 21:11:10	BUSINESS CHECK	216
01/17/2023 21:34:55	Traffic Stop	216
01/17/2023 21:34:55	Traffic Stop	225
01/18/2023 01:33:34	BUSINESS CHECK	215
01/18/2023 01:33:34	Traffic Stop	210
01/18/2023 09:00:31	7	210
01/18/2023 09:00:37	CAMI	206
01/18/2023 03:00:37	Assist	210
01/10/2023 12:10:30	, water	

01/18/2023 13:14:17	Traffic Stop	215
01/18/2023 14:09:05	Ordinance Violation	210
01/18/2023 14:09:05	Ordinance Violation	215
01/18/2023 14:34:07	Follow Up	215
01/18/2023 15:41:53	Traffic Stop	215
01/18/2023 19:30:34	Follow Up	215
01/19/2023 00:06:24	BUSINESS CHECK	216
01/19/2023 09:48:57	Hit & Run	207
01/19/2023 09:48:57	Hit & Run	215
01/19/2023 09:48:57	Traffic Stop	207
01/19/2023 09:48:57	Traffic Stop	215
01/19/2023 14:15:48	Follow Up	215
01/19/2023 14:58:11	Traffic	215
01/19/2023 16:03:12	Follow Up	215
01/20/2023 12:01:56	Civil Service	223
01/20/2023 12:52:56	Traffic Stop	215
01/20/2023 13:06:57	Traffic Stop	215
01/20/2023 14:01:29	Traffic Stop	215
01/20/2023 14:32:58	Contact	215
01/20/2023 15:11:52	Welfare check	215
01/21/2023 08:57:53	Assist	223
01/21/2023 06:37:33	Follow Up	215
01/21/2023 10:37:27	Structure Fire	215
01/23/2023 21:25:26	Vehicle	214
01/23/2023 09:59:56	Vehicle	226
01/23/2023 09:55:50	BUSINESS CHECK	216
01/24/2023 08:00:54	Traffic	214
01/24/2023 08:00:54	Civil Service	214
01/24/2023 14:53:10	UEMV	216
01/24/2023 10:34:44	Crim Misch	216
01/24/2023 22:34:06	BUSINESS CHECK	216
•	Traffic Stop	215
01/25/2023 13:12:33	Contact	215
01/25/2023 13:58:15	Traffic Stop	215
01/25/2023 15:41:48	•	
01/25/2023 19:26:19	Welfare check Welfare check	217
01/25/2023 19:26:19		215
01/25/2023 21:08:00	Follow Up	217
01/25/2023 21:08:00	Follow Up	225
01/26/2023 00:52:33	Incom 911	217
01/26/2023 11:08:12	Civil Service	223
01/26/2023 11:34:57	Follow Up	215
01/26/2023 11:41:09	Unwanted	215
01/26/2023 12:48:47	Traffic Stop	215
01/26/2023 13:14:45	Traffic Stop	215
01/26/2023 15:09:05	Follow Up	215
01/26/2023 15:47:41	Court Violation	215
01/26/2023 20:27:35	Suspicious	217

01/27/2023 16:50:47	Incom 911	217
01/27/2023 18:39:05	Suspicious	217
01/27/2023 18:39:05	Suspicious	226
01/28/2023 08:03:01	Crim Misch	223
01/29/2023 02:56:48	Alarm	217
01/29/2023 10:06:13	Welfare check	210
01/29/2023 16:40:09	<b>BUSINESS CHECK</b>	210
01/29/2023 20:46:09	Alarm	216
01/29/2023 21:32:51	Traffic Stop	216
01/29/2023 21:48:01	Traffic Stop	216
01/30/2023 12:29:17	Welfare check	210
01/30/2023 12:32:50	Follow Up	210
01/30/2023 13:04:44	<b>BUSINESS CHECK</b>	210
01/30/2023 15:46:50	Traffic Stop	210
01/30/2023 16:01:53	Traffic Stop	210
01/30/2023 20:03:02	Traffic Stop	216
01/30/2023 23:34:12	<b>BUSINESS CHECK</b>	216
01/31/2023 08:45:23	Traffic Stop	210
01/31/2023 11:10:14	Assist	210
01/31/2023 13:09:55	<b>BUSINESS CHECK</b>	210
01/31/2023 16:01:11	57	210
01/31/2023 16:35:42	MVA/Non-injury	210

# City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5 Rockaway Beach, OR 97136 (503) 374-1752 FAX (503)374-0601



February 8th, 2023

Dear Mayor and City Council Members,

January's weather was calm, with king tides on January 20<sup>th &</sup> 22<sup>nd</sup> public works had dug out the creek a few times to keep water flowing. Big river construction was awarded the main lift station upgrades. After about one year we noticed a warranty issue, the grout has started coming off the walls. This is being fixed by the contractors in the second week of February.

Public works has sent off our 3<sup>rd</sup> street water booster motor for rebuild, this was planned maintenance and on February 1<sup>st</sup> we are scheduled to have the motor back in service. PVE pump house is also on a maintenance schedule with a new motor and a seal kit to be installed once all parts are shipped. Public Works replaced 2 water services and capped 1 old service on NW 17<sup>th</sup> street. This was a known problem area that was not back filled properly causing leaks. We installed another water service on Adah Hidy Street in Nedonna Beach.

Something that I think is worth noting, Rockaway has had several contractors start work on water and or sewer services but were not able to finish. This is mostly due to high water table and most things are built on sand. Some people don't understand the difficulty when digging in the sand, especially with high water tables. This type of construction requires special tools, training, and equipment like most construction. Not to mention it's wet and cold the whole time. Public Works was having issues with our smaller dump truck. The hydraulic dump bed was not operating properly, we called Boyd's implement for hydraulic repairs. Boyd's concluded that the hydraulic motor was not grounded properly, and power wires were getting too hot from exhaust. Was repaired and working as new.

Public Works has been in contact with Oregon Woods who are the original builders. They will be doing repair work to the old growth forest trail. This is scheduled to be completed in the second half of February fingers crossed.

The City's Wayfinding signs are going up and looking great. Yes, the two coming into town could be bigger. I hope that people are happy to see the new sign going up and once the boardwalk is fixed there are more signs to be read, thanks to Mr. Hassell they were placed correctly. It has been a busy season for tree removal. Public Works has received many calls about dangerous trees that have fallen or could fall and damage property or even worse. We do our best to remove or help with removing hazardous trees and would like to thank the public for your patience while we work on these tree hazards.

Public Works is always training as we are required to have water and wastewater certifications. These certifications require Continued Education Units to keep valid. Most of our crew will be taking a training course in March. We recently had Logan Romig pass his distribution 1 certificate, this is a requirement for his job description. I am very proud of the Public Works Department and could not ask for a better group of people to work with. This is my 13<sup>th</sup> month as the superintendent and without the support of the team it would not have been possible so a huge thanks to all City Staff.

Thank you, are there any questions. -Dan Emerson Public Works Superintendent

City of Rockaway Beach, Oregon 276 S. Highway 101, PO Box 5 Rockaway Beach, OR 97136 (503) 374-1752 FAX (503)374~0601



Dan W. Emerson, Superintendent City of Rockaway Beach Public Works P: 503.374.0586 / C: 503.457.6094 PublicWorks@corb.us

# **RESOLUTION 23-980**

# A RESOLUTION AWARDING A PERSONAL SERVICES CONTRACT TO DESTINATION MANAGEMENT ADVISORS (DMA) FOR COMMUNITY OUTREACH AND CONSULTING SERVICES RELATED TO THE DESIGN OF THE CITY'S PEDESTRIAN, CYCLING AND EVACUATION PATH ALONG US 101

WHEREAS, the City of Rockaway Beach City has been awarded an Oregon Department of Transportation Community Paths grant for the purpose of planning refinement of the Salmonberry Trail through its city limits; and

WHEREAS, the Rockaway Beach section of the Salmonberry Trail will impact many stakeholder including property owners, residents, visitors, local businesses, and other agencies; and

WHEREAS, design of the Rockaway Beach section of the Salmonberry Trail must be coordinated across various regulators, funding sources, government agencies and community stakeholders; and

**WHEREAS,** the city desires to maximize the Salmonberry Trail's benefits to the business, visitors and residents of Rockaway Beach through professional project management and community outreach services; and

WHEREAS, consultants working for Destination Management Advisors have the knowledgebase and experience necessary to make this project successful; and

WHEREAS, adequate funds exist within the current adopted budget.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Rockaway Beach resolves to award a personal services contract with Destination Management Advisor, attached to this Resolution as Exhibit A.

APPROVED AND ADOPTED BY THE ROCKAWAY BEACH CITY COUNCIL, AND EFFECTIVE THE 8<sup>TH</sup> DAY OF FEBRUARY 2023.

Charles McNeilly, Mayor

# Exhibit A

Personal Service Agreement for Community Paths Refinement

# PERSONAL SERVICE AGREEMENT FOR COMMUNITY PATHS REFINEMENT

Based upon the proposal received for community outreach consulting services related to the design of the City's pedestrian, cycling, and evacuation path along US 101 issued by the City of Rockaway Beach (City), City and Destination Management Advisors, LLC (Consultant) hereby enter into an agreement for the provision of personal services in accordance with the Consultant's proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Consultant agrees to comply with each:

- (1) Exhibit A Consultant Proposal and Rate Schedule
- (2) Exhibit B Oregon Public Contracting Requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, then B.

- 1. <u>Term.</u> The term of this Agreement shall extend from February 10, 2023, to December 31, 2023, unless extended for up to one additional six-month term upon mutual agreement of both parties.
- 2. <u>Scope of Work</u>. Consultant agrees to perform during the term of this Agreement, the following services:
  - 2.1 Generally, Consultant shall provide all materials and services associated with providing communication and project management services between the City and the Oregon Department of Transportation for the final design work related to a pathway project along Highway 101 (Project Services).
  - 2.2 Specifically, Consultant shall lead project management, community outreach, and stakeholder engagement for the Community Paths refinement project on behalf of the City and in coordination with the Oregon Department of Transportation, as specified in the attached Exhibit A.
  - 2.3 Consultant shall not perform and City shall not pay for services which are outside the work described in this Section 2, without City's prior written consent. Said consent shall identify any maximum, additional amount of compensation owed for such services, based upon the rates set in Exhibit A.
- 3. Compensation.
  - 3.1 <u>Compensation</u>. For the services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation on a reimbursement basis based upon monthly invoices in the maximum not to exceed amount of \$60,000.

3.2 <u>Invoices</u>. Invoices for Consultant's services shall be based upon Consultant's fees and hourly rates as set forth in Exhibit A. These amounts shall be billed to the City in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the 10th day of each month for all services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Consultant at City's request.

# 3.3 Payments.

- (A) City will review Consultant's invoice and within ten (14) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- (B) If City fails to make any payment due Consultant for services and expenses within thirty (30) days of the date on Consultant's invoice therefore, non-compounding interest will be added to amounts due Consultant, at the rate of one percent (1%) per month from original invoice date. In addition, Consultant may, after giving seven (7) days' written notice to City, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.
- (C) City shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. City shall not reimburse for any expense, unless Consultant first obtains City's prior written authorization before incurring such expense. Consultant will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.
- 4. <u>Covenants</u>. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of City.

# 5. <u>City Responsibilities</u>.

- 5.1 In addition to City's payment obligations, as set forth in Section 3.3 above, City shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.
- 5.2 City shall make all provisions for Consultant to enter upon public and private property as necessary to perform Consultant's duties under this Agreement. City shall also provide all licenses and permits necessary to perform this Agreement.

# 6. Termination.

6.1 <u>Termination for Convenience</u>. This Agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, City may terminate all or part of this Agreement upon determining that termination is in the best interest of City

by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant.

Upon termination under this Section, Consultant shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) City has against Consultant. Pursuant to this Section, Consultant shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Consultant. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

- 6.2. <u>Termination for Cause</u>. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:
- (A) If City funding is not obtained, continued, or appropriated at levels sufficient to justify payments in the Agreement amounts. City may modify this Agreement or adjust Consultant's level of service to accommodate such a reduction in revenue.
- (B) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- (C) If any license or certificate required by law, regulation, or this Agreement to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 6.3. Termination for Default.

7. <u>Disengagement Agreement</u>. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Consultant will continue to perform Project Services to the date agreed upon as the termination date.

- 8. <u>Standard of Care</u>. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the Project Services required under this Agreement without undue delay and without additional costs.
- 9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:
  - 9.1 If terminated under Section 6.3 by City due to a breach by Consultant, City may complete the work either itself, by agreement with another consultant, or by a combination thereof. If the cost of completing the work exceeds the compensation to Consultant as provided under this Agreement, then Consultant shall pay as damages to City the amount of the excess.
  - 9.2 In addition to the above remedies for a breach by Consultant, City also shall be entitled to any other equitable and legal remedies that are available.
  - 9.3 If City breaches this Agreement, Consultant's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Consultant is entitled.
  - 9.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- 10. Confidentiality. Consultant shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Consultant shall require similar agreements from any Consultant subcontractors to maintain the confidentiality of City information. Should any person or entity request confidential City information from Consultant, Consultant shall notify City immediately.
- 11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

**CONSULTANT:** 

City of Rockaway Beach Luke Shepherd, City Manager P.O. Box 5 Rockaway Beach, OR 97136 citymanager@corb.us Destination Management Advisors, LLC
Jon-Paul Bowles, Principal
7153 N Atlantic AVE
Portland, OR 97217
jonpaul@destinationmanagementadvisors.com

# 12. Insurance.

- 12.1 Consultant shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:
  - (A) General Commercial liability insurance: \$2,000,000 aggregate
- (B) Workers' Compensation insurance: Oregon Statutory minimum. (\$500,000 as of May, 2022)
- (C) Automobile: a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage for owned, hired, and non-owned vehicles.
- (D) Professional Liability/Errors and Omission: Consultant will, at all times, carry a professional liability / errors and omission type policy with limits of at least \$1,000,000. If this policy is a "claims made" type policy, the policy type and company shall be approved by the city manager prior to commencement of any work under this Agreement. Tail coverage may be required.
- 12.2 Consultant shall: (a) provide the City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Consultant insurance policy); and (c) provide City with thirty (30)-day notice prior to cancellation.
- 13. Indemnity. To the extent permitted by law, Consultant shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Consultant's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.
- 14. <u>Force Majeure</u>. Neither Party shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war. Each Party will make all reasonable efforts in light of the circumstances causing the delay to perform its obligations under this Agreement.
- 15. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While City reserves the right to set various schedules and evaluate the quality of Consultant's completed work, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under this Agreement and will not have any amounts withheld by City to cover Consultant's tax obligations. Consultant is not eligible for any City fringe benefit plans. It is recognized that Consultant may or will be

- performing work during the term for other parties and that City is not the exclusive user of the services that Consultant provides.
- 16. <u>Key Personnel</u>. Consultant acknowledges and agrees that City selected consultant for award of this Agreement because of the special qualifications of Consultant's key personnel identified in Exhibit B (Key Personnel). Consultant must obtain City's consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Consultant requests that City approve a reassignment or transfer of the Key Personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacements.
- Ownership of Work Product. All work product prepared by Consultant in performance of this Agreement, including but not limited to, invention, discovery, maps, plans, drawings, photos, specifications, music, graphics, or other types of intellectual property are the property of City unless otherwise agreed in writing. Quality reproducible copies of final work product, including digital files of text and graphics, will be provided to City by the conclusion or termination of this Agreement. To the extent that any of the work product is not "work made for hire," Consultant irrevocably assigns to City any and all of Consultant's rights, title and interest in the work product. In the event that the work product contains third-party intellectual property, Consultant shall secure an irrevocable, non-exclusive, perpetual, royalty-free license for City's benefit to use, reproduce, perform, of display the third-party intellectual property.
- 18. <u>Federal Funds</u>. If payment under this Agreement is to be charged against federal funds, Consultant represents and warrants that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
- 19. <u>No Benefits</u>. Consultant will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- 20. <u>PERS</u>. Consultant is not a member of the Oregon Public Employees Retirement System and is not employed for a total of six hundred (600) hours or more in the calendar year by any public employer participating in the Retirement System.
- 21. Assignment. Consultant shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Consultant shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Consultant from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and City shall incur no obligation other than its obligations under this Agreement.
- 22. Public Contracting Requirements. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit B.

- 23. Access to Records. Consultant shall maintain all financial records relating to performance of the Agreement according to generally accepted accounting principles. City and its duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or until the conclusion of any audit, controversy or litigation related to this Agreement. If a longer time of retention is required by law, the longer time period will prevail. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.
- 24. <u>Governing Law</u>. This Agreement is to be governed by and under the laws of the State of Oregon.
- 25. <u>Consent to Jurisdiction and Venue</u>. The parties hereby consent to jurisdiction and venue of the Tillamook County Circuit Court, Tillamook County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
- Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration and held in City, unless otherwise agreed to by the parties. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Tillamook County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
- 27. <u>Continuation During Disputes</u>. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute and City shall make payments as required by the Agreement for undisputed portions of work.
- 28. <a href="Attorney Fees">Attorney Fees</a>. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
- 29. <u>Waiver and Severability</u>. The failure of City to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

- 30. <u>Facsimile Signatures</u>. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
- 31. <u>Entire Agreement</u>. This Agreement shall be the exclusive agreement between the parties for the Project Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 32. Consultant's Legal Counsel. Consultant was provided a copy of this Agreement and all City prepared exhibits prior to submitting a proposal to perform the work or services covered by this Agreement. Consultant had the opportunity to have legal counsel review and negotiate the terms of this Agreement. This Agreement shall be read as one drafted by each party and no presumption related to ambiguities or interpretation shall disadvantage either Consultant or City.
- 33. <u>No Third-Party Beneficiaries</u>. This Agreement is between City and Consultant only and there are no other parties, express or implied, that are beneficiaries to this Agreement.
- 34. <u>Signatures</u>. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:	CONSULTANT:
City of Rockaway Beach	Destination Management Advisors, LLC
By:	By:
Title:	Title:
Date:	Date:

# **EXHIBIT A**

# **Consultant Proposal and Rate Schedule**

Community Paths Refinement - Phase I

January 27, 2023

# COMMUNITY PATH IN ROCKAWAY BEACH



**COVER LETTER** 

Community Paths Refinement - Phase I

January 27, 2023

Luke Shepherd citymanager@corb.us City Manager City of Rockaway Beach P.O. Box 5 | Rockaway Beach, Oregon 97136 503.374.1752

Dear Luke, and City of Rockaway Beach Council Members,

Thank you for the opportunity to help advance the design of the pedestrian, cycling, and evacuation path along US 101. This project demonstrates the city's leadership in creating infrastructure to improve resident's quality of life and meet the demands of the rapidly growing north coast. This safe, active transportation corridor will increase access to the city's attractions and amenities while reducing automobile traffic and serve as an evacuation route in case of an emergency. Perhaps most importantly it will create a safe, seperated space for students walking to and from school.

This scope of work will contribute to a design that maximizes the path's benefits to your constituents and opens the door to time constrained construction funding in 2024. Our team is committed to managing relationships with core partners on behalf of the city, and engaging residents, local business owners, and leaders to ensure that the path's design delivers on a bright vision for city for generations to come.

Sincerely,

Jon-Paul Bowles

Principal, Destination Management Advisors



Community Paths Refinement - Phase I

January 27, 2023

Luke Shepherd citymanager@corb.us City Manager City of Rockaway Beach P.O. Box 5 | Rockaway Beach, Oregon 97136 503.374.1752

# Statement of Work

The consultant will lead project management, community outreach, and stakeholder engagement for the Community Paths (CP) refinement project on behalf of the CORB and in coordination with the Oregon Department of Transportation (ODOT). The consultant will advance project design, manage relationships with agency partners, lead community engagement, and deliver a conceptual design memorandum. This work will form the basis of the final alignment and design document to be completed in the second and final phase.

ODOT is the lead implementing agency for this federally funded project. The consultant will lead communication with ODOT on behalf of the CORB. Immediate priorities are to release project funds to the CORB, schedule ODOT staff time for technical inputs and core team meetings, and confirm benchmarks for 2024 construciton funding.

- 1. Project management framework and ongoing facilitation of core partner contributions to clarify roles and advance design.
- 2. Community outreach to inform residents and local leadership about the project and create a formal feedback loop to inform the path's alignment and design.
- 3. Stakeholder engagement to communicate, inform, and gather specific design inputs.

Community Paths Refinement - Phase I

January 27, 2023

# Scope of Work

## **COMMUNITY PATHS DESIGN - PHASE I**

### 1. Project and team management

The project management framework will establish expectations for the timelines, roles, resources, and dependencies required to advance design with ODOT and other agency partners. Project funds are awarded and administered by the Oregon Department of Transportation (ODOT) through the Community Paths (CP) Program. The CP program, established in 2020, received a dramatic increase in funding for the second (current) cycle. The influx of funds paired with labor shortages and inflation in the contruction sector has delayed implementation. The first priority for the CORB project is to engage ODOT CP program management and Region 2 leadership to vet assumptions, and clarify process, establish updated timelines, and agency roles. The consultant will then report findings on the current landscape and recommendations to CORB management and Council.

Next, the consultant will draft the CORB project management framework based on real time inputs from ODOT and CORB leadership and CP refinement program guidelines. A core project team will be established and managed. Additional partners across agencies will be identified for specific inputs needed throughout the design phase. The consultant will work with the CORB and ODOT to identify vendors needed to deliver additional technical inputs and finalize the project management framework based on required procurement processes and agency availability. The consultant will manage relationships to draw limited resources to the CORB project in the most timely manner possible.

This work will expidite the project timeline by creating specific asks that maximize partners' schedules, technical expertise, and goodwill while anticipating gaps that may otherwise delay implementation.

Benchmarks: Landscape assessment report / Monthly reports delivered to CORB Council / Community Paths funds released / Project team convened / Project implementation plan adopted / Parking configuration rendering drafted / Preliminary alignment recommendation delivered / Refinement Memmorandum delivered.

Outputs include: Landscape assessment, monthly progress reports, a regularly updated project implementation plan and timeline, role definition, outreach schedule, stakeholder directory, and reporting to Community Paths program maanger.

# 2. Community engagement

Community engagement will ensure that residents and local leaders inform design that best serves multiple

Community Paths Refinement - Phase I

January 27, 2023

interests and minimizes conflict. The consultant will create an engagement plan that shares information with the public and creates a feedback loop to gather and incorporate public input into the design. A public engagement plan will identify audiences, channels, messages, and feedback mechanisms in three phases:

- 2.1 Provide general information about the project to the public via social media, CORB website, and public meetings as well as presentations and one on one conversations with elected officials and local leaders, school officials, students, and local business owners.
- 2.2 Share design elements based on technical input from the core design team and solicit high level feedback.
- 2.3 Target specific audiences and channel input for specific design elements such as parking, access points.

Benchmarks: Engagement plan delivered / Gatekeeper interviews and focus groups / CORB project content delivered / Public input round 1 / Preliminary alignment recommendation annotated with summary of public input / Public input round 2 / Refinement Memmorandum delivered with annotation of public input on specific design elements to date.

Outputs: Outreach plan, survey instruments, summary of design input and feedback, cost benefit summary analysis of design elements in relation to public sentiment, content for press releases, social media, CORB website.

# 3. Stakeholder engagement

Stakeholder engagement provides information to entities with an interest in the project in order to enhance partnership opportunities for construction funding and support for implementation of future CORB transportation and public works priorities. The consultant shall provide progress reports with external stakeholders including Tillamook County, the Salmonberry Trail Intergovnmental Agency, Safe Routes to School advocates, community groups, and large-scale employers.

Benchmarks & Timeline: TBD pending client input

Outputs may include presentations and reports at stakeholder gatherings and planning sessions with construction funding gatekeepers.

# **DELIVERABLES**

Design memorandum endorsed by ODOT project lead and Community Paths program manger. One (1) revision to finalize. Monthly reports, community engagement and stakeholder collateral, content, and summary findings, (1) revision each to finalize.

FEE

Community Paths Refinement - Phase I	January 27, 2023
Landscape assessment, project management framework, partnership dev	\$12,000.00
Community engagement plan	\$4,000.00
Ongoing project management, core team facilitation, refinement memorandum, CORB monthly reporting, ODOT CP reporting	\$24,000.00
Community engagement content and survey instrument development	\$3,000.00
Community outreach and engagement (phases 1-2)	\$12,000.00
Stakeholder engagement	\$5,000.00
TOTAL	\$60,000.00

Estimated Reimbursables \$1,200.00

### **REIMBURSABLES**

Travel only. Project management software and others costs included in above table.

# **ADDITIONAL SCOPE**

Completion of project design (phase II) July 2023-December 2023

# **DEPENDENCIES**

Access to technical inputs from the CORB, ODOT, and other state agencies and vendors / CORB procurement requirements / Timely project initiation relative to CP program deadlines. The consultant will mitigage risk of dependencies through the landscape assessment report and vetting process, groundtruthing potential contraints, ongoing alignment of expectations between the consultant team, CORB leadership, and ODOT via monthly reporting to city council and regular communication with staff, and scoping of deliverables for phase it.

# BILLING

Invoiced monthly

CLIENT CONSULTANT

# CITY OF ROCKAWAY BEACH

DMA Paul Rowles

Luke Shepherd Jon-Paul Bowles
City Manager Principal

citymanager@corb.us jonpaul@destinationmanagementadvisors.com

January 27, 2023

SIGNATURE and DATE SIGNATURE and DATE

# **TERMS AND CONDITIONS**

Community Paths Refinement - Phase I

January 27, 2023

- 1. TERMS: 'Proposal' means all pages contained within this document—with a total page count of 9, including Terms and Conditions. 'Client' means the person or entity identified in the in the Consulting Agreement Acceptance detail of this Proposal and includes Client's Representative. 'Consultant' means, Destination Management Advisors LLC. 'Project' means Professional Services rendered to complete the Statement of Work and Scope of Services for the set Fee as outlined in this Proposal.
- 2. AGREEMENT: The Proposal and Terms and Conditions collectively constitute the agreement by which Consultant agrees to provide services to the Client for the Project, and are collectively referred to herein as the 'Agreement.' Consultant will only be providing Professional Services as described in this Proposal.
- 3. STANDARDOFCARE:Consultant shall perform the services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by consultants in the location of the Project that provide the same services, under similar circumstances. Consultant makes no other warranty, certification, or guarantee with respect to its services or work product.
- 4. PAYMENT: Consultant shall bill Client monthly for services provided in each task on a percent of completion basis, up to 100% of Consultant's total compensation outlined in the Proposal. Consultant's payment and invoicing terms are: a) invoices are due NET 15,

- b) invoices not paid within thirty (30) days of receipt shall be subject to a late payment charge of one and one half percent (1.5%) per month, c) payment to The Consultant shall not be contingent on Client's receipt of funds or payment from any third-party. The Consultant shall not be entitled to additional compensation unless there is a material increase in the Statement of Work and/or Scope of Services, and only with Client's prior written approval.
- 5. CLIENT INFORMATION: Client acknowledges that Consultant's services depend, in part, on Project specific information that may change during the course of the Project. Consultant is entitled to rely on Project information provided to it by Client. Client shall promptly notify Consultant of changes to Project information previously provided.
- 6. CONFIDENTIALITY: Consultant shall maintain the confidentiality information specifically designated as confidential by the Client, unless withholding information such would violate the law, create risk of significant harm to the public, or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. No disclosure of designated confidential information as authorized by this paragraph shall be made without providing to the Client at least fifteen (15) days advance written notice of the intent to make such disclosure.
- 7. OWNERSHIP OF INSTRUMENTS OF SERVICE: All the documents prepared by Consultant related to the Project are 'Instruments

- of Service' and are solely for the exclusive use of Client. The Instruments of Service shall be considered a work made for hire under the copyright laws, and Client, not Consultant, shall own the copyright. Client hereby grants Consultant a license to use the completed instruments of Service and any preliminary designs in marketing materials, traditional publications, digital publication on Consultant's website, and on social media platforms. Consultant using the Project name or image or other information about the Project for promotional purposes shall include attribution to Client and/or its applicable affiliate(s). Client assumes ownership, copyright and full reproduction rights on materials provided to Client pursuant to this Agreement upon final payment for completed Project.
- 8. TERMINATION: Either Client or Consultant may terminate or suspend this Agreement should the other party substantially fail to perform as required under this Agreement, but only after giving the other party ten (10) calendar days prior written notice and opportunity to cure the substantial non-performance. Within fifteen (15) calendar days of suspension or termination, Client shall pay Consultant compensation earned to the date of suspension termination.
- 9. DISPUTE RESOLUTION: Client and Consultant agree to meet and discuss all disputes. If a dispute is not resolved by discussion then all disputes arising out of or relating to this Agreement shall first be submitted to non-binding mediation. The mediator shall be agreed to by both parties.

Community Paths Refinement - Phase I

**TERMS AND CONDITIONS** 

January 27, 2023

Any claims arising out of this Agreement that are not resolved in mediation shall be subject to binding arbitration.

10. INSURANCE: For the duration of the project, Consultant shall maintain insurance coverage as follows:

CGL: \$2,000,000

Automobile Liability: \$1,000,000

Umbrella: \$1,000,000 PLI: \$1,000,000

Total Aggregate: \$4,000,000

PLI shall be maintained for three (3) years following completion of the Project, so long as it is commercially available and reasonably affordable to Consultant.

- 11. INDEMNIFICATION: Consultant and Client each agrees to indemnify the other against any and all liability, damages, costs, and expenses including reasonable attorney's and expert fees (collectively 'Damages'), that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifyingparty's negligence. Neither Consultant nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole. concurrent, or contributory). Neither Consultant, nor Client, shall have a duty to provide the other an up-front defense of any claim.
- 12. LIMITATION OF LIABILITY: To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant for all claims and causes of action Client may bring against Consultant, based

on any legal theory, including without limitation, malpractice, professional negligence, nealiaent misrepresentation, breach of contract, breach of express or implied warranty, liability, contribution strict and/or indemnity, so that the total aggregate liability of the Consultant to the Client for claims arising from or related to the Project shall be limited to one million (\$1,000,000) United States Dollars. Any liability of Consultant to Client arising from claims related to or arising from the performance of services pursuant to this Agreement shall not exceed a total aggregate amount of the greater of Fifty Thousand (\$50,000.00) United States Dollars, or the compensation paid to Consultant pursuant to this Agreement. This limitation is intended to apply to any and every kind of liability, such as liability for negligence, breach of contract, misrepresentation, or any other extraordinary, unknown or unexpected future liability.

- 13. DELIVERY OF PROJECT: Upon Agreement and Consultant has commenced work on the Project, Consultant shall provide Client with a schedule for the completion of authorized services, which Consultant shall not exceed. Any delay in the completion of the project due to circumstances beyond the control of the Consultant, shall entitle the Consultant to extend the completion/delivery date, upon notifying the Client, by the time equivalent to the period of such delay.
- 14. NOTHIRD-PARTYBENEFICIARY: This Agreement does not give any rights or benefits to anyone

other than Client or Consultant.

- 15. ENTIRE AGREEMENT: This Agreement, states all of the Terms of the parties' Agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments, and agreements respecting its subject matter. All services provided by Consultant to Client for the Project are governed exclusively by this Agreement, and this Agreement may not be modified or amended except by mutual written Agreement of Consultant and Client.
- 16. NO ASSIGNMENT: Neither party may assign their rights obligations under this Agreement, except that the Consultant may utilize subcontractors to provide services, as provided in this Agreement.
- 17. APPLICABLE LAW AND VENUE: The law of the Project location will govern the interpretation of the Agreement and all claims between the parties. Venue for any claim arising from or related to this Agreement shall be the location of the Project.

DESTINATION
MANAGEMENT
ADVISORS

# **EXHIBIT B**

# ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (13) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (14) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (15) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds

\$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

# **RESOLUTION 23-981**

# A RESOLUTION MAKING A CONTINGENCY TRANSFER OF APPROPRIATION AUTHORITY FOR FISCAL YEAR 2022-2023 (ROADS & STREETS)

WHEREAS, ORS 294.463(2) allows a governing body to authorize a transfer of appropriation authority after a budget has been adopted by passing a resolution or ordinance. Transfers may be made from an operating contingency appropriation to the appropriation category from which it will be expended. Because the contingency transfer does not exceed 15%, this contingency transfer may be carried through resolution.

WHEREAS, this resolution transfers appropriations from Roads & Streets Contingency to Roads & Streets Materials and Services category. A contingency transfer is necessary due to expenditures required to repair storm damage to the Cedar Boardwalk park.

WHEREAS, adequate funds exist within the current adopted budget.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Rockaway Beach resolves to transfer appropriation authority from Roads & Streets Contingency to the Roads & Streets Materials and Services Category the in the sum of \$25,000, amending the 2022-2023 budget.

Roads & Streets:	Adopted Budget	<b>Budget Adjustment:</b>	Amended Budget:
Requirements:			
Personnel Services	184,765		
Materials & Services	130,100	25,000	155,100
Capital Outlay	408,000		
Transfers	0		
Contingency	30,000	(25,000)	5,000
Total Requirements	\$752,865	*****	\$752,865

APPROVED AND ADOPTED BY THE ROCKAWAY BEACH CITY COUNCIL, AND EFFECTIVE THE  $8^{TH}$  DAY OF FEBRUARY 2023.

	Charles McNeilly, Mayor	
Attest: Luke Shepard, City Manager		

Oregon Woods Inc.

Quote for Rockaway big tree boardwalk repair quote
1/09/2023

# **Repair Quote**

Our total price top repair is: \$24,700

This price includes:

- -the removal of the the fallen trees and dispersing to the side of the trail: \$2,000
- -the repair of the 3 separate sections (for a total of approximately 75'): \$13,620
- -this includes us supplying all new diamond piers, lumber and hardware where needed: \$7,980
- -removal of all damaged lumber/hardware/piers and properly disposed of: \$1,100

Total: \$24,700

-all new material will be replaced with the same material as spec'd in the original construction -all construction will be built to the same specs as the original contract

Lee Fouste

Oregon Woods Inc.

**Construction Manager** 

# **RESOLUTION 23-982**

# A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) REGARDING SOUTH FIRST STREET RAILROAD CROSSING REHABILITATION (THE "PROJECT")

WHEREAS, The City of Rockaway Beach (City) and the Oregon Coast Scenic Railroad (OCSR) desire to make improvements to the railroad crossing on S. First street; and

WHEREAS, OCSR and City are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the parties agree are necessary to complete the Project; and

WHEREAS, The MOU attached hereto as Exhibit A captures the purpose of achieving the various aims and objectives relating to the Project; and

WHEREAS, The MOU attached hereto as Exhibit A outlines the roles and responsibilities regarding activities, services and financing related to the project; and

WHEREAS, adequate funds exist within the current adopted budget.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Rockaway Beach resolves to approve the terms articulated in the attached MOU pertaining to rehabilitation of the First St. railroad crossing.

APPROVED AND ADOPTED BY THE ROCKAWAY BEACH CITY COUNCIL, AND EFFECTIVE THE 8<sup>TH</sup> DAY OF FEBRUARY 2023.

Charles McNeilly, Mayor

# **Exhibit A**

# Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on January 31, 2023, by and between Oregon Coast Scenic Railroad, of PO Box 669, Tillamook, Oregon, 97141, an Oregon nonprofit corporation (hereinafter referred to as "OCSR") and the City of Rockaway Beach, of 276 Highway 101, Rockaway Beach, Oregon, 97136, an Oregon municipal corporation (hereinafter referred to as "City") for the purpose of achieving the various aims and objectives relating to the South First Street Railroad Crossing Rehabilitation (the "Project").

WHEREAS OCSR and City desire to enter into an agreement in which OCSR and City will work together to complete the Project;

AND WHERAS OCSR and City are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

# **Purpose**

The purpose of the Memorandum is to outline the roles and responsibilities regarding activities, services, and financing related to the Project. The Project consists of the relay of track through, and resurfacing of, railroad crossing 749551F located at railroad mile post 840.70 at South First Street in Rockaway Beach. This project consists of 46 linear track feet within the crossing and 34 feet outside of the crossing to allow for the installation of 80 foot rail lengths to ensure the removal of rail joints in the crossing. The track will be resurfaced with concrete crossing panels, and the approaches with asphalt.

# **Obligations of Parties**

OCSR and City agree to work together in the true spirit of cooperation to ensure that this project is brought to completion and demonstrate financial, administrative, and managerial commitment by means of the following individual services.

# Cooperation

The activities and services for the Project shall include, but not be limited to:

- a. Services rendered by OCSR include:
  - Removal and disposal of existing rail and railbed
  - Removal of asphalt up to 6ft from the centerline of the track
  - Installation of new rail bed, ties, and rail
  - Installation of concrete railroad crossing panels
  - Coordination with Oregon Department of Transportation regarding necessary road closures
- b. Services rendered by City include:
  - Loaning of City's mini excavator for the length of the Project with the provision that City may require the excavator for emergency projects during the period.

- Provision of "Road Closed" signage as needed
- Replacement of asphalt surface up to newly installed concrete panels including temporary surfaces where applicable

#### Resources

OCSR and City will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions by the start of the project. OCSR estimates the material costs for this project to be \$31,403.60. City agrees to make a payment of fifty percent of the estimated materials cost of \$15,701.60 to OCSR upon execution of this agreement. Upon completion of the project, City will reimburse OCSR for project materials cost up to a total of \$34,000.00.

- a. OCSR agrees to provide the following financial, material, and labor resources for the Project:
  - All labor costs for railroad track work
  - All fuel and equipment costs for track work
- b. City hereby agrees to provide the following financial, material, and labor resources for the Project:
  - Material costs for new rail, ballast, ties, tie plates, spikes, composition bars, and crossing panels not to exceed \$34,000.00
  - Costs of asphalt materials and installation

# Liability

No liability will arise or be assumed between OCSR and City as a result of this Memorandum.

# **Dispute Resolution**

In the event of a dispute between OCSR and City, a dispute resolution group will convene consisting of the OCSR Executive Director, and City Manager of City, and one independent third party. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. OCSR and City agree that the decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to continue the project to completion.

#### **Term**

The arrangements made by OCSR and City by this Memorandum shall remain in place from January 31, 2023 until May 12, 2023. This term can only be extended by the agreement of both OCSR and City.

#### **Notice**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

# **Governing Law**

This Memorandum shall be construed in accordance with the laws of the State of Oregon.

# **Assignment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not unreasonably be withheld.

#### Amendment

The Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

# Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced so limited.

# **Prior Memorandum Superseded**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

# Understanding

It is mutually agreed upon and understood by and among OCSR and City that:

- a. Each party will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict OCSR or City from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- d. This Memorandum will be effective upon the signatures of both parties.
- e. Either party may terminate its participation in this Memorandum by providing written notice to the other party.
- f. The parties agree and acknowledge that their relationship is that of independent contracting parties and that OCSR is not an officer, employee, or agent of the City as those terms are used in ORS 30.265 or otherwise.
- g. The parties acknowledge and agree that nothing in this Memorandum is intended to nor shall be construed to create any form of partnership or joint venture relationship between the parties.

Signatories

Ву:	Date:	
Oregon Coast Scenic Railroad		
Rachael Aldridge, Executive Director		

By:	Date:	
City of Rockaway Beach		
Charles McNeilly, Mayor		

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES & RESOURCES					
10-31-4010	CUR YR PROP TX - GEN FUND	.00	432,029.83	425,000.00	( 7,029.83)	101.7
10-31-4020	DELINQUENT PROP TAX REVENUE	.00	5,183.73	8,000.00	2,816.27	64.8
10-31-4040		4,051.42	17,125.78	18,000.00	874.22	95.1
10-31-4050	CIGARETTE TAX	85.18	687.04	1,500.00	812.96	45.8
10-31-4060	OTHER TAX REVENUE	.00	33,642.36	23,000.00	( 10,642.36)	146.3
	TOTAL REVENUES & RESOURCES	4,136.60	488,668.74	475,500.00	( 13,168.74)	102.8
	GRANTS, LOANS & BONDS					
10-33-4175	GRANTS - GENERAL FUND MISC	.00	2,500	216,000.00	213,500.00	1.2
10-33-4180	DLCD GRANT	.00	100	15,000.00	15,000.00	.0
	STATE REVENUE SHARING	.00	13,746.51	20,000.00	6,253.49	68.7
	TOTAL GRANTS, LOANS & BONDS	.00	16,246.51	251,000.00	234,753.49	6.5
	FEES & SERVICES			•		
10-34-4060	LICENSES & FRANCHISES	11.849.42	809.79	200,000.00	2,190.21	98.9
10-34-4080	PERMITS, BLDG TILL CO PORTION	( 2.030.60)	.00	.00	.00	.0
10-34-4085	LAND USE-ORDINANCE FEES-PERMIT	6 653.80	20,689.05	21,000.00	310,95	98.5
10-34-4141	CIVIC/COMM CENTER RENT	78.00	765.00	500.00	( 265.00)	153.0
10-34-4142	FIRST FLOOR RENT-HLTH DEPT	946.00	6,622.00	10,500.00	3,878.00	63.1
	CC-REFUNDABLE DEPOSITS	100	.00.	500.00	500.00	.0
10-34-4146	HEALTH DEPT UTILITY REIMB	496.90	1,302.53	2,200.00	897.47	59.2
	TOTAL FEES & SERVICES	17,984.52	227,188.37	234,700.00	7,511.63	96.8
	FIRE DEPARTMENT					
10-35-4091	NEDONNA FIRE DIST	29,000.00	29,000.00	30,000.00	1,000.00	96.7
10-35-4092	TWIN ROCKS WATER DISTRICT	.00	10,000.00	10,000.00	.00	100.0
10-35-4093	OR STATE FORESTRY DEPT	.00	.00	500.00	500.00	.0
10-35-4185	FIRE PERMITS	.00	.00	150.00	150.00	.0
10-35-4186	EMERGENCY SERVICES FEE	.00	62,542.38	110,000.00	47,457.62	56.9
	TOTAL FIRE DEPARTMENT	29,000.00	101,542.38	150,650.00	49,107.62	67.4
	OTHER REVENUES					
10-36-4120	INTEREST ON INVESTED FUNDS	.00	42,600.83	8,000.00	( 34,600.83)	532.5
10-36-4150	MISC RCPTS - GEN FUND	8,562.14	15,717.35		( 5,717.35)	157.2
10-36-4190	SURPLUS PROPERTY SALES	.00	.00	1,000.00	1,000.00	.0
	TOTAL OTHER REVENUES	8,562.14	58,318.18	19,000.00	( 39,318.18)	306.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	POLICE DEPARTMENT					
10-37-4100	CITATIONS - FINES & FORFEITS	551.50	9,488.91	15,000.00	5,511.09	63.3
10-37-4110	OLD COURT COLLECTIONS	.00	.00	1,000.00	1,000.00	.0
	TOTAL POLICE DEPARTMENT	551,50	9,488.91	16,000.00	6,511.09	59.3
	TRANSFERS					
10-39-4030	TIF - TRT POLICE	118,881.50	118,881.50	237,763.00	118,881.50	50.0
10-39-4032	TIF -SEWER OP	22,500.00	22,500.00	45,000.00	22,500.00	50.0
10-39-4037	TIF - CC	22,500.00	22,500.00	45,000.00	22,500.00	50.0
10-39-4038	TIF- TRT-GF PW CAP OUTLAY	21,381.50	21,381	42,763.00	21,381.50	50.0
10-39-4052	TIF - TRT-CTY BEAUTIF	2,500.00	2,500.00	5,000.00	2,500.00	50.0
10-39-4053	TIF - TRT FIRE DEPT	118,881.50	118,881,50	237,763.00	118,881.50	50.0
10-39-4055	TIF - TRT USDA LOAN	32,000.00	32,000.00	64,000.00	32,000.00	50.0
	TOTAL TRANSFERS	338,644.50	338,644.50	677,289.00	338,644.50	50.0
	TOTAL FUND REVENUE	398,879.26	1,240,097.59	1,824,139.00	584,041.41	68.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
10-45-6550	MATERIALS SUPPLIES	15,641.80	65,408.64	457,000.00	391,591.36	14.3
	TOTAL POLICE DEPARTMENT	15,641.80	65,408.64	457,000.00	391,591.36	14.3
	FIRE DEPARTMENT					
10-46-5052	FIRE CHIEF WAGES	7,701.05	53,907.35	95,210.00	41,302.65	56.6
10-46-5053	FIREFIGHTERS	6,494.28	35,260.59	75,000.00	39,739.41	47.0
10-46-5061	VOLUNTEER FIRE FIGHTER BONUS	4,539.18	26,699.24	38,250.00	11,550.76	69.8
10-46-5062	RECORD KEEPING & TRAINING	125.00	1,125.00	4,000.00	2,875.00	28.1
10-46-5152	PAYROLL EXPENSES - FIRE	10,402.36	58,320,02	163,595.00	105,274.98	35.7
10-46-6110	ELECTRICITY	318.96	1,250.42	3,500.00	2,269.58	35.2
10-46-6530	TELEPHONE	.00	8 799.08	8,500.00	( 299.08)	103.5
10-46-6535	MEDICAL	201.34	2,330.55	10,000.00	7,669.45	23.3
10-46-6555	SUPPLIES, GEAR & SERVICES	270.20	26,054.60	30,000.00	3,945.40	86.9
10-46-6570	INS- VEHICLE, LIAB, EQUIP, BLD	.00	15,222.00	15,000.00	( 222.00)	101.5
10-46-6580	FUEL & OIL	726.19	4392.52	8,000.00	3,607.48	54.9
10-46-6582	ELECTRONIC REP-MAINT	.00	.00	1,500.00	1,500.00	.0
10-46-6630	FIRE BLDG MAINT	185.65	922.23	15,000.00	14,077.77	6.2
10-46-6660	SAFETY TRAINING & FIRST AID	7,282,65	096.23	10,000.00	2,903.77	71.0
10-46-6670	REQUIRED EQUIP TESTING	.80	4,092.05	7,500.00	3,407.95	54.6
10-46-6690	VEHICLE MAINT, SUP & REP	1.422.00	3,173.53	20,000.00	16,826.47	15.9
	TOTAL FIRE DEPARTMENT	33,669 86	248,625.41	505,055.00	256,429.59	49.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
10-48-5057	OFFICE ASSISTANT	7,377.94	47,577.29	81,179.00	33,601.71	58.6
10-48-5065	OVERTIME - CITY HALL	.00	.00.	4,000.00	4,000.00	.0
10-48-5075	ACCRUED VACATION - ADMIN	.00	.00	5,000.00	5,000.00	.0
10-48-5082	CITY MANAGER	6,649.87	58,004.70	80,669.00	22,664.30	71.9
10-48-5085	MAYOR & COUNCIL STIPEND	110.00	815.00	1,100.00	285.00	74.1
10-48-5152	PAYROLL EXP - ADMIN	7,215.92	58,599.11	137,051.00	78,451.89	42.8
10-48-6410	PLANNING & ZONING	8,458.35	46,653.21	75,000.00	28,346.79	62.2
10-48-6440	REFUNDABLE DEPOSITS	.00	450.00	500.00	50.00	90.0
10-48-6530	TELEPHONE	.00	3,947.03	5,800.00	1,852.97	68.1
10-48-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	.00	6,100.00	6,000.00	( 100.00)	101.7
10-48-6571	TECHNOLOGY & DATA PROCESSING	.00	12,243.78	25,000.00	12,756.22	49.0
10-48-6577	ORDINANCE UPDATE	.00	495.00	1,500.00	1,005.00	33.0
10-48-6596	EMERGENCY SERVICES EXPENSE	.00	632 90	2,000.00	1,367.10	31.7
10-48-6666	CITY BEAUTIFICATION	.00	549.24	3,000.00	2,450,76	18,3
10-48-6667	STORM DAMAGE REPAIR	.00	.00	100.00	100.00	.0
10-48-6830	CITY HALL OPERATIONS	3,630.41	18,932.84	68,000.00	49,067.16	27.8
10-48-6831	DUES-CITY, OFFICIALS & STAFF	107.50	10,028.79	2,500.00	( 7,528.79)	401.2
10-48-6835	BANK FEES	.00	286.30	2,000.00	1,713.70	14.3
10-48-6840	COURT COSTS	.00	240.00	500.00	260.00	48.0
10-48-6850	ATTORNEY	40,575.66	116,435.66	145,000.00	28,564.34	80.3
10-48-6870	AUDIT & BOND	00.00	403.25	8,000.00	3,596,75	55.0
10-48-6880	ADVERTISING	.00	.00	500.00	500.00	.0
10-48-6890	STATIONERY & SUPPLIES	.00	1.066.22	10,500.00	9,433.78	10.2
10-48-6915	TRAVEL & TRAIN-STAFF	113.75	315.75	5,000.00	4.684.25	6.3
10-48-6920	BLDG MAINT-CTY HALL	369 19	13,952.84	18,000.00	4,047.16	77.5
10-48-6931	COUNCIL EXPENSE	147.70	218.14	1,000.00	781.86	21.8
10-48-6932	CITY MANAGER FUND	.00	463.83	500.00	36.17	92.8
10-48-6954	REVENUE SHARING PMTS	.00	20,921.33	20,000.00	( 921.33)	104.6
10-48-6999	OPERATING CONTINGENCY - GE	.00	.00	134,000.00	134,000.00	.0
10-48-8000	GENERAL FUND CAPITAL PROJECTS	162.00	52,959.64	110,000.00	57,040.36	48.2
10-48-8041	TO - ROADS/STREETS, FRANCHISE	18,000.00	18,000.00	36,000.00	18,000.00	50.0
10-48-8044	TO -FIRE EQUIPMENT RESERVE	130,500.00	130,500.00	261,000.00	130,500.00	50.0
10-48-8045	TO - DEBT SERVICE RESERVE FUND	50,000.00	50,000.00	100,000.00	50,000.00	50.0
10-48-8518	DEBT SVC - USDA LOAN	.00	69,850.00	125,000.00	55,150.00	55.9
	TOTAL ADMINISTRATION	274,102.34	744,641.85	1,475,399.00	730,757.15	50.5
	TOTAL FUND EXPENDITURES	323,413.00	1,058,675.90	2,437,454.00	1,378,778.10	43.4
	NET REVENUE OVER EXPENDITURES	75,466.26	181,421.69	( 613,315.00)	( 794,736.69)	29.6

#### FIRE EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
14-36-4120	INTEREST INCOME	.00	412.70	.00	( 412.70)	.0
	TOTAL OTHER INCOME	.00	412.70	.00	( 412.70)	.0
	TRANSFERS					
14-39-4026	TIF - GF	130,500.00	130,500.00	261,000.00	130,500.00	50.0
14-39-4030	TIF - TRT	97,500.00	97,500.00	195,000.00	97,500.00	50.0
	TOTAL TRANSFERS	228,000.00	228,000.00	456,000.00	228,000.00	50.0
	TOTAL FUND REVENUE	228,000.00	226 4 12.70	456,000.00	227,587.30	50.1

# FIRE EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPARTMENT					
14-47-7621	FIRE EQUIP & CAPITAL OUTLAY	.00	27,750.00	329,000.00	301,250.00	8.4
	TOTAL FIRE DEPARTMENT	.00	27,750.00	329,000.00	301,250.00	8.4
	TOTAL FUND EXPENDITURES	.00	27,750.00	329,000.00	301,250.00	8.4
	NET REVENUE OVER EXPENDITURES	228,000.00	200,662.70	127,000.00	( 73,662.70)	158.0



# DONATIONS RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MATERIALS & SERVICES					
15-45-6600	POLICE DEPARTMENT EXPENSE	2,615.00	44,353.00	44,353.00	.00	100.0
	TOTAL MATERIALS & SERVICES	2,615.00	44,353.00	44,353.00	.00	100.0
	TOTAL FUND EXPENDITURES	2,615.00	44,353.00	44,353.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	( 2,615.00)	( 44,353.00)	( 44,353.00)	.00	(100.0)



# LOAN PAYMENT RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-36-4120	OTHER INCOME INTEREST INCOME TOTAL OTHER INCOME	.00	.00	25.00	25.00 25.00	.0.
	TRANSFERS					
16-39-4030	TIF - GEN FND	50,000.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL TRANSFERS	50,000.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL FUND REVENUE	50,000.00	50,000,00	100,025.00	50,025.00	50.0

# LOAN PAYMENT RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MATERIALS & SERVICES					
16-45-6850	ATTORNEY/LEGAL FEES/COURT COST	.00	.00	329,435.00	329,435.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	329,435.00	329,435.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	329,435.00	329,435.00	.0
	NET REVENUE OVER EXPENDITURES	50,000.00	50,000.00	( 229,410.00)	( 279,410.00)	21.8



# PROJECT & EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
21-36-4120	INTEREST INCOME	.00.	489.55	800.00	310.45	61.2
	TOTAL OTHER INCOME	.00	489.55	800.00	310.45	61.2
	TRANSFERS IN					
21-39-4030	TIF - TRT	365,840.50	365,840.50	731,681.00	365,840.50	50.0
	TOTAL TRANSFERS IN	365,840.50	365,840.50	731,681.00	365,840.50	50.0
	TOTAL FUND REVENUE	365,840.50	366,340.05	732,481.00	366,150.95	50.0

# PROJECT & EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
21-47-7577	TOURISM CAPITAL PROJECTS	48,551.00	126,213.40	799,000.00	672,786.60	15.8
	TOTAL CAPITAL OUTLAY	48,551.00	126,213.40	799,000.00	672,786.60	15.8
	TOTAL FUND EXPENDITURES	48,551.00	126,213.40	799,000.00	672,786.60	15.8
	NET REVENUE OVER EXPENDITURES	317,289.50	240,116.65	( 66,519.00)	( 306,635.65)	361.0



#### **ROADS & STREETS**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE REVENUE					
30-31-2985	RESTRICTED BIKE PATHS ODOT	.00	.00.	1,000.00	1,000.00	.0
30-31-4340	STATE STREET - DMV - REVENUE	9,406.80	68,366.37	99,000.00	30,633.63	69.1
	TOTAL STATE REVENUE	9,406.80	68,366.37	100,000.00	31,633.63	68.4
	GRANTS					
30-33-4182	GRANTS & REIM- ROADS & STREETS	22,902.00	63,502.00	.00	( 63,502.00)	.0
30-33-4183	GRANTS- SPECIAL CITY ALLOTMENT	.00.	.00.	100,000.00	100,000.00	.0
	TOTAL GRANTS	22,902.00	63,502.00	100,000.00	36,498.00	63.5
	OTHER REVENUE					
30-36-4120	INTEREST INCOME	.00	7,037.71	4,000.00	( 3,037.71)	175.9
	TOTAL OTHER REVENUE	.00	7,037.71	4,000.00	( 3,037.71)	175.9
	TRANSFERS	-				
30-39-4030	TIF - TRT	193,	193,175.50	386,351.00	193,175.50	50.0
30-39-4038	TIF - GEN FND	18,000.00	18,000.00	36,000.00	18,000.00	50.0
	TOTAL TRANSFERS	211,175,50	211,175.50	422,351.00	211,175.50	50.0
	TOTAL FUND REVENUE	243,484.30	350,081.58	626,351.00	276,269.42	55.9

# **ROADS & STREETS**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
	<del></del>					
30-41-5054	CODE ENFORCEMENT	.00	.00.	825.00	825.00	.0
30-41-5055	MAINT WKR WAGES	6,158.32	33,477.45	75,909.00	42,431.55	44.1
30-41-5056	EXTRA LABOR	.00	.00	5,000.00	5,000.00	.0
30-41-5058	SUPER OF PUBLIC WORKS	720.12	5,258.44	9,700.00	4,441.56	54.2
30-41-5065	OVERTIME	.00	.00	2,000.00	2,000.00	.0
30-41-5075	ACCRUED VAC - RDS & STS	.00	.00	2,000.00	2,000.00	.0
	CTY MANAGER - RDS & STS	949.98	8,286.44	11,523.00	3,236.56	71.9
30-41-5085	MAYOR & COUNCIL STIPEND	20.00	155.00	500.00	345.00	31.0
30-41-5152	PAYROLL EXP - RDS & STS	5,126.84	25,178.20	77,308.00	52,129.80	32.6
	TOTAL PERSONNEL SERVICES	12,975.26	72,355.53	184,765.00	112,409.47	39.2
	MATERIALS & SERVICES					
30-45-6125	ELECTRIC-STLITES-WYSD-CTYPRKS	133.64	2,663.18	3,000.00	336.82	88.8
30-45-6130	WAYSIDE & PARKS	1,113.60	14,623.25	35,000.00	20,376.75	41.8
30-45-6131	NATURE CONSERVANCY	3,200.00	4,650,00	*	( 550.00)	118.3
30-45-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	.00	5,000.00	5,000.00	.00	100.0
30-45-6572		30.45	8,551.91	23,000.00	14,448.09	37.2
30-45-6580	FUEL & OIL	99.11	2,785.83	9,000.00	6,214.17	31.0
30-45-6592	PARKING LEASE	790	524.93	1,500.00	( 24.93)	101.7
30-45-6600	DRAINAGE & FLOOD CONTROL	.00	5,260.97	10,000.00	4,739.03	52.6
30-45-6610	SIDEWALKS, CURBS & FOOTPATHS	.00	4,165.07	4,000.00	( 165.07)	104.1
30-45-6620	STREET SIGNS	159.76	1,796.47	4,600.00	2,803.53	39.1
30-45-6667	STORM DAMAGE REPAIR		25.16	1,500.00	1,474.84	1.7
30-45-6690	VEHICLE MAINT, SUPP & REP	148.96	3,000.06	7,500.00	4,499.94	40.0
30-45-6800	ROADS, MATERIALS & SUPPLIES	2,388.91	17,259.46	23,000.00	5,740.54	75.0
			=======================================			
	TOTAL MATERIALS & SERVICES	7,667.41	70,206.29	130,100.00	59,893.71	54.0
	CAPITAL OUTLAY					
30-47-7501	RDS-STS PROJECTS FROM GRANTS	.00	100,000.00	100,000.00	.00	100.0
30-47-7502	RDS-STS IMPROVEMENT PROJECTS	.00	207,281.72	300,000.00	92,718.28	69.1
30-47-7661	VEHICLES & EQUIPMENT	.00	.00	8,000.00	8,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	307,281.72	408,000.00	100,718.28	75.3
	CONTINGENCY					
30-48-7999	CONTINGENCY - ROADS	.00	.00	30,000.00	30,000.00	.0
	TOTAL CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	20,642.67	449,843.54	752,865.00	303,021.46	59.8

# ROADS & STREETS

	PERIOD ACTUAL	YT	D ACTUAL		BUDGET	UNEXF	PENDED	PCNT
NET REVENUE OVER EXPENDITURES	222,841.63	(	99,761.96)	(	126,514.00)	(	26,752.04)	( 78.9)



#### TRANSPORTATION SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
39-36-4120	INTEREST INCOME	.00	348.78	1,000.00	651.22	34.9
	TOTAL OTHER INCOME	.00	348.78	1,000.00	651.22	34.9
	FEES					
39-38-4940	IMP FEES - TRANSPORT SDC	2,700.00	13,500.00	15,000.00	1,500.00	90,0
	TOTAL FEES	2,700.00	13,500.00	15,000.00	1,500.00	90.0
	TOTAL FUND REVENUE	2,700.00	13,848 78	16,000.00	2,151.22	86.6

#### TRANSPORTATION SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
39-47-7880	CONT MAT - IMP TRANS	.00	.00	185,000.00	185,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	185,000.00	185,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00.	185,000.00	185,000.00	.0
	NET REVENUE OVER EXPENDITURES	2,700.00	13,848.78	( 169,000.00)	( 182,848.78)	8.2



#### WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL -	BUDGET	UNEXPENDED	PCNT
	REVENUE					
40-34-4540	WATER SERVICE BASE	.00	621,494.69	1,126,000.00	504,505,31	55,2
40-34-4550	NEW WATER CONNECTIONS	600.00	14,645.00	28,000.00	13,355.00	52.3
40-34-4560	WATER MASTER PLAN	.00	38,208.90	73,000.00	34,791.10	52.3
	TOTAL REVENUE	600.00	674,348.59	1,227,000.00	552,651.41	55.0
	INTEREST & MISC					
40-36-4120	INT - WATER OP	.00	2,493.12	3,000.00	506.88	83.1
40-36-4150	MISC RCPTS - WTR OP FUND	545.60	167,994.99	170,000.00	2,005.01	98.8
	TOTAL INTEREST & MISC	545.60	170,488 11	173,000.00	2,511.89	98.6
	TOTAL FUND REVENUE	1,145.60	844,836.70	1,400,000.00	555,163.30	60.4

# WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
40-41-5054	CODE ENFORCEMENT	.00	.00	2,338.00	2,338.00	.0
40-41-5055	MAINT WKR WAGE - WATER OP	8,778.08	56,839.20	114,064.00	57,224.80	49.8
40-41-5056	EXTRA LABOR - WTR OP	.00	.00	2,000.00	2,000.00	.0
40-41-5057	OFFICE ASSISTANT WAGES - WTR O	7,735.95	52,053.69	84,079.00	32,025.31	61.9
	SUPER PUB WKS - WTR OP	3,600.64	26,412.11	48,387.00	21,974.89	54.6
40-41-5058 40-41-5059	PLANT OPERATOR - WATER OP	1,947.97	18,320.95	95,000.00	-	19.3
		.00	.00	•	76,679.05 2,000.00	.0
40-41-5064	STAND BY - WTR	167.67	2,163.50	2,000.00 14,000.00	,	15.5
40-41-5065	OVERTIME - WTR OP		· ·	•	11,836.50	
40-41-5067	EMERGENCY SERVICES	.00	.00 .00	1,000.00	1,000.00	.0
40-41-5075	ACCRUED VAC - WATER OP	.00.		10,000.00	10,000.00	.0
40-41-5082	CTY MANAGER - WTR OP	949.98	8,286.44	11,525.00	3,238.56	71.9
40-41-5085	MAYOR & COUNCIL STIPEND	60.00	465.00	1,400.00	935.00	33.2
40-41-5152	PAYROLL EXP - WTR OP	12,397.78	85,007 88	262,996.00	177,988.17	32.3
	TOTAL PERSONNEL SERVICES	35,638.07	249,548.72	648,789.00	399,240.28	38.5
	MATERIALS & SERVICES					
40-45-6110	ELECTRICITY	2,460.56	15,224.88	36,500.00	21,275.12	41.7
40-45-6455	EMERGENCY MANAGEMENT	00	.00	1,000.00	1,000.00	.0
40-45-6520	BUILDING MAINT	86.00	\$365.08	2,000.00	634.92	68.3
40-45-6530	TELEPHONE	.00	8,577.66	12,000.00	3,422.34	71.5
40-45-6534	PLANT CHEMICALS & SUPPLIES	4,651.70	16,388.19	30,000.00	13,611.81	54.6
40-45-6551	ADMIN & BILLING	77 19	13,059.11	19,000.00	5,940.89	68.7
40-45-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	OA.	27,300.00	27,000.00	( 300.00)	101.1
40-45-6574	AUDIT	660.00	8,710.00	11,000.00	2,290.00	79.2
40-45-6580	FUEL & OIL	941.85	5,259.87	10,000.00	4,740.13	52.6
40-45-6667	STORM DAMAGE REPAIR	.00	.00	500.00	500.00	.0
40-45-6690	VEHICLE MAINT, SUPP & REM	79.99	666.59	13,500.00	12,833.41	4.9
40-45-6745	REQUIRED TESTING	1,825.00	4,320.00	9,000.00	4,680.00	48.0
40-45-6750	SYSTEM MAINT & SUPP	1,202.99	20,661.93	65,000.00	44,338.07	31.8
40-45-6831	DUES	.00	1,199.09	2,500.00	1,300.91	48.0
40-45-6850	ATTORNEY	.00	.00	12,000.00	12,000.00	.0
40-45-6851	ENGINEERING	.00	.00	12,000.00	12,000.00	.0
40-45-6915	TRAVEL & TRAINING-STAFF	25.00	1,631.50	4,500.00	2,868.50	36.3
40-45-6945	METER READERS	.00	1,492.99	8,500.00	7,007.01	17.6
	ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
	TOTAL MATERIALS & SERVICES	12,711.38	125,856.89	276,500.00	150,643.11	45.5
	CAPITAL OUTLAY					
40 47 7604	IMPROVEMENT & NEW LINE	.00	.00	300,000.00	300,000.00	.0
	WATER CAPITAL OUTLAY	.00	14,558.57	75,000.00	60,441.43	19.4
	TOTAL CAPITAL OUTLAY	.00	14,558.57	375,000.00	360,441.43	3.9
	, on a on in a colum		. 1,000107	2.0,000.00	700,177,000	

#### WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONTINGENCY					
40-48-7999	CONTINGENCY - WTR	.00	.00	30,000.00	30,000.00	0
	TOTAL CONTINGENCY	.00	.00	30,000.00	30,000.00	
	TRANSFERS					
40-49-8027	TO - CC - CH OPERATING	22,500.00	22,500.00	45,000.00	22,500.00	50.0
40-49-8045	TO -WMP FUND	343,000.00	343,000.00	686,000.00	343,000.00	50.0
	TOTAL TRANSFERS	365,500.00	365,500.00	731,000.00	365,500.00	50.0
	TOTAL FUND EXPENDITURES	413,849.45	756 464.18	2,061,289.00	1,305,824.82	36.7
	NET REVENUE OVER EXPENDITURES	( 412,703.85)	89,372.52	( 861,289.00)	( 750,661.52)	13.5

#### WATER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
42-36-4120	INTEREST INCOME	.00	4,882.87	8,000.00	3,117.13	61.0
	TOTAL OTHER INCOME	.00	4,882.87	8,000.00	3,117.13	61.0
	TRANSFERS					
42-39-4030	TIF - WATER OP	343,000.00	343,000.00	686,000.00	343,000.00	50.0
	TOTAL TRANSFERS	343,000.00	343,000.00	686,000.00	343,000.00	50.0
	TOTAL FUND REVENUE	343,000.00	347,862 87	694,000.00	346,117.13	50.1

# WATER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
42-47-7555	WMP - IMPLIMENTATION PROJECTS	20,947.49	352,851.15	700,000.00	347,148.85	50.4
	TOTAL CAPITAL OUTLAY	20,947.49	352,851.15	700,000.00	347,148.85	50.4
	CONTINGENCY					
42-48-7999	WATER MASTER PLAN CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
	TOTAL CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	20,947.49	352.861.16	730,000.00	377,148.85	48.3
	NET REVENUE OVER EXPENDITURES	322,052.51	( 4,968.28)	( 36,000.00)	( 31,031.72)	( 13.8)

#### WATER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
47-34-4550	WATER DEBT REVENUE	.00	76,357.00	148,000.00	71,643.00	51.6
	TOTAL UTILITY BILLING	.00	76,357.00	148,000.00	71,643.00	51.6
	OTHER INCOME					
47-36-4120	INTEREST INCOME	.00	463,80	1,000.00	536.20	46.4
	TOTAL OTHER INCOME	.00	463.80	1,000.00	536.20	46.4
	TOTAL FUND REVENUE	.00	76,840,80	149,000.00	72,179.20	51.6

# WATER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
47-49-8510	WATER RESERVOIR DS - PRINC	.00	30,000.00	60,000.00	30,000.00	50.0
47-49-8511	WATER RESERVOIR DS - INT	.00	1,440.00	2,160.00	720.00	66.7
47-49-8520	WATER PLANT DS - PRINC	.00	30,000.00	34,950.00	4,950.00	85.8
47-49-8521	WATER PLANT DS - INT	.00	9,450.00	4,500.00	( 4,950.00)	210.0
	TOTAL DEBT SERVICE	.00	70,890.00	101,610.00	30,720.00	69.8
	TOTAL FUND EXPENDITURES	.00	70,890.00	101,610.00	30,720.00	69.8
	NET REVENUE OVER EXPENDITURES	.00	5,930 80	47,390.00	41,459.20	12.5

# WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
49-36-4120	INTEREST INCOME	.00	560.77	1,000.00	439.23	56.1
	TOTAL OTHER INCOME	.00	560.77	1,000.00	439.23	56.1
	WATER SDC FEES					
49-38-4935	REIMB FEES - WTR SDC FUND	1,104.00	6,624.00	10,000.00	3,376.00	66.2
49-38-4940	IMP FEES - WTR SDC FND	11,850.00	71,100.00	90,000.00	18,900.00	79.0
	TOTAL WATER SDC FEES	12,954.00	77,724.00	100,000.00	22,276.00	77.7
	TOTAL FUND REVENUE	12,954.00	76 264.79	101,000.00	22,715.23	77.5

# WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
49-47-7880	CONT MAT - IMP WTR	936.35	2,479.35	280,000.00	277,520.65	.9
49-47-7885	CONT MAT - REIMB WTR	936.34	2,479.34	170,000.00	167,520.66	1.5
	TOTAL CAPITAL OUTLAY	1,872.69	4,958.69	450,000.00	445,041.31	1.1
	TOTAL FUND EXPENDITURES	1,872.69	4,958.69	450,000.00	445,041.31	1.1
	NET REVENUE OVER EXPENDITURES	11,081.31	73,326.08	( 349,000.00)	( 422,326.08)	21.0

#### SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
50-34-4640	SEWER SERVICE BASE	.00	397,519.82	768,000.00	370,480.18	51.8
50-34-4650	NEW SEWER CONNECTIONS	440.00	12,200.00	17,000.00	4,800.00	71.8
50-34-4660	SEWER MASTER PLAN	.00	40,844.72	81,200.00	40,355.28	50.3
	TOTAL UTILITY BILLING	440.00	450,564.54	866,200.00	415,635.46	52.0
	OTHER INCOME					
50-36-4120	INTEREST INCOME	.00	6,629.41	13,000.00	6,370.59	51.0
50-36-4150	MISC RECEIPTS - SEWER	545.60	956.60	1,000.00	43.40	95.7
	TOTAL OTHER INCOME	545.60	7,546.01	14,000.00	6,413.99	54.2
	TOTAL FUND REVENUE	985.60	458,150.55	880,200.00	422,049.45	52.1

#### SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL —	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
50 44 50FF	NAME WORKER MACES	9 607 70	EE 040 72	111 700 00	55.050.07	50.0
50-41-5055	MAINT WORKER WAGES	8,607.72 .00	55,848.73 .00	111,799.00	55,950.27	50.0
50-41-5056	EXTRA LABOR WAGES			2,000.00	2,000.00	.0
50-41-5057	OFFICE ASST WAGE	7,735.95	52,093.39	84,078.00	31,984.61	62.0
50-41-5058	SUPER PUB WORKS	2,880.51	21,129.68	38,316.00	17,186.32	55.2
50-41-5059	PLANT OP WAGES	1,947.96	18,320.86	87,324.00	69,003.14	21.0
50-41-5064	STANDBY - SEWER	.00	.00	2,000.00	2,000.00	0.
50-41-5065	OVERTIME SEWER	167.67	2,163.47	7,000.00	4,836.53	30.9
50-41-5075	ACCRUED VAC - COMP TIME	.00.	.00.	15,000.00	15,000.00	.0
50-41-5082	CITY MANAGER WAGES	949.98	8,286.44	11,524.00	3,237.56	71.9
50-41-5085	MAYOR & COUNCIL STIPEND	60.00	465.00	1,500.00	1,035.00	31.0
50-41-5152	PAYROLL EXP - SEWER	11,869.11	81,441.46	249,829.00	168,387.54	32.6
	TOTAL PERSONNEL SERVICES	34,218.90	239,749,03	610,370.00	370,620.97	39.3
	MATERIALS & SERVICES		1			
50-45-6110	ELECTRICITY - SEWER	2,575.39	14,564,78	32,000.00	17,435.22	45.5
50-45-6455	EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
50-45-6520	BLDG MAINT - SEWER	650.60	2,317.92	3,500.00	1,182.08	66.2
50-45-6530	TELEPHONE & TELEMETRY	265.94	4,961.77	6,000.00	1,038.23	82.7
50-45-6534	PLANT CHEMICALS & SUP	111.21	28 105.80	50,000.00	20,594.20	58.8
	ADMIN & BILLING	1 103.28	16,744.90	25,000.00	8,255.10	67.0
50-45-6570	INS - VEHICLE, LIAB, EQUIP, BL	5.20	38,930.47	38,000.00	( 930.47)	102.5
50-45-6574	AUDIT - SEWER	660.00	8,710.00	11,000.00	2,290.00	79.2
50-45-6580	FUEL & OIL	941 88	5,259.87	15,000.00	9,740.13	35.1
50-45-6690	VEHICLE MAINT, SUP & REP	04,	2,204.08	13,000.00	10,795.92	17.0
50-45-6740	1&I WORK	.00	9,820.28	26,500.00	16,679.72	37.1
50-45-6745	REQUIRED TESTING	.00	.00	2,250.00	2,250.00	.0
50-45-6750	SYSTEM MAINT & SUPPLY	915.09	6,520.80	68,000.00	61,479.20	9.6
50-45-6831		.00	604.37	700.00	95.63	86.3
50-45-6850	ATTORNEY	.00	.00	2,500.00	2,500.00	.0
50-45-6851	ENGINEERING	.00	4,599,79	2,250.00	( 2,349.79)	204.4
50-45-6915	TRAVEL & TRAINING - STAFF	.00	1,876.60	5,000.00	3,123.40	37.5
50-45-6945	METER READERS	.00	5,974.85	6,000.00	25.15	99.6
50-45-6951	ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
	TOTAL MATERIALS & SERVICES	14,223.36	152,496.28	308,200.00	155,703.72	49.5
	TOTAL MATERIALS & SERVICES	14,223.36	152,496.28	308,200.00	155,703.72	49.5
	CAPITAL OUTLAY					
50-47-7601	IMPROVEMENT & NEW LINES	.00	.00.	15,000.00	15,000.00	.0
50-47-7740	SEWER FACILITIES CAPITAL OUTLA	.00	15,235.20	15,000.00	( 235.20)	101.6
	TOTAL CAPITAL OUTLAY	.00	15,235.20	30,000.00	14,764.80	50.8

#### SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONTINGENCY					
50-48-7999	CONTINGENCY - SEWER	.00	.00	30,000.00	30,000.00	.0
	TOTAL CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
	TRANSFERS					
50-49-8027	TRNSFR TO - GF CH OPERATING	22,500.00	22,500.00	45,000.00	22,500.00	50.0
50-49-8033	TRNSFR TO - SEWER MASTER PLAN	37,500.00	37,500.00	75,000.00	37,500.00	50.0
	TOTAL TRANSFERS	60,000.00	60,000.00	120,000.00	60,000.00	50.0
	TOTAL FUND EXPENDITURES	108,442.26	467 480.81	1,098,570.00	631,089.49	42.6
	NET REVENUE OVER EXPENDITURES	( 107,456.66)	9,329.96) (	18,370.00)	( 209,040.04)	( 4.3)

#### SEWER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
52-36-4120	INTEREST INCOME	.00	3,643.27	4,000.00	356.73	91.1
	TOTAL OTHER INCOME	.00	3,643.27	4,000.00	356.73	91.1
	TRANSFERS					
52-39-4032	TRNSFR IN - FROM SEWER OPER	37,500.00	37,500.00	75,000.00	37,500.00	50.0
	TOTAL TRANSFERS	37,500.00	37,500.00	75,000.00	37,500.00	50.0
	TOTAL FUND REVENUE	37,500.00	41,149.27	79,000.00	37,856.73	52.1

#### SEWER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
52-47-7555	WWMP-IMPLIMENTATION PROJECTS	.00	2,500.00	50,000.00	47,500.00	5.0
52-47-7556	LIFT STATION/INFRASTRUCTURE	.00	.00	50,000.00	50,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	2,500.00	100,000.00	97,500.00	2.5
	CONTINGENCY					
52-48-7999	CONTINGENCY - SWR	.00	.00	15,000.00	15,000.00	.0
	TOTAL CONTINGENCY	.00	.00	15,000.00	15,000.00	.0
	TOTAL FUND EXPENDITURES	.00	2 500.08	115,000.00	112,500.00	2.2
	NET REVENUE OVER EXPENDITURES	37,500.00	38,643.27	( 36,000.00)	( 74,643.27)	107.3

# SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
56-34-4650	SEWER DEBT REVENUE	.00	127,308.47	243,800.00	116,491.53	52.2
	TOTAL UTILITY BILLING	.00	127,308.47	243,800.00	116,491.53	52.2
	OTHER INCOME					
56-36-4120	INTEREST INCOME	.00	2,629.28	250.00	( 2,379.28)	1051.7
	TOTAL OTHER INCOME	.00	2,629.28	250.00	( 2,379.28)	1051.7
	TOTAL FUND REVENUE	.00	129,957 76	244,050.00	114,112.25	53.2

# SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
56-49-8510	WW OUTFALL LOAN PRINCIPLE	.00	195,000.00	195,000.00	.00.	100.0
56-49-8511	WW-OUTFALL LOAN INTEREST	.00	15,075.00	15,075.00	.00	100.0
	TOTAL DEBT SERVICE	.00	210,075.00	210,075.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	210,075.00	210,075.00	.00.	100.0
	NET REVENUE OVER EXPENDITURES	.00.	( 80,137.25)	33,975.00	114,112.25	(235.9)

# SEWER SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
59-36-4120	INTEREST INCOME	.00	644.54	3,000.00	2,355.46	21.5
	TOTAL OTHER INCOME	.00	644.54	3,000.00	2,355.46	21.5
	FEES					
59-38-4935	REIMB FEES - SEWER SDC	2,956.00	13,302.00	30,000.00	16,698.00	44.3
59-38-4940	IMP FEES - SEWER SDC	5,290.00	23,805.00	70,000.00	46,195.00	34.0
	TOTAL FEES	8,246.00	37,107.00	100,000.00	62,893.00	37.1
	TOTAL FUND REVENUE	8,246.00	21 751.54	103,000.00	65,248.46	36.7

# SEWER SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
59-47-7880	CONTR MAT - IMPROVE	.00	.00	100,000.00	100,000.00	.0
59-47-7885	CONTR MAT - REIMBURSE	.00	.00.	100,000.00	100,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	200,000.00	200,000.00	
	TOTAL FUND EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
	NET REVENUE OVER EXPENDITURES	8,246.00	37,751.54	( 97,000.00)	( 134,751.54)	38.9

#### TRANSIENT ROOM TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROOM TAX REVENUES					
80-31-4710	TRT REVENUE 5%	490,321.60	888,491.37	958,215.00	69,723.63	92.7
80-31-4711	TRT REVENUE 2% - ADV	196,128.70	355,122.89	387,162.00	32,039.11	91.7
80-31-4712	TRT REVENUE 2% - CTY	196,128.70	355,122.89	383,286.00	28,163.11	92.7
80-31-4713	TRT REVENUE 1% - CTY	98,064.25	177,509.67	191,643.00	14,133.33	92.6
80-31-4714	DELINQUENT TRT REV COLLECTIONS	.00	.00	1,500.00	1,500.00	.0
	TOTAL ROOM TAX REVENUES	980,643.25	1,776,246.82	1,921,806.00	145,559.18	92.4
	OTHER INCOME					
80-36-4120	INTEREST INCOME - TRT	.00	2,659	3,500.00	840.84	76.0
	TOTAL OTHER INCOME	.00	2 059.16	3,500.00	840.84	76.0
	TOTAL FUND REVENUE	980,643.25	1,778,905.98	25,306.00	146,400.02	92.4

#### TRANSIENT ROOM TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MATERIALS & SERVICES					
80-45-6533	ADVERTISING - MEDIA AGT	275.00	7,262.35	197,211,00	189,948.65	3.7
80-45-6534	ADVERTISING - WEBSITE CTY	.00	8,900.00	75,000.00	66,100.00	11.9
80-45-6535	ADVERTISING/TOURISM AGT	.00	45,535.71	55,000.00	9,464.29	82.8
80-45-6536	ROCKAWAY LIONS EVENTS	.00	1,218.00	2,000.00	782.00	60.9
80-45-6537	FIREWORKS	15,000.00	27,776.15	75,000.00	47,223.85	37.0
80-45-6538	TOURISM PROMO AND FACILITIES	.00	1,244.79	85,000.00	83,755.21	1.5
80-45-6634	ADVERTISING - OTHER CTY	.00	.00	95,000.00	95,000.00	.0
	TOTAL MATERIALS & SERVICES	15,275.00	91,937.00	584,211.00	492,274.00	15.7
	CONTINGENCY					
80-46-6999	OPERATING CONTINGENCY - TRT	.00.	.60	10,000.00	10,000.00	.0
	TOTAL CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
	TRANSFERS	•		•		
80-49-8024	TO - GF POLICE	118.881.50	8 881.50	237,763.00	118,881.50	50.0
80-49-8025	TO - GENERAL FUND	58,981.50	53.381.50	106,763.00	53,381.50	50.0
80-49-8026	TO - FIRE TRK RES	97 500.00	97,500.00	195,000.00	97,500.00	50.0
80-49-8036	TO - P & E RESERVE	365,840,53	365,840.50	731,681.00	365,840.50	50.0
80-49-8041	TO - ROADS & STREETS	193,17550	193,175.50	386,351.00	193,175.50	50.0
80-49-8044	TO - GF CITY BEAUTIF	2,500 00	2,500.00	5,000.00	2,500.00	50.0
80-49-8046	TO - GF FIRE	116.881.50	118,881.50	237,763.00	118,881.50	50.0
	TOTAL TRANSFERS	950,160.50	950,160.50	1,900,321.00	950,160.50	50.0
	TOTAL FUND EXPENDITURES	965,435.50	1,042,097.50	2,494,532.00	1,452,434.50	41.8
	NET REVENUE OVER EXPENDITURES	15,207.75	736,808.48	( 569,226.00)	( 1,306,034.48)	129.4