



City of Bay City

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BEFORE THE PLANNING COMMISSION OF THE CITY OF BAY CITY

IN THE MATTER OF: CITY ORDINANCE #710,
AN ORDINANCE MAKING CERTAIN CHANGES
IN THE CODE OF ORDINANCES OF BAY CITY
FOR THE FOLLOWING SECTIONS:
1, 2,3, 4, 5, & 6

Findings of Fact, Conclusions
and Order No. OA-2024-01

FOR THE CITY OF BAY CITY:

The City of Bay City is proposing to amend the Bay City Codes of Ordinances (File #OA-2024-01).

The purpose for making changes to Bay City's Code of Ordinances is to help the City remove barriers and update certain sections of the Code of Ordinances. The amendments to the Code of Ordinances are listed in City Ordinance 710, and are identified as follows:

- 1.02.010 Creation of a City Planning Commission;
- 1.02.020 Vacancies Occurrence on the City Planning Commission;
- 1.02.050 City Planning Commissioner Background;
- 8.10.030 Definitions: Short-Term Rentals;
- 8.10.100 Limitations, Density and Spacing of Single-Family Short-Term Rentals;
- 10.11.010 Bed and Breakfast Establishments.

A public meeting on the ordinance amendments was held before the Planning Commission on October 16th, 2024; the Planning Commission made a recommendation to City Council at the October 16th, 2024 meeting.

The Planning Commission recognizes that the proposed amendments met the City requirements listed in Section 1.02.110 Powers and Duties of the City Planning Commission, of the City Code of Ordinances, and recommends to the City Council the following changes/additions:

1.02.010 Creation

A City Planning Commission of the City of Bay City is hereby created. The City Planning Commission shall consist of seven citizens residing within the City limits or **on a property located at least partially** within the City's Urban Growth Boundary and appointed by the City Council. At the first meeting of the Commission, the seven appointed members shall choose their term of office by lot as follows: one for one year, two for two years, two for three years and two for four years. Immediately thereafter, the members shall notify the City Council in writing of such allotment. After this initial appointment, all succeeding terms shall be for four years.

1.02.020 Vacancies; Occurrence

A. The office of a member of the City Planning Commission becomes vacant immediately upon any of the following events:

1. Death, or
2. Adjudicated incompetence, or
3. Recall from the office, or
4. Resignation.

B. At any time, upon the majority vote of the City Planning Commission, a vacancy may be declared in case of a City Planning Commissioner's:

1. Absence from the City Planning Commission meetings for two consecutive meetings without the consent of the City Planning Commission, or
2. Ceasing to reside in the City or **on a property located at least partially** within the City's Urban Growth Boundary, as may be applicable; or
3. Ceasing to be a qualified elector under State law, or
4. Conviction of a public offense punishable by loss of liberty.

1.02.050 City Planning Commissioner Background

City employees or elected officials of the City of Bay City shall not serve on the Planning Commission. No more than two voting members shall be engaged principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation that is engaged principally in the buying, selling or developing of real estate for profit. No more than two voting members shall be engaged in the same kind of business, trade or profession. No more than one voting member shall reside outside the City limits, but **on a property located at least partially within inside** the City's Urban Growth Boundary. In the event that a current Planning Commission member's status changes during their term, the member may complete the term, but may not renew their term if their membership violates the provisions contained herein.

8.10.030 Definitions: Short-Term Rentals

"Accessory Dwelling Unit." An additional dwelling unit created on a lot containing an existing legal residential use. An accessory dwelling unit may be in the form of a portion of or attachment to an existing residential structure or as a detached structure. An accessory dwelling use is secondary to the primary residential use.

"Bed and Breakfast". An establishment located in a structure designed for a single-family residence, ~~regardless of whether the owner or operator of the establishment resides in such structure,~~ which **conforms to the requirements outlined in Section 10.11.010. :**

~~A. Has one (1) or more rooms for rent on a daily basis to the public; and Offers a breakfast meal as part of the cost of the room; Serves only one breakfast meal a day to guest, staff and owners, only. Complies with the applicable license requirements per OAR Chapter 333, Division 170.~~

"Business Short Term Rental." A short-term rental that operates as a Recreational Vehicle, Tent, Yurt Campsite, Tiny Home Park, Hotel, Motel, Motor Hotel, Tourist Court or Bed and Breakfast and is rented to any person on a day-to-day basis for a consecutive period less than 30 days during the year.

"Contact Person." The property owner or property management or if designated on the application for a license, the agent of the owner, authorized to act for the owner.

"Dwelling Unit." One (1) or more rooms occupied, designed or intended for occupancy as separate living quarters in a permanent detached single-family dwelling unit.

"Hotel, Motel, Motor Hotel, Tourist Court." An establishment that provides temporary lodging,

contains guest rooms or units, furnishes customary hotel/motel services such as linen, maid service, and the use and upkeep of furniture and usually meals and other services for travelers and other paying guests.

"License." A Short-Term Rental License that is signed by the City of Bay City.

"Owner." The owner or owners of a short-term rental.

"Person." Every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit, or legal entity that owns and holds legal and/or equitable title to the property.

"Pet." Dogs (canine) and cats (feline). No other pets/animals are allowed or recognized for the purpose of this Article.

"Recreational Vehicle." A vacation trailer or other vehicular or portable unit which is either self-propelled or towed, or is carried by a motor vehicle and which is intended for human occupancy, and is designed for vacation or recreational purposes, but not residential use (See "Camping or Recreational Vehicle"), and is: a. Built on a single chassis; b. 400 square feet or less when measured at the largest horizontal projection; c. Designed to be self-propelled or permanently towable by a light duty truck; or d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Rental." An agreement granting the use of a dwelling unit to a person with monetary compensation. Use of a dwelling unit by a recorded owner or other person or persons without monetary compensation shall not be considered to be a rental under this Article.

"Rented." The use of a dwelling unit granted to a person in exchange for monetary consideration.

"Renter." A person who rents a short-term rental or is an occupant in a short-term rental.

"Sale or transfer." Any change of ownership during the lifetime of the Short-Term Rental License holder, whether or not there is consideration, or after the death of the Short-Term Rental License holder, except a change in ownership where title is held not as tenants in common but with the right of survivorship (e.g., survivorship estates recognized in ORS 93.180, such as with a spouse or domestic partner, or transfers on the owner's death to a trust which benefits only a spouse or domestic partner for the lifetime of the spouse or domestic partner).

"Serious Fire or Life Safety Risk." A building code or ordinance violation involving those construction, protection and occupancy features necessary to minimize danger to life from fire, including smoke, fumes or panic, as well as other considerations that are essential to life safety.

"Short-Term Rental (STR)." A detached single dwelling unit that is rented to any person on a day to day basis for a consecutive period less than 30 days during the year.

"Sleeping Area." A room or other space within a dwelling unit designed, intended or used for sleeping. Tents and recreational vehicles shall not be considered a sleeping area.

"Tent Campsite." A grouping of fabric shelters supported by poles or rope, designed for human occupancy and to be used temporarily for recreational or emergency purposes, but not for permanent or residential purposes.

"Tiny Home Park." A grouping of three (3) or more dwellings, permanent or temporary and attached to a frame or chassis, with or without wheels, with a size 400 sq ft or less at a width of eight and one-half feet.

"Vacation rental." A dwelling unit that is used, rented or occupied on a daily or weekly basis, or is available for use, rent, or occupancy on a daily or weekly basis, or is advertised, or listed by an agent, as available for use, rent, or occupancy on a daily or weekly basis. A Vacation Rental is considered a Short-Term Rental.

"Vacationer." Any person enjoying a recess or leave of absence from their place of residence,

the majority of whom are temporary occupants.

"Yurt Campsite." Outdoor structures that resemble large round tents, and are used temporarily for recreational purposes.

8.10.100 Limitations, Density And Spacing Of Single-Family STR's

Limitations, Density and Spacing of Single-Family STR's: There are certain limitations on the siting, location, density and spacing of a Single-Family STR within the City of Bay City.

A. Single-Family STR properties are restricted as described below: Existing STRs with valid registrations at the time of the enactment of this Article are exempt from this standard. STRs that begin operating after adoption of this Article and STRs that discontinue or lose approved status through violations of this Article are subject to this standard.

B. Single-Family STR's shall be limited to the following physical distances between each STR in each City zone district:

In the NHI Zone District	0 feet
In the MI Zone District	1-block face or No STR shall be permitted within 200 feet of another STR, measured between the closest corner of each respective taxlot.
In the LI Zone District	2-block face or No STR shall be permitted within 400 feet of another STR, measured between the closest corner of each respective taxlot.
In the S3 Zone District	1-block face or No STR shall be permitted within 200 feet of another STR, measured between the closest corner of each respective taxlot.

C. Single-Family STR's shall be limited to 5% of the housing stock in the City of Bay City. A City housing stock count will be available at the City Hall. The count is based on the most recent US Census information available for the City.

D. Single-Family STR's shall not be operated on a property where a legal Accessory Dwelling Unit exists.

E. Single-Family STR's cannot occupy an accessory dwelling unit (ADU).

F. Single-Family STR's shall not be operated on a property where an existing long-term rental (longer than 30 days) use exists

10.11.010 Bed and Breakfast Establishments

A. Bed and Breakfast Establishments shall comply with all requirements of the intensity zone in which they are located and shall also comply with the following:

1. The number of guest bedrooms **for rent on a daily basis to the public must be a minimum of two but maximum of shall be limited to** three.
2. The dwelling shall be owner occupied.
3. **Prior to occupancy a Bed and Breakfast Establishment shall obtain a restaurant license from the Tillamook County Health Department -Environmental Services. The license must be renewed annually.**
4. In addition to required off-street parking for the dwelling, one off-street parking space for each guest bedroom shall be provided.
5. Signs shall be limited to one non-illuminated sign not to exceed six square feet in area in the Shorelands 3 and Moderate Intensity Zone. No Vacancy signs shall be permitted. In the High Intensity

Zones, signs shall conform to the requirements of Section 10.10.100, Sign Requirements.

6.No Bed and Breakfast Establishments shall be placed within 200 feet of another Bed and Breakfast Establishment, measured from property line to property line. No variances from this standard shall be granted.

7.The placement of Bed and Breakfast Establishments are subject to further restrictions as Single-Family STRs according to Section 8.10.100.

8.Prior to occupancy a Bed and Breakfast Establishment shall be inspected by the Bay City Volunteer Fire Department to ensure that fire and safety considerations are addressed. The premises shall be inspected on an annual basis thereafter.


9.The Bed and Breakfast Establishment must offer a breakfast meal as part of the cost of the room.

10.The breakfast meal is the meal served to guests during the a.m. or morning hours each day. The breakfast meal shall only be served to guests, staff and owners only.

11.The Bed and Breakfast Establishment must have a separate toilet room with handwashing lavatory accessible to employees only, also known as a "Designated Employees" Restroom," and a separate toilet room located in the area of the guest rooms, also known as a "Guests' Restroom." Compliance with the applicable license requirements per OAR Chapter 333 Division 170.

BAY CITY PLANNING COMMISSION

Dated: October 17, 2024


Chair, Dan Overholser



THE PEARL OF TILLAMOOK BAY

City of Bay City

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City Manager Report – David McCall For October 2024

- Contract regarding firefighters driving ambulance when needed is still with Adventist awaiting their response. They have received responses from their lawyers and are reviewing.
- \$3.8 million transmission line project: We received our Capacity Assessment from OHA, as well as the Exemption for Environmental Review. Final approval of funding for this project was unanimously approved by the Infrastructure Finance Authority Board. Roy got the surveyors out to the property last week, and we've received an initial Geotech offer. We'll be submitting permit applications before December 1st.
- The new 4-sided sign for the RV Dump Station is being prepared for production.
- Worked with Tommy Reed on the partial ROW vacation of Hare Street. Public notices have been scheduled, and this will be on the December agenda.
- Working on a Committee Handbook which will serve as guidance for people we appoint to our various committees/commissions, especially those who chair them. I should have a draft ready for you to review in December.
- Working with the TLT Committee to help them transition through this leadership shift and prepare for changes while moving forward with current applications and submitted reports
- Renewed our FCC license for the next 10 years
- Working on the UGB expansion project
- We are very close to going live with utility billing through Springbrook! (The current billing may be our last under the current system.)
- Lindsey will be working with the financial auditors next week, following a day with our SAIF auditor last week.
- Hoping for a great turnout at our first Trunk or Treat event!

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BAY CITY FIRE AND RESCUE

Fire Chief Alan Christensen
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Fire Department Report – October 2024

Administratively: Chief Christensen signed multiple building permits. The process for seismic upgrade will continue to be an ongoing process with the Bay City Fire Station. Volunteer policies have been reviewed and some updating is needed. Lt. Saindon is waiting to hear results from the OSFM Grant for fuel mitigation equipment. We are planning to finish sorting the last of the old administration files through the winter months. Prep work for the upcoming FF1 academy is pretty much complete and on track to begin first of the year. The FF1 academy will be a joint academy with Tillamook Fire. We have also completed the proper process with DPSST to ensure that the academy meets all the requirements for State Fire Fighter Certification.

Volunteers:

Volunteers: As of October 30th, 2024 the Fire Department responded to approximately 49 calls for service: 24 medical, 3 structure fires, 4 outside fires, 6 MVA's, 1 rescue, 2 public assists, 2 controlled burns, 5 canceled en-route, 2 false alarm. We spent over 100 hours training in the month of September. Those drills consist of weekly drill nights, online and in person classes. The volunteer officers provided 36 hours of duty officer coverage. We have continued to stay busy throughout the last few months. Our volunteers spend numerous hours responding to emergency incidents aside from their jobs and family. We can't thank them enough.

October marked the final month of the OSFM summer staffing grant, and FF-EMT Jessica Motsinger has once again played an invaluable role at Bay City Fire. Jessica dedicated countless hours responding to emergency calls, attending training, and supporting community events, often at the expense of time with her family. Her unwavering commitment to Bay City is deeply appreciated and does not go unnoticed. Thank you, Jessica!

Operations – Training:

The ability to do live fire training in our burn container has allowed us to progress rapidly in the last few months. The team has shown a lot of growth in their ability to deploy lines rapidly, make entry and aggressively attack fire. I can't thank the city of Bay City and our donors enough for helping us get the training area up and running.

The additional restroom is in full swing with proper permits being obtained. New plumbing has been installed and concrete has been poured. Next steps will be electrical and rough plumbing. We are planning to have the restroom completed by December.



BAY CITY FIRE AND RESCUE

Fire Chief Alan Christensen
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Tillamook IGA is ongoing and working well.

Chief Christensen and LT. Saindon have Tillamook Fire transition ESO is completed and live. Chief Christensen continues to assist with plan reviews, water road access letters, inspections and other administrative duties as assigned. In October Bay City Fire and Rescue assisted Tillamook Fire on a multitude of responses and district coverage. Chief Edwards also provided 5 days of Chief Officer coverage for Bay City while Chief Christensen took some time off.

Open communication continues to be key to our success working together!

Fire Chief

Alan Christensen

Water

- All of the standard water meters except 1 or 2 are replaced with the new Kamstrup radio read meters
- All of the 2 inch water meters have been reviewed for issues, these will not be replaced due to cost and will be manually read as we go forward. There are 12 of them.
- Continue to struggle with the County Development Department and getting approvals at the wells. A special inspection is now being requested on some anchors and welding.
- Part of replacing the 8000 +/- feet of water line on the new \$3.8M grant will be finding the existing pipes and plotting a course for the new pipe to be installed without disrupting the existing service until the new pipes are installed. We plan to purchase a ground penetrating radar (GPR) to find the pipe, we have two demos set in the next couple weeks for GPR units. Going forth the GPR will be handy to find pipes where we don't know where they are. Money was budgeted for this purchase in the current budget.

Wastewater

- The sewer flows jumped from about 120,000 gallons a day to approx. 400,000 gallons a day with the recent rains.
- The DO sensors are installed at the WWTP, they are working well. We had an issue with installation that has been remedied.
- We are working thru the new Tillamook Country Smoker permit. We are adding some turbidity requirements for them to meet.

Streets

- A 36 inch galvanized culvert needs replaced on 7th Street that has rusted out at a driveway.
- We need to install a 12 inch culvert on Seattle Street where the water runs down the hill rutting out the property frontage.

Other

- Data goes back and forth between Utility App and the City as we work thru the water conversation plan.
- Roy attended the Winter Emergency Preparedness meeting the County hosted
- Working on getting a camper out of the campground who won't pay or leave. His services have been locked off.



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BAY CITY PLANNING DEPARTMENT MONTHLY REPORT

FOR OCTOBER 🍁 2024

1. Zoning/Public Works Permits (2)

- a. Grading and Erosion Control – 5310 High Street
- b. Driveway – 5310 High Street

2. Inspections (2)

- a. Final Inspection – 6870 Tillamook Avenue.
- b. Final Inspection – 7895 18th.

3. Meetings involving Planning Department

- Oct 3rd – Tillamook County Housing Commission Meeting
One item of discussion - McRae Brownfield Introduction/potential mixed use.
– DLCD/OAPA Webinar - Model Codes Overview (Middle Housing code requirements).
- Oct 7th – State OHNA Rules Advisory Committee Meeting .
- Oct 9th – LOC Housing Policy Coordination: Middle Housing and Infill Policy Proposals
- Oct 10th – FEMA BiOP Pre-Implementation Compliance Measures (PICM) Requirements Mtg.
- Oct 15th – Tillamook County Board of Realtors presentation – *What's New in Bay City.*
- Oct 16th – Planning Commission Hearing
 - 👤 *Review of Conditional Use Permit (CU-2024-03) for TEP Science Center at 7855 Warren St.*
 - 👤 *Review of Proposed Ordinance #710 and the following City code sections*
 - 👤 *Review of proposed changes to Planning Commission Rules Sect 1.02.010.*
 - 👤 *Review of proposed Bed and Breakfast definition Sect 8.10.030.*
 - 👤 *Review of Short-Term Rental Distance Requirements Sect 8.10.100.*
 - 👤 *Review of Bed and Breakfast Number of Guest Bedroom Requirements Sect 10.11.010.*
 - 👤 *Introduction of Comparative Review of State Rule (SB 406) and City Development Code*
- Oct 22nd – Tillamook County Oregonians for Floodplain Protection Meeting.
- Oct 24th – LOC Coord. Meeting re: FEMA/NFIP-ESA PICMs.
 - Pre-Application Meeting for Development of Property at dead-end of D Street
 - Meeting with Dan Overholser regarding Planning Commission
- Oct 28th – McRae Housing Production and Development Opportunity Meeting.
- Oct 29th – Joint PC/Council Workshop regarding Middle Housing Code Review Meeting.
- Oct 30th – PICM Workshop: Model Ordinance
 - Meeting with Brian Green regarding UGB
























































4. Next Planning Commission November 20th Meeting

- *Partial Street Vacation of a portion of Hare Street.*
- *Workshop on Senate Bill 406 and City Development Code for Middle Housing Review*

5. Future Potential Code (Chapter 10) Changes

- a. City 'Middle Housing' code changes – 2025 adoption.
- b. FEMA BiOP Pre-Implementation Compliance Measure (PICM) Model Codes – 2025 adoption.

6. Specific Tax Lot Questions/Inquiries/and Other Correspondences (counter, phone or email)

-  Flood Zone A discussion for property at 5775 Main;
-  Slope and Drainage issues for property at 7895 18th;
-  FEMA PICM requirements discussion;
-  Address Verification for property at 9400 3rd;
-  LOMA FEMA PICM for property at 5775 Main;
-  Tree removal questions for property at 7905 14th ;
-  Development Requirements for property at 6th and D;
-  Development Requirements for property at 8th and Union;
-  Development Requirements in the Bay Ridge subdivision Lots 7 and 8;
-  Elevation Issues for development at 5550 Bay Circle;
-  Creek Setbacks for property at 5775 Main;
-  Fence Issues at 4560 Salmon;
-  Address Verifications for units Seagulls Rest;
-  Accessory structure/use for 5310 High;
-  CU-2024-03 questions;
-  Tree Permit questions;
-  Development Requirements for property at 6th and D;
-  Elevations at 5775 Main;
-  Address Verification for 5860 D Street;
-  Address Verification for 6280 D Street;
-  ADU requirements in City;
-  ADU Development Requirements for property at 5775 Main;
-  Nonconforming Uses in City;
-  Development Requirements at Elliot and Spruce;
-  Development Requirements for property on 3rd and Hendricks;
-  Water Service Outside UGB;
-  Address Verification for 6455 Madison;
-  Foundation requirements at 4555 Clam;
-  Short Term Rental at 9625 2nd Street;
-  Tree Removal at 6th and D;
-  Reroofing Requirements in City;
-  Tree Removal at Bayview and E Street;
-  Pre-Application Meeting discussion for development at 4550 Clam;
-  Garage Shop size for property at 6865 Tillamook
-  Flood Moratorium Notice questions for property at 6865 Tillamook;
-  Weather Equipment outside of town at Latimer and 101;
-  Garage Encroachment at 7865 Warren;
-  Zoning Permit Processing in City;
-  Survey on File for property at 9630 8th;
-  Pre-application meeting discussion for property at D and 11th Street;
-  Permit Processing for property at 5310 High;
-  Tree Relocation at 5th and A;
-  Accessory Structure requirements at 4600 Salmon;
-  CUP and Yurt requirements at 4520 Salmon;
-  Driveway Improvements at 9520 2nd;
-  ADU Requirements in City;
-  Development Review for properties at Bay Ridge subdivision;
-  Driveway issues at 3rd and Pacific;
-  Development Requirements for property at Tillamook + 101;
-  Development Requirements for property at 10th and D;
-  Development Requirements for property at 8th and Pacific;
-  UGB Expansion;
-  PICM Requirements;
-  Middle Housing Requirements;
-  Flood Requirements for property on Clam Street.



CITY OF BAY CITY - COUNCIL WORKSHOP MINUTES

October 7, 2024

5:30 PM

Members Present: Mayor Liane Welch, Council President Kathy Baker, Councilor Tom Imhoff, Councilor Anthony Boatman, Councilor Tim Josi, and Councilor Ralph McRae. Councilor Justin Howard was absent.

Staff Present: City Manager David McCall, Public Works Director Roy Markee, Fire Chief Alan Christensen, City Recorder Lindsey Gann, City Planner David Mattison, and Deputy City Recorder Jacquelyn Puett.

A. Call to Order – 5:30 p.m.

B. Visitor Propositions (Public Comment on Non-Agenda Items) – Greg Sweeney thanked Council for assisting with selling the Support Bay City Fire Department shirts.

Councilor Imhoff said that he noticed there was a political sign in the park that needed to be removed.

C. Visitor Proposition: Doug Olson, County Commissioner, Upcoming Radio Bond (presentation on Tuesday, October 8, 2024)

D. Committee, Department, and Staff Reports

a. City Manager – City Manager McCall presented his report to Council, highlighting that he and Mayor Welch attended the board meeting of the Infrastructure Finance Authority to receive unanimous approval of a \$3.8M loan for a transmission line replacement and reservoir installation project. On September 20, 2024, the Oregon Ethics Commission voted to approve administrative rules that changed the practice and security of executive sessions for public bodies. As a result of the changes, there's a recommendation to establish a policy that executive sessions can only be attended in person, even by councilors.

b. Fire Department – Fire Chief Christensen presented his report, highlighting a new electronic burn permit system, a recent training exercise, the seismic upgrade for the station, passing a bi-annual recertification through DPSST, and an update on the IGA with Tillamook Fire.

c. Fire Committee – Next Meeting – October 28, 2024, 1:30 p.m.

d. Public Works – Public Works Director Markee presented his report, highlighting the installation of Starlink at the City's well, the finalization of the new DEQ permit, manhole replacements, end of summer pavement patching, and the gathering of data for the water conservation plan.

e. Emergency Preparedness – Next Meeting – October 20, 2024 - 5:30 p.m. The Great Oregon Shake Out, an earthquake drill, is scheduled for October 17, 2024. The City Hall Community Room is designated as an emergency meeting place and the BCEV will hold a Halloween Trunk or Treat event for Bay City and use it as an opportunity to inform citizens about the protocol for meeting at City Hall in the event of a major power outage

f. Planning Department – Next Meeting – October 16, 2024 - 5:30 p.m. City Planner Mattison presented his report, highlighting a middle housing planning meeting, the FEMA BiOp, and the addition of how-tos on the City's Planning webpage.

E. Minutes

a. Council Workshop – September 9, 2024

c. Regular Council Meeting – September 10, 2024

F. Treasurers Report

G. Bills against the City

H. Unfinished Business

a. Review of ADU Requirements

City Manager McCall reviewed the process for ADU approval. Currently, only one ADU is allowed per single family dwelling and ADUs cannot be used as short-term rentals and cannot be campers/trailers.

McCall reviewed the scenarios prepared by staff for ADU buildouts and the discussion included attached ADUs versus detached, addresses on the ADUs for emergency response purposes, enforcement of the City's ADU codes, separate metering/plumbing, tiers for SDC reduction, utility bill charges, vetting the current process, and the basic definition of an ADU.

I. New Business – Action Items

a. Request to close B Street between 3rd and 4th Streets on October 31, 2024, 4-7PM for Trunk or Treat

b. Choice of PICM option (required as a result of the FEMA BiOp)

The City hosted a town hall on Saturday, September 28, 2024 to have Sarah Absher, Tillamook County provide a presentation on the FEMA BiOp Pre-implementation Compliance Measures. A one-page summary listing the three PICM options was available. Council was to discuss the options the following day.

d. Schedule Date for Joint City Council – Planning Commission meeting to discuss/review the Middle Housing Audit Review

J. Mayor's Presentation

a. Coffee with the Mayor and City Manager October 29, 2024 – 9:30AM

K. Council Presentation

L. Attorney Presentation

M. Adjournment – The meeting adjourned at 7:26 p.m.

Liane Welch, Mayor

Lindsey Gann, City Recorder

CITY OF BAY CITY - COUNCIL REGULAR MEETING MINUTES

October 8, 2024

6:00 PM

Members Present: Mayor Liane Welch, Council President Kathy Baker, Councilor Tom Imhoff, Councilor Anthony Boatman, Councilor Tim Josi, Councilor Ralph McRae, and Councilor Justin Howard.

Staff Present: City Manager David McCall, Public Works Director Roy Markee, Fire Chief Alan Christensen, City Recorder Lindsey Gann, City Planner David Mattison, and Deputy City Recorder Jacquelyn Puett.

A. Call to Order – 6:00 p.m.

B. Visitor Propositions (Public Comment on Non-Agenda Items) – Pat Vining, representing the Bay City Booster Club, discussed the project to create a new Bay City welcome garden. He requested that the City consider a name change for the garden to include the word “park” so the project can be eligible for grant funding from the county. Staff will investigate the matter and place an item on the November City Council meeting agenda.

C. Visitor Proposition: Doug Olson, County Commissioner, Upcoming Radio Bond – Tillamook County Commissioner Doug Olson gave a presentation on Ballot Measure 29-180 which, if passed, would modernize the county’s decades old public safety emergency communications system. The county’s current radio system is obsolete/analog and pre-dates smartphone technology. The cost to upgrade the system is \$26.4 million and the average citizen would pay about \$95/year for 16 years.

D. Committee, Department, and Staff Reports

a. City Manager – City Manager McCall presented his report to Council, highlighting that he and Mayor Welch attended the board meeting of the Infrastructure Finance Authority to receive unanimous approval of a \$3.8M loan for a transmission line replacement and reservoir installation project.

On September 20, 2024, the Oregon Ethics Commission voted to approve administrative rules that changed the practice and security of executive sessions for public bodies. As a result of the changes, there’s a recommendation to establish a policy that executive sessions can only be attended in person, even by councilors.

b. Fire Department – Included in packet.

c. Fire Committee – Next Meeting – October 28, 2024, 1:30 p.m. Pat Vining spoke about the need for the committee to continue meeting while the fire department works through the refitting of the station.

d. Public Works – Included in packet.

e. Emergency Preparedness – Next Meeting – October 20, 2024 - 5:30 p.m. The Great Oregon Shake Out, an earthquake drill, is scheduled for October 17, 2024. The City Hall Community Room is designated as an Emergency Resource Center and the BCEV will hold a Halloween Trunk or Treat event for Bay City and use it as an opportunity to inform citizens about the protocol for meeting at City Hall in the event of a major power outage.

f. Planning Department – Next Meeting – October 16, 2024 - 5:30 p.m. City Planner Mattison highlighted the addition of instructions and information for property development on the City’s website.

E. Minutes

a. Council Workshop – September 9, 2024

c. Regular Council Meeting – September 10, 2024

Motion by Councilor Baker, second by Councilor McRae, to approve both sets of minutes, with a correction to **Item J.i.** to state that over 60 parcels would be affected by the proposed changes.

Motion passed 6-0.

F. Treasurers Report – Filed for auditor.

G. Bills against the City

Motion by Councilor Baker, second by Councilor Boatman, to approve the payment of the bills against the City for September in the amount of \$139,283.63.

Motion passed 6-0.

H. Unfinished Business

a. Review of Accessory Dwelling Units (ADU) Requirements

City Manager McCall reviewed the process for ADU approval. Currently, only one ADU is allowed per single family dwelling and ADUs cannot be used as short-term rentals and cannot be campers/trailers.

Following the detailed discussion at the previous night's meeting, the Councilors spoke about their preferences for potential changes to SDC charges for ADUs in the City.

Councilor Imhoff stated that he thought Council agreed about the distinction between having an ADU in an existing structure versus a detached structure. He liked the proposal to base the SDC charges on the number of existing fixtures in the structure.

Councilor Josi was in favor of removing SDC charges for water with all ADUs, because the water system is well funded. He favored modifying SDC charges for sewer with ADUs in the following way: ADUs created within the footprint of the existing home – remove SDC charges. ADU conversion of a non-living unit – keep the current charges for sewer. ADUs constructed as a detached unit – keep the current charges in place for sewer. And to continue to consider detached duplexes and triplexes as duplexes and triplexes, not as ADUs. Lastly, he favored requiring a mandatory five-year review after implementation of any changes to this ordinance on this issue - not a sunset, but a review. He thought basing SDC charges on fixtures would be unnecessarily complex.

Councilor Baker agreed with most of the previous statements, except proposed a flat fee of say \$1000 for water service to get some funding and compliance. In addition, she stated any future attempt to separate a tax lot and to have an ADU converted to a single-family dwelling should be implemented as a full fee SDC.

Mayor Welch proposed development of a matrix where the SDCs would be different based on the type of ADU. She did not favor a sunset and liked the five-year review concept.

City staff would draft an ordinance/resolution based on the above discussion.

I. New Business – Action Items

a. Request to close B Street between 3rd and 4th Streets on October 31, 2024, 4-7PM for Trunk or Treat

City Hall planned to host a trunk or treat event in conjunction with the BCEV to provide a safe place for children to trick or treat on Halloween and provide an opportunity to educate citizens about emergency evacuation protocol and convening at City Hall during power outages and other emergencies.

Motion by Councilor Baker, second by Councilor Howard, to approve the request to close B Street on October 31.

Motion passed 6-0.

b. Choice of PICM option (required as a result of the FEMA BiOp)

Manager McCall said that FEMA requires Bay City to choose from one of three options as of Dec 1, 2024. He reviewed the three options: Adopt a model ordinance provided by FEMA; prohibit all development in special hazard flood area; or a permit-by-permit assessment and mitigation for development. It was noteworthy that there was a letter from the governor to FEMA asking for delay of the deadlines, possibly creating a deadline pushback.

Mayor Welch said it was her understanding that if the City selected one option and didn't like it, they could change to select a different option. City Manager McCall concurred.

The majority of the Councilors preferred to adopt a model ordinance, citing sections that seemed favorable to the City. Mayor Welch stated that watershed councils had done so much work in the region and FEMA was not taking those efforts into consideration with this requirement. She was also in support of a model ordinance.

Citizen Jennifer Barlow provided citizen comment on how the proposed changes would adversely affect their property development options.

Motion by Councilor Josi, second by Councilor Baker, to start the process of adopting a model ordinance that considers impacts to species and their habitat that requires mitigation to a no net loss standard.

Motion passed 6-0.

d. Schedule date for Joint City Council – Planning Commission meeting to discuss/review the Middle Housing Audit Review

City Planner Mattison discussed details about middle housing, duplexes, townhouses, zoning requirements, state requirements and recommendations. He would send a survey providing options for scheduling a joint City Council/Planning Commission meeting soon.

J. Mayor's Presentation

a. Coffee with the Mayor and City Manager October 29, 2024 – 9:30AM

K. Council Presentation

L. Attorney Presentation

M. Adjournment – Motion by Councilor Baker, second by Councilor McRae, to adjourn the meeting adjourned at 7:28 p.m.

Liane Welch, Mayor

Lindsey Gann, City Recorder

DRAFT

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

10/29/2024 3:05pm

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Revised Budget
For General Fund (100)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
100-00-4005 Property Taxes - Current	\$ 0.00	\$ 0.00	\$ 259,432.00	\$ 0.00	\$ 259,432.00
100-00-4010 Property Taxes - Prior Years	0.00	0.00	5,000.00	0.00	5,000.00
100-00-4105 Liquor Tax	0.00	0.00	30,825.00	6,958.33	23,866.67
100-00-4110 Cigarette Tax	0.00	0.00	3,200.00	275.26	2,924.74
100-00-4205 Licenses	0.00	0.00	3,000.00	300.00	2,700.00
100-00-4210 Dog Licenses/Fines	0.00	10.00	750.00	90.00	660.00
100-00-4305 Franchise Fees	0.00	0.00	60,000.00	12,627.67	47,372.33
100-00-4510 State Revenue Sharing	0.00	0.00	23,000.00	4,923.56	18,076.44
100-00-4605 Hall Rental	0.00	0.00	1,500.00	400.00	1,100.00
100-00-4650 Transient Lodging Tax	0.00	0.00	36,000.00	7,977.11	28,022.89
100-00-4800 Miscellaneous	0.00	65.00	5,000.00	28,695.52	(23,695.52)
100-00-4805 Earnings on Investments	0.00	0.00	4,000.00	72.63	3,927.37
100-00-4855 Business License	0.00	0.00	400.00	0.00	400.00
100-00-4990 Beginning Fund Balance	0.00	0.00	130,000.00	0.00	130,000.00
Total Non-Departmental Revenues	0.00	75.00	562,107.00	62,320.08	499,786.92
Fire Revenues					
100-30-4005 Property Taxes - Current	0.00	0.00	303,725.00	0.00	303,725.00
100-30-4010 Property Taxes - Prior Years	0.00	0.00	2,000.00	0.00	2,000.00
100-30-4420 State Grants	0.00	0.00	27,000.00	27,052.00	(52.00)
100-30-4800 Miscellaneous	0.00	0.00	6,000.00	19,951.84	(13,951.84)
100-30-4805 Earnings on Investments	0.00	0.00	1,200.00	0.00	1,200.00
100-30-4930 Transfers In	0.00	0.00	125,232.00	0.00	125,232.00
100-30-4990 Beginning Fund Balance	0.00	0.00	16,000.00	0.00	16,000.00
Total Fire Revenues	0.00	0.00	481,157.00	47,003.84	434,153.16
Recreation Revenues					
100-50-4630 Park Camping	0.00	2,825.00	9,000.00	13,103.00	(4,103.00)
Total Recreation Revenues	0.00	2,825.00	9,000.00	13,103.00	(4,103.00)
Transient Lodging Tax Revenues					
100-60-4650 Transient Lodging Tax	0.00	0.00	84,000.00	18,613.24	65,386.76
100-60-4990 Beginning Fund Balance	0.00	0.00	73,000.00	0.00	73,000.00
Total Transient Lodging Tax Revenues	0.00	0.00	157,000.00	18,613.24	138,386.76
Planning Revenues					
100-70-4310 Planning Fees	0.00	300.00	15,000.00	2,150.00	12,850.00
100-70-4315 Land Use Fees	0.00	0.00	7,000.00	125.00	6,875.00
Total Planning Revenues	0.00	300.00	22,000.00	2,275.00	19,725.00
Total General Fund Revenues	\$ 0.00	\$ 3,200.00	\$ 1,231,264.00	\$ 143,315.16	\$ 1,087,948.84

Expenditures

Administration Expenditures

100-10-5105 Full-Time Employees - Regular	\$ 0.00	\$ 9,905.18	\$ 125,000.00	\$ 39,620.72	\$ 85,379.28
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City of Bay City 503-377-2288
Statement of Revenue and Expenditures

10/29/2024 3:05pm

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Revised Budget
For General Fund (100)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-10-5205 Employer FICA Taxes	0.00	754.72	9,500.00	3,018.88	\$ 6,481.12
100-10-5210 Unemployment Insurance	0.00	9.86	500.00	39.44	\$ 460.56
100-10-5215 Workers' Compensation Insurance	0.00	4.62	1,500.00	518.48	\$ 981.52
100-10-5305 Employer PERS Contributions	0.00	2,076.26	27,000.00	8,305.04	\$ 18,694.96
100-10-5405 Health Insurance	0.00	2,357.66	45,000.00	12,477.83	\$ 32,522.17
100-10-5415 Life Insurance	0.00	14.70	300.00	58.80	\$ 241.20
100-10-6105 Office Supplies & Equipment	0.00	69.75	5,000.00	1,363.23	\$ 3,636.77
100-10-6290 Other Professional Fees	0.00	0.00	7,000.00	0.00	\$ 7,000.00
100-10-6305 Building Repairs & Maintenance	0.00	170.33	5,000.00	674.52	\$ 4,325.48
100-10-6311 Contracted Ground Maintenance	0.00	0.00	7,000.00	0.00	\$ 7,000.00
100-10-6405 Dues & Subscriptions	0.00	1,299.49	6,000.00	4,729.73	\$ 1,270.27
100-10-6410 Training	0.00	0.00	4,000.00	764.00	\$ 3,236.00
100-10-6605 Electricity	0.00	450.69	6,000.00	965.91	\$ 5,034.09
100-10-6620 Telecommunications	0.00	405.99	4,000.00	2,572.68	\$ 1,427.32
100-10-6700 Insurance	0.00	0.00	15,000.00	15,260.53	\$ (260.53)
100-10-6825 Advertising/Publishing	0.00	0.00	2,000.00	640.00	\$ 1,360.00
100-10-6830 Janitorial Services	0.00	0.00	6,500.00	1,593.00	\$ 4,907.00
100-10-6850 Dog Licenses/Catching	0.00	0.00	200.00	0.00	\$ 200.00
100-10-6860 Computers/Software/Services	0.00	10,276.87	21,000.00	16,541.11	\$ 4,458.89
100-10-6870 Pre-Hazard Preparedness	0.00	0.00	5,000.00	1,385.20	\$ 3,614.80
100-10-6880 Ordinance Enforcement	0.00	0.00	500.00	0.00	\$ 500.00
100-10-6885 CC processing fees	0.00	0.00	700.00	59.92	\$ 640.08
100-10-6990 Other Miscellaneous Expenses	0.00	14.95	1,875.00	212.89	\$ 1,662.11
Total Administration Expenditures	0.00	27,811.07	305,575.00	110,801.91	194,773.09
Fire Expenditures					
100-30-5105 Full-Time Employees - Regular	0.00	13,136.00	165,000.00	61,317.03	\$ 103,682.97
100-30-5115 Part-Time Employees	0.00	5,052.75	35,000.00	20,206.88	\$ 14,793.12
100-30-5118 Volunteer Stipends	0.00	1,117.50	35,000.00	6,856.76	\$ 28,143.24
100-30-5120 Temporary Employees - Regular	0.00	0.00	16,600.00	0.00	\$ 16,600.00
100-30-5205 Employer FICA Taxes	0.00	1,471.13	0.00	6,734.64	\$ 0.00
100-30-5210 Unemployment Insurance	0.00	19.24	300.00	87.81	\$ 212.19
100-30-5215 Workers' Compensation Insurance	0.00	12.99	4,000.00	558.61	\$ 3,441.39
100-30-5305 Employer PERS Contributions	0.00	4,570.59	42,000.00	17,118.69	\$ 24,881.31
100-30-5405 Health Insurance	0.00	2,911.54	59,000.00	13,935.35	\$ 45,064.65
100-30-5415 Life Insurance	0.00	7.12	300.00	28.48	\$ 271.52
100-30-5420 Disability Insurance	0.00	0.00	2,000.00	1,500.00	\$ 500.00
100-30-6105 Office Supplies & Equipment	0.00	110.97	3,000.00	1,753.19	\$ 1,246.81
100-30-6115 First Aid Supplies	0.00	478.12	4,500.00	2,952.10	\$ 1,547.90
100-30-6140 Fuel/Lubes/Etc.	0.00	231.93	9,000.00	1,207.89	\$ 7,792.11
100-30-6205 Accounting & Auditing	0.00	0.00	600.00	0.00	\$ 600.00
100-30-6220 Legal Fees	0.00	0.00	1,500.00	0.00	\$ 1,500.00
100-30-6290 Other Professional Fees	0.00	0.00	500.00	693.75	\$ (193.75)
100-30-6305 Building Repairs & Maintenance	0.00	113.10	1,000.00	987.74	\$ 12.26
100-30-6335 Vehicle Repairs & Maintenance	0.00	0.00	0.00	(280.06)	\$ 0.00
100-30-6340 Radios & Radio Repair	0.00	0.00	500.00	1,467.84	\$ (967.84)
100-30-6345 Operational Equipment & Repairs	0.00	36.20	7,800.00	6,096.03	\$ 1,703.97
100-30-6350 Personal Protective Equipment	0.00	0.00	15,000.00	4,304.53	\$ 10,695.47
100-30-6405 Dues & Subscriptions	0.00	202.87	6,000.00	3,383.62	\$ 2,616.38

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

Revised Budget
For General Fund (100)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-30-6410 Training	0.00	2,850.00	10,000.00	3,212.85	\$ 6,787.15
100-30-6605 Electricity	0.00	365.46	5,000.00	912.94	\$ 4,087.06
100-30-6620 Telecommunications	0.00	198.00	4,000.00	1,821.42	\$ 2,178.58
100-30-6700 Insurance	0.00	0.00	21,000.00	21,000.00	\$ 0.00
100-30-6840 Printing & Copying	0.00	0.00	200.00	0.00	\$ 200.00
100-30-6860 Computers/Software/Services	0.00	17.98	6,400.00	8,576.10	\$ (2,176.10)
100-30-6990 Other Miscellaneous Expenses	0.00	212.18	957.00	563.28	\$ 393.72
100-30-9400 Transfer to Capital Projects Funds	0.00	0.00	25,000.00	0.00	\$ 25,000.00
Total Fire Expenditures	0.00	33,115.67	481,157.00	186,997.47	294,159.53
Recreation Expenditures					
100-50-5105 Full-Time Employees - Regular	0.00	2,045.89	27,000.00	8,230.20	\$ 18,769.80
100-50-5205 Employer FICA Taxes	0.00	155.92	2,100.00	627.25	\$ 1,472.75
100-50-5210 Unemployment Insurance	0.00	2.05	300.00	8.23	\$ 291.77
100-50-5215 Workers' Compensation Insurance	0.00	1.01	700.00	69.19	\$ 630.81
100-50-5305 Employer PERS Contributions	0.00	418.14	6,000.00	1,682.09	\$ 4,317.91
100-50-5405 Health Insurance	0.00	612.78	10,500.00	3,686.39	\$ 6,813.61
100-50-5415 Life Insurance	0.00	2.94	100.00	11.65	\$ 88.35
100-50-6145 Tourism	0.00	0.00	300.00	34.80	\$ 265.20
100-50-6190 Other Supplies	0.00	263.29	3,000.00	1,649.33	\$ 1,350.67
100-50-6305 Building Repairs & Maintenance	0.00	0.00	1,500.00	358.13	\$ 1,141.87
100-50-6311 Contracted Ground Maintenance	0.00	240.00	20,000.00	5,295.00	\$ 14,705.00
100-50-6605 Electricity	0.00	580.67	2,300.00	1,051.35	\$ 1,248.65
Total Recreation Expenditures	0.00	4,322.69	73,800.00	22,703.61	51,096.39
Transient Lodging Tax Expenditures					
100-60-6145 Tourism	0.00	0.00	157,000.00	1,660.32	\$ 155,339.68
Total Transient Lodging Tax Expenditures	0.00	0.00	157,000.00	1,660.32	155,339.68
Planning Expenditures					
100-70-6220 Legal Fees	0.00	110.00	3,000.00	110.00	\$ 2,890.00
100-70-6240 Comprehensive Planning	0.00	0.00	2,500.00	200.00	\$ 2,300.00
100-70-6290 Other Professional Fees	0.00	500.00	2,500.00	549.76	\$ 1,950.24
100-70-6410 Training	0.00	0.00	2,000.00	1,295.89	\$ 704.11
100-70-6865 Building Inspector/Inspections	0.00	0.00	500.00	0.00	\$ 500.00
100-70-6890 Other Administration Expenses	0.00	0.00	54,500.00	34,500.00	\$ 20,000.00
Total Planning Expenditures	0.00	610.00	65,000.00	36,655.65	28,344.35
General Service Expenditures					
100-90-6205 Accounting & Auditing	0.00	0.00	6,500.00	0.00	\$ 6,500.00
100-90-6220 Legal Fees	0.00	1,638.50	13,000.00	7,552.70	\$ 5,447.30
100-90-6805 Mayor	0.00	13.80	3,500.00	955.12	\$ 2,544.88
100-90-6910 Fee Refunds	0.00	0.00	500.00	0.00	\$ 500.00
100-90-9000 Transfers Out	0.00	0.00	125,232.00	0.00	\$ 125,232.00
Total General Service Expenditures	0.00	1,652.30	148,732.00	8,507.82	140,224.18
Total General Fund Expenditures	\$ 0.00	\$ 67,511.73	\$ 1,231,264.00	\$ 367,326.78	\$ 863,937.22

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For General Fund (100)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
General Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ (64,311.73)	\$ 0.00	\$ (224,011.62)	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For Street and Road Fund (200)
 For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
200-00-4115 State Highway Tax	\$ 0.00	\$ 0.00	\$ 125,500.00	\$ 31,411.64	\$ 94,088.36
200-00-4420 State Grants	0.00	0.00	356,000.00	141,970.22	\$ 214,029.78
200-00-4805 Earnings on Investments	0.00	0.00	4,000.00	0.00	\$ 4,000.00
200-00-4990 Beginning Fund Balance	0.00	0.00	112,800.00	0.00	\$ 112,800.00
Total Non-Departmental Revenues	0.00	0.00	598,300.00	173,381.86	424,918.14
Total Street and Road Fund Revenues	\$ 0.00	\$ 0.00	\$ 598,300.00	\$ 173,381.86	\$ 424,918.14

Expenditures

Non-Departmental Expenditures					
200-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 6,859.92	\$ 90,000.00	\$ 27,578.69	\$ 62,421.31
200-00-5205 Employer FICA Taxes	0.00	522.69	7,000.00	2,101.39	\$ 4,898.61
200-00-5210 Unemployment Insurance	0.00	6.83	1,000.00	27.49	\$ 972.51
200-00-5215 Workers' Compensation Insurance	0.00	3.54	3,000.00	513.98	\$ 2,486.02
200-00-5305 Employer PERS Contributions	0.00	1,431.25	19,000.00	5,753.38	\$ 13,246.62
200-00-5405 Health Insurance	0.00	2,058.40	36,000.00	8,477.60	\$ 27,522.40
200-00-5415 Life Insurance	0.00	9.36	100.00	37.21	\$ 62.79
200-00-6105 Office Supplies & Equipment	0.00	6.22	500.00	339.56	\$ 160.44
200-00-6125 Shop Supplies & Small Tools	0.00	450.00	1,100.00	450.00	\$ 650.00
200-00-6140 Fuel/Lubes/Etc.	0.00	82.88	1,500.00	379.97	\$ 1,120.03
200-00-6205 Accounting & Auditing	0.00	0.00	1,000.00	0.00	\$ 1,000.00
200-00-6215 Engineering Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6220 Legal Fees	0.00	342.00	5,000.00	342.00	\$ 4,658.00
200-00-6290 Other Professional Fees	0.00	0.00	2,500.00	500.00	\$ 2,000.00
200-00-6305 Building Repairs & Maintenance	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6315 Street Repairs & Maintenance	0.00	11.28	35,000.00	11.28	\$ 34,988.72
200-00-6335 Vehicle Repairs & Maintenance	0.00	45.05	3,000.00	45.05	\$ 2,954.95
200-00-6350 Personal Protective Equipment	0.00	0.00	1,500.00	0.00	\$ 1,500.00
200-00-6390 Other Repairs & Maintenance	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6410 Training	0.00	0.00	2,000.00	0.00	\$ 2,000.00
200-00-6605 Electricity	0.00	1,340.50	12,000.00	2,690.70	\$ 9,309.30
200-00-6700 Insurance	0.00	0.00	6,000.00	6,000.00	\$ 0.00
200-00-6860 Computers/Software/Services	0.00	300.00	2,000.00	1,542.60	\$ 457.40
200-00-6885 CC processing fees	0.00	0.00	600.00	18.69	\$ 581.31
200-00-6990 Other Miscellaneous Expenses	0.00	0.00	3,500.00	0.00	\$ 3,500.00
200-00-8300 Improvements Other Than Buildings	0.00	0.00	350,000.00	209,089.73	\$ 140,910.27
Total Non-Departmental Expenditures	0.00	13,469.92	598,300.00	265,899.32	332,400.68
Total Street and Road Fund Expenditures	\$ 0.00	\$ 13,469.92	\$ 598,300.00	\$ 265,899.32	\$ 332,400.68

Street and Road Fund Excess of Revenues Over Expen \$ **0.00** \$ **(13,469.92)** \$ **0.00** \$ **(92,517.46)** \$ **0.00**

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Housing Rehabilitation Fund (201)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Housing Rehabilitation Revenues					
201-18-4805 Earnings on Investments	\$ 0.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00
201-18-4825 Loan Payback	0.00	0.00	2,000.00	1,600.00	\$ 400.00
201-18-4990 Beginning Fund Balance	0.00	0.00	154,000.00	0.00	\$ 154,000.00
Total Housing Rehabilitation Revenues	0.00	0.00	156,500.00	1,600.00	154,900.00
Total Housing Rehabilitation Fund Revenues	\$ 0.00	\$ 0.00	\$ 156,500.00	\$ 1,600.00	\$ 154,900.00
Expenditures					
Housing Rehabilitation Expenditures					
201-18-6920 Housing Rehab Loan Disbursements	\$ 0.00	\$ 0.00	\$ 156,500.00	\$ 0.00	\$ 156,500.00
Total Housing Rehabilitation Expenditures	0.00	0.00	156,500.00	0.00	156,500.00
Total Housing Rehabilitation Fund Expenditures	\$ 0.00	\$ 0.00	\$ 156,500.00	\$ 0.00	\$ 156,500.00
Housing Rehabilitation Fund Excess of Revenues Over	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,600.00	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Sewer Bond Fund (301)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Bond Payment Revenues					
301-11-4005 Property Taxes - Current	\$ 0.00	\$ 0.00	\$ 21,500.00	\$ 0.00	\$ 21,500.00
301-11-4010 Property Taxes - Prior Years	0.00	0.00	500.00	0.00	500.00
301-11-4805 Earnings on Investments	0.00	0.00	1,500.00	0.00	1,500.00
301-11-4990 Beginning Fund Balance	0.00	0.00	50,000.00	0.00	50,000.00
Total Bond Payment Revenues	0.00	0.00	73,500.00	0.00	73,500.00
Total Sewer Bond Fund Revenues	\$ 0.00	\$ 0.00	\$ 73,500.00	\$ 0.00	\$ 73,500.00
Expenditures					
Bond Payment Expenditures					
301-11-7010 Principal Payments - General Obligatio	\$ 0.00	\$ 0.00	\$ 21,000.00	\$ 0.00	\$ 21,000.00
301-11-7015 Interest Payments - General Obligation	0.00	0.00	13,050.00	0.00	13,050.00
301-11-9900 Unappropriated Ending Fund Balance	0.00	0.00	39,450.00	0.00	39,450.00
Total Bond Payment Expenditures	0.00	0.00	73,500.00	0.00	73,500.00
Total Sewer Bond Fund Expenditures	\$ 0.00	\$ 0.00	\$ 73,500.00	\$ 0.00	\$ 73,500.00
Sewer Bond Fund Excess of Revenues Over Expenditur	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
 For DEQ Loan Repayment Fund (302)
 For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Loan Revenues					
302-22-4620 Sewer User Charges	\$ 0.00	\$ 0.00	\$ 51,950.00	\$ 0.00	\$ 51,950.00
302-22-4990 Beginning Fund Balance	0.00	0.00	135,500.00	0.00	135,500.00
Total Loan Revenues	0.00	0.00	187,450.00	0.00	187,450.00
Total DEQ Loan Repayment Fund Revenues	\$ 0.00	\$ 0.00	\$ 187,450.00	\$ 0.00	\$ 187,450.00
Expenditures					
Loan Expenditures					
302-22-7040 Principal Payments - Notes Payable	\$ 0.00	\$ 0.00	\$ 48,251.00	\$ 0.00	\$ 48,251.00
302-22-7045 Interest Payments - Notes Payable	0.00	0.00	3,596.00	0.00	3,596.00
302-22-9900 Unappropriated Ending Fund Balance	0.00	0.00	135,603.00	0.00	135,603.00
Total Loan Expenditures	0.00	0.00	187,450.00	0.00	187,450.00
Total DEQ Loan Repayment Fund Expenditures	\$ 0.00	\$ 0.00	\$ 187,450.00	\$ 0.00	\$ 187,450.00
DEQ Loan Repayment Fund Excess of Revenues Over E	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For Street Reserve Fund (400)
 For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
400-13-4305 Franchise Fees	\$ 0.00	\$ 0.00	\$ 8,000.00	\$ 3,119.15	\$ 4,880.85
400-13-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	2,000.00
400-13-4990 Beginning Fund Balance	0.00	0.00	62,000.00	0.00	62,000.00
Total Reserve Revenues	0.00	0.00	72,000.00	3,119.15	68,880.85
Street Trust Revenues					
400-17-4805 Earnings on Investments	0.00	0.00	1,000.00	0.00	1,000.00
400-17-4990 Beginning Fund Balance	0.00	0.00	80,000.00	0.00	80,000.00
Total Street Trust Revenues	0.00	0.00	81,000.00	0.00	81,000.00
Street Maintenance Fee Revenues					
400-24-4320 Street Maintenance Fees	0.00	1,512.73	100,000.00	26,576.69	73,423.31
400-24-4805 Earnings on Investments	0.00	0.00	5,000.00	0.00	5,000.00
400-24-4990 Beginning Fund Balance	0.00	0.00	173,300.00	0.00	173,300.00
Total Street Maintenance Fee Revenues	0.00	1,512.73	278,300.00	26,576.69	251,723.31
Total Street Reserve Fund Revenues	\$ 0.00	\$ 1,512.73	\$ 431,300.00	\$ 29,695.84	\$ 401,604.16
Expenditures					
Reserve Expenditures					
400-13-6315 Street Repairs & Maintenance	\$ 0.00	\$ 0.00	\$ 50,000.00	\$ 3,500.00	\$ 46,500.00
400-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	22,000.00	0.00	22,000.00
Total Reserve Expenditures	0.00	0.00	72,000.00	3,500.00	68,500.00
Street Trust Expenditures					
400-17-9900 Unappropriated Ending Fund Balance	0.00	0.00	81,000.00	0.00	81,000.00
Total Street Trust Expenditures	0.00	0.00	81,000.00	0.00	81,000.00
Street Maintenance Fee Expenditures					
400-24-6314 Street Overlay	0.00	0.00	50,000.00	26,785.00	23,215.00
400-24-9900 Unappropriated Ending Fund Balance	0.00	0.00	228,300.00	0.00	228,300.00
Total Street Maintenance Fee Expenditures	0.00	0.00	278,300.00	26,785.00	251,515.00
Total Street Reserve Fund Expenditures	\$ 0.00	\$ 0.00	\$ 431,300.00	\$ 30,285.00	\$ 401,015.00
Street Reserve Fund Excess of Revenues Over Expendi	\$ 0.00	\$ 1,512.73	\$ 0.00	(\$ 589.16)	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Bay City Equipment Reserve Fund (401)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
401-13-4805 Earnings on Investments	\$ 0.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00
401-13-4930 Transfers In	0.00	0.00	35,000.00	0.00	35,000.00
401-13-4990 Beginning Fund Balance	0.00	0.00	74,500.00	0.00	74,500.00
Total Reserve Revenues	0.00	0.00	110,000.00	0.00	110,000.00
Total Bay City Equipment Reserve Fund Revenues	\$ 0.00	\$ 0.00	\$ 110,000.00	\$ 0.00	\$ 110,000.00
Expenditures					
Reserve Expenditures					
401-13-8400 Machinery & Equipment	\$ 0.00	\$ 0.00	\$ 110,000.00	\$ 0.00	\$ 110,000.00
Total Reserve Expenditures	0.00	0.00	110,000.00	0.00	110,000.00
Total Bay City Equipment Reserve Fund Expenditures	\$ 0.00	\$ 0.00	\$ 110,000.00	\$ 0.00	\$ 110,000.00
Bay City Equipment Reserve Fund Excess of Revenues	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Fire Apparatus Reserve & Building Reserve Fund (402)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Building Fund Revenues					
402-19-4890 Fire Department Relocation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,700.44	\$ 0.00
Total Building Fund Revenues	0.00	0.00	0.00	8,700.44	0.00
Total Fire Apparatus Reserve & Building Reserve Fun	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,700.44	\$ 0.00
Fire Apparatus Reserve & Building Reserve Fund Exces	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,700.44	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Park & Recreation Reserve Fund (404)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
404-13-4805 Earnings on Investments	\$ 0.00	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
404-13-4990 Beginning Fund Balance	0.00	0.00	8,500.00	0.00	8,500.00
Total Reserve Revenues	0.00	0.00	8,750.00	0.00	8,750.00
Total Park & Recreation Reserve Fund Revenues	\$ 0.00	\$ 0.00	\$ 8,750.00	\$ 0.00	\$ 8,750.00
Expenditures					
Reserve Expenditures					
404-13-8300 Improvements Other Than Buildings	\$ 0.00	\$ 0.00	\$ 4,750.00	\$ 0.00	\$ 4,750.00
404-13-8310 Buildings / Structures	0.00	0.00	4,000.00	0.00	4,000.00
Total Reserve Expenditures	0.00	0.00	8,750.00	0.00	8,750.00
Total Park & Recreation Reserve Fund Expenditures	\$ 0.00	\$ 0.00	\$ 8,750.00	\$ 0.00	\$ 8,750.00
Park & Recreation Reserve Fund Excess of Revenues O	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Footpaths and Bicycle Trails Reserve (405)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
405-13-4115 State Highway Tax	\$ 0.00	\$ 0.00	\$ 1,250.00	\$ 317.29	\$ 932.71
405-13-4805 Earnings on Investments	0.00	0.00	300.00	0.00	\$ 300.00
405-13-4990 Beginning Fund Balance	0.00	0.00	12,800.00	0.00	\$ 12,800.00
Total Reserve Revenues	0.00	0.00	14,350.00	317.29	14,032.71
Total Footpaths and Bicycle Trails Reserve Revenues	\$ 0.00	\$ 0.00	\$ 14,350.00	\$ 317.29	\$ 14,032.71
Expenditures					
Reserve Expenditures					
405-13-8300 Improvements Other Than Buildings	\$ 0.00	\$ 0.00	\$ 14,350.00	\$ 0.00	\$ 14,350.00
Total Reserve Expenditures	0.00	0.00	14,350.00	0.00	14,350.00
Total Footpaths and Bicycle Trails Reserve Expenditu	\$ 0.00	\$ 0.00	\$ 14,350.00	\$ 0.00	\$ 14,350.00
Footpaths and Bicycle Trails Reserve Excess of Revenu	\$ 0.00	\$ 0.00	\$ 0.00	\$ 317.29	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

Revised Budget
 For Fire Department Op/Maint/Relocate Reserve (406)
 For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
406-13-4805 Earnings on Investments	\$ 0.00	\$ 0.00	\$ 3,500.00	\$ 0.00	\$ 3,500.00
406-13-4890 Other Revenue	0.00	0.00	25,000.00	0.00	25,000.00
406-13-4930 Transfers In	0.00	0.00	25,000.00	0.00	25,000.00
406-13-4990 Beginning Fund Balance	0.00	0.00	125,000.00	0.00	125,000.00
Total Reserve Revenues	0.00	0.00	178,500.00	0.00	178,500.00
Total Fire Department Op/Maint/Relocate Reserve Rev	\$ 0.00	\$ 0.00	\$ 178,500.00	\$ 0.00	\$ 178,500.00
Expenditures					
Reserve Expenditures					
406-13-7050 Capital Lease Payments	\$ 0.00	\$ 0.00	\$ 24,300.00	\$ 24,177.86	\$ 122.14
406-13-8400 Machinery & Equipment	0.00	0.00	50,000.00	0.00	50,000.00
406-13-8500 Buildings	0.00	0.00	50,000.00	362.50	49,637.50
406-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	54,200.00	0.00	54,200.00
Total Reserve Expenditures	0.00	0.00	178,500.00	24,540.36	153,959.64
Total Fire Department Op/Maint/Relocate Reserve Exp	\$ 0.00	\$ 0.00	\$ 178,500.00	\$ 24,540.36	\$ 153,959.64
Fire Department Op/Maint/Relocate Reserve Excess of	\$ 0.00	\$ 0.00	\$ 0.00	(24,540.36)	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

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Revised Budget
For Bay City Water Fund (600)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
600-00-4610 Water User Charges	\$ 0.00	\$ 5,970.73	\$ 425,000.00	\$ 100,984.24	\$ 324,015.76
600-00-4615 Water Deposits	0.00	0.00	1,000.00	0.00	\$ 1,000.00
600-00-4800 Miscellaneous	0.00	0.00	0.00	83.47	\$ 0.00
600-00-4805 Earnings on Investments	0.00	0.00	5,000.00	0.00	\$ 5,000.00
600-00-4815 Sale of Pipe/Supplies	0.00	0.00	22,000.00	0.00	\$ 22,000.00
600-00-4930 Transfers In	0.00	0.00	109,285.00	0.00	\$ 109,285.00
600-00-4990 Beginning Fund Balance	0.00	0.00	70,000.00	0.00	\$ 70,000.00
Total Non-Departmental Revenues	0.00	5,970.73	632,285.00	101,067.71	531,217.29
Reserve Revenues					
600-13-4710 SDC - Improvement Fees	0.00	0.00	80,000.00	12,019.07	\$ 67,980.93
600-13-4720 SDC - Reimbursement Fees	0.00	0.00	20,000.00	6,440.56	\$ 13,559.44
600-13-4805 Earnings on Investments	0.00	0.00	12,000.00	0.00	\$ 12,000.00
600-13-4990 Beginning Fund Balance	0.00	0.00	404,000.00	0.00	\$ 404,000.00
Total Reserve Revenues	0.00	0.00	516,000.00	18,459.63	497,540.37
Total Bay City Water Fund Revenues	\$ 0.00	\$ 5,970.73	\$ 1,148,285.00	\$ 119,527.34	\$ 1,028,757.66

Expenditures

Non-Departmental Expenditures

600-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 16,189.92	\$ 203,000.00	\$ 64,871.11	\$ 138,128.89
600-00-5205 Employer FICA Taxes	0.00	1,233.56	16,000.00	4,942.77	\$ 11,057.23
600-00-5210 Unemployment Insurance	0.00	16.12	2,200.00	64.59	\$ 2,135.41
600-00-5215 Workers' Compensation Insurance	0.00	8.99	4,000.00	535.62	\$ 3,464.38
600-00-5305 Employer PERS Contributions	0.00	3,037.60	43,000.00	12,173.24	\$ 30,826.76
600-00-5405 Health Insurance	0.00	5,058.88	87,000.00	23,024.81	\$ 63,975.19
600-00-5415 Life Insurance	0.00	18.60	250.00	73.54	\$ 176.46
600-00-6105 Office Supplies & Equipment	0.00	6.22	1,500.00	369.04	\$ 1,130.96
600-00-6125 Shop Supplies & Small Tools	0.00	508.01	3,000.00	896.75	\$ 2,103.25
600-00-6130 Customer Meters & Supplies	0.00	2,719.20	20,000.00	6,276.88	\$ 13,723.12
600-00-6135 Chemical/Lab Supplies	0.00	0.00	500.00	0.00	\$ 500.00
600-00-6140 Fuel/Lubes/Etc.	0.00	82.88	7,000.00	1,110.78	\$ 5,889.22
600-00-6190 Other Supplies	0.00	0.00	250.00	0.00	\$ 250.00
600-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	\$ 2,500.00
600-00-6215 Engineering Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
600-00-6220 Legal Fees	0.00	0.00	2,500.00	0.00	\$ 2,500.00
600-00-6225 Laboratory Fees	0.00	0.00	1,500.00	0.00	\$ 1,500.00
600-00-6290 Other Professional Fees	0.00	0.00	2,500.00	555.00	\$ 1,945.00
600-00-6305 Building Repairs & Maintenance	0.00	53.31	5,000.00	205.71	\$ 4,794.29
600-00-6311 Contracted Ground Maintenance	0.00	0.00	3,000.00	0.00	\$ 3,000.00
600-00-6325 Utility System Repairs	0.00	0.00	10,000.00	0.00	\$ 10,000.00
600-00-6335 Vehicle Repairs & Maintenance	0.00	37.37	5,000.00	1,102.74	\$ 3,897.26
600-00-6345 Operational Equipment & Repairs	0.00	0.00	10,000.00	36.64	\$ 9,963.36
600-00-6350 Personal Protective Equipment	0.00	0.00	2,000.00	0.00	\$ 2,000.00
600-00-6410 Training	0.00	0.00	2,500.00	684.90	\$ 1,815.10

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Bay City Water Fund (600)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
600-00-6605 Electricity	0.00	579.68	4,500.00	1,167.49	\$ 3,332.51
600-00-6620 Telecommunications	0.00	29.97	3,000.00	524.32	\$ 2,475.68
600-00-6700 Insurance	0.00	0.00	13,000.00	13,000.00	\$ 0.00
600-00-6830 Janitorial Services	0.00	0.00	1,200.00	275.01	\$ 924.99
600-00-6860 Computers/Software/Services	0.00	3,207.99	7,500.00	5,934.88	\$ 1,565.12
600-00-6885 CC processing fees	0.00	0.00	3,500.00	155.36	\$ 3,344.64
600-00-6905 Deposit Refunds	0.00	0.00	2,500.00	0.00	\$ 2,500.00
600-00-6910 Fee Refunds	0.00	0.00	200.00	111.20	\$ 88.80
600-00-6990 Other Miscellaneous Expenses	0.00	4.97	5,500.00	1,531.36	\$ 3,968.64
600-00-9500 Transfer to Enterprise Funds	0.00	0.00	152,185.00	0.00	\$ 152,185.00
Total Non-Departmental Expenditures	0.00	32,793.27	632,285.00	139,623.74	492,661.26
Reserve Expenditures					
600-13-6910 Fee Refunds	0.00	0.00	100,000.00	0.00	\$ 100,000.00
600-13-9500 Transfer to Enterprise Funds	0.00	0.00	134,497.00	0.00	\$ 134,497.00
600-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	281,503.00	0.00	\$ 281,503.00
Total Reserve Expenditures	0.00	0.00	516,000.00	0.00	516,000.00
Total Bay City Water Fund Expenditures	\$ 0.00	\$ 32,793.27	\$ 1,148,285.00	\$ 139,623.74	\$ 1,008,661.26
Bay City Water Fund Excess of Revenues Over Expendi	\$ 0.00	\$ (26,822.54)	\$ 0.00	\$ (20,096.40)	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

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Revised Budget
For Kilchis Water Fund (601)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
601-00-4420 State Grants	\$ 0.00	\$ 0.00	\$ 4,025,000.00	\$ 0.00	\$ 4,025,000.00
601-00-4610 Water User Charges	0.00	0.00	330,772.00	76,847.17	\$ 253,924.83
601-00-4805 Earnings on Investments	0.00	0.00	20,000.00	0.00	\$ 20,000.00
601-00-4930 Transfers In	0.00	0.00	152,185.00	0.00	\$ 152,185.00
601-00-4990 Beginning Fund Balance	0.00	0.00	550,000.00	0.00	\$ 550,000.00
Total Non-Departmental Revenues	0.00	0.00	5,077,957.00	76,847.17	5,001,109.83
Reserve Revenues					
601-13-4440 Other Grants / Loans	0.00	0.00	20,000.00	0.00	\$ 20,000.00
601-13-4800 Miscellaneous	0.00	0.00	80,000.00	12,713.40	\$ 67,286.60
601-13-4805 Earnings on Investments	0.00	0.00	20,000.00	0.00	\$ 20,000.00
601-13-4930 Transfers In	0.00	0.00	300,000.00	0.00	\$ 300,000.00
601-13-4990 Beginning Fund Balance	0.00	0.00	405,000.00	0.00	\$ 405,000.00
Total Reserve Revenues	0.00	0.00	825,000.00	12,713.40	812,286.60
Total Kilchis Water Fund Revenues	\$ 0.00	\$ 0.00	\$ 5,902,957.00	\$ 89,560.57	\$ 5,813,396.43

Expenditures

Non-Departmental Expenditures

601-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 8,397.49	\$ 112,000.00	\$ 33,794.03	\$ 78,205.97
601-00-5205 Employer FICA Taxes	0.00	639.82	8,600.00	2,574.78	\$ 6,025.22
601-00-5210 Unemployment Insurance	0.00	8.39	1,200.00	33.75	\$ 1,166.25
601-00-5215 Workers' Compensation Insurance	0.00	3.78	3,500.00	515.39	\$ 2,984.61
601-00-5305 Employer PERS Contributions	0.00	1,574.99	24,000.00	6,341.62	\$ 17,658.38
601-00-5405 Health Insurance	0.00	1,981.50	40,000.00	8,705.15	\$ 31,294.85
601-00-5415 Life Insurance	0.00	10.46	175.00	41.20	\$ 133.80
601-00-6105 Office Supplies & Equipment	0.00	6.22	2,000.00	63.80	\$ 1,936.20
601-00-6125 Shop Supplies & Small Tools	0.00	508.01	4,000.00	896.75	\$ 3,103.25
601-00-6135 Chemical/Lab Supplies	0.00	3,086.40	24,000.00	6,267.09	\$ 17,732.91
601-00-6140 Fuel/Lubes/Etc.	0.00	82.88	7,500.00	1,110.78	\$ 6,389.22
601-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	\$ 2,500.00
601-00-6215 Engineering Fees	0.00	6,000.00	50,000.00	6,000.00	\$ 44,000.00
601-00-6220 Legal Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-6225 Laboratory Fees	0.00	0.00	1,500.00	3,205.00	\$ (1,705.00)
601-00-6290 Other Professional Fees	0.00	0.00	5,000.00	200.00	\$ 4,800.00
601-00-6305 Building Repairs & Maintenance	0.00	53.31	20,000.00	205.71	\$ 19,794.29
601-00-6325 Utility System Repairs	0.00	0.00	30,000.00	99.66	\$ 29,900.34
601-00-6335 Vehicle Repairs & Maintenance	0.00	37.37	7,500.00	927.74	\$ 6,572.26
601-00-6345 Operational Equipment & Repairs	0.00	4,150.00	40,000.00	12,708.55	\$ 27,291.45
601-00-6350 Personal Protective Equipment	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-6410 Training	0.00	0.00	5,000.00	492.90	\$ 4,507.10
601-00-6605 Electricity	0.00	3,634.51	32,000.00	7,569.38	\$ 24,430.62
601-00-6620 Telecommunications	0.00	29.97	3,500.00	524.32	\$ 2,975.68
601-00-6700 Insurance	0.00	0.00	18,000.00	18,000.00	\$ 0.00
601-00-6830 Janitorial Services	0.00	0.00	2,000.00	275.01	\$ 1,724.99

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Kilchis Water Fund (601)
For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
601-00-6860 Computers/Software/Services	0.00	7,345.75	19,000.00	14,450.71	\$ 4,549.29
601-00-6990 Other Miscellaneous Expenses	0.00	4.97	10,000.00	31.36	\$ 9,968.64
601-00-8200 Buildings & Structures	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-8400 Machinery & Equipment	0.00	0.00	25,000.00	0.00	\$ 25,000.00
601-00-8450 Alderbrook line replacement / Juno res	0.00	0.00	3,800,000.00	65.10	\$ 3,799,934.90
601-00-8475 Isolation Valves	0.00	0.00	250,000.00	1,690.48	\$ 248,309.52
601-00-8500 Buildings	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-8700 Office Equipment	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-8800 Utility System	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-9000 Transfers Out	0.00	0.00	320,000.00	0.00	\$ 320,000.00
601-00-9800 Contingency	0.00	0.00	179,982.00	0.00	\$ 179,982.00
Total Non-Departmental Expenditures	0.00	37,555.82	5,077,957.00	126,790.26	4,951,166.74
Reserve Expenditures					
601-13-8200 Equipment	0.00	0.00	100,000.00	58,294.09	\$ 41,705.91
601-13-8400 Machinery & Equipment	0.00	0.00	100,000.00	0.00	\$ 100,000.00
601-13-8800 Utility System	0.00	0.00	100,000.00	0.00	\$ 100,000.00
601-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	525,000.00	0.00	\$ 525,000.00
Total Reserve Expenditures	0.00	0.00	825,000.00	58,294.09	766,705.91
Total Kilchis Water Fund Expenditures	\$ 0.00	\$ 37,555.82	\$ 5,902,957.00	\$ 185,084.35	\$ 5,717,872.65
Kilchis Water Fund Excess of Revenues Over Expendit	\$ 0.00	\$ (37,555.82)	\$ 0.00	\$ (95,523.78)	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For Bay City Sewer Fund (602)
 For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
602-00-4420 State Grants	\$ 0.00	\$ 0.00	\$ 120,000.00	\$ 0.00	\$ 120,000.00
602-00-4620 Sewer User Charges	0.00	7,743.96	450,000.00	131,245.11	\$ 318,754.89
602-00-4625 Sewer Deposits	0.00	0.00	2,000.00	0.00	\$ 2,000.00
602-00-4800 Miscellaneous	0.00	0.00	7,500.00	2,230.10	\$ 5,269.90
602-00-4805 Earnings on Investments	0.00	0.00	13,000.00	0.00	\$ 13,000.00
602-00-4817 RV Dump Station	0.00	40.00	4,000.00	689.00	\$ 3,311.00
602-00-4990 Beginning Fund Balance	0.00	0.00	283,000.00	0.00	\$ 283,000.00
Total Non-Departmental Revenues	0.00	7,783.96	879,500.00	134,164.21	745,335.79
Reserve Revenues					
602-14-4710 SDC - Improvement Fees	0.00	0.00	50,000.00	16,104.03	\$ 33,895.97
602-14-4720 SDC - Reimbursement Fees	0.00	0.00	9,000.00	1,631.69	\$ 7,368.31
602-14-4805 Earnings on Investments	0.00	0.00	35,000.00	0.00	\$ 35,000.00
602-14-4930 Transfers In	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-14-4990 Beginning Fund Balance	0.00	0.00	700,000.00	0.00	\$ 700,000.00
Total Reserve Revenues	0.00	0.00	804,000.00	17,735.72	786,264.28
Reserve Revenues					
602-15-4805 Earnings on Investments	0.00	0.00	3,000.00	0.00	\$ 3,000.00
602-15-4930 Transfers In	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-15-4990 Beginning Fund Balance	0.00	0.00	120,200.00	0.00	\$ 120,200.00
Total Reserve Revenues	0.00	0.00	133,200.00	0.00	133,200.00
Reserve Revenues					
602-16-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	\$ 2,000.00
602-16-4930 Transfers In	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-16-4990 Beginning Fund Balance	0.00	0.00	98,000.00	0.00	\$ 98,000.00
Total Reserve Revenues	0.00	0.00	105,000.00	0.00	105,000.00
Total Bay City Sewer Fund Revenues	\$ 0.00	\$ 7,783.96	\$ 1,921,700.00	\$ 151,899.93	\$ 1,769,800.07

Expenditures

Non-Departmental Expenditures

602-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 23,459.46	\$ 300,000.00	\$ 90,369.06	\$ 209,630.94
602-00-5205 Employer FICA Taxes	0.00	1,787.54	23,000.00	6,885.82	\$ 16,114.18
602-00-5210 Unemployment Insurance	0.00	23.36	3,200.00	89.98	\$ 3,110.02
602-00-5215 Workers' Compensation Insurance	0.00	11.27	4,000.00	545.29	\$ 3,454.71
602-00-5305 Employer PERS Contributions	0.00	4,476.28	62,000.00	17,196.21	\$ 44,803.79
602-00-5405 Health Insurance	0.00	6,060.04	113,500.00	30,002.96	\$ 83,497.04
602-00-5415 Life Insurance	0.00	23.48	600.00	93.66	\$ 506.34
602-00-6105 Office Supplies & Equipment	0.00	100.38	3,000.00	570.26	\$ 2,429.74
602-00-6125 Shop Supplies & Small Tools	0.00	521.07	4,000.00	909.81	\$ 3,090.19
602-00-6135 Chemical/Lab Supplies	0.00	0.00	10,000.00	125.00	\$ 9,875.00
602-00-6140 Fuel/Lubes/Etc.	0.00	112.64	7,000.00	1,140.54	\$ 5,859.46
602-00-6190 Other Supplies	0.00	0.00	2,500.00	0.00	\$ 2,500.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For Bay City Sewer Fund (602)
 For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
602-00-6215 Engineering Fees	0.00	0.00	2,500.00	0.00	\$ 2,500.00
602-00-6220 Legal Fees	0.00	450.00	2,500.00	450.00	\$ 2,050.00
602-00-6225 Laboratory Fees	0.00	0.00	500.00	0.00	\$ 500.00
602-00-6290 Other Professional Fees	0.00	0.00	1,500.00	417.00	\$ 1,083.00
602-00-6305 Building Repairs & Maintenance	0.00	53.31	8,000.00	205.71	\$ 7,794.29
602-00-6325 Utility System Repairs	0.00	234.00	50,000.00	6,963.00	\$ 43,037.00
602-00-6335 Vehicle Repairs & Maintenance	0.00	37.37	16,800.00	927.76	\$ 15,872.24
602-00-6345 Operational Equipment & Repairs	0.00	0.00	30,000.00	4,607.08	\$ 25,392.92
602-00-6350 Personal Protective Equipment	0.00	0.00	2,000.00	0.00	\$ 2,000.00
602-00-6410 Training	0.00	0.00	3,000.00	1,224.00	\$ 1,776.00
602-00-6605 Electricity	0.00	3,093.60	28,000.00	6,297.79	\$ 21,702.21
602-00-6620 Telecommunications	0.00	29.97	2,500.00	524.28	\$ 1,975.72
602-00-6700 Insurance	0.00	0.00	2,000.00	2,000.00	\$ 0.00
602-00-6830 Janitorial Services	0.00	0.00	1,500.00	274.98	\$ 1,225.02
602-00-6855 Permit Fees	0.00	0.00	3,000.00	0.00	\$ 3,000.00
602-00-6860 Computers/Software/Services	0.00	10,315.20	25,000.00	16,804.10	\$ 8,195.90
602-00-6885 CC processing fees	0.00	0.00	4,800.00	232.45	\$ 4,567.55
602-00-6905 Deposit Refunds	0.00	0.00	1,500.00	0.00	\$ 1,500.00
602-00-6910 Fee Refunds	0.00	0.00	100.00	96.22	\$ 3.78
602-00-6990 Other Miscellaneous Expenses	0.00	4.96	1,500.00	471.37	\$ 1,028.63
602-00-8400 Machinery & Equipment	0.00	0.00	120,000.00	1,676.25	\$ 118,323.75
602-00-9000 Transfers Out	0.00	0.00	30,000.00	0.00	\$ 30,000.00
602-00-9400 Transfer to Capital Projects Funds	0.00	0.00	10,000.00	0.00	\$ 10,000.00
Total Non-Departmental Expenditures	0.00	50,793.93	879,500.00	191,100.58	688,399.42
Reserve Expenditures					
602-14-8800 Utility System	0.00	0.00	600,000.00	8,520.00	\$ 591,480.00
602-14-9900 Unappropriated Ending Fund Balance	0.00	0.00	204,000.00	0.00	\$ 204,000.00
Total Reserve Expenditures	0.00	0.00	804,000.00	8,520.00	795,480.00
Reserve Expenditures					
602-15-6590 Other Equipment	0.00	0.00	13,000.00	0.00	\$ 13,000.00
602-15-8300 Improvements Other Than Buildings	0.00	0.00	35,000.00	0.00	\$ 35,000.00
602-15-8800 Utility System	0.00	0.00	12,000.00	6,415.95	\$ 5,584.05
602-15-9900 Unappropriated Ending Fund Balance	0.00	0.00	73,200.00	0.00	\$ 73,200.00
Total Reserve Expenditures	0.00	0.00	133,200.00	6,415.95	126,784.05
Reserve Expenditures					
602-16-8800 Utility System	0.00	0.00	15,000.00	0.00	\$ 15,000.00
602-16-9900 Unappropriated Ending Fund Balance	0.00	0.00	90,000.00	0.00	\$ 90,000.00
Total Reserve Expenditures	0.00	0.00	105,000.00	0.00	105,000.00
Total Bay City Sewer Fund Expenditures	\$ 0.00	\$ 50,793.93	\$ 1,921,700.00	\$ 206,036.53	\$ 1,715,663.47
Bay City Sewer Fund Excess of Revenues Over Expendi	\$ 0.00	\$ (43,009.97)	\$ 0.00	\$ (54,136.60)	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2025-4 Ending October 31, 2024

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Revenues	\$ 0.00	\$ 18,467.42	\$ 11,962,856.00	\$ 717,998.43	\$ 11,244,857.57
Total Expenditures	\$ 0.00	\$ 202,124.67	\$ 11,962,856.00	\$ 1,218,796.08	\$ 10,744,059.92
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ (183,657.25)	\$ 0.00	\$ (500,797.65)	\$ 0.00



THE PEARL OF TILLAMOOK BAY

City of Bay City

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Bay City, OR 97107
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Fax (503) 377-4044
TDD 7-1-1
www.ci.bay-city.or.us

November 4, 2024

Bills to pay total for October 2024 = \$169,080.60

Summary of Bills to pay >\$5,000

Tillamook PUD	\$ 5,028.57
Springbrook	\$ 30,282.75
Water Utility App	\$ 6,000.00
U.S. Bank Visa	\$ 6,964.89
Century West Engineering	\$ 13,075.00
CIS – Insurance	\$ 12,055.70
Oregon Pers	\$ 10,949.97
US Department of Treasury	\$ 10,679.48
CIS – Insurance	\$ 12,055.70
Oregon Pers	\$ 11,426.65
US Department of Treasury	\$ 11,097.16

A/P Control Report

for user asystadmin from 2025-4 to 2025-4

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
15246	562	Northstar Chemical	3	293881	Yes	2025 4		10/3/2024	10/3/2024		\$3,086.40
		Desc: Chemicals									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	601-00-6135			3,086.40		0.00	0		
		Desc: Chemical/Lab Supplies									
15247	93	One Call Concepts, Inc.	3	4090209	Yes	2025 4		10/3/2024	10/3/2024		\$14.90
		Desc: Call tickets									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	600-00-6990			4.97		0.00	0		
		Desc: Other Miscellaneous Expenses									
		2	601-00-6990			4.97		0.00	0		
		Desc: Other Miscellaneous Expenses									
		3	602-00-6990			4.96		0.00	0		
		Desc: Other Miscellaneous Expenses									
15248	1001	Kilchis Rock Co.	3	1154	Yes	2025 4		10/3/2024	10/3/2024		\$234.00
		Desc: rock									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	602-00-6325			234.00		0.00	0		
		Desc: Utility System Repairs									
15249	128	Tillamook Sporting Goods	3	1000014	Yes	2025 4		10/3/2024	10/3/2024		\$94.17
		Desc: Supplies									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	602-00-6105			94.17		0.00	0		
		Desc: Office Supplies & Equipment									
15250	115	R Sanitary Service	3	70005-9/24	Yes	2025 4		10/3/2024	10/3/2024		\$190.50
		Desc: Garbage service									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6305			38.10		0.00	0		
		Desc: Building Repairs & Maintenance									
		2	100-30-6305			38.10		0.00	0		
		Desc: Building Repairs & Maintenance									
		3	600-00-6305			38.10		0.00	0		
		Desc: Building Repairs & Maintenance									
		4	601-00-6305			38.10		0.00	0		
		Desc: Building Repairs & Maintenance									
		5	602-00-6305			38.10		0.00	0		
		Desc: Building Repairs & Maintenance									
15252	180	CenturyLink	3	314199659-Sept	Yes	2025 4		10/3/2024	10/3/2024		\$285.23
		Desc: phone									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6620			213.92		0.00	0		
		Desc: Telecommunications									
		2	100-30-6620			71.31		0.00	0		
		Desc: Telecommunications									
15253	796	Pacific Office Automation	3	751911	Yes	2025 4		10/3/2024	10/31/2024		\$408.67
		Desc: Phones									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6620			192.07		0.00	0		
		Desc: Telecommunications									
		2	100-30-6620			126.69		0.00	0		
		Desc: Telecommunications									
		3	600-00-6620			29.97		0.00	0		
		Desc: Telecommunications									

A/P Control Report

for user asystadmin from 2025-4 to 2025-4

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	4	601-00-6620		Telecommunications			29.97		0.00	0	
	Desc:	Telecommunications									
	5	602-00-6620		Telecommunications			29.97		0.00	0	
	Desc:	Telecommunications									
15254	27	Tillamook People's Utility	3	20890-10/24	Yes	2025	4	10/3/2024	10/18/2024		\$2,778.47
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	602-00-6605		Electricity		2,778.47	0.00	0			
	Desc:	Electricity									
15255	27	Tillamook People's Utility	3	21211-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$96.47
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-50-6605		Electricity		96.47	0.00	0			
	Desc:	Electricity									
15256	27	Tillamook People's Utility	3	21215-10/24	Yes	2025	4	10/3/2024	10/21/2024		\$1,294.00
	Desc:	Power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	200-00-6605		Electricity		1,294.00	0.00	0			
	Desc:	Electricity									
15257	27	Tillamook People's Utility	3	21221-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$365.46
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-30-6605		Electricity		365.46	0.00	0			
	Desc:	Electricity									
15258	27	Tillamook People's Utility	3	21223-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$132.80
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-10-6605		Electricity		132.80	0.00	0			
	Desc:	Electricity									
15259	27	Tillamook People's Utility	3	21224-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$221.20
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-10-6605		Electricity		221.20	0.00	0			
	Desc:	Electricity									
15260	27	Tillamook People's Utility	3	21231-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$196.41
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	602-00-6605		Electricity		196.41	0.00	0			
	Desc:	Electricity									
15261	27	Tillamook People's Utility	3	22182-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$75.95
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	601-00-6605		Electricity		75.95	0.00	0			
	Desc:	Electricity									
15262	27	Tillamook People's Utility	3	22221-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$533.18
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	600-00-6605		Electricity		533.18	0.00	0			
	Desc:	Electricity									
15263	27	Tillamook People's Utility	3	22713-10/24	Yes	2025	4	10/3/2024	10/22/2024		\$3,512.06
	Desc:	power									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	601-00-6605		Electricity		3,512.06	0.00	0			
	Desc:	Electricity									

A/P Control Report

for user asystadmin from 2025-4 to 2025-4

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
15264	27	Tillamook People's Utility	3	41352-10/24	Yes	2025 4		10/3/2024	10/22/2024		\$186.00
		Desc:	power								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	200-00-6605	Electricity	46.50		0.00	0			
		Desc:	Electricity								
		2	600-00-6605	Electricity	46.50		0.00	0			
		Desc:	Electricity								
		3	601-00-6605	Electricity	46.50		0.00	0			
		Desc:	Electricity								
		4	602-00-6605	Electricity	46.50		0.00	0			
		Desc:	Electricity								
15265	27	Tillamook People's Utility	3	45448-10/24	Yes	2025 4		10/3/2024	10/22/2024		\$208.22
		Desc:	power								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-50-6605	Electricity	208.22		0.00	0			
		Desc:	Electricity								
15266	27	Tillamook People's Utility	3	75292-10-24	Yes	2025 4		10/3/2024	10/22/2024		\$72.22
		Desc:	power								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	602-00-6605	Electricity	72.22		0.00	0			
		Desc:	Electricity								
15267	27	Tillamook People's Utility	3	96528-10/24	Yes	2025 4		10/3/2024	10/22/2024		\$108.56
		Desc:	power								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-50-6605	Electricity	108.56		0.00	0			
		Desc:	Electricity								
15268	27	Tillamook People's Utility	3	97001-10/24	Yes	2025 4		10/3/2024	10/22/2024		\$96.69
		Desc:	power								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-10-6605	Electricity	96.69		0.00	0			
		Desc:	Electricity								
15269	27	Tillamook People's Utility	3	116884-10/24	Yes	2025 4		10/3/2024	10/22/2024		\$83.15
		Desc:	power								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-50-6605	Electricity	83.15		0.00	0			
		Desc:	Electricity								
15270	176	Carson Oil	3	1059502	Yes	2025 4		10/3/2024	10/22/2024		\$331.53
		Desc:	fuel								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	200-00-6140	Fuel/Lubes/Etc.	82.88		0.00	0			
		Desc:	Fuel/Lubes/Etc.								
		2	600-00-6140	Fuel/Lubes/Etc.	82.88		0.00	0			
		Desc:	Fuel/Lubes/Etc.								
		3	601-00-6140	Fuel/Lubes/Etc.	82.88		0.00	0			
		Desc:	Fuel/Lubes/Etc.								
		4	602-00-6140	Fuel/Lubes/Etc.	82.89		0.00	0			
		Desc:	Fuel/Lubes/Etc.								
15271	831	Local Government Law Gr	3	70437	Yes	2025 4		10/3/2024	10/22/2024		\$560.00
		Desc:	legal fees								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	602-00-6220	Legal Fees	450.00		0.00	0			
		Desc:	Legal Fees								
		2	100-70-6220	Legal Fees	110.00		0.00	0			
		Desc:	Legal Fees								

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
15272	831	Local Government Law Gr	3	70438	Yes	2025 4		10/3/2024	10/22/2024		\$1,363.50
		Desc:	legal fees								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-90-6220		Legal Fees		1,363.50	0.00	0		
		Desc:	Legal Fees								
			1099								
15273	994	Springbrook	3	TM INV-007961	Yes	2025 4		10/3/2024	10/3/2024		\$10,771.50
		Desc:	Software								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-10-6860		Computers/Software/Service		10,000.00	0.00	0		
		Desc:	Computers/Software/Services								
		2	100-70-6290		Other Professional Fees		500.00	0.00	0		
		Desc:	Other Professional Fees								
		3	200-00-6860		Computers/Software/Service		200.00	0.00	0		
		Desc:	Computers/Software/Services								
		4	600-00-6860		Computers/Software/Service		71.50	0.00	0		
		Desc:	Computers/Software/Services								
15274	994	Springbrook	3	TM INV-008079	Yes	2025 4		10/3/2024	10/22/2024		\$9,288.00
		Desc:	software								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	602-00-6860		Computers/Software/Service		9,288.00	0.00	0		
		Desc:	Computers/Software/Services								
15275	994	Springbrook	3	TM INV-008155	Yes	2025 4		10/3/2024	10/22/2024		\$10,223.25
		Desc:	Software								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	602-00-6860		Computers/Software/Service		712.00	0.00	0		
		Desc:	Computers/Software/Services								
		2	601-00-6860		Computers/Software/Service		6,582.75	0.00	0		
		Desc:	Computers/Software/Services								
		3	600-00-6860		Computers/Software/Service		2,928.50	0.00	0		
		Desc:	Computers/Software/Services								
15276	852	Water Utility App	3	100 1652	Yes	2025 4		10/3/2024	10/22/2024		\$6,000.00
		Desc:	Conservation plan								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	601-00-6215		Engineering Fees		6,000.00	0.00	0		
		Desc:	Engineering Fees								
15277	114	Rosenberg Builders Suppl	3	2408-786684	Yes	2025 4		10/3/2024	10/10/2024		\$8.03
		Desc:	Supplies								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-10-6305		Building Repairs & Maintenan		8.03	0.00	0		
		Desc:	Building Repairs & Maintenance								
15278	114	Rosenberg Builders Suppl	3	2408-787927	Yes	2025 4		10/3/2024	10/22/2024		\$11.28
		Desc:	Supplies								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	200-00-6315		Street Repairs & Maintenanc		11.28	0.00	0		
		Desc:	Street Repairs & Maintenance								
15279	114	Rosenberg Builders Suppl	3	2408-793628	Yes	2025 4		10/3/2024	10/22/2024		\$206.06
		Desc:	Supplies								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-50-6190		Other Supplies		206.06	0.00	0		
		Desc:	Other Supplies								
15280	114	Rosenberg Builders Suppl	3	2409-793803	Yes	2025 4		10/3/2024	10/20/2024		\$57.23
		Desc:	Supplies								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	

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		1 100-50-6190		Other Supplies			57.23		0.00	0	
		Desc: Other Supplies									
15281	114	Rosenberg Builders Suppl	3	2409-794826	Yes	2025	4	10/3/2024	10/22/2024		\$20.38
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-30-6115	First Aid Supplies			20.38	0.00	0		
		Desc: First Aid Supplies									
15282	114	Rosenberg Builders Suppl	3	2409-796496	Yes	2025	4	10/3/2024	10/20/2024		\$13.05
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	602-00-6125	Shop Supplies & Small Tools			13.05	0.00	0		
		Desc: Shop Supplies & Small Tools									
15283	114	Rosenberg Builders Suppl	3	2409-797186	Yes	2025	4	10/3/2024	10/22/2024		\$37.11
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	602-00-6335	Vehicle Repairs & Maintenan			12.37	0.00	0		
		Desc: Vehicle Repairs & Maintenance									
		2	600-00-6335	Vehicle Repairs & Maintenan			12.37	0.00	0		
		Desc: Vehicle Repairs & Maintenance									
		3	601-00-6335	Vehicle Repairs & Maintenan			12.37	0.00	0		
		Desc: Vehicle Repairs & Maintenance									
15284	114	Rosenberg Builders Suppl	3	2409-799015	Yes	2025	4	10/3/2024	10/22/2024		\$2.13
		Desc: supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	600-00-6125	Shop Supplies & Small Tools			0.71	0.00	0		
		Desc: Shop Supplies & Small Tools									
		2	601-00-6125	Shop Supplies & Small Tools			0.71	0.00	0		
		Desc: Shop Supplies & Small Tools									
		3	602-00-6125	Shop Supplies & Small Tools			0.71	0.00	0		
		Desc: Shop Supplies & Small Tools									
15285	37	Tillamook Farmers' Coope	3	495084	Yes	2025	4	10/3/2024	10/25/2024		\$29.75
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	602-00-6140	Fuel/Lubes/Etc.			29.75	0.00	0		
		Desc: Fuel/Lubes/Etc.									
15286	37	Tillamook Farmers' Coope	3	sept interest	Yes	2025	4	10/3/2024	10/25/2024		\$4.98
		Desc: interest fee									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-10-6990	Other Miscellaneous Expens			4.98	0.00	0		
		Desc: Other Miscellaneous Expenses									
15287	44	Davison Auto Parts	3	939-670738	Yes	2025	4	10/3/2024	10/25/2024		\$45.05
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	200-00-6335	Vehicle Repairs & Maintenan			45.05	0.00	0		
		Desc: Vehicle Repairs & Maintenance									
15288	44	Davison Auto Parts	3	939-672974	Yes	2025	4	10/3/2024	10/25/2024		\$36.20
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-30-6345	Operational Equipment & Re			36.20	0.00	0		
		Desc: Operational Equipment & Repairs									
15289	245	Tillamook County Creamer	3	K02374	Yes	2025	4	10/3/2024	10/15/2024		\$24.87
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category

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15297	369	Ferguson Waterworks	3	1284498	Yes	2025 4		10/8/2024	10/15/2024		\$1,830.20
		Desc: Supplies									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	600-00-6130	Customer Meters & Supplies		1,830.20	0.00	0			
		Desc: Customer Meters & Supplies									
15298	346	H.D. Fowler	3	16842267	Yes	2025 4		10/8/2024	10/15/2024		\$889.00
		Desc: Supplies									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	600-00-6130	Customer Meters & Supplies		889.00	0.00	0			
		Desc: Customer Meters & Supplies									
15299	562	Northstar Chemical	3	294463	Yes	2025 4		10/8/2024	10/15/2024		\$4,150.00
		Desc: Supplies									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	601-00-6345	Operational Equipment & Re		4,150.00	0.00	0			
		Desc: Operational Equipment & Repairs									
15300	821	Industrial Systems, Inc.	3	21.52.02-4	Yes	2025 4		10/8/2024	10/15/2024		\$115.20
		Desc: Software									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	602-00-6860	Computers/Software/Service		115.20	0.00	0			
		Desc: Computers/Software/Services									
15304	145	U.S. Bank	3	Visa 10/22/24	Yes	2025 4		10/10/2024	10/22/2024		\$6,964.89
		Desc: Visa bill									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	600-00-6125	Shop Supplies & Small Tools		57.30	0.00	0			
		Desc: Shop Supplies & Small Tools									
		2	601-00-6125	Shop Supplies & Small Tools		57.30	0.00	0			
		Desc: Shop Supplies & Small Tools									
		3	602-00-6125	Shop Supplies & Small Tools		57.31	0.00	0			
		Desc: Shop Supplies & Small Tools									
		4	600-00-6305	Building Repairs & Maintenan		15.21	0.00	0			
		Desc: Building Repairs & Maintenance									
		5	601-00-6305	Building Repairs & Maintenan		15.21	0.00	0			
		Desc: Building Repairs & Maintenance									
		6	602-00-6305	Building Repairs & Maintenan		15.21	0.00	0			
		Desc: Building Repairs & Maintenance									
		7	100-30-6105	Office Supplies & Equipment		110.97	0.00	0			
		Desc: Office Supplies & Equipment									
		8	100-30-6405	Dues & Subscriptions		2.87	0.00	0			
		Desc: Dues & Subscriptions									
		9	100-30-6990	Other Miscellaneous Expens		95.58	0.00	0			
		Desc: Other Miscellaneous Expenses									
		10	100-30-6990	Other Miscellaneous Expens		116.60	0.00	0			
		Desc: Other Miscellaneous Expenses									
		11	100-30-6410	Training		2,700.00	0.00	0			
		Desc: Training									
		12	100-30-6410	Training		150.00	0.00	0			
		Desc: Training									
		13	100-30-6305	Building Repairs & Maintenan		75.00	0.00	0			
		Desc: Building Repairs & Maintenance									
		14	100-30-6115	First Aid Supplies		457.74	0.00	0			
		Desc: First Aid Supplies									
		15	100-10-6860	Computers/Software/Service		239.88	0.00	0			
		Desc: Computers/Software/Services									

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	16	100-90-6805		Mayor			13.80		0.00	0	
	Desc:	Mayor									
	17	100-30-6140		Fuel/Lubes/Etc.			90.00		0.00	0	
	Desc:	Fuel/Lubes/Etc.									
	18	100-10-6860		Computers/Software/Service			15.99		0.00	0	
	Desc:	Computers/Software/Services									
	19	100-10-6105		Office Supplies & Equipment			44.76		0.00	0	
	Desc:	Office Supplies & Equipment									
	20	100-10-6860		Computers/Software/Service			21.00		0.00	0	
	Desc:	Computers/Software/Services									
	21	601-00-6860		Computers/Software/Service			423.00		0.00	0	
	Desc:	Computers/Software/Services									
	22	601-00-6860		Computers/Software/Service			140.00		0.00	0	
	Desc:	Computers/Software/Services									
	23	200-00-6125		Shop Supplies & Small Tools			450.00		0.00	0	
	Desc:	Shop Supplies & Small Tools									
	24	600-00-6125		Shop Supplies & Small Tools			450.00		0.00	0	
	Desc:	Shop Supplies & Small Tools									
	25	601-00-6125		Shop Supplies & Small Tools			450.00		0.00	0	
	Desc:	Shop Supplies & Small Tools									
	26	602-00-6125		Shop Supplies & Small Tools			450.00		0.00	0	
	Desc:	Shop Supplies & Small Tools									
	27	600-00-6335		Vehicle Repairs & Maintenan			25.00		0.00	0	
	Desc:	Vehicle Repairs & Maintenance									
	28	601-00-6335		Vehicle Repairs & Maintenan			25.00		0.00	0	
	Desc:	Vehicle Repairs & Maintenance									
	29	602-00-6335		Vehicle Repairs & Maintenan			25.00		0.00	0	
	Desc:	Vehicle Repairs & Maintenance									
	30	100-10-6105		Office Supplies & Equipment			24.99		0.00	0	
	Desc:	Office Supplies & Equipment									
	31	100-10-6305		Building Repairs & Maintenan			124.20		0.00	0	
	Desc:	Building Repairs & Maintenance									
	32	100-30-6860		Computers/Software/Service			14.99		0.00	0	
	Desc:	Computers/Software/Services									
	33	100-30-6860		Computers/Software/Service			2.99		0.00	0	
	Desc:	Computers/Software/Services									
	34	600-00-6860		Computers/Software/Service			7.99		0.00	0	
	Desc:	Computers/Software/Services									
15319	806	Vadim Municipal Software	3	421986	Yes	2025	4	10/22/2024	10/22/2024		\$47.60
	Desc:	Subscription fees									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	200-00-6860		Computers/Software/Service		15.87	0.00	0			
	Desc:	Computers/Software/Services									
	2	600-00-6860		Computers/Software/Service		15.87	0.00	0			
	Desc:	Computers/Software/Services									
	3	602-00-6860		Computers/Software/Service		15.86	0.00	0			
	Desc:	Computers/Software/Services									
15320	777	Allegiant Law LLP	3	10828	Yes	2025	4	10/22/2024	10/22/2024		\$165.00
	Desc:	Legal fees									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	100-90-6220		Legal Fees		165.00	0.00	0			
	Desc:	Legal Fees									

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
15321	1043	Century West Engineering	3	248812	Yes	2025 4		10/22/2024	10/22/2024		\$1,980.00
		Desc: Engineering - East side lift									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	602-00-8400			Machinery & Equipment	1,980.00	0.00	0		
		Desc: Machinery & Equipment									
15322	1043	Century West Engineering	3	248841	Yes	2025 4		10/22/2024	10/22/2024		\$11,095.00
		Desc: Engineering - Patterson crk									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	200-00-8300			Improvements Other Than Bu	11,095.00	0.00	0		
		Desc: Improvements Other Than Buildings									
15323	526	Oregon Health Authority	3	Jepson 25-26 re	Yes	2025 4		10/22/2024	10/22/2024		\$195.00
		Desc: Renewal fee for Jepson cert									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	600-00-6410			Training	195.00	0.00	0		
		Desc: Training									
15325	39	Bay City Firefighters Asso	3	10/2024	Yes	2025 4		10/23/2024	10/23/2024		\$192.34
		Desc: Supplies									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-30-6350			Personal Protective Equipme	192.34	0.00	0		
		Desc: Personal Protective Equipment									
15326	120	Seawestern	3	INV36196	Yes	2025 4		10/23/2024	10/23/2024		\$359.60
		Desc: Supplies									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-30-6350			Personal Protective Equipme	359.60	0.00	0		
		Desc: Personal Protective Equipment									
15327	158	T & L Chemical Toilet Serv	3	37296	Yes	2025 4		10/23/2024	10/23/2024		\$250.00
		Desc: event rental									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-30-6410			Training	250.00	0.00	0		
		Desc: Training									
15329	1050	Hilda's Cleaning Services	3	1	Yes	2025 4		10/24/2024	10/24/2024		\$405.00
		Desc: Cleaning services									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6830			Janitorial Services	225.00	0.00	0		
		Desc: Janitorial Services									
		2	600-00-6830			Janitorial Services	60.00	0.00	0		
		Desc: Janitorial Services									
		3	601-00-6830			Janitorial Services	60.00	0.00	0		
		Desc: Janitorial Services									
		4	602-00-6830			Janitorial Services	60.00	0.00	0		
		Desc: Janitorial Services									
15330	1050	Hilda's Cleaning Services	3	00013	Yes	2025 4		10/24/2024	10/24/2024		\$225.00
		Desc: Cleaning services									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6830			Janitorial Services	225.00	0.00	0		
		Desc: Janitorial Services									
15331	106	Pollardwater.com	3	0272290	Yes	2025 4		10/24/2024	10/24/2024		\$86.43
		Desc: Supplies									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	601-00-6125			Shop Supplies & Small Tools	86.43	0.00	0		
		Desc: Shop Supplies & Small Tools									
15332	906	Cues, Inc.	3	Q-00559	Yes	2025 4		10/24/2024	10/24/2024		\$1,530.00
		Desc: Software									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category

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	1	602-00-6860		Computers/Software/Service			1,530.00		0.00	0	
		Desc: Computers/Software/Services									
15333	314	NCL of Wisconsin, Inc.	3	509734	Yes	2025	4	10/24/2024	10/24/2024		\$149.57
		Desc: Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	602-00-6135		Chemical/Lab Supplies			149.57	0.00	0		
		Desc: Chemical/Lab Supplies									
15334	648	State of Oregon	3	WQ25DOM-0881	Yes	2025	4	10/24/2024	11/30/2024		\$2,829.00
		Desc: Annual fee									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	602-00-6860		Computers/Software/Service			2,829.00	0.00	0		
		Desc: Computers/Software/Services									
15335	30	S-C Paving	3	6996	Yes	2025	4	10/24/2024	10/30/2024		\$1,119.99
		Desc: Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	200-00-6315		Street Repairs & Maintenanc			1,119.99	0.00	0		
		Desc: Street Repairs & Maintenance									
15336	1028	Coast To Coast Computer	3	A2719057	Yes	2025	4	10/24/2024	10/24/2024		\$429.96
		Desc: Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-10-6105		Office Supplies & Equipment			429.96	0.00	0		
		Desc: Office Supplies & Equipment									
15337	1	Oregon Department of Rev	3	PR1612	No	2025	4	10/15/2024	10/15/2024		\$66.66
		Desc: Payroll from 9/1/2024 to 9/30/2024									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-30-2030		Payroll Taxes Payable			66.66	0.00	0		
		Desc:									
15338	2	U.S. Department of the Tre	3	PR1612	No	2025	4	10/15/2024	10/15/2024		\$272.24
		Desc: Payroll from 9/1/2024 to 9/30/2024									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-30-2030		Payroll Taxes Payable			272.24	0.00	0		
		Desc:									
15339	189	Oregon PERS	3	PR1612	No	2025	4	10/15/2024	10/15/2024		\$18.81
		Desc: Payroll from 9/1/2024 to 9/30/2024									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-30-2040		Retirement Payable			18.81	0.00	0		
		Desc:									
15340	1023	Voya Financial	3	PR1612	No	2025	4	10/15/2024	10/15/2024		\$44.93
		Desc: Payroll from 9/1/2024 to 9/30/2024									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-30-2040		Retirement Payable			44.93	0.00	0		
		Desc:									
15341	1	Oregon Department of Rev	3	PR1618	No	2025	4	10/15/2024	10/15/2024		\$3,034.22
		Desc: Payroll from 10/1/2024 to 10/15/2024									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-00-2030		Payroll Taxes Payable			285.71	0.00	0		
		Desc:									
	2	100-10-2030		Payroll Taxes Payable			106.95	0.00	0		
		Desc:									
	3	100-30-2030		Payroll Taxes Payable			618.88	0.00	0		
		Desc:									
	4	100-50-2030		Payroll Taxes Payable			18.68	0.00	0		
		Desc:									

A/P Control Report

for user asystadmin from 2025-4 to 2025-4

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	5	200-00-2030		Payroll Taxes Payable			865.77		0.00	0	
		Desc:									
	6	600-00-2030		Payroll Taxes Payable			2,005.86		0.00	0	
		Desc:									
	7	601-00-2030		Payroll Taxes Payable			1,105.07		0.00	0	
		Desc:									
	8	602-00-2030		Payroll Taxes Payable			2,854.99		0.00	0	
		Desc:									
15350	5	Aflac	3	PR1621	No	2025	4	10/31/2024	10/31/2024		\$246.51
		Desc:		Payroll from 10/16/2024 to 10/31/2024							
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		100-00-2055			40.59	0.00	0		
		Desc:		Med/Life Insurance Payable							
		2		100-10-2055			8.97	0.00	0		
		Desc:		Med/Life Insurance Payable							
		3		100-30-2055			5.25	0.00	0		
		Desc:		Med/Life Insurance Payable							
		4		100-50-2055			0.64	0.00	0		
		Desc:		Med/Life Insurance Payable							
		5		200-00-2055			18.58	0.00	0		
		Desc:		Med/Life Insurance Payable							
		6		600-00-2055			54.07	0.00	0		
		Desc:		Med/Life Insurance Payable							
		7		601-00-2055			36.29	0.00	0		
		Desc:		Med/Life Insurance Payable							
		8		602-00-2055			82.12	0.00	0		
		Desc:		Med/Life Insurance Payable							
15351	98	CIS	3	PR1621	No	2025	4	10/31/2024	10/31/2024		\$12,055.70
		Desc:		Payroll from 10/16/2024 to 10/31/2024							
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		100-00-2030			174.23	0.00	0		
		Desc:		Payroll Taxes Payable							
		2		100-00-2055			1,264.35	0.00	0		
		Desc:		Med/Life Insurance Payable							
		3		100-10-2030			29.86	0.00	0		
		Desc:		Payroll Taxes Payable							
		4		100-10-2055			141.91	0.00	0		
		Desc:		Med/Life Insurance Payable							
		5		100-30-2030			252.14	0.00	0		
		Desc:		Payroll Taxes Payable							
		6		100-30-2055			1,460.98	0.00	0		
		Desc:		Med/Life Insurance Payable							
		7		100-50-2030			12.85	0.00	0		
		Desc:		Payroll Taxes Payable							
		8		100-50-2055			90.44	0.00	0		
		Desc:		Med/Life Insurance Payable							
		9		200-00-2030			136.51	0.00	0		
		Desc:		Payroll Taxes Payable							
		10		200-00-2055			1,034.62	0.00	0		
		Desc:		Med/Life Insurance Payable							
		11		600-00-2030			329.59	0.00	0		
		Desc:		Payroll Taxes Payable							
		12		600-00-2055			2,541.74	0.00	0		
		Desc:		Med/Life Insurance Payable							

A/P Control Report

for user asystadmin from 2025-4 to 2025-4

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	6	601-00-2040		Retirement Payable			177.00		0.00	0	
	Desc:										
	7	602-00-2040		Retirement Payable			206.50		0.00	0	
	Desc:										

Fund 100 Total	49,631.89	0.00
Fund 200 Total	21,483.01	0.00
Fund 600 Total	22,655.21	0.00
Fund 601 Total	32,538.08	0.00
Fund 602 Total	42,772.41	0.00
Grand Total	169,080.60	0.00

CITY OF BAY CITY

RESOLUTION NO. 2024-DRAFT

A RESOLUTION PROVIDING FOR REDUCTIONS IN SYSTEMS DEVELOPMENT CHARGES IN APPROVED ACCESSORY DEVELOPMENT UNITS

WHEREAS, the City Council of Bay City recognizes there is a need to explore multiple options to address the housing crisis; and

WHEREAS, the City Council of Bay City has evaluated the application of System Development Charges (SDCs) on Accessory Dwelling Units (ADUs); and

WHEREAS, the ADUs for water are set by resolution and adjusted annually. The current rates are contained in Resolution 2024-002; and

WHEREAS, the ADUs for sewer/wastewater are set by resolution and adjusted annually. The current rates are contained in Resolution 2024-003; and

WHEREAS, the City Council has provided opportunity for public comment as required under ORS 294.160.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bay City as follows:

SECTION 1 The City Council grants a _____ %/\$ reduction in water SDCs for ADUs created within the interior of an existing, permitted dwelling, in accordance with Bay City Municipal Code 10.10.080 B. No separate meter or plumbing is required of this type of ADU.

SECTION 2 The City Council grants a _____ %/\$ reduction in water SDCs for ADUs created in a portion of a detached accessory building, in accordance with Bay City Municipal Code 10.10.080 B. A separate meter and plumbing are required for this type of ADU.

SECTION 3 The City Council grants a _____ %/\$ reduction in water SDCs for ADUs created as a separate, detached unit, in accordance with Bay City Municipal Code 10.10.080 B. A separate meter and plumbing are required for this type of ADU.

SECTION 4 The City Council grants a _____ %/\$ reduction in sewer/wastewater SDCs for ADUs created within the interior of an existing, permitted dwelling, in accordance with Bay City Municipal Code 10.10.080 B. No separate meter or plumbing is required of this type of ADU.

SECTION 5 The City Council grants a _____ %/\$ reduction in sewer/wastewater SDCs for ADUs created in a portion of a detached accessory building, in accordance with Bay City Municipal Code 10.10.080 B. A separate meter and plumbing are required for this type of ADU.

SECTION 6 The City Council grants a _____ %/\$ reduction in sewer/wastewater SDCs for ADUs created as a separate, detached unit, in accordance with Bay City Municipal Code 10.10.080 B. A separate meter and plumbing are required for this type of ADU.

SECTION 7 SDC payments are required at the time permits are submitted for the ADU.

SECTION 8 Before occupancy permits are issued, the property owner must record a deed restriction in which the ADU may not be separated from the taxlot of the main dwelling. If such a separation is requested, the difference in SDC fees (water and sewer) must be paid in full, according to the current rates, before an occupancy permit is granted.

SECTION 9 Effective Date. This resolution shall take effect thirty (30) days following its adoption.

SECTION 10 Periodic Review. This resolution shall be reviewed no less frequently than every five years following its adoption.

ADOPTED by the City Council of Bay City and APPROVED by the Mayor of Bay City this 10th day of December, 2024.

Liane Welch, Mayor

ATTEST:

Lindsey Gann, City Recorder



City of Bay City

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TDD 7-1-1
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Notice of Intent to Award

The City of Bay City issued a Request for Qualifications for Engineering/Architectural Services for the Seismic Rehabilitation of Fire Station 41.

As reported by staff:

- The RFQ was published in the Daily Journal of Commerce on August 14, 2024, posted in three (3) places in Bay City, as well as on the City's website.
- Nineteen (19) requests for bid documents were received and distributed.
- Two addendum were issued, and sent to each plan holder via email.
- Three (3) proposals were received and evaluated.

Notice is hereby given, based on a review of the proposals received in response to the responses received to the references Request for Qualifications and the scoring results from the City's evaluation committee, the City of Bay City intends to award the contract for this service to

WRK Engineers

A proposer may submit a formal written protest of this Notice Intent to Award within seven (7) calendar days of the date of this notice. The written protest must specify the grounds upon which the protest is based. For the protest to be considered valid, it must show that the protesting party is an adversely affected or aggrieved bidder as described in OAR 137-048-0240. Such protest must be submitted to the City Recorder, Lindsey Gann, PO Box 3309, 5525 B Street, Bay City, OR 97107. Any protest received after this deadline will not be considered.

ADOPTED by the City Council of the City of Bay City and APPROVED by the Mayor of Bay City this 5th day of November 2024.

Liane Welch, Mayor

ATTEST:

Lindsey Gann, City Recorder

This institution is an equal opportunity provider and employer. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the base of race, color, national origin, religion, sex, age, disability, or familial status.

**CITY OF BAY CITY
RESOLUTION 2024-021**

A RESOLUTION DEDICATING
CITY PROPERTY AT 9380 THIRD STREET, BAY CITY, OR 97107, LEGALLY DESCRIBED
AS 1N1034DC TAX LOT 2900, IN THE NORTH HIGH INTENSITY (NHI) ZONE, AS A
PARK

WHEREAS, the City of Bay City recognizes the importance of parks and recreation to the quality of life of the residents of Bay City, Oregon;

WHEREAS, the need to provide quality park and recreation services for residents is recognized;

WHEREAS, the importance of sound planning in order to effectively meet the park and recreation needs of its citizens is understood;

WHEREAS, the City Comprehensive Plan Goal VI, identifies that City ‘Provide Recreation Opportunities for Townspeople and Visitors, and ‘Protect the Open Space and Unique Areas of the City, with Policy 7, stating that ‘other City owned properties, such as ‘Property between 101 and 3rd Street, B Street and Hayes Oyster Drive, could be used as recreational space for public gatherings;

WHEREAS, Bay City intends to utilize this area, mentioned above, and allow it to be maintained as a Welcome Garden with the plans approved with Conditional Use Permit #CU-2024-02, with a fenced area including non-motorized walking trails, planted areas, a pergola, seating, art, banners and site access and an off-street parking area.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Bay City supports the establishment of a Welcome Garden, to be developed and used upon adoption by this body as its official plan for this area, to guide the provision of park and recreational services in our community, at 9320 and 9380 Third Street, Bay City, OR 97107, legally described as 1N1034DC Tax Lot 2900, in the North High Intensity (NHI) Zone, and herewith dedicates this lot as a city park.

ADOPTED by the City Council of Bay City and APPROVED by the Mayor of Bay City this 5th day of November, 2024.

Liane Welch, City Mayor

Attest:

Lindsey Gann, City Recorder

Legal Description:

Lots 6 & 7, Block 6, W. S. Cone and Company's Addition to Bay City

After Recording Return To:

City of Bay City
PO Box 3309
Bay City, OR 97107

**Until a Change is Requested, Tax
Statements Shall Be Sent to the Following Address:**

No Change

RIGHT-OF-WAY DEDICATION

Subject Property

City of Bay City (Grantor) does own in fee simple and hereby dedicates to the City of Bay City in trust as a holder of the public right (Grantee) a perpetual right-of-way for street, road, pedestrian, and utility purposes on, over, across, under, along, and within real property (Property) located within the City of Bay City, Tillamook County, Oregon, as described within the legal description set forth on Exhibit A, and as shown on the map attached as Exhibit B (Right-of-Way Area). Exhibits A and B are attached hereto and incorporated herein by this reference.

Consideration

True and actual consideration for this conveyance is for other than money, specifically for public transportation and utility access, the receipt and sufficiency thereof is hereby acknowledged by Grantor.

Rights, Restrictions, and Obligations

Grantee shall have the right to open, construct, improve, and maintain roads and streets of its design upon Property and shall have the right to place or permit to be placed streets, sidewalks, sewers, utilities, cables, pipes, and all such other public improvements as Grantee shall deem necessary and convenient upon, above, or below the surface of the Property. Nothing in this dedication or elsewhere shall be construed as requiring Grantee to install any street improvement or utility in the future.

Grantor and Grantee intend that this dedication shall bind Grantor, its heirs, successors and assigns. This right-of-way will not be considered abandoned until Grantee has declared the right-of-way abandoned and no longer in use by Grantee, and undertaken vacation procedures as set forth in ORS 271.080, *et seq.*



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

AKS Job #8605-08

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

EXHIBIT A

Description

A tract of land located in the Southwest One-Quarter of Section 35, Township 1 North, Range 10 West, Willamette Meridian, City of Bay City, Tillamook County, Oregon, and being more particularly described as follows:

Beginning at the west one-sixteenth corner on the south line of said Section 35, also being on the north right-of-way line of Baseline Road (30.00 feet in width); thence along said north right-of-way line, North 89°49'23" West 1.23 feet to the east right-of-way line of 14th Street (30.00 feet from centerline); thence along said east right-of-way line, North 00°02'18" East 749.99 feet; thence continuing along said east right-of-way line and the northerly extension thereof, North 00°00'56" West 289.82 feet to a point on the westerly line of Instrument Number 2006-008474, Tillamook County Deed Records; thence along said westerly line, South 89°45'28" East 18.48 feet to the west line of the George Webber Donation Land Claim (D.L.C.) No. 38; thence along said west D.L.C. No. 38 line, South 00°58'25" West 1039.88 feet to the Point of Beginning.

The above described tract of land contains 10,146 square feet, more or less.

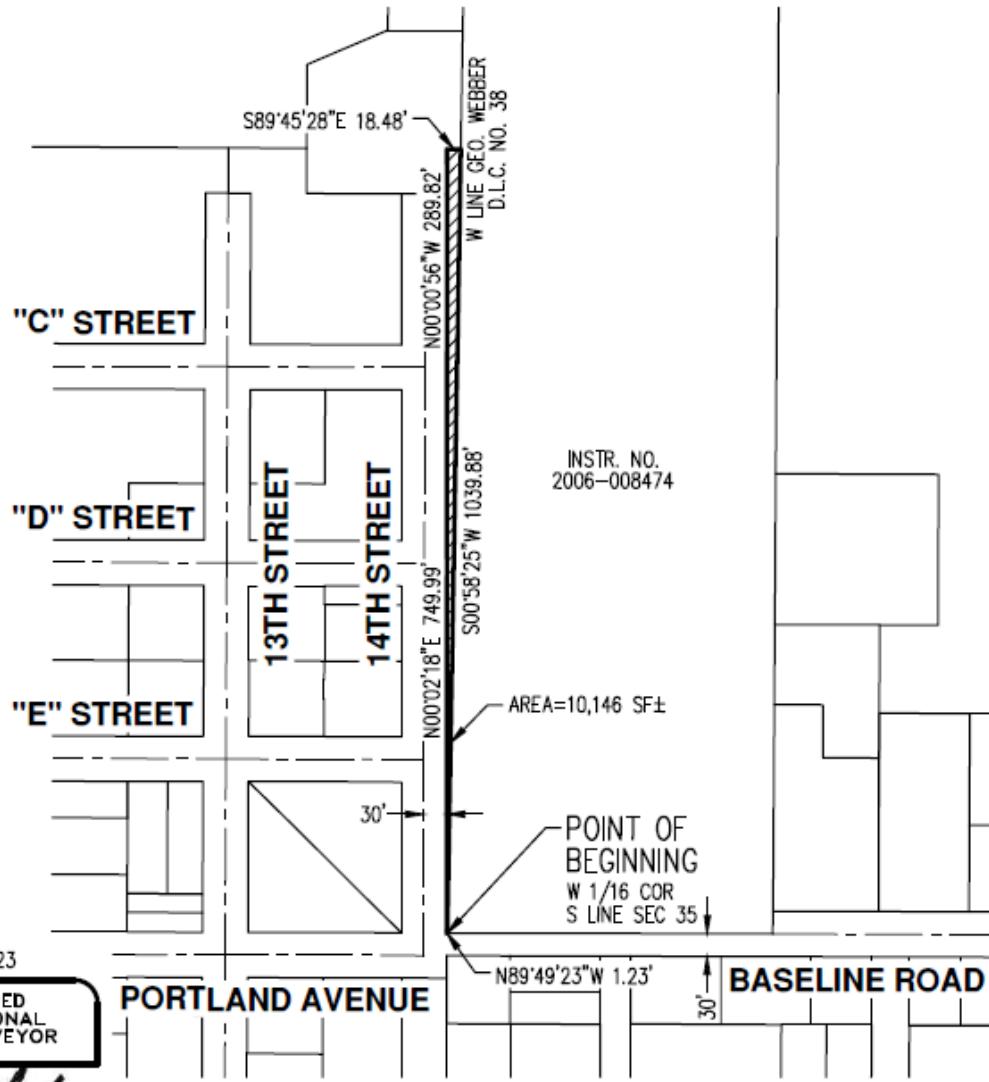
The Basis of Bearings for this description are based on the Oregon Coordinate Reference System (OCRS), Oregon Coast Zone, NAD83(2011) Epoch: 2010.00.

12/7/2023



EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35,
TOWNSHIP 1 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN,
CITY OF BAY CITY, TILLAMOOK COUNTY, OREGON



12/7/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Nick White
OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWS: 6/30/24

PREPARED FOR
CITY OF BAY CITY
5525 B STREET
BAY CITY, OR 97107

SCALE: 1" = 200 FEET
200 0 40 100 200



AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



DESCRIPTION MAP

TL 01N10W35 00900	
DRWN: WCB	CHKD: NSW
AKS JOB: 8605-08	EXHIBIT B

**CITY OF BAY CITY
RESOLUTION NO. 2024-022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAY CITY CREATING A
TEMPORARY MORATORIUM FOR DEVELOPMENT IN THE SPECIAL FLOOD HAZARD AREAS

THE CITY OF BAY CITY RESOLVES AS FOLLOWS:

Whereas, on July 15, 2024, FEMA issued the Pre-Implementation Compliance Measures (PICM) for the National Flood Insurance Program (NFIP) participating communities in Oregon to ensure the continued existence of threatened or endangered species in Compliance with the Endangered Species Act (ESA); and

Whereas, the changes are intended to protect endangered and threatened species and habitat by requiring "no net loss" of habitat functions. Those functions are:

- Flood storage (impacts from placing fill in the Special Flood Hazard Area (SFHA));
 - Water quality (impacts from adding new impervious surface in the SFHA that creates pollutant runoff);
 - Riparian habitat (impacts from removing vegetation near rivers and streams);
- and

Whereas, Bay City was notified by FEMA that it must choose and implement one of three Pre-Implementation Compliance Measures (PICM) options are:

1. Prohibit all new development within the SFHA;
2. Adopt a model ordinance that incorporates the requirements of the Endangered Species Act (ESA) into the County's floodplain code;
3. Require applicants on a permit-by-permit basis to prepare a Habitat Assessment to verify that no net loss of floodplain functions will occur as part of their proposed development; and

Whereas, on August 13/14, 2024, the guide for creating habitat assessments and the model ordinance were released by FEMA; and

Whereas, by December 1, 2024, jurisdictions must choose and implement a Pre-Compliance Implementation Measure (PICM); and

Whereas, if a community does not choose and implement a PICM by December 1, 2024, it will be required to default to PICM #3 - permit-by-permit habitat assessment; and

Whereas, presentations on these options were given to City Council on September 9 and 10, 2024, Planning Commission on September 18, 2024, and at a special Town Hall meeting on September 28, 2024, in an effort to inform the community and solicit public feedback; and

Whereas, at the October 8th City Council Meeting, the City Council instructed staff to prepare documentation to implement PICM #2 to take the model ordinance adoption through the proper notice and hearing process; and

Whereas, it is necessary to implement a temporary moratorium, PICM #1, on all new development within the SFHA from December 1, 2024 until the model ordinance adoption has been completed; and

Whereas notice was sent to affected property owners in the SFHA, and the State DLCD on October 17, 2024, to notify the property owners and State of the City's decision; and

Whereas, the temporary moratorium is sufficiently limited to ensure that proper notice and public hearings are provided for the general public and those affected, and development in the SFHA is not unreasonably restricted by the adoption of the temporary moratorium; and

Whereas, Bay City has determined that the challenges which would be caused by failure to impose a temporary moratorium outweighs the overall impact of the moratorium on affected property owners; and

Whereas, Bay City has determined that sufficient resources are available and a sufficient time period is available to complete the implementation of the model codes, regulations or procedures within the period of effectiveness of the moratorium.

Now, therefore, a temporary moratorium shall be enacted for development in the Special Flood Hazard Area (SFHA) on December 1, 2024, until March 31, 2025:

ADOPTED by the City Council of the City of Bay City and APPROVED by the Mayor of Bay City this 5th day of November 2024.

City staff is instructed and authorized by the City Council of the City of Bay City to inform FEMA of these actions.

Liane Welch, Mayor

ATTEST:

Lindsey Gann, City Recorder



City of Bay City

PO Box 3309
Bay City, OR 97107
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Memo to City Council

RE: R-Sanitary Service and Recycling services

From: David McCall, City Manager

Background

The City granted an exclusive franchise agreement (Ordinance No. 698) with R-Sanitary Service through June 1, 2027. This franchise agreement covers both trash and recycling within the city limits of Bay City.

The following post was made on Facebook on October 20, 2024:



R-Sanitary Service

October 20 at 1:13 PM · 🌐



Dear valued customers and our local community!

R-Sanitary has made the decision to close all of our recycling depots starting nov 1st 2024!

We have used this method of recycling for over 30 years. As the towns grow and the community has adopted the idea of recycling more, this method just doesn't work anymore!

Starting January 6th 2025, we will be operating a curbside recycling route!

We have purchased a truck and cans and are starting the process of reserving service for the beginning of the year!

While we are closing the shacks in preparation of the new routes, you can take your recycling to the tillamook and manzanita transfer stations.

We look forward to making the recycling experience easier and more accountable individually.

Please call in and add your name to the list and we will deliver recycling cans mid December!

Thank you

According to Section 8 of the franchise agreement, rates for the services provided by R-Sanitary Service must be approved by the City through a resolution. Rates were last approved in Resolution No. 2023-029, approved December 12, 2023. The rates approved were only for trash services. No rates were approved for recycling services, which the Franchisee intends to offer, beginning in January 2025.

When considering rates, the following considerations may be considered:

This institution is an equal opportunity provider and employer. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the base of race, color, national origin, religion, sex, age, disability, or familial status.



THE PEARL OF TILLAMOOK BAY

City of Bay City

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- A. The cost of performing the service to be provided by the Franchisee.
- B. The anticipated increase in the cost of providing this service.
- C. The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances and regulations; or technological change.
- D. The investment of the Franchisee and the value of the business and the necessity that the Franchisee has a reasonable rate of return.
- E. The rates charged in other cities of similar size in the area for similar service.
- F. The public interest in assuring reasonable rates to enable the Franchisee to provide efficient and beneficial service to the residence and other users of the service.
- G. The local wage scale, cost of management facilities and landfill and dumping fees or charges and the price of gasoline.
- H. Any profit or cost savings resulting from recycling, and any additional costs resulting from recycling.
- I. Any other information necessary for rate review.

The attached letter was received on October 28, 2024.

Additional information

Work has been going on for years to enable the provision of a curbside recycling service that would service our residents. In 2021 the Legislature passed Senate Bill 582, also known as the Recycling Modernization Act. This act put into motion various changes to the recycling system, including the requirement for manufacturers (through a so-called Producer Responsibility Organization, or PRO) to provide for “new expansion of on-route collection for residents and businesses ... for covered recycling products,” (collection trucks, carts, etc.) and also cover the costs to transport and process those materials. (Local collection costs are borne by the local jurisdiction.)

We communicated our desire to participate in the on-time improvements through the RMA and enable curbside recycling in Bay City for all residents. The PRO has been talking regularly with the County, and we have responded when requested. We have told R-Sanitary Service’s representatives that we would like to do everything possible to make sure they can take advantage of the funding opportunities provided through the RMA.

The RMA also introduces a statewide standard recycling list effective July 1, 2025. (See attached list)

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The proposal from R-Sanitary Service does not include any funding from the RMA/PRO. In the first year, the costs of a truck and carts they budget are \$83,500, which is 57% of their total costs. (These costs are so low, since it is not for new equipment, but a repurposed truck.) In any case, it is standard practice when budgeting to budget for trucks and carts not at their procurement cost, but at a linear 5- or 7-year depreciation value for trucks and 10-year for carts. This adjustment would change their calculations and result in a 7% return on revenue. (The County allows 8-12% ROI, whereas the City does not specify an allowable ROI.)

If those costs (truck purchase, cart purchase, commingle fee) were borne by the PRO, as should be the case from July 1, 2025, will the \$11 proposed fee drop, and by how much? Perhaps 10-30%?

Is it advisable to proceed with this additional service at this time, or would it be in the public interest to wait until the RMA comes into effect on 7/1/25?

If City Council does allow this service (and charges) at this time, it would be advisable to require that the materials collected be consistent with the new RMA list. (I spoke with Aaron Averill, and he does not see any issues with the introduction of the expanded list at this time, in advance of the 7/1/25 required deadline.)

Depending on the City Council's decision, we will prepare a Resolution accordingly for adoption at the December City Council meeting.



R-Sanitary service is asking for the approval of curbside recycling route and rates.

Service will begin January 6th 2025.

Service will be every 2nd and 4th week and service will be on the same day as your garbage pickup.

Carts will be 96 gallon in size and only be available for roadside service.

The cost of curbside recycling will be \$11.00 a month for residential service.

The cost of business cardboard service will be \$38.00 a month for weekly 2yard service.

If approved we will be sending out a mass letter to all our customers informing them of the new service and all the opportunitys they have to recycle.

Below is a small breakdown of what it will cost us for the first year to start this service.

Purchase of truck	\$46,500
Purchase of carts	$\$74.00 \times 500 = \$37,000$
Salary for employee	\$45,000
Insurance for the year	\$3,000
Fuel per month	$\$450 \times 12 = \5400
Yearly average truck maintenance	\$10,000
Commingle dump fee	\$18.00 a ton
Year 1 cost of service	\$146,900 + dump fee

Projected 1st year revenue with 500 customers

Residential customers	$500 \times \$11.00 = \$5,500 \times 12 = \$66,000$
Commercial cardboard	$35 \times \$38.00 = \$1,330 \times 12 = \$15,960$

With those projected numbers would give us a revenue of \$81,960, and a year profit loss of \$64,960.

That number seems drastic, but it always costs a little more to get something going up front. After year one we would have less initial costs and that number would be a lot less.

Year 2 projections

Labor	\$45,000
-------	----------

Fuel	$\$450 \times 12 = \$5,400$
Insurance	$\$3,000$
Dump fee	$\$18.00$ a ton
Truck maintenance	$\$10,000$
Carts	$\$74.00 \times 100 = \$7,400$
Total projected cost	$\$70,800$
Year 2 projected revenue	
Residential curbside	$\$11.00 \times 600 = \$6,600 \times 12 = \$79,200$
Commercial cardboard	$\$38.00 \times 40 = \$1,520 \times 12 = \$18,240$
Total projected	$\$97,440$
Total projected profit	$\$26,640$



Oregon Adopted Recycling Acceptance Lists

Updated January 2024



Beginning July 2025, all Oregon community members and businesses throughout the state can recycle a consistent set of materials. The Oregon Environmental Quality Commission adopted the following recycling acceptance lists on Nov. 16, 2023. These lists may change over time. For example, producer responsibility organizations may propose to add materials to the Uniform Statewide Collection List in their program plans.

Local government acceptance lists

DEQ requires local governments to collect the following materials under their Opportunity to Recycle obligations in the modernized system.


Uniform Statewide Collection List

To be collected at depots and on-route collection, and suitable for commingled collection:

<p>Corrugated cardboard (uncoated and recycle-compatible coated; clean pizza boxes OK)</p> 	<p>All kraft paper (brown paper bags, mailers)</p> 
<p>Paperboard packaging (e.g., cereal, cracker and medicine boxes)</p> 	<p>Molded pulp packaging (e.g., egg cartons, but not food serveware or flower pots)</p> 
<p>Polycoated cartons (e.g., milk cartons), aseptic cartons.</p> 	<p>Tissue paper used as packaging (not facial or sanitary tissue)</p> 
<p>Non-metalized gift wrap (no ribbons or bows)</p> 	<p>High-grade office paper (e.g., white and colored ledger)</p> 



<p>Newspaper/newsprint</p> 	<p>Magazines, catalogs and similar glossy paper</p> 
<p>Telephone directories</p> 	<p>Other printing and writing paper (e.g., envelopes, "junk mail", cards)</p> 
<p>Paperback books</p> 	<p>Aluminum food and beverage cans</p> 
<p>Steel cans, including empty/dry paint cans</p> 	<p>Scrap metal less than 10 pounds in weight and 18 inches in length; excluding sharp items and "tangles" (e.g., bicycle chains, wire)</p> 
<p>Plastic tubs (e.g., cottage cheese) larger than 2 inches in two dimensions. made of PET (#1), HDPE (#2), or polypropylene (#5)</p> 	<p>Plastic bottles larger than 2 inches in two dimensions, made of clear PET (#1), natural or colored HDPE (#2) or clear or colored polypropylene (#5) (caps OK if screwed on)</p> 
<p>Plastic buckets, pails, storage containers and other bulky HDPE (#2) or polypropylene (#5) plastic packaging that fit loosely in the provided on-route collection container</p> 	<p>Nursery (plant) packaging: HDPE (#2) and PP (#5) only</p> 

Only at depots and collected segregated from other materials (not commingled):

<p>Motor oil</p> 	<p>Scrap metal including large appliances and other items not on the Uniform Statewide Collection List</p> 
----------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------







Metro region only:

This fact sheet refers to mandates in rule only. Local governments outside the Metro region may collect glass and yard debris on-route without a regulatory requirement.

<p>Glass packaging (bottles, jars): non-residential on-route only</p>	
<p>Yard debris</p>	

PRO acceptance list

DEQ requires producer responsibility organizations to provide for the recycling of the following materials:

<p>Steel and aluminum aerosol packaging</p> 	<p>Single-use liquid fuel canisters and other pressurized cylinders</p> 
<p>Aluminum foil and pressed foil products</p> 	<p>Glass packaging (e.g., bottles and jars)</p> 
<p>Shredded paper</p> 	<p>Polyethylene film</p> 

<p>Plastic buckets and other bulky HDPE (#2) or polypropylene (#5) packaging</p> 	<p>HDPE package handles (such as 6-pack handles)</p> 
<p>Polyethylene and polypropylene lids</p> 	<p>Block white expanded polystyrene</p> 

Translation or other formats

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)

800-452-4011 | TTY: 711 | deqinfo@deq.oregon.gov

Non-discrimination statement

DEQ does not discriminate on the basis of race, color, national origin, disability, age or sex in administration of its programs or activities. Visit DEQ's [Civil Rights and Environmental Justice page](#).



THE PEARL OF TILLAMOOK BAY

Date: November 4, 2024

Memo to: City of Bay City Council

From: Jacquelyn Puett, TLT Committee Staff Liaison

RE: Transient Lodging Tax (TLT) Grant Applications - 3rd Quarter 2024

On Thursday, October 24, 2024, the TLT Committee members met together with TLT grant applicants to review and make recommendations on the following projects.

- 1) Bay City Emergency Volunteers (BCEV) Application
 - a. Watt Family Park BCEV Container – Emergency Supplies - \$10,000
TLT Committee members recommended full funding of the project.

- 2) Bay City Booster Club Application
 - a. Bay City Welcome Plaza – Hayes Oyster Drive/3rd Street - \$30,000
TLT Committee members recommended full funding of the project.

A TLT Committee member and City Councilor Kathy Baker, TLT Council Liaison, will be available at the meeting to answer questions and provide additional information.

Attachments

- a. BCEV TLT Grant Application dated 9/30/2024
- b. Bay City Booster Club TLT Grant Application dated 9/30/2024

TLT GRANT APPLICATION

Date Submitted: 9/30/2024

Name of Project: BAY CITY WELCOME PLAZA

Location of Project: HAYES OYSTER DRIVE AND THIRD STREET, BAY CITY

Funding Amount Requested: \$30,000.00 Project Total Cost: \$38,355.50

Applicant Name (person): PENNY EBERLE

Name of Organization: BAY CITY BOOSTER CLUB

Relationship of Applicant to Organization: SECRETARY

Phone Number: 503-801-7990

Email Address: hrhpenny57@hotmail.com Website: _____

Describe your project (500 words or less using a size 12 font):

Please see attached

Explain how your project will increase tourism/tourism activity in the City of Bay City, as described in the program overview and objective(500 words or less using a size 12 font):

Please see attached

How do you propose measuring the increased tourism activity brought about by this project? (500 words or less using a size 12 font):

Please see attached

Please provide information as to the funding sources for the remaining 25% of the project and the amount of funds committed to the project from each funding source (500 words or less using a size 12 font):

Please see attached

Additional Comments (500 words or less using a size 12 font):

Please see attached

Applicant's Signature: Penny Ebert

Signature/Title/Organization of all Confirmed Partners: N/A

REVIEW: Your application/project will be evaluated and weighed by the Bay City TLT Committee against other proposals utilizing the below Review Sheet below and specified criteria. The Committee will also consider proposals within the context of the program's Overview, Objectives, and Eligibility requirements. All projects selected for funding must comply with the program's Terms & Conditions, Guidelines, and Dates & Timelines.

Reviewer:

Date:

Reviewer Instructions: *Please evaluate each application using the outlined criteria and point distribution. Also, please consider them within the context of the program's Overview, Objectives, and Eligibility standards as provided. All projects selected for funding must comply with the Terms & Conditions, Guidelines, and Dates & Timelines of this program.*

Applicant:

Project:

(circle

one) Can this project reasonably be accomplished within the program's timeline (enter date)? *Y / N*

Does this project align with established tourism goals and/or plans? *Y / N*

Does this project fit within the program's Overview, Objectives, and Eligibility standards? *Y / N*

MAX POINTS	Evaluation Criteria	Evaluators		Notes	Post Discussion Revised Score	
		Initial Score				
20	Likelihood of attracting visitors from outside the City					
20	Compatible with City priorities and guidelines					
15	Includes/involves multiple community/tourism partners					
15	Leverages additional dollars and/or community resources					
15	Project is self-sustaining, has growth potential, or is capacity					
15	Project has measurable or attainable increased tourism for the City					
100	Evaluator's Initial Scoring Total: _____		Post Discussion Scoring Total: _____			

AGREEMENT: If your project is approved for funding, you will be required to sign the following agreement before funds will be disbursed to you. Applicants who receive funds are solely responsible for them, as well as for the timely execution of the project as detailed in the application. Recipients of funds are required to submit Mid-Year Progress and Year-End Reports on their projects and for providing copies of invoices and receipts.

Agreement to Receive/Use Bay City TLT Committee Grant Funds

The undersigned agrees to all terms & conditions, guidelines, dates & timelines, and criteria as outlined and referenced in the **Application Packet**.

The undersigned assumes all responsibility for the funds they are to receive, and for completing the project in a timely manner as outlined in the application that was submitted.

The undersigned agrees to provide the reports as called for in the programs Terms & Conditions and to provide copies of receipts and invoices for work done on their project.

Name: PENNY EBERLE Title: SECRETARY

Organization: BAY CITY BOOSTER CLUB

Address: P.O. BOX 3423 BAY CITY, OREGON 97107

Project: BAY CITY WELCOME PLAZA

Signature: Penny Eberle

Email: hrhpenny57@hotmail.com Phone: 503-801-7990

TLT Grant Application

Bay City Booster Club

Describe your project:

The vision of this Bay City Booster Club Project is to transform an unused and unsightly piece of land at the northern entrance to the city of Bay City, into an attractive and welcoming space. We have named this project as the Welcome Plaza.

The land is located on the east side of Highway 101, bordered by Hayes Oyster Drive and Third Street. It is directly across the street from the west side of city hall.

Visualize driving from the south on Highway 101. The storage units, Tillamook Country Smoker and several businesses lining the highway, are all well landscaped and attractive, until you arrive at the northern entrance to Bay City. Coming from the north, the land proposed for this project is one of the first visuals of our town that greets motorists.

We plan on changing that vision, from an unloved weed patch, into an attractive welcoming area, one that highlights the on-going pride in the community. Our goal is to create a “welcome plaza”, which will feature mounded areas planted with trees, shrubs and colorful plants intertwined with pathways and areas for picnic tables, a pergola and benches. Interpretive signage will feature important historical information, pioneer families and native peoples, embracing the social and cultural aspects of the community. Bright colorful banners will be placed to entice travelers, to welcome them in and to stop for a respite. The area will also serve as a place for those using the adjacent RV dump station a nice spot for a picnic and leg stretching before they get back on the road.

There will be parking on site, included a disabled parking space and a bicycle rack. Although designed for day-use, we will install solar lighting for safety and security.

We envision this space as not only improving the entrance to town but hope that it draws people to stop and rest and explore the area. Special local events, such as the annual Pearl Festival, will also benefit from this area.

We have received unanimous approval from both the Bay City city council and the Bay City Planning Commission for this project.

Explain how your project will increase tourism/tourism activity in the city of Bay City, as described in the program overview and objective:

The establishment of this highly visible and attractive area, will create a place for the curious traveler to want to stop and explore. The central location will give people easy access to many Bay City restaurants, businesses, the Art's Center, Kilchis Point Reserve and the walking trails to the bay, Twin Ranch rail riders and other amenities, which will in turn benefit the local economy.

As a day use area, visitors will be able to park their vehicle and walk, if they choose, to have a meal, visit the city park and children's play area, utilize the tennis and pickle ball courts and the skateboard park. They can also visit the library to use the computers and discover all the historical photos inside and gather more local information. They could also attend a music performance at the Art's Center or attend a class.

The landscape within the plaza will be ecologically planted, low maintenance and sustainable, using many native species along with other shrubs and trees that are suited to our coastal weather conditions and will showcase some of the natural resources of our area. It will provide year- round interest with educational signage and plant labels. Working in partnership with the Art's Centre, and local artists, there will be sculpture, stone carvings and whimsical art placed within the garden areas.

The hope is to appeal to as many people as possible, those interested in history, activities, plants, art, our land of many waters and our town.

How do you propose measuring the increased tourism activity brought about by this project:

We plan to install a sign-in book at the entry informational kiosk, which we would encourage visitors to log in to. (Similar to the one in use at Kilchis Point Reserve).

We also plan for one of our volunteers to be stationed there one Saturday each month at noon to do a head count.

Using the information from both these sources, we will be able to compile an annual report to submit to the city staff.

Please provide information as to the funding sources for the remaining 25% of the project and the amount of funds committed to the project from each funding source:

The Bay City Beautification committee, has pledged 150 hours of volunteer time (at \$32.37 per hour) for a total of \$4,855.50, this will consist of shaping planting areas, installing the fence, planting, raking gravel. In kind tractor work of \$500.00, for drilling holes for fence post and holes for trees. An arborist donation of \$1,000 to aid in selecting appropriate trees and shrubs for the area and plant donations of \$2,000, these will be plants from members gardens that they have been nurturing for this project, which will also give people a sense of ongoing community pride while cutting some costs. This is a total of in-kind funds of \$8,355.50. We also have several private donors who have to date pledged \$500. We will be seeking further private monies for bench sponsorship and memorial trees.

Additional comments:

We plan to complete the project in stages.

The first area will be a 100 foot x 10 foot area, opposite the west side of city hall. Clearing of weeds, then river rock will be installed to mirror the landscape area beneath the city hall mural. A split rail fence will be installed behind the rock area to define the space.

The second stage will be clearing of the main area, scraping off all the old gravel and asphalt, leveling the ground and then fresh gravel will be laid in the parking areas and to define the walkways in the main space. Parking stops will be placed at each parking space. There is already water on site, and will be accessed to 2 standing faucets, which will then be used for a drip system for watering. Soil will be brought in, and mounded planting beds will be installed.

Planting, installing benches, the pergola, flags and the interpretive signage will be completed in the final stage. We hope to have this completed by June 2025.

9/25/2024

Bay City TLT Committee

Bay City Booster Club

Welcome Plaza Budget

Funds from TLT grant to be used as follows:

Land clearance and excavation,

Removal of existing surface, 4-6 inches.

Hauling of gravel, creating parking areas and gravel pathways.

Purchase and delivery of river rock.

Trenching for water spigot.

Placement and shaping of planting berms.

Purchase of gravel and planting soil

Purchase of split rail fencing, tractor to drill fence post holes, concrete for post installation.

Purchase of trees and shrubs.

Purchase of benches and flags.

Total cost \$30,000

Funding sources for Booster Club 25% contribution:

150 volunteer hours (@ \$32.37 per hour) \$4,855.50 in kind contribution.

In kind tractor use \$500.

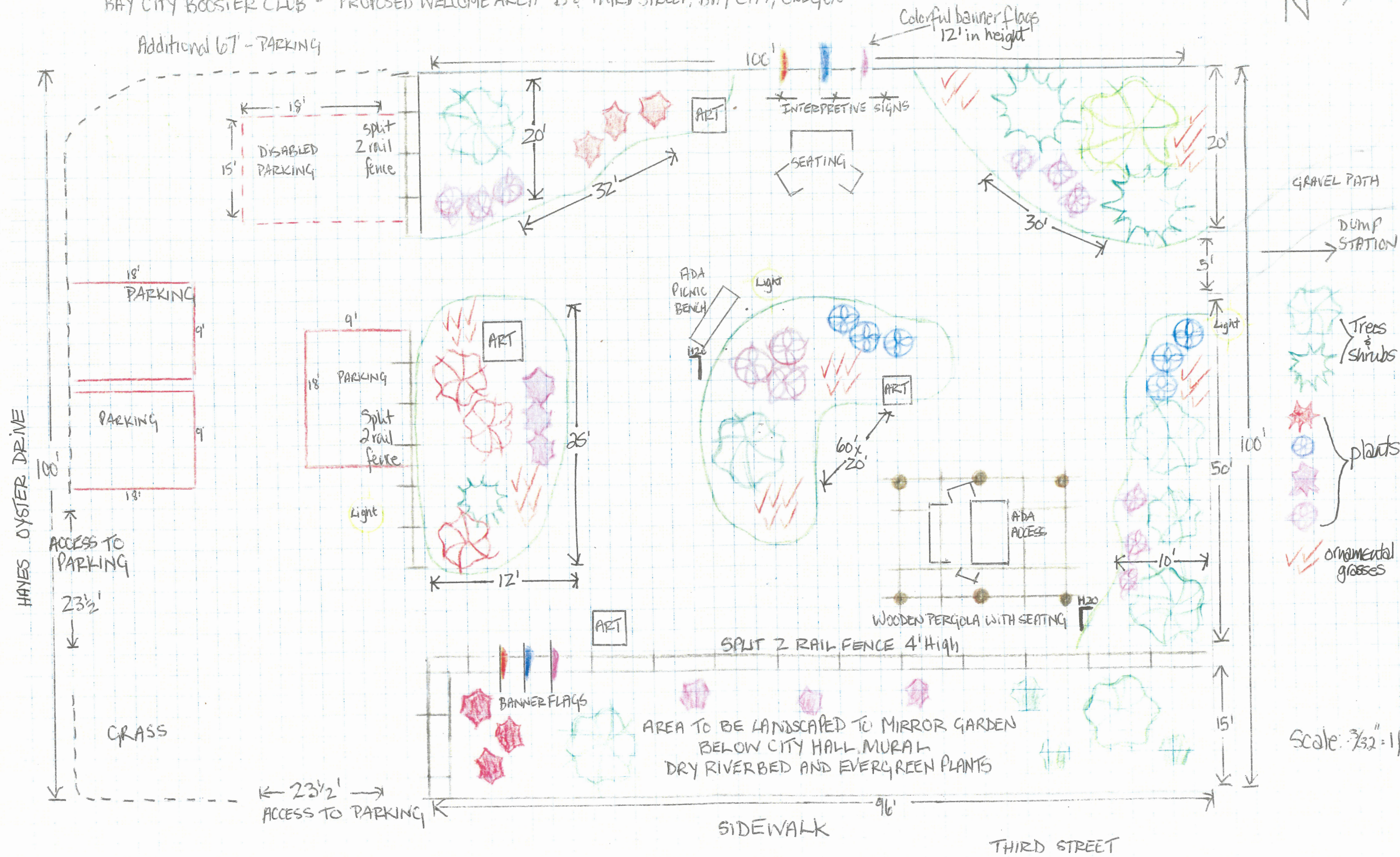
Arborist consultation for appropriate tree and shrub selection \$1,000.

Plant donations \$2,000.

Total funds committed to project from Bay City Booster Club \$8,355.50

Total budget costs \$38,355.50

BAY CITY BOOSTER CLUB - PROPOSED WELCOME AREA @ THIRD STREET, BAY CITY, OREGON



Patricia K. Papineau
PO Box 3192
Bay City, OR 97107
Patpapineau2021@gmail.com

Support for Bay City Beautification Project

September 16, 2024

Dear Interested Parties,

I am writing this letter in support of the Beautification Project being proposed for the area around 3rd Street and Hayes in Bay City, Oregon. As a proud member of the community, I believe that this project, supported by the local Booster Club, will be a great step toward *enhancing the welcoming atmosphere of our town for both residents and visitors alike*. The beautification of this key area, which serves as an entry point to our city, is vital in creating a positive first impression for those passing through or visiting. Improving the visual appeal through landscaping, artwork, and other aesthetic enhancements will make 3rd Street and Hayes a more inviting space, encouraging tourists to explore more of what our town has to offer.

Not only will this project serve to beautify the neighborhood, but it will also foster a stronger sense of community pride and engagement. The Booster Club's involvement, and rich 100-year history, shows that our town's residents are invested in making Bay City an even more attractive and vibrant place. I believe that such efforts will encourage visitors to return and further stimulate local businesses, which benefit from increased tourism. I wholeheartedly support the Booster Club's efforts to make this project a reality and encourage you to give it your full consideration. Together, we can make Bay City an even more welcoming and beautiful place to live and visit.

Thank you for your time and attention to this matter.

Sincerely,

Patricia K. Papineau

Nicola & RA Meeks
6275 Main Street
Bay City, OR 97107

Tel.: (605)645-0975
nicolameeks@gmail.com

Bay City Boosters Club
C/O Penny Eberle
8820 16th Street,
Bay City, OR 97107

September 14, 2024

RE: 'Welcome Garden' Letter of Support

Dear Bay City Boosters Club members:

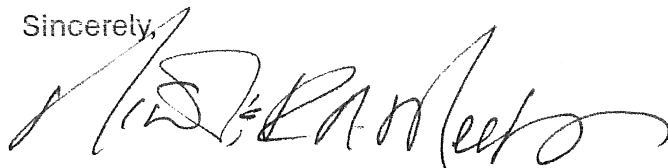
We are writing to you to express our support for the Bay City Boosters Club plan to create a 'Welcome Garden' in Bay City, on the land located adjacent to the city's new RV sanitary station.

As pointed out in the Bay City Booster's presentation, currently this lot of land is rather unsightly. We cannot think of a better use of this land than a welcome garden, that will be highly visible to travelers on Highway 101, and nothing says welcome to our beautiful town than a well-planned, thoughtfully designed garden for residents and visitors to use and enjoy.

Even in our short time as residents of Bay City, we have seen the commitment to and benefit of the Boosters Club, and there is absolutely no doubt that your proposal for the garden, to be established in stages, will beautify this lot of land and add much needed beauty to the north entrance to our town.

Thank you, Boosters, for all you do for Bay City!

Sincerely,

A handwritten signature in black ink, appearing to read 'Nicola & RA Meeks', written in a cursive style.

Nicola & RA Meeks
Bay City Residents

September 15, 2024

To whom it may concern,

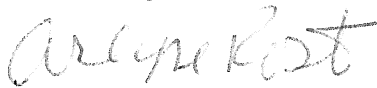
I have been a resident of Bay City, Oregon for over 20 years and want to comment on how excited I was to learn that the Bay City Booster Club has a vision to convert an empty, unused, unsightly lot owned by the city to a landscaped welcoming area for residents and visitors.

This lot is visible from Hwy 101 and one of the 1st lots you see as you enter the city from Hwy 101 on Hayes Oyster Drive.

The plan from the Bay City Booster club will greatly enhance the “curb appeal” of our downtown area, not only enticing folks to visit, but also linger around the shops and restaurants.

Your help in supporting this vision will be greatly appreciated.

Thank you,

A handwritten signature in cursive script that reads "Arlyne Rost".

Arlyne Rost

8845 7th Street

Bay City, Or 97107


19 September 2024

To Whom it May Concern:

I am writing in support of the Bay City Booster Club's proposed landscaping and beautification project at the north end of our community, adjacent to Highway 101. The proposed plans include plantings, lighting, walkways, parking and picnic tables. The area currently is unused and unsightly. The improvements will present a positive face to visitors, encouraging them to linger and explore, and can also be enjoyed by locals.

Please join me in supporting this worthwhile venture.

Thank you,



Cynthia J. McCoy, M.D.
8900 Bewley Street
Bay City, Oregon 97107
(918) 704-3177

September 19, 2024

Dear Bay City Council, Mayor and members of the Public,

I am writing to express my enthusiastic support for Penny Eberle and the Bay City Booster Club, in their interest to create a 'Welcome' garden on the city-owned land near the RV dump station.

This is the 'Welcome to Bay City' and entrance to our town, and could use a significant amount of beautifying and TLC. While it is very useful and utilitarian, having 'RV Dump HERE' as the drive-by impression of Bay City leaves quite a bit to be desired. In addition to Penny's vast experience and the indefatigable support of the Boosters, I can personally attest to Penny's craft in the care and strategic landscaping she has done for her home- I hold her yard in my mind as the highest example of the potential a patch of land could hold.

We've given so much care to the South entrance to downtown at 5th Street, with landscaping and the sign. It would be wonderful to have that balanced by a visual framing at the North entrance, with the mural on the Town Hall as a backdrop. As part of keeping the area's intended use, making it a comfortable spot with the addition of a pergola and picnic tables would be invaluable. People are a lot more likely to stop somewhere appealing with a beguiling garden than a weedy concrete turnaround with no additional amenities. The option to add signs highlighting our points of interest could draw visitors and generate income from families choosing to take a walk through town, note the lovely park and consider Bay City as a next vacation destination, gallery night out or meal.

I am thrilled that Penny and the Boosters have offered to take on this project, and voice my absolute support in their efforts to create a charming garden worthy of bearing our Welcome. I truly hope you will join me in this support.

Thank you for your consideration.

Sincerely,

Rachel Benton

**Balden & Associates
Arboriculture Services**

Joe Balden
Consulting Arborist

41500 Anderson Road
Nehalem, OR 97131
503.368.7807 office
503.801.3762 cell
joebalden70@gmail.com

September 19, 2024

City of Bay City TLT Grant Application
City of Bay City City Council
Booster Club

Project: Welcome Plaza

In my capacity as Consulting Arborist, I will pledge up to \$1000.00 consulting time towards tree recommendations, tree selection and installation in the Welcome Plaza landscape.

Signed



Joe Balden

TLT GRANT APPLICATION

Date Submitted: 9.30.2024

Name of Project: BCEV Emergency Supplies

Location of Project: Watt Family Park - BCEV Container

Funding Amount Requested: \$10,000 Project Total Cost: 12,500

Applicant Name (person): Don Backman

Name of Organization: Bay City Emergency Volunteers (BCEV)

Relationship of Applicant to Organization: President

Phone Number: 503.812.8282

Email Address: dback01@gmail.com Website: _____

1. Describe your project (500 words or less using a size 12 font):

2. Explain how your project will increase tourism/tourism activity in the City of Bay City, as described in the program overview and objective(500 words or less using a size 12 font):

The deadlines for application submission are April 1, July 1, October 1, and January 1.

**Completed Applications should be sent to Bay City TLT Committee
% City Hall
PO Box 3309
Bay City, OR 97107**

If you have questions please contact: _____

Grants are limited to funds available.

Note: Incomplete applications will be disqualified. Separate applications required for each project, even if an applicant is submitting multiple proposals. Funds are awarded on a competitive basis. Strong applications are those that provide enough information for the review committee to weigh it against other proposals and that successfully take into account the evaluation criteria. You may use as many sheets of additional paper as necessary to explain your project.

3.

How do you propose measuring the increased tourism activity brought about by this project? (500 words or less using a size 12 font):

4.

Please provide information as to the funding sources for the remaining 25% of the project and the amount of funds committed to the project from each funding source (500 words or less using a size 12 font):

5.

Additional Comments (500 words or less using a size 12 font):

Applicant's Signature: David Ben

Signature/Title/Organization of all Confirmed Partners: _____

REVIEW: Your application/project will be evaluated and weighed by the Bay City TLT Committee against other proposals utilizing the below Review Sheet below and specified criteria. The Committee will also consider proposals within the context of the program's Overview, Objectives, and Eligibility requirements. All projects selected for funding must comply with the program's Terms & Conditions, Guidelines, and Dates & Timelines.

Reviewer:

Date:

Reviewer Instructions: Please evaluate each application using the outlined criteria and point distribution. Also, please consider them within the context of the program's Overview, Objectives, and Eligibility standards as provided. All projects selected for funding must comply with the Terms & Conditions, Guidelines, and Dates & Timelines of this program.

Applicant:

Project:

one) Can this project reasonably be accomplished within the program's timeline (enter date)? (circle Y / N
 Does this project align with established tourism goals and/or plans? Y / N
 Does this project fit within the program's Overview, Objectives, and Eligibility standards? Y / N

MAX POINTS	Evaluation Criteria	Evaluators		Notes	Post Discussion Revised Score	
		Initial Score				
20	Likelihood of attracting visitors from outside the City					
20	Compatible with City priorities and guidelines					
15	Includes/involves multiple community/tourism partners					
15	Leverages additional dollars and/or community resources					
15	Project is self-sustaining, has growth potential, or is capacity					
15	Project has measurable or attainable increased tourism for the City					
100	Evaluator's Initial Scoring Total: _____		Post Discussion Scoring Total: _____			

AGREEMENT: If your project is approved for funding, you will be required to sign the following agreement before funds will be disbursed to you. Applicants who receive funds are solely responsible for them, as well as for the timely execution of the project as detailed in the application. Recipients of funds are required to submit Mid-Year Progress and Year-End Reports on their projects and for providing copies of invoices and receipts.

Agreement to Receive/Use Bay City TLT Committee Grant Funds

The undersigned agrees to all terms & conditions, guidelines, dates & timelines, and criteria as outlined and referenced in the **Application Packet**.

The undersigned assumes all responsibility for the funds they are to receive, and for completing the project in a timely manner as outlined in the application that was submitted.

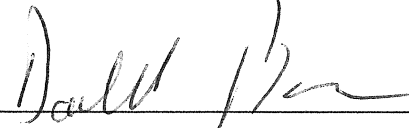
The undersigned agrees to provide the reports as called for in the programs Terms & Conditions and to provide copies of receipts and invoices for work done on their project.

Name: Don Backman Title: President

Organization: Bay City Emergency Volunteers

Address: _____

Project: BCEV Emergency Supplies for visitors and residents

Signature: 

Email: dback01@gmail.com Phone: 503-812-8282

September 30, 2024

Bay City TLT Grant Application
BCEV Emergency Supplies for Visitors and Residents

1. Describe your project (500 words or less).

The Bay City Emergency Volunteers (BCEV) has been working for several years to prepare for all natural hazards including winter storms, power outages, wildfires, and the Cascadia Subduction Zone Earthquake (CSZ). We are actively informing residents of how to be prepared individually and preparing to respond and recover for visitors and residents. We are actively informing residents on how to prepare, respond, and recover. We need to become prepared for visitors who may not have needed supplies or shelter. This project is to purchase supplies such as tents, sleeping bags, the ability to provide drinking water and sanitary options, food, medical supplies, and the development of communication options. These materials will be stored at an existing emergency supply container that is located at the Watt Family Park.

2. Explain how your project will increase tourism/tourism activity in the City of Bay City, as described in the program and objectives (500 words or less).

Although this project may not increase tourism it will support tourists/visitors if/when a natural disaster occurs. Bay City has recently had an increase of visitors to our community. Last year, the Bay City Al Griffin Memorial Park began hosting the Tillamook County Pickel Ball organization several times a week and we have observed up to 20 players. The Bay City Art Center is hosting a variety of events including outdoor concerts, the pancake feed and stone carving and boutique classes. We have several restaurants that are busy with customers including Downies Café, The Landing Restaurant and Lounge, Bay City Kitchen, and the Fish Peddler. Kilchis Point Reserve is busy with residents and visitors walking the beautiful path out to their gazebo and a view of Tillamook Bay. Twins Ranch is operating the rail riders that serves many visitors. In addition to these services, there are many short-term rentals including the Bay City RV Park and Sheltered Nook that house visitors to our community. Last month, the Pearl and Oyster Music Festival estimated 2,200 visitors and residents attended over the 2-day event. Due to increased visitors across the county and a limited supply of short-term rentals, the Bay City short-term rentals are often full!

Purchasing emergency supplies may not necessarily bring new visitors to Bay City but having emergency supplies will help those visitors that are in Bay City during natural disasters including the Cascadia Subduction Zone earthquake. Supplies such as fresh drinking water, tents, cots, sleeping bags, food, and communication opportunities will aid

those visitors in case of emergencies.

BCEV believes that our project meets the intents of the Bay City TLT program goals, to provide tourism related facilities and services for visitors.

3. How do you propose measuring the increased tourism activity brought about by this project?

As stated above, this project may not directly increase tourism, having supplies to be able to help those stranded by emergencies supports tourism. Many travelers do not have enough food and water for an extended absence from home. Having adequate communications, including HAM and the ability to communicate outside of Bay City may help connect families that will be paramount in response and recovery of a large earthquake.

Our goal is to have a cache of supplies such as medical supplies, tents, sleeping bags, water and sanitary options, and tents so visitors have a place to shelter after the initial disaster event. We understand after a CSZ it could be a couple of weeks before help arrives. We need to be able to help ourselves and the visitors that are here. We know that our summertime is very busy with tourists, but the shoulder seasons have more visitors than 10 years before. The Valley continues to grow in population, and this is their playground. We expect even more visitors/tourists in the future.

4. Please provide information as to the funding sources for the remaining 25% of the project and the amount of funds committed to the project from each from each funding source (500 words or less)

BCEV is a committee supported by the City and is not a revenue generating organization. We are requesting a 10,000 grant with a match of \$2,500. During the Pearl Festival, Dennis Boardman brought llamas and raffled off tickets for a small group to visit the llamas. This generated \$155 in ticket sales. BCEV has had other donations, such as beef jerky from Tillamook Smoker and other vendors when we gave 1-gallon starter emergency buckets to all residents a few years ago.

BCEV is grassroots and comprises volunteers from Bay City and some just outside of the city limits. BCEV participates in sharing information with the community and visitors to the "State of the City" held in the spring, the Pearl Festival, and other events throughout the year. We meet monthly and participate in building and organizing the emergency supply sheds and container. We understand that volunteer time can be used at the match for this grant. \$2,500 divided by \$27/hour for volunteer time is about 93 hours of volunteer time. Just at the Pearl we had an average of 2.5 volunteers for 8 hours for 2 days, which is 40 hours. This does not include the time spent preparing for the event. We have not yet been tracking our time, but all of our work including the monthly meetings are in preparation for residents and visitors.

BCEV recently submitted a grant application to the State of Oregon's Resiliency Office for similar supplies. We competed across the state and unfortunately were not awarded this grant. However, we will continue to look for funding opportunities besides that of the Bay City TLT program.

BCEV will need to start tracking the time for this grant and others we may apply for in the future.

5. Additional comments (500 words or less).

Bay City has been supporting the BCEV for many years, and it has been a priority for the city. For example, city staff attend the meetings and supports BCEV with a small budget from the general fund. Bay City's Fire Department recently held a training drill with a helicopter for rescue. Bay City's Watt Family Park is the location of a emergency supply shed and the container. Watt Family Park is a location where a helicopter can land and either bring supplies to Bay City or to evacuate residents and visitors in case of medical emergencies.

BCEV is partnering with many across the county and includes Tillamook County Citizens Corp (TC4), a grass roots organization with members from Manzanita to Neskowin. Bay City hosts monthly meetings. Tillamook County Emergency Management attends some of the BCEV meetings. Bay City is a leader among the emergency volunteer groups in the county.

BCEV members volunteer to help manage the current storage sheds and container located across the city. We are participating in the Great Oregon Shake Out on October 17 at 10:17 with a city drill. We will be tracking how many residents/visitors arrive at the Assembly sites and will share this data with TC4 and see how we can improve communication and opportunities for continued preparedness.

We appreciate the opportunity to apply for this grant and your consideration.

Bay City Emergency Voluneers (BCEV)
Sept 30, 2024 Bay City TLT Grant Application

Estimated Budget

	TLT Grant Request	Volunteer Hours for Match
Emergency Supplies such as; tents (variety of sizes), sleeping bags, medical supplies, tarps, cooking equipment, food, dishes and eating utensels, tables and chairs, pet supplies, sanitation opporunities, and drinking water.	\$ 10,000.00	\$2,500

Total Project cost	\$ 12,500.00
--------------------	--------------

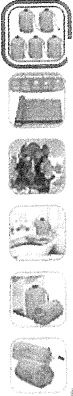


Emergency sleeping bags

Shop now

Sponsored

Back to results



Roll over image to zoom in

NovaMedic Emergency Survival Sleeping Bag 5 Pack, 84"x36", Waterproof Thermal Bivy Sack for Camping, Hiking, Outdoor, Activities & Travel, Durable, Lightweight & Compact Blanket

Brand: NOVAMEDIC

4.6

145 ratings

Search this page

Amazon's Choice

500+ bought in past month

\$23⁹⁹

Get Fast, Free Shipping with Amazon Prime
FREE Returns

Get \$10 off instantly. Pay \$13.99 ~~\$23.99~~ upon approval for the Amazon Store Card. No annual fee.

- Brand** NOVAMEDIC
- Color** Orange
- Occupancy** 1 Person
- Shape** Rectangular
- Seasons** All Seasons
- Temperature Rating** Extreme

See more

About this item

- Polyethylene

Additional Details



Small Business

This product is from a small business brand. Support small. Learn more

Report an issue with this product or seller



Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows with Prime

Try Prime and start saving today with fast, free delivery

\$23⁹⁹

Get Fast, Free Shipping with Amazon Prime
FREE Returns

FREE delivery **Tuesday, September 24** on orders shipped by Amazon over \$35

Or Prime members get FREE delivery **Saturday, September 21**. Order within 6 hrs 57 mins. Join Prime

Delivering to Tillamook 97141
Update location

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from: Amazon
 Sold by: Elite Online Supplies
 Returns: 30-day refund/replacement
 Payment: Secure transaction

Add a gift receipt for easy returns

Add to List

Other sellers on Amazon

New (2) from \$23⁹⁹ FREE Shipping on orders over \$35.00 shipped by Amazon.

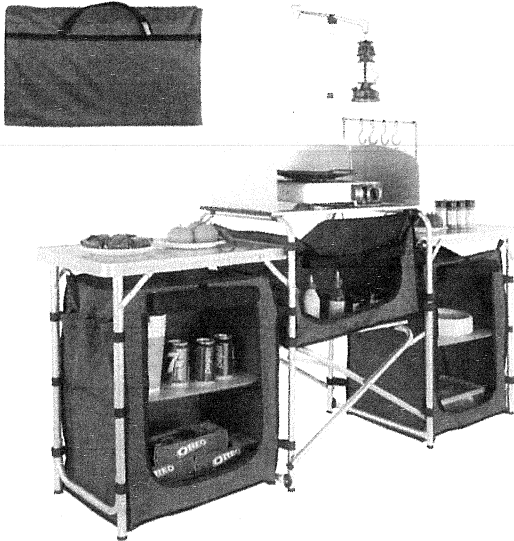
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Frequently bought together



Sponsored

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5 VIDEOS

VEVOR Camping Kitchen Table, Folding Outdoor Cooking Table with Storage Carrying Bag, Aluminum Cook Station 3 Cupboard & Detachable Windscreen, Quick Set-up for Picnics, BBQ, RV Traveling, Brown

Visit the VEVOR Store

4.2

147 ratings

100+ bought in past month

-45% **\$82⁹⁶**

List Price: ~~\$149.99~~

FREE Returns

Get \$50 off instantly: Pay \$32.96 upon approval for Amazon Visa.

Color: **Brown**



Size: **3 Cupboard**

1 Cupboard

3 Cupboard

Brand **VEVOR**

Product **18.1"D x 68.5"W x 69.3"H**

Dimensions

Color **Brown**

Recommended **Cooking, Dining**

Uses For

Product

Style **Modern**

Item Weight
26 Pounds

Frame Material
Aluminum

Top Material Type
Aluminum,Mdf

Shape
Rectangular



Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows with Prime

Try Prime and start saving today with fast, free delivery

\$82⁹⁶

FREE Returns

FREE delivery **Thursday, September 26**

Delivering to Tillamook 97141
Update location

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from **Amazon.com**
Sold by **Amazon.com**
Returns 30-day refund/replacement
Payment Secure transaction

Add a Protection Plan:

- 2 Year Furniture Protection Plan for \$14.99
- 3 Year Furniture Protection Plan for \$18.99
- Asurion Complete Protect: One plan covers all eligible past and future purchases (Renews Monthly Until Cancelled) for \$16.99/month

Add a gift receipt for easy returns

Add to List

Other sellers on Amazon

New (3) from **\$82⁹⁶** & **FREE Shipping.**

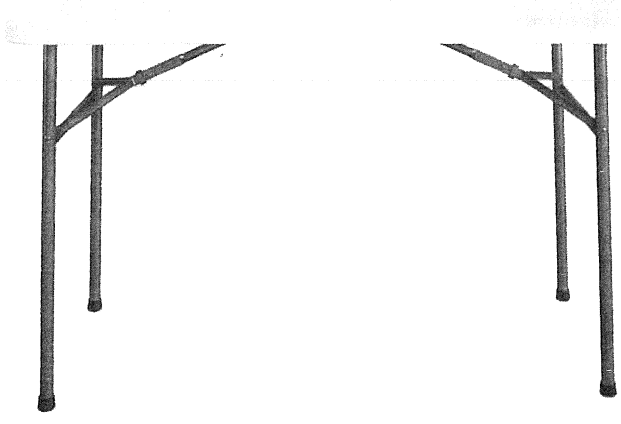
About this item

- **Great Space Management:** Our camping kitchen table is designed to take your kitchen outside! You can organize your food, stoves, grills, and cookware in an orderly manner on the tabletop, zippered storage compartments, side table, and storage shelf. You can hang the spatula, ladle, tongs, etc on the hooks.



Sponsored

Back to results



Roll over image to zoom in



6 VIDEOS SIZE

VIEW IN VIRTUAL SHOWROOM

COSCO 4 ft. Straight Folding Utility Table, White, Indoor & Outdoor, Portable Desk, Camping, Tailgating, & Crafting Table

Visit the Cosco Store
4.7 18,484 ratings

Choice

2K+ bought in past month

-24% \$52.00

List Price: ~~\$67.99~~

FREE Returns

Get \$10 off instantly: Pay \$42.00 ~~\$52.00~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Color: **White**



Size: **4ft**

3ft 4ft 6ft 8ft

Style: **Straight**

Centerfold **Straight** Square

Brand	Cosco
Product Dimensions	24"D x 48"W x 29.25"H
Maximum Weight Recommendation	300 Pounds
Color	White
Product Care Instructions	Wipe with Damp Cloth

Item Weight 16.09 Pounds	Frame Material Metal
Top Material Type Plastic/Resin	Shape Rectangular

About this item

- Space-saving addition to any home office or college dorm, perfect for events, and simple everyday use.No assembly

prime

Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows with Prime

Try Prime and start saving today with fast, free delivery

\$52.00

FREE Returns

FREE delivery **Tuesday, September 24.** Order within 7 hrs 1 min

Delivering to Tillamook 97141 - Update location

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from **Amazon.com**
 Sold by **Amazon.com**
 Returns 30-day refund/replacement
 Packaging Ships in product packaging
 See more

Add a Protection Plan:

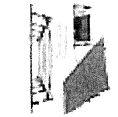
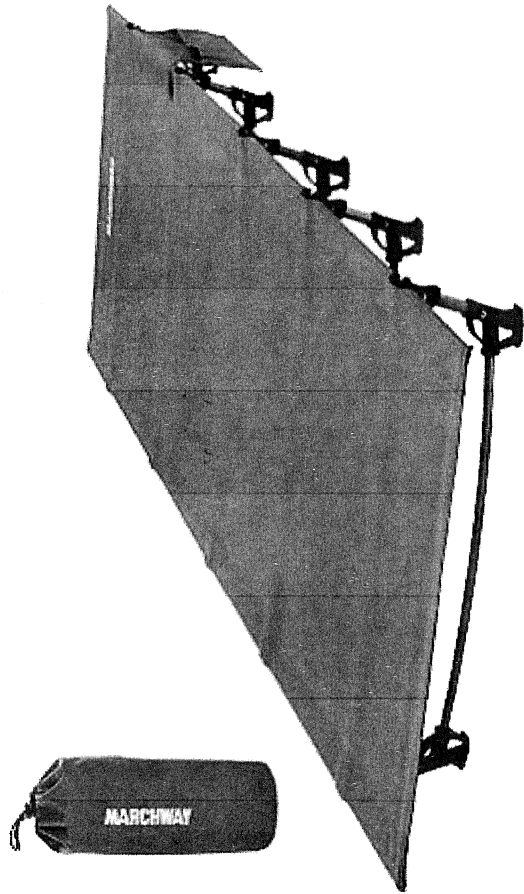
- 2 Year Furniture Protection Plan for \$8.99
- 3 Year Furniture Protection Plan for \$11.99
- Asurion Complete Protect: One plan covers all eligible past and future purchases (Renews Monthly Until Cancelled) for \$16.99/month

Add to List

Other sellers on Amazon

New & Used (21) from \$49.92 & FREE Shipping.

Back to results



6 VIDEOS

Roll over image to zoom in

MARCHWAY Ultralight Folding Tent Camping Cot Bed, Portable Compact for Outdoor Travel, Base Camp, Hiking, Mountaineering, Lightweight Backpacking (Army Green)

Visit the MARCHWAY Store

4.6 ★★★★★ 2,473 ratings

Amazon's Choice in Camping Cots by MARCHWAY

100+ bought in past month

-13% \$69.99

List Price: \$79.99

Or \$12.92 /mo (6 mo). Select from 1 plan

✓prime Two-Day

FREE Returns

Save up to 4% with business pricing. Sign up for a free Amazon Business account

Did you know? There's no annual fee for Prime Visa. Get a \$150 Amazon Gift Card instantly upon approval. Learn more

Extra Savings Save 3% on Lightweight Camp Chair w... 2 Applicable Promotion(s)

Color: Army Green

Click to results

CROWN SHADES 10x10 Pop up Canopy Tent Patented Centerlock Instant Commercial Canopy with 150D Silver Coated Fabric Including 2 Extend Awnings, 4 Ropes, 8 Stakes, 4 Weight Bags, STO 'N

Go Bag, Grey

Visit the CROWN SHADES Store

4.5 ★★★★★ 28 ratings

\$179⁹⁹

Or \$18.08 /mo (12 mo). Select from 1 plan
prime

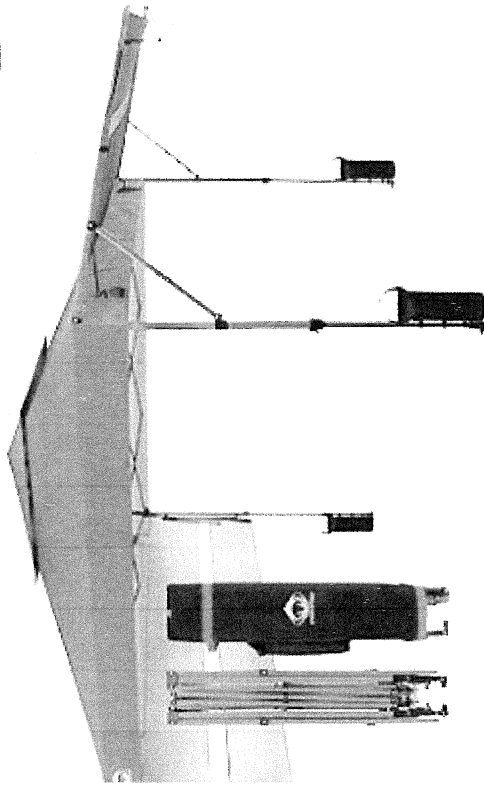
Pay \$30.00/month for 6 months (plus S&H, tax) instead of \$179.99 now, when you choose 0% interest equal monthly payments upon approval for the Prime Store Card.

Delivery & Support

Select to learn more



Ships from Amazon
Eligible for Return, Refund
Customer Support



Roll over image to zoom in



VIDEO



Vidalido 8-10 Person Camping Tent with 3 Door 2 Room Large Family Cabin Tents, Double Layer Waterproof Portable Glamping Tent, Big Tents for Outdoor Camping Hiking and Backpacking

Visit the Vidalido Store

4.8 ★★★★★ 8 ratings

\$279.95

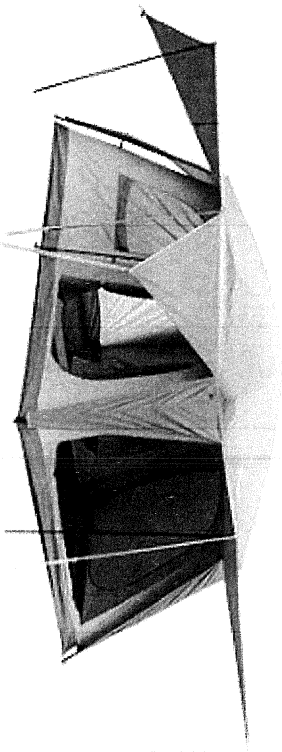
Or **\$20.35** /mo (18 mo). Select from 1 plan

FREE Returns

Save up to 9% with business pricing. Sign up for a free Amazon Business account. May be available at a lower price from other sellers, potentially without free Prime shipping.



VIDEO



Roll over image to zoom in

Color: **Light Brown (upgrade)**

20



\$279.95

\$279.95

Special Feature

Water-Resistant, ventilation, portable, UVProtection, Folding

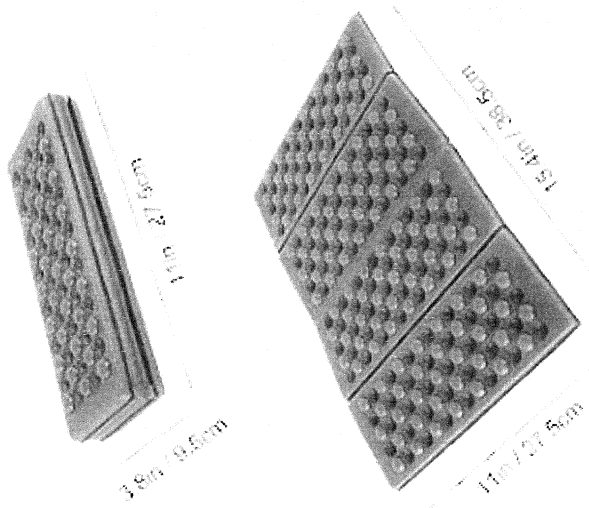
Brand

Vidalido

Design

Camping Tent

Back to results



Camping Foam Pad, 4 PCS Foldable Sit Pad Waterproof Foam Seat Pad Camping Sleeping Mats Outdoor Cushion for Picnic Hiking Backpacking Mountaineering

Brand: Fuonmka
4.4 ★★★★★ 8 ratings

\$13.99 (\$3.50 / Count)

✓ Prime Two-Day
FREE Returns

You could have earned \$192.75 in rewards on your Amazon purchases over the past year with 5% back with an Amazon Prime Store Card. Apply now and get a \$60 Amazon Gift Card upon approval. Learn more

Fill Material	Foam
Pillow Type	Furniture Cushion

Roll over image to zoom in



10 pack



The Wornick Company MRE 1 case of HDR U.S. Military Surplus Humanitarian Meals Ready to Eat, FEMA 10 pack/ 20

Visit the The Wornick Company Store

4.1 1,220 ratings | 24 answered questions
2K+ bought in past month

\$40.25 (\$40.25 / Count)

Save up to 10% with business pricing. Sign up for a free Amazon Business account

May be available at a lower price from other sellers, potentially without free Prime shipping.

Brand The Wornick Company

Package Bag,Packet

Information

Number of Items 10

Item Weight 2.4 Pounds

Number of Pieces 20

About this item

- HIGH QUALITY MILITARY-GRADE MREs: Genuine US Military and Fema uses which means you can rest assured knowing

\$41

FREE Janu

Or fe

Janu

3.3 in



In S

Qty:



Sold



Ad

Ad

COLEMAN

4/6/8/10 Person Weatherproof Tent with WeatherTec Technology, Double-Thick Fabric, and Included Carry Bag, Sets Up in 60 Seconds

Visit the Coleman Store

4.4 ★★★★★ 21,875 ratings | 1000+ answered questions
1K+ bought in past month

-44% **\$103.84**

List Price: ~~\$184.99~~

Or **\$10.43** /mo (12 mo). Select from 1 plan

✓prime
FREE Returns

Did you know? There's no annual fee for Prime Visa. Get a **\$150 Amazon Gift Card instantly upon approval.** Learn more

May be available at a lower price from other sellers, potentially without free Prime shipping.

Pattern Name:

Cabin Tent

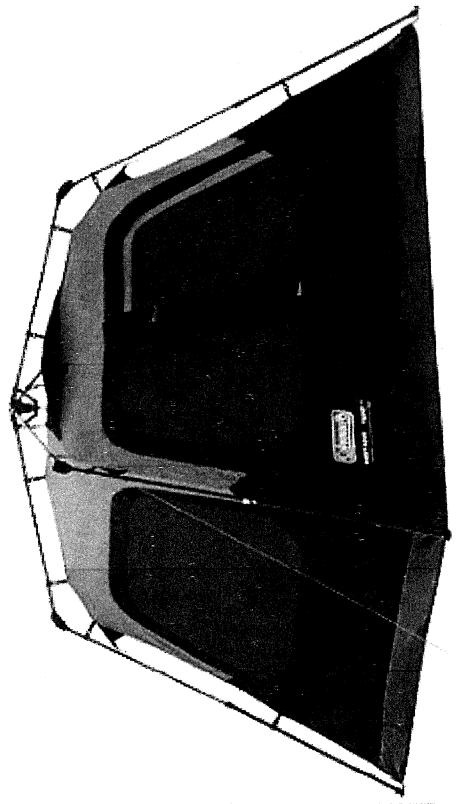
Style: **4-person**

4-person	10-person Dark Room	6-person	8-person
\$103.84 ✓prime	\$306.39 ✓prime	\$160.00 ✓prime	\$248.41 ✓prime

10

20

Roll over image to zoom in





September 19, 2024
Bay City TLT Committee
5525 B Street Bay City, OR 97107

Dear Bay City TLT Committee:

I am writing this letter of support for the Bay City Emergency Volunteers (BCEV)'s grant application to purchase emergency supplies to respond to all natural hazards for visitors and residents. As the tourism organization representing Tillamook County, we are committed to helping communities with emergency preparedness needs, including evacuation signage, and visitor messaging on safety. If a natural disaster were to occur in summer, the number of visitors here would overwhelm the ability of responders to assist, let alone help the residents. No matter when an incident occurs, communities need emergency supply assistance.

Bay City has increased visitors to our community. Last year, the Bay City Al Griffin Memorial Park hosts the Tillamook County Pickle Ball organization several times a week and we have observed up to 20 players. The Bay City Art Center is hosting a variety of events including outdoor concerts, the pancake feed and stone carving and boutique classes. We have several restaurants that are busy with customers including Downies Café, The Landing Restaurant and Lounge, Bay City Kitchen, and the Fish Peddler. Kilchis Point Reserve is busy with residents and visitors walking the beautiful path out to their gazebo and a view of Tillamook Bay. Twins Ranch is operating the rail riding experience that serves many visitors. In addition to these services, there are many short-term rentals including the Bay City RV Park and Sheltered Nook that house visitors to our community.

Purchasing emergency supplies may not necessarily bring new visitors to Bay City, but having emergency supplies will help those visitors that are in Bay City during natural disasters including the Cascadia Subduction Zone earthquake. Supplies such as fresh drinking water, tents, cots, sleeping bags, food, and communication opportunities will aid those visitors in case of an emergency.

Thank you for your consideration of this grant and my letter of support for the Bay City Emergency Volunteers.

Sincerely,

Nan Devlin
Executive Director
Tillamook Coast Visitors Association
PO Box 1268
Tillamook OR 97141
nan@tillamookcoast.com

Penny Eberle

8820 16th Street, Bay City, Or 97107

hrhpenny57@hotmail.com 503-801-7990

September 21, 2024

To: City of Bay City TLT grant application committee,

I am writing to pledge my support for the Bay City Emergency Volunteers application for a TLT grant to allow them to purchase emergency supplies and equipment, that will aid in their response to any disasters, natural or otherwise, that will aid both visitors and local residents alike.

The BCEV are integral and crucial first responders for our town. Disasters can occur at any time, be it a fierce winter storm or the "big one" (Cascadia earthquake) and this organization needs all the supplies, training and equipment necessary to help us all. Visitors to our area will not be as familiar with these situations as many locals are, and these people will also need to be taken care of. Fresh drinking water, food, communication, shelter will aid everyone and the trained professionals with BCEV will be on hand to manage the situation for us all.

Emergencies can affect anyone at any time, so BCEV being expertly equipped will give us all peace of mind.

Please give generous consideration for their request,

Sincerely,

Penny Eberle

Tillamook County



Land of Cheese, Trees and Ocean Breeze

Randy B. Thorpe, Director

Emergency Management Dept.
201 Laurel Avenue
Tillamook, Oregon 97141
Phone (503) 842-3412
Mobile (503) 812-8523

September 20, 2024

Bay City TLT Committee

5525 B Street

Bay City, OR 97107

RE: Bay City Emergency Volunteers (BCEV)'s grant application

Grant Committee:

I am writing this letter of support for the Bay City Emergency Volunteers (BCEV)'s grant application to purchase emergency supplies to respond to all natural hazards for visitors and residents. I have seen BCEV make tremendous progress over the last several years and includes two emergency supply storage sheds and a large 40-ft long container. They have been working collaboratively with the Tillamook County Citizens Corps Council (TC4) and Tillamook County Emergency Management, to help with emergency preparedness for all communities within the County.

Bay City has increased visitors to our community. Last year, the Bay City Al Griffin Memorial Park hosts the Tillamook County Pickle Ball organization several times a week and we have observed up to 20 players. The Bay City Art Center is hosting a variety of events including outdoor concerts, the pancake feed and stone carving and boutique classes. We have several restaurants that are busy with customers including Downies Café, The Landing Restaurant and Lounge, Bay City Kitchen, and the Fish Peddler. Kilchis Point Reserve is busy with residents and visitors walking the beautiful path out to their gazebo and a view of Tillamook Bay. Twins Ranch is operating the railriders that serves many visitors. In addition to these services, there are many short-term rentals including the Bay City RV Park and Sheltered Nook that house visitors to our community. This increase in visitors to Bay City can put a strain on the emergency supplies that the City has available.

Purchasing emergency supplies may not necessarily bring new visitors to Bay City, but having emergency supplies will help those visitors that are in Bay City during natural disasters including the Cascadia Subduction Zone earthquake. Supplies such as fresh drinking water, tents, cots, sleeping bags, food, and communication opportunities will aid those visitors in case of an emergency.

Thank you for your consideration of this grant and my letter of support for the Bay City Emergency Volunteers.

Sincerely,

Randy B. Thorpe

Randy Thorpe

Emergency Management Director

September 23,2024

Dear TLT Committee,

I am writing to support the grant application by the Bay City Emergency Volunteers, of which I am a member.

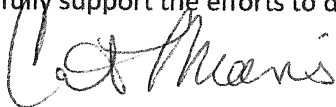
As Registered Nurse, I have travelled to many communities to decide where to retire. My work took me abroad to New Zealand, a country created and yet, ravaged by volcanic activity, that continues today. There, my hospital orientation involved two days talking about earthquake preparedness, Tsunami risks and ways to minimize the household dependance on outside help in an emergency, especially with power failure. While my household was ready, numerous travelers, especially from foreign countries, would not be.

Bay City Volunteers and the City have made huge strides with supplies and storage but we still do not have a single tent to set up for shelter nor adequate communication especially without solar power support.

I sincerely hope you agree that our community needs to be more fully prepared for disaster both in education and supplies. Our tourists and businesses will also need assistance we hope to be able to accommodate.

Thank you for consideration of our grant application in our effort for preparing Bay City for an emergency. I fully support the efforts to date to improve our community.

Sincerely,



Cathy Manis RN (Retired)

9250 5th St Bay City OR 97107

406-552-8765

RESOLUTION NUMBER 2024-023

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

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

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

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

C. Recipient has filed an application with OBDD to obtain financial assistance for a “safe drinking water project” within the meaning of the Act, and OBDD has approved Recipient’s application for financial assistance.

D. Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a Financing Contract with OBDD, number S25005, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (“Project”).

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager to execute the Financing Contract (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from OBDD on the condition that the principal amount of the loan from OBDD to Recipient is not more than \$3,853,653 with \$2,009,926 eligible for principal forgiveness if contract conditions are met and the interest rate is not more than 2.69%. The proceeds of the loan from OBDD must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

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

- (a) Revenue from Recipient’s water system, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of Recipient;
- (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
- (e) Any other source.

3. Additional Documents. The [Title of Officer] is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from OBDD for the Project pursuant to the Financing Documents.

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

DATED this 5th day of November, 2024.

City of Bay City

Liane Welch, Mayor

ATTEST:

Lindsey Gann, City Recorder

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Transmission Line Replacement and New Reservoir

Project Number: S25005

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

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

- This Contract less exhibits
- Exhibit A General Definitions
- Exhibit B Loan Security
- Exhibit C Project Description
- Exhibit D Project Budget
- Exhibit E Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F Certification Regarding Lobbying or Reserved.
- Exhibit G Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$3,853,653.

“Forgivable Loan Amount” means \$2,009,926.

“Section 2A. Loan Amount” means \$1,843,727.

“Interest Rate” means 2.69% per annum.

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

“Payment Date” means December 1.

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

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

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

SECTION 2 - FINANCIAL ASSISTANCE

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

- A. A non-revolving loan in an aggregate principal amount not to exceed the Section 2.A. Loan Amount.
- B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

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

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. OBDD shall allocate any disbursement equally between the Section 2.A. Loan and the Forgivable Loan.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

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

Notwithstanding the preceding paragraph, if, at the Project Completion Date, the average monthly residential water rates for the water supplied by the System are not at or above the affordability rate of \$66.84 per 7,500 gallons, then the amount due under the Section 2.A. Loan will, at OBDD's discretion and after notice to Recipient, accrue interest from the Project Completion Date at the rate of 2.69% per annum.

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

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.

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

SECTION 6 - USE OF FINANCIAL ASSISTANCE

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

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

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

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

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

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) Federal procurement requirements of 2 CFR part 200, subpart D.
 - (2) Prevailing Wage Requirements.
 - (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
 - (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).
 - (c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.
 - (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
 - (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency

providing Financing Proceeds under this Contract.

- (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

(3) Signage Requirements:

(a) Recipient will ensure that a sign is placed at construction sites supported under this award displaying the official "Investing in America" emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

(b) Recipient will ensure compliance with the guidelines and design specifications for using the official Investing in America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>.

(c) Recipient will ensure that a sign is in place at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that Recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, Recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA are available on the Using the EPA Seal and Logo page.

(d) Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

(e) Public or Media Events: OBDD encourages Recipient to notify the Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by OBDD representatives with at least ten (10) working days'

notice.

- (4) **SAFE DRINKING WATER IN OREGON:** Sections 3, 4, and 5 and Appendixes A & B of the Program Guidelines & Applicant’s Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund March 2024 (“[Safe Drinking Water Handbook](https://www.oregon.gov/biz/Publications/SDWhandbook.pdf)”), available at <https://www.oregon.gov/biz/Publications/SDWhandbook.pdf>.
- (5) **Federal Crossing-Cutting Authorities.** All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable (“Cross-Cutting Authorities”). Section 5.5 of the Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
- (6) **Lobbying.** Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. “Lobbying” means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above. Recipient shall submit to OBDD a Certification Regarding Lobbying, the form of which is attached as Exhibit F, and any applicable quarterly disclosure statement of covered lobbying activity. Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement and submit them to Recipient. Recipient shall retain such certifications and make them available for inspection and audit by OBDD, the federal government or their representatives. Recipient shall forward any disclosure statements to OBDD.
- (7) **Federal Audit Requirements.** The Loan is the Federal Assistance Listing (formerly CFDA) Number and Name “66.468, Capitalization Grants for Drinking Water State Revolving Funds.” Recipient is a sub-recipient.
 - (a) If Recipient receives federal funds in excess of \$750,000 in Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

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

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

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

- (9) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (10) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II are obligations of Recipient, as applicable, and must be included, as applicable, by Recipient in its contracts related to the Project.
- (11) Iron and Steel Products. Pursuant to the 2016 Consolidated Appropriations Act (P.L. 114-113), none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (12) Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IJA”), Public Law No. 117-58) which includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- (13) Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and the State of Oregon), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds,

termination and repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

(14) Comply with the applicable EPA general terms and conditions available at:

https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf

(15) Comply with all requirements that OBDD is subject to under EPA Grant Number 02J27501, including, but not limited to:

(a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

(b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the EPA agreement entitled “Reporting Subawards and Executive Compensation.”

(c) Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of EPA agreement entitled “Consultant Fee Cap.”

(d) EPA’s prohibition on paying management fees as set forth in General Condition of the EPA agreement entitled “Management Fees.”

(16) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

(1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.

(2) Provide OBDD with copies of all Oregon Health Authority – approved plans and specifications relating to the Project, and a timeline for the construction bidding / award process, at least ten (10) days before advertising for bids.

(3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

(4) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.

(5) Permit OBDD to inspect the Project at any time.

(6) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(7) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

(8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.

- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without

limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- O. Contributory Liability and Contractor Indemnification.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.
- If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.
- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local

government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

- P. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
 - (4) Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or

interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

- (5) Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. § 1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

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

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

- (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Exercising any remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than OBDD notice required in section 9 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by Recipient's email system that the notice has been received by Recipient's email system or 2) Recipient's confirmation

of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: City Manager
City of Bay City
5525 B Street
PO Box 339
Bay City, OR 97107

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

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

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

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

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



STATE OF OREGON
 acting by and through its
 Oregon Business Development Department



CITY OF BAY CITY

By: _____
 Edward Tabor, Infrastructure &
 Program Services Director

By: _____
 The Honorable Liane Welch, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

 /s/ David Berryman as per email dated 23 October 2024
 David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

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

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 16 September 2024.

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

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

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

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

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Section 2.A. Loan and the Forgivable Loan.

“Forgivable Loan” means the forgivable Loan described in section 2.B.

“Section 2.A. Loan” means the Loan described in section 2.A. of this Contract.

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

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

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

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

EXHIBIT B – LOAN SECURITY

- A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System
- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient’s System after payment of operation and maintenance costs of the System (“Net Revenues”). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the “OBDD Lien”.
 - (2) Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to OBDD Lien.
 - (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with OBDD Lien. Nothing in this paragraph will adversely affect the priority of any of OBDD’s liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 - (4) Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to 120% of the annual debt service due in the fiscal year on the Loan and any outstanding obligation payable from or secured by a lien on and pledge of Net Revenues that is on parity with OBDD Lien.
 - (5) Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

Recipient will,

- with the assistance of an engineer licensed in Oregon, complete the design and engineering for the replacement of transmission lines along Alderbrook Road and Ellen Avenue, as well as the construction of a new 500,000-gallon reservoir.
- with the assistance of a contractor licensed in Oregon,
 - replace approximately 6,300 linear feet of transmission lines along Alderbrook road,
 - replace approximately 3,300 feet of transmission lines along Ellen Avenue; and
 - construct a new 500,000-gallon reservoir to supplement the existing reservoir.

Prior to the Project Closeout Deadline, Recipient will designate a certified Cross-Connection Control Specialist in accordance with OAR 333-061-0070(10)(d).

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds
Planning	\$5,000
Design / Engineering	\$250,000
Construction	\$3,121,503
Construction Contingency	\$312,150
Environmental Review	\$5,000
Legal Fees	\$5,000
Cultural Resource Report(s) and Monitoring	\$5,000
Permitting and Regulatory Fees	\$10,000
Land Acquisition	\$140,000
Total	\$3,853,653

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): City of Bay City
- (ii) Subrecipient's Unique Entity Identifier (SAM): KJWSD7S12CH4
- (iii) Federal Award Identification Number (FAIN): 02J27501
- (iv) Federal Award Date: 24 May 2023
- (v) Sub-award Period of Performance Start and End Dates: beginning at Contract execution and ending on the last day of the month occurring 36 months after the date of this Contract
- (vi) Sub-award Budget Period Start and End Dates: beginning at Contract execution and ending on the last day of the month occurring 36 months after the date of this Contract
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$3,853,653
- (viii) Total Amount** of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$3,853,653
- (ix) Total Amount** of the Federal Award committed to the subrecipient by the pass-through entity: \$3,853,653
- (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Section 1452 of the Safe Drinking Water Act (SDWA) authorizes the state to utilize funds to further the health protection objectives of SDWA. This agreement will provide funds, authorized by the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58), to capitalize the recipient's Drinking Water State Revolving Fund (DWSRF) to provide low interest financing for costs associated with the planning, design and construction of eligible drinking water improvement projects and activities to protect human health. As part of this agreement, the recipient ensures compliance with federal and state regulations, which are designed to protect public health. The bulk of the SRF will be used for loans and other authorized assistance to public water systems for eligible projects, including improving drinking water treatment, fixing leaky or old pipes (water distribution), improving source of water supply, replacing or constructing finished water storage tanks, and other infrastructure projects needed to protect public health. The recipient may also use some of the funding for specific "set-asides"; to provide technical assistance to small systems, program administration, state program management and other allowable uses. The benefits of this grant will be to capitalize the recipient's DWSRF. The Fund can then be used to increase technical, financial and managerial capacity of public water systems, and provide assurance of a cleaner and safer potable water supply by funding improvements to multiple water infrastructure projects. These public health benefits will be statewide. No subawards are included in this assistance agreement.
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Jon Unger, Infrastructure Programs Manager, 503-507-7107

(xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 66.468 Safe Drinking Water State Revolving Fund,
Amount: \$3,853,653

(xiii) Is Award R&D? No

(xiv) Indirect cost rate for the Federal award: 10%

* For the purposes of this Exhibit E, “Subrecipient” refers to Recipient and “pass-through entity” refers to OBDD.

** The total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity is the total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity during the current state fiscal year, which runs from July 1 through June 30.

EXHIBIT F – CERTIFICATION REGARDING LOBBYING OR RESERVED

(Awards in excess of \$100,000)

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

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

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

Signed _____

Title City Manager, City of Bay City

Date _____

Exhibit G – Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)

For purposes of this Exhibit G only, “recipient” or “recipient State” or “State recipient” refers to OBDD, and “sub recipient” refers to Recipient of this Contract.

1. Applicability of the DB prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor <https://sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://sam.gov/> into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub

recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from DOL's website, <https://sam.gov/>.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when

the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an

authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a

violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any

craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such

District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing

wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.



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Notes from the 10/29/24 Coffee w/ Mayor & City Manager

Mayor Liane Welch led the discussion with seven community members in attendance on the following topics:

- Update on the Water Conservation Plan, Rate Study, and Master Plan Update
- Firewise program, including the need to compile information on money and hours spent for the report due November 22nd
- McRae development
- Recycling program changes
- Trunk or Treat event on October 31st 5:00-7:00 pm
- Joint meeting of the City Council and Planning Commission on Middle Housing options on 10/29/24 at 5:30 pm

The next Coffee with the Mayor and City Manager will be on November 26, 2024 - 9:30AM.