

REGULAR COUNCIL MEETING AGENDA NOTES

Monday, October 17, 2016

Council Chambers, Garibaldi City Hall

7:00 P.M. – REGULAR COUNCIL MEETING

I. CALL TO ORDER

Mayor McCarthy should call the regular Council meeting to order.

II. CONSENT CALENDAR.

A. **Approval of Minutes – September 19, 2016, Regular Council Meeting**
(PAGES 2 – 5)

B. **Adoption of a Resolution to Contract with Geosciences Management International, Inc. for Archeological Monitoring Services for the City of Garibaldi:** This resolution with its attachments (PAGES 6 – 13) is necessary for the city to meet the permitting requirements of the US Army Corps for construction of the bridge on Arizona Way. Blake solicited for proposals, and the company that we've chosen to contract with is considerably inexpensive for the service provided. Because we needed to move the project along, I've already signed a contract with the provider and they've already started working. We can talk more about this during the meeting if necessary.

If there are any questions about any of the items above, please let me know before someone makes any motions regarding the consent calendar. If there are no objections to the consent calendar I would recommend a **MOTION to approve the consent calendar as presented**. Please remember that the consent calendar has to be approved by unanimous vote of those present.

If anything is *removed by a Council member* please make a **MOTION to approve the consent calendar with item(s) [note the appropriate letter(s)] removed to new business**.

III. PUBLIC COMMENT

There isn't anything scheduled, but I'll pass the sign-up sheet around and give it to the Mayor when the meeting starts.

IV. PRESENTATIONS

Nothing scheduled.

V. CORRESPONDENCE

Nothing in the packet.

VI. COMMUNITY REPORTS

Nothing in the packet.

VII. OLD BUSINESS

None.

VIII. NEW BUSINESS

- A. **Ordinance Governing the Use and Occupation of the Public Right of Way Utility Providers in Garibaldi – Discussion Only:** (PAGES 14 – 31) The City Attorney will be at the meeting and we can discuss this further with her. I'm going to ask that the council wait to adopt this until next month.
- B. **Intergovernmental Agreement with the Port of Garibaldi for Contract Code Enforcement Services:** We talked about this last month, and the port has already reviewed and approved this agreement (PAGES 32 – 39). This agreement doesn't do everything that we may need in the future; however, it will get us what we need for the time being. We'll discuss this further during the meeting. Assuming that the council approves of this, we'll need a **MOTION to approve an agreement between the City of Garibaldi and the Port of Garibaldi for code enforcement services as presented.**
- C. **Garibaldi Fire Service Steering Committee Final Report:** (PAGES 40 – 48) The report in the packet has been prepared by Chief Marugg on behalf of the committee. Also, there's an addendum to the Chief's report prepared and provided by Bay City Fire Chief Darrel Griffith on (PAGES 49 – 52). We'll be discussing this during the meeting; however, I've got a few summary points that I'd like to hit on here:
- 1) We obviously need to do something different. The report calls out most of what we know as a city government regarding the long term sustainability of our current fire protection service. In the course of these meetings over the last year, the committee has reached out to public in various venues to explain the problem and get feedback on what the community would like to see for a solution. Aside from the varying viewpoints regarding government in general and how we deliver the services that we are here to provide, the vast majority of the people we've engaged on this issue want the "problem" solved. That said, the "problem" as described in the report in this packet is what is generally accepted by the public when we discuss it with them, and there's definitely a desire to see stability in our fire protection services. My general impression from the public is that, while most don't fully understand the issues with sustainability and operational costs, they don't seem to think that doing without a fire department is any sort of option at all. It's reasonable to conclude that the public's preferred solution is to fund an operationally stable and sustainable fire department that provides, at a minimum, the current level of service we provide.
 - 2) We have to increase fire protection service funding. There are a lot of options on how we can do this; however, the committee has concluded that a new district that regionalizes Garibaldi, Garibaldi Rural and Bay City is the most fiscally conservative.

We can discuss this more during the council meeting.

IX. STAFF REPORTS

- A. Legal – Nothing in the packet.
- B. Fire – (PAGES 53 – 54)
- C. Police – Nothing in the packet.
- D. Public Works – (PAGES 55 – 60).
Also, City Engineer's report (PAGES 61 – 65)
- E. Planning and Administrative Reports:

I'll give a verbal report these items during the meeting.

X. COUNCIL REPORTS

[I've included the Council Goals for 2016 on (PAGES 66 – 67) and the internet went down while I was getting the packet together, so there's no calendar]

XI. ADJOURNMENT

No motion is necessary, simply adjourn and state the time for the record.

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City Hall, PO Box 708, Garibaldi, OR 97118
Office: (503) 322-3327 | Fax: (503) 322-3737
City email: city@ci.garibaldi.or.us

REGULAR COUNCIL MEETING AGENDA

Monday, October 17, 2016 – 7:00 P.M.

Council Chambers, Garibaldi City Hall, 107 6th Street, Garibaldi, Oregon

REGULAR CITY COUNCIL MEETING

- I. CALL TO ORDER
- II. CONSENT CALENDAR
 - A. Approval of Minutes – September 19, 2016, Regular Council Meeting
 - B. Adoption of a Resolution to Contract with Geosciences Management International, Inc. for Archeological Monitoring Services for the City of Garibaldi
- III. PUBLIC COMMENT
- IV. PRESENTATIONS
- V. CORRESPONDENCE
- VI. COMMUNITY REPORTS
- VII. OLD BUSINESS
- VIII. NEW BUSINESS
 - A. Ordinance Governing the Use and Occupation of the Public Right of Way Utility Providers in Garibaldi – *Discussion Only*
 - B. Intergovernmental Agreement with the Port of Garibaldi for Contract Code Enforcement Services
 - C. Garibaldi Fire Service Steering Committee Final Report
- IX. STAFF REPORTS
- X. COUNCIL REPORTS
- XI. ADJOURNMENT

+ Supporting documents for this agenda are available at City Hall.

+ This notice has been posted at City Hall, City Reader Board, Post Office, and Library.



P.O. Box 708 / 107
6th Street Garibaldi, OR 97118
Phone: (503) 322-3327
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The City of Garibaldi is an equal opportunity employer and provider

REGULAR GARIBALDI CITY COUNCIL MEETING

Tuesday, September 19, 2016

Council Chambers, 107 6th Street, Garibaldi, 7:00 P.M.

I. CALL TO ORDER

Mayor Suzanne McCarthy called to order the regular City Council meeting at 7:00 p.m. Present were Council President Terry Kandle, Council members Eugene Tish, Marlene Westerfield, and Norm Shattuck, Becky Bridge (Hook, Line & Sinker), Kelley Cook (Kelley's Place), Becky Sage (The Ghost Hole Public House), City Engineer Blake Lettenmaier, Fire Chief Jay Marugg, City Manager John O'Leary, and Assistant Recorder Kylie Poklikuha.

II. CONSENT CALENDAR

Mayor McCarthy asked if any council member wanted to remove any item from the Consent Calendar to Old Business. Mayor McCarthy called for a motion.

A. Approval of Minutes - August 15, 2016 Regular Council Meeting

MOTION Made by Cn Tish to approve the consent calendar as presented. Seconded by Cn Shattuck. AYES: McCarthy, Kandle, Tish, Westerfield, Shattuck. NAYS: None. MOTION PASSED.

III. PUBLIC COMMENT

[None]

IV. PRESENTATIONS

[None]

V. CORRESPONDENCE

Joe Wrabek, Planning Commission Chair - Proposed Changes to the Current Residential Zoning in Garibaldi.

O'Leary commented on the letter from the Planning Commission Chair requesting that the commission review the existing zoning related to multifamily housing. Council discussed the request and asked O'Leary to work with the commission on their proposed changes.

VI. COMMUNITY REPORT - Garibaldi Tourism Commission

Minutes presented to council. No discussion.

VII. OLD BUSINESS - Ordinance to Change the Zoning of Land-Arizona Way
O'Leary reported that the Planning Commission approved the conditional use application submitted by Paul Daniels earlier that evening and revised the recommendation to the council to change the zone according to the amended application. Daniels will be purchasing additional property that will need the zone changed from R-1 to C-1 as well. Council had no questions.

MOTION made by Cn Tish to adopt an ordinance by title. The title of the ordinance, which has been provided to the council more than seven days prior to this meeting and which has been available at City Hall for inspection in that time, is "An ordinance amending the Garibaldi Comprehensive Plan Map and the Garibaldi Zoning Map to change the land zone designation for a portion of property located at tax lots 1200, 1300 and a portion of 490 of Tillamook county tax assessor map 1N1022BA in conformance with the Garibaldi Comprehensive Plan, Garibaldi Municipal Code Title 18, Statewide Planning Regulations, Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR)." Again, the title of the ordinance is "An ordinance amending the Garibaldi Comprehensive Plan Map and the Garibaldi Zoning Map to change the land zone designation for a portion of property located at tax lots 1200, 1300 and a portion of 490 of Tillamook county tax assessor map 1N1022BA in conformance with the Garibaldi Comprehensive Plan, Garibaldi Municipal Code Title 18, Statewide Planning Regulations, Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR). Seconded by Cn Kandle. AYES: McCarthy, Kandle, Westerfield, Tish, Shattuck. NAYS: None. Motion passed.

VIII. NEW BUSINESS

A. Amplified Sound Permit Process

Becky Sage, owner of the Ghost Hole Public House, made comments on the proposed resolution and expressed an opinion that Cn Tish not be allowed to vote on the resolution due to a perceived conflict of interest. She also commented that she felt the current sound ordinance is too vague and broad. Becky Bridge, owner of Hook, Line & Sinker, expressed similar concerns.

Discussion of the proposed amplified sound permit process, including some discussion regarding the legislative process. **MOTION by Cn Tish to approve a resolution establishing a permit process for the use of sound amplification devices for sound in Garibaldi. Seconded by Cn Kandle. AYES: McCarthy, Kandle, Westerfield, Tish, Shattuck. NAYS: None. Motion passed.**

B. Burn Barrel Permitting

Cn Kandle recommended continuing the discussion after the ballot in November. The Mayor tabled the matter until after the general election in November.

C. Approval of Paving Service Procurement

MOTION by Cn Tish to approve a resolution making a special exemption to the city's public contracting rules and authorizing staff to contract for

paving services based on informal solicitation. Seconded by Cn Kandle. AYES: McCarthy, Kandle, Westerfield, Tish, Shattuck. NAYS: None. Motion passed.

D. Resolution to Contract with KSH Construction Co. for the Installation of a Bridge on Arizona Way

MOTION by Cn Kandle to approve a resolution of the Garibaldi City Council acting as the local contract review board adopting findings and authorizing the city manager and the mayor to contract with KSH Construction Co. for the construction of the Arizona Way Bridget Project. Seconded by Cn Shattuck. AYES: McCarthy, Kandle, Westerfield, Tish, Shattuck. NAYS: None. Motion passed.

E. SDC Payment Agreement – Paul Daniels

MOTION by Cn Tish to authorize the City Manager to approve an SDC installment agreement with Paul Daniels and Garibaldi Leasing and Development per the process and policies establish by council resolution. Seconded by Cn Shattuck. AYES: McCarthy, Kandle, Westerfield, Tish, Shattuck. NAYS: None. Motion passed.

F. Contract for Code Enforcement Services – Discussion Only

O’Leary reported on a possible agreement for council consideration between the city and the Port of Garibaldi to contract their Loss Prevention Specialist to the city as a Code Enforcement Specialist. Council expressed their tentative support for the idea, and O’Leary said he’d bring something back to the Council in October.

IX. STAFF REPORTS

Legal. None.

Fire Department. Marugg reported on the progress of the steering committee. A draft report of the committee will be submitted to council in October, which will identify problems and discuss potential solutions and recommendations. Marugg stated that, at this point, the steering committee is finished. Marugg also noted that the process was very effective in getting Bay City and Rural District to discuss the issues with the city. Marugg indicated the next step will be to create a task force to develop a plan to form a new district and get it on the ballot as soon as May.

Police Department. None.

Public Works. Written report presented to council. No discussion.

Planning Department. O’Leary reported on the 26-unit apartment application that was just approved by the planning commission, and noted other potential applications that city staff was expecting in the next month.

Admin Department. O’Leary reported on the status of the Arizona Way bridge project, as well as other projects staff is currently working on. O’Leary also reported on discussions with residents of Watseco-Barview regarding the potential for annexation.

X. COUNCIL REPORTS

Cn Shattuck - None.

Cn Tish - None.

Cn Kandle - None.

Mayor McCarthy - None.

Cn Westerfield - None.

XI. ADJOURNMENT

Mayor McCarthy adjourned the meeting at 8:34 p.m.

Suzanne McCarthy, Mayor

ATTEST:

John O'Leary, City Manager

RESOLUTION 2016-__

A RESOLUTION OF THE GARIBALDI CITY COUNCIL ACTING AS LOCAL CONTRACT REVIEW BOARD ADOPTING FINDINGS AND MAKING A SPECIFIC EXEMPTION TO THE PUBLIC CONTRACTING RULES OF THE CITY OF GARIBALDI TO CONTRACT WITH GEOSCIENCES MANAGEMENT INTERNATIONAL, INC. TO PERFORM QUALIFIED PROFESSIONAL ARCHEOLOGIST SERVICES MEETING THE REQUIREMENTS OF 36 CODE OF FEDERAL REGULATIONS PART 61 APPENDIX A PRESENT TO MONITOR FOR ARCHEOLOGICAL OBJECTS DURING ALL PORTIONS OF THE PROJECT-RELATED EARTHMOVING DISTURBANCES FOR THE ARIZONA WAY BRIDGE CONSTRUCTION PROJECT

WHEREAS, the City of Garibaldi (City) has been awarded 75% funding by FEMA for the purpose of constructing a bridge (Project) on Arizona Way; and

WHEREAS, Garibaldi Municipal Code (GMC) §3.10.090(B), Contracts from \$5,000 to \$150,000, provides a process for the informal solicitation of bids when the contract price is more than \$5,000 and less than \$150,000; and,

WHEREAS, the Garibaldi City Manager and City Engineer have issued requests for proposals per the requirements of Garibaldi Municipal Code (GMC) §3.10.090(B); and

WHEREAS, Geosciences Management International, Inc. has submitted a proposal with qualifications, experience and rates meeting the requirements of 36 Code of Federal Regulations Part 61 Appendix A to monitor for archeological objects during all portions of the project-related earthmoving disturbances; and,

WHEREAS, the Garibaldi City Council (Council) acting as the Garibaldi Contract Review Board has reviewed a report presented the Garibaldi City Engineer to the Council, attached to and made part of this resolution as **Exhibit A**; and,

WHEREAS, the Council accepts the Proposal submitted from Geosciences Management International, Inc. for monitoring of the Project as a Qualified Professional Archeologist,

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:

Section 1. The Council finds the recitals to this Resolution are relevant facts and incorporated herein as findings for this Resolution.

Section 2. The Council hereby awards a contract to Geosciences Management International, Inc. (Archeologist) for the monitoring of the Project, and directs the City Manager to finalize an agreement based on the request for proposal documents.

Section 4. The City Manager is hereby authorized to enter into an agreement with Archeologist on behalf of the City for the monitoring of Project as described in the request for proposal documents issued by the City.

1 -- A RESOLUTION OF THE GARIBALDI CITY COUNCIL ACTING AS LOCAL CONTRACT REVIEW BOARD ADOPTING FINDINGS AND MAKING A SPECIFIC EXEMPTION TO THE PUBLIC CONTRACTING RULES OF THE CITY OF GARIBALDI TO CONTRACT WITH GEOSCIENCES MANAGEMENT INTERNATIONAL, INC. TO PERFORM QUALIFIED PROFESSIONAL ARCHEOLOGIST SERVICES MEETING THE REQUIREMENTS OF 36 CODE OF FEDERAL REGULATIONS PART 61 APPENDIX A PRESENT TO MONITOR FOR ARCHEOLOGICAL OBJECTS DURING ALL PORTIONS OF THE PROJECT-RELATED EARTHMOVING DISTURBANCES FOR THE ARIZONA WAY BRIDGE CONSTRUCTION PROJECT

Section 5. The City Manager is authorized to expend funds up to \$20,000 in payments to Archeologist for work, products and services included in agreement with Archeologist, and for the duration of the City's agreement with Archeologist.

Section 6. The City Manager and City Engineer are authorized and directed to act as the Owners Representatives and Project Managers for the duration of the Project and the agreement with Contractor, and to make all decisions regarding changes and modifications to the scope of Project that are deemed necessary by the City Manager and City Engineer to ensure proper monitoring of the Project.

Section 7. This resolution is effective as of the date of its adoption by the City Council.

PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR, this 17th day of October, 2016.

Suzanne McCarthy, Mayor

ATTEST:

John O'Leary, City Manager

Attached - **Exhibit A** - Recommendation to Council from Blake Lettenmaier, City Engineer, dated September 30, 2016.

2 -- A RESOLUTION OF THE GARIBALDI CITY COUNCIL ACTING AS LOCAL CONTRACT REVIEW BOARD ADOPTING FINDINGS AND MAKING A SPECIFIC EXEMPTION TO THE PUBLIC CONTRACTING RULES OF THE CITY OF GARIBALDI TO CONTRACT WITH GEOSCIENCES MANAGEMENT INTERNATIONAL, INC. TO PERFORM QUALIFIED PROFESSIONAL ARCHEOLOGIST SERVICES MEETING THE REQUIREMENTS OF 36 CODE OF FEDERAL REGULATIONS PART 61 APPENDIX A PRESENT TO MONITOR FOR ARCHEOLOGICAL OBJECTS DURING ALL PORTIONS OF THE PROJECT-RELATED EARTHMOVING DISTURBANCES FOR THE ARIZONA WAY BRIDGE CONSTRUCTION PROJECT

**Professional Services Agreement
Between the City of Garibaldi (COG) and
Geosciences Management International, Inc. (GMI)**

This Agreement is made between the **City of Garibaldi** (“COG”), an Oregon municipal corporation, and **Geosciences Management International** (“GMI”), a Domestic Business Corporation registered with the Oregon Business Registry - Oregon Secretary of State

Recitals

- A. Geosciences Management International submitted a proposal attached as Exhibit “A” which describes an offer. This Agreement responds to that offer and proposes the terms specified herein.
- B. The City of Garibaldi is the party contracting for professional services.

Geosciences Management International hereby agrees to provide professional services to the COG on the following terms and conditions:

1. Consideration. GMI agrees to perform professional archaeological services as required by FEMA, the CORP, the COG and the Confederated Tribes of the Grand Ronde for the Arizona Bridge Construction Project (NWP-2016-405 Arizona Way).

2. Purpose. The purpose of this Agreement is to provide the required professional archaeological services by FEMA, the CORP, the COG and the Confederated Tribes of the Grand Ronde for the Arizona Bridge Construction Project (NWP-2016-405 Arizona Way).

3. GMI’s Responsibilities. GMI is responsible for completing the Work as required in this paragraph and agrees to:

A. Produce the Work as described in Exhibit A, attached hereto and incorporated herein, for \$35 per hour and \$140.00 per diem rate.

B. Provide COG with services outlined the CORPs letter and enclosures dated September 21, 2016 and attached hereto as Exhibit B.

D. Warrant and correct any work completed or contracted by GMI that does not conform to the requirements in Exhibit B. GMI agrees to undertake said corrections without additional cost to the City of Garibaldi or the COG.

4. COG Responsibilities. COG shall pay GMI the amount of \$35 per hour and \$140.00 per diem rate in the way described in Exhibit A. COG will make monthly payments within 30 days of receiving invoices from GMI to GMI.

5. Additional Requirements. As applicable under Oregon law and Garibaldi Municipal Code, GMI shall comply with the provisions of this section. These provisions shall also apply to, and be incorporated into, any agreement by a subcontractor to provide services to GMI for the project.

A. Insurance. GMI shall maintain commercial motor vehicle insurance, with an insurance company or companies licensed to do business in Oregon, insuring GMI against all legal liability for damages to persons or property by reason of GMI's exercise of its rights or performance of its obligations under this Agreement.

B. Indemnity. GMI shall hold harmless, indemnify, and defend City of Garibaldi, its officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at trial and on appeal and whether or not a trial ever takes place) arising from, during, or in connection with GMI's performance of this contract, except liability arising out of the sole negligence or malfeasance of City of Garibaldi, its employees or independent contractors. Such indemnity shall also cover claims brought against City of Garibaldi under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Payment for labor or materials. GMI shall promptly pay all persons supplying labor or material for the performance of the work provided for in this contract. GMI shall not permit any lien or claim to be filed against the COG on account of any labor or material furnished. GMI shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167. (ORS 279B.220).

6. Start Date. GMI agrees after receiving a signed original of the Agreement and being notified of Contractor's start date to begin providing the services required herein.

7. Completion Date. GMI agrees to complete the required services within one month of completion of field work.

8. Default; Termination. This Agreement may be terminated after a party has delivered notice of default at least thirty days prior to termination and has allowed a reasonable opportunity to cure the default. If the party given notice of default has not cured the default, or diligently begun to cure the default within ten days of receiving notice, either party may terminate this Agreement as follows:

A. By GMI, if COG is in default of payment and more than 15 days late in making any payment due under Paragraph 4.

B. By COG, in the event GMI is in default by without cause failing to complete the Work by the completion date (or by any extended date of completion permitted under the terms of this Agreement). In the event of termination under this provision, GMI shall return to COG all payments made pursuant to Paragraph 4, but shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Work.

C. Notice of exercise of termination under this section shall be provided to the other party in writing at least ten days before termination and shall include the grounds therefore.

9. Compliance with law. GMI shall comply with all applicable federal, state, and local laws, including Garibaldi ordinances, prohibiting discrimination in employment.

10. Dispute Resolution. Any dispute between the parties as to the interpretation, application, breach, or validity of this Agreement shall be decided by mediation, if agreed to by the parties, or arbitration, if agreed to by the parties. In the event a party to this Agreement files a claim or suit based on this Agreement, such claim must be filed in a court of competent jurisdiction for Tillamook County, Oregon. The parties hereby agree to submit to the jurisdiction of such court(s). The prevailing party in any such action shall be entitled to payment of its costs and fees, including attorney fees incurred at trial and on appeal, by the other party.

11. Assignment. Except as provided in this Section, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assignees. GMI shall not assign this Agreement in whole or in part without the prior written approval of COG. This prohibition against assignment by GMI shall include a prohibition against any assignment by operation of law.

12. Non-Waiver. No waiver or neglect by COG or GMI to enforce its rights on breach of any provision of this Agreement by the other party shall be deemed a waiver by COG or GMI of such rights on any subsequent breach of the same provision or of any other provision of this Agreement.

13. Governing Law. The laws of the State of Oregon shall govern the interpretation, validity, performance, and enforcement of this Agreement, without regard to conflict of law provisions.

14. Agreement Administration. COG's administrator for this Agreement shall be John O'Leary, City Manager, or such other person as the COG has designated in writing. Except as otherwise expressly stated in this Agreement, any actions that COG may take under this Agreement, including but not limited to issuance of approvals, decisions to terminate, and giving of notices, shall be sufficient if taken by the City Manager.

15. Modifications. This Agreement contains the entire agreement between the COG and GMI regarding the subject matter of the Agreement, and no agreements shall be effective to change, modify, or terminate this Agreement in whole or in part unless in writing and duly signed by COG and GMI.

16. Effective date. This Agreement shall take effect as of the date last signed below.

City of Garibaldi

John O’Leary, COG City Manager

Date

Geosciences Management International, Inc.

Maury Morgenstein, President

Date

Attachments: Exhibit A – GMI Proposal
Exhibit B – CORP Requirements

Exhibit A

Dear Mr. Lettenmaier,

Thank you for letting us know about the project. I talked with you on the phone today. We are immediately available, but will need to know very soon as we have paperwork to do before we can go in the field - with SHPO office records, and we should contact the tribe in advance as you noted in your letter.

The person who would do the project is Malia Johnson, MPh, RPA.

She is a registered archaeologist with the State of Oregon, and a registered professional archaeologist with the Feds. Her hourly all inclusive rate is \$35.00 per hour. We generally use the GSA per diem rates for the county the job is located in and that is stated online as \$140/day. There are no transportation costs charged.

I am enclosing Malia's CV, and if you would like any other information please let me know.

Regards,

Maury

Maury Morgenstein, PhD, RPA

President GMI

510-295-3216 cell

memgmi@gmail.com

On Mon, Sep 26, 2016 at 12:44 PM, Blake Lettenmaier <blake@ci.garibaldi.or.us> wrote:

1. There are no known cultural resources within the project area.
2. The expected schedule for the project 8 hour days 5 days per week.
3. The expected duration for the monitoring project is for 3-4 weeks starting about October 5-6.
4. The monitoring will be continuous.
5. Please submit an hourly rate for a Qualified Professional Archeologist, and a separate fixed fee or NTE amount for reporting efforts.

Blake

Blake Lettenmaier

City Engineer/Project Manager

City of Garibaldi

503-322-3327

Sent: Monday, September 26, 2016 11:48 AM

To: John OLeary <john@ci.garibaldi.or.us>

Cc: Blake Lettenmaier <blake@ci.garibaldi.or.us>

Subject: Seeking Qualified Professional Archeologist project services

Greetings,

The City of Garibaldi is seeking Qualified Professional Archeologist meeting the requirements of 36 Code of Federal Regulations Part 61 Appendix A present to monitor for archeological

objects during all portions of the project-related earthmoving disturbances. The project is going to start in about one week. So timing is of the essence. The name of the project is "Arizona Way Bridge Construction Project" and it is located in Garibaldi Oregon.

The work requires the following task.

Permittee shall implement the Inadvertent Discovery Plan (Enclosure 6) and immediately notify the U.S. Army Corps of Engineers, Portland District, Regulatory Branch and State Historic Preservation Office if at any time during the course of the authorized work, human remains or cultural resources are discovered and keep the Corps notified of the status of the consultation if required.

Within 90 days of completing earthmoving disturbances, the permittee shall submit a brief monitoring report (one paper copy and one CD) prepared by the professional archeologist(s) that performed the monitoring to the address on the permit letterhead that describes the monitoring activities. The monitoring report shall include the following components: the permit number; name(s) and qualification(s) of archeologist(s) that did the monitoring; topographic and aerial map showing area monitored; dates of monitoring; description of activities monitored to include depth; description of cultural material identified or lack thereof; and photos of the monitoring activities.

Permittee shall notify the Confederated Tribes of the Grand Ronde one week prior to start of construction. Contact Mr. Breece Edwards at 503-879-2084.

The project is being funded by FEMA and IFA which should qualify you for government rates at hotels in town. Plus the fishing is great right now! If you are interested in providing these professional services please reply with a brief resume, statement of qualifications and a rate schedule. Thank you in advance for your consideration.

Sincerely,

Blake Lettenmaier

Blake Lettenmaier
City Engineer/Project Manager
City of Garibaldi
503-322-3327

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GARIBALDI, OREGON,
GOVERNING THE USE AND OCCUPATION OF THE PUBLIC RIGHT OF WAY
AND ESTABLISHING AN APPLICATION PROCESS, FEES, AND TERMS FOR SUCH USE**

Section 1. Short Title. This Ordinance shall be referred to as the “Right of Way Management Ordinance.”

Section 2. Jurisdiction and Management of the Public Rights of Way.

- A. The City has jurisdiction and exercises regulatory management authority over all City Public Rights of Way pursuant to the City Charter and State law. The City’s purpose for exerting its management authority over the Public Rights of Way is to protect and efficiently manage the public’s resources and to ensure fair and non-discriminatory access to the Public Right of Way.
- B. The City has jurisdiction and exercises regulatory management over each Public Right of Way whether the City has a fee, easement, or other legal interest in the Right of Way. The City has jurisdiction and regulatory management of each Right of Way whether the legal interest in the Right of Way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.
- C. No Person may occupy or encroach on a Public Right of Way without the permission of the City. The City grants permission to use Rights of Way through Franchise Agreements and Construction permits.
- D. The exercise of jurisdiction and regulatory management of a Public Right of Way by the City is not official acceptance of the Right of Way, and does not obligate the City to maintain or repair any part of the Right of Way.
- E. The City retains the right and privilege to cut or move any Communications Facilities located within the Public Rights of Way as the City may determine to be necessary, appropriate or useful in response to a public health or safety Emergency.

Section 3. Regulatory Fees and Compensation Not a Tax.

- A. The fees and costs addressed in this Ordinance, and any compensation charged and paid for regarding the use of the Public Rights of Way addressed in this Ordinance, are separate from and in addition to any and all other federal, State, local, and City fees, taxes, or charges as may be levied, imposed, or due from a Provider, its customers or subscribers, or on account of the lease, sale, delivery, or transmission of Services.
- B. The City has determined that any fee established by this Ordinance is not subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. These fees are not imposed on property or property owners.

- C. The fees and costs provided for in this Ordinance are subject to applicable federal and State laws.

DEFINITIONS

Section 4. Definitions. For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given the meaning set forth in the Communications Act of 1934, as amended, the Cable Act, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act. If not defined there, the words shall be given their common and ordinary meaning.

Cable Act - shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. § 521, *et seq.*

Cable Service - is to be interpreted consistent with federal law and means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, required for the selection or use of such video programming or other programming service.

Cable Service Provider - means any Person providing Cable Service. For the purpose of this Ordinance, Cable Service Providers are also "Providers".

City - means the City of Garibaldi, an Oregon municipal corporation, and individuals authorized to act on the City's behalf.

City Council - means the elected governing body of the City of Garibaldi, Oregon.

Control - means actual working control in whatever manner exercised.

City Property - means and includes all real property owned by the City and all property held in a proprietary capacity by the City but does not include Public Rights of Way and Utility Easements as defined herein.

Communications Service Provider - means any Person providing Communications Services and includes, but is not limited to: every Person who directly or indirectly owns, controls, operates or manages Communications Facilities within the City. For the purpose of this Ordinance, Communications Service Providers are also "Providers".

Communications Service(s) - any service provided for the purpose of transmission of information including, but not limited to voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the Provider itself and whether or not the transmission medium is wireline. Communications Services includes all forms of telephone services and voice, video, data or information transport and includes Cable Service offered by a Cable Service Provider, but does not include: (1) open video system service, as defined in 47 C.F.R. 76; (2) private Communications System services provided without using the Public Rights of Way; (3) over-the-air radio or television broadcasting to the public-at-large from Facilities licensed by the Federal Communications Commission or any

successor thereto; and (4) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.

Conduit - means any structure, or portion thereof, containing one or more Ducts, Conduits, manholes, bolts, cables, fiber, or other infrastructure used by or for any telegraph, telephone, electrical utility, conductors.

Construction - means any activity in the Public Rights of Way resulting in physical change thereto, including excavation or placement of structures, but excluding routine maintenance or repair of existing Facilities.

Days - means calendar Days unless otherwise specified.

Duct - means a single enclosed raceway for conductors or cable.

Emergency - has the meaning provided for in ORS 401.025.

Facilities – means all plant, equipment and property, including but not limited to the poles, pipes, mains, Conduits, Ducts, cable, and wires located under, on, or above the surface of the ground within the Public Right of Way and used or proposed to be used for the purpose of providing Utility Services, Cable Services or Communications Services.

Federal Communications Commission - means the federal administrative agency, or its lawful successor, authorized to regulate and oversee Communications or Cable Service Providers on a national level.

Franchise or Franchise Agreement - means an agreement between the City and a Provider which grants a privilege to use Public Right of Way within the City for a limited, dedicated purpose and in return for specific compensation.

Franchisee – means a Provider who is a party to a valid Franchise Agreement with the City.

OPUC - means the statutorily created State agency in the State of Oregon responsible for licensing and regulation of certain Utilities as set forth in Oregon law, or its lawful successor.

Overhead Facilities - means all Facilities above the surface of the ground, including the underground supports and foundations for such Facilities.

Person - means an individual, corporation, company, association, joint stock company or association, firm, partnership, or limited liability company.

Provider(s) - means any Person applying to use or occupy or using or occupying the Public Rights of Way for the purpose of providing Utility Services, Communications Services, or Cable Services to residents or locations inside or outside of City boundaries. Communications Service Providers, Cable Service Providers, and Utility Service Providers are all “Providers” as defined herein.

Private Communications Network - means a system, including the Construction, maintenance or operation of the system, for the provision of a service or any portion of a service which is owned or operated exclusively by a Person for their own use and not for resale, directly or

indirectly. "Private communications network" includes services provided by the State of Oregon pursuant to ORS 190.240 and 283.140.

Public Rights of Way or Right of Way - include, but are not limited to: City streets, roads, highways, bridges, alleys, sidewalks, public easements, and other public ways generally open to travel, including the subsurface under and air space over these ways; but does not include parks, parkland or other City Property not generally open to the public for travel. A Public Right of Way shall exist only to the extent of the City's right, title, interest or authority to grant a Franchise to occupy and use such areas. "Public Rights of Way or Right of Way" shall also include Utility Easements as defined below.

Right of Way Use Fee- means the fee imposed upon a Provider for its occupation of or use of the City's Public Right of Way without a valid Franchise Agreement which provides a valid Franchise Fee.

Services- means Utility Services, Communications Services, or Cable Services as the terms defined herein.

State - means the State of Oregon.

Telecommunications Act - means the Communications Policy Act of 1934, as amended by subsequent enactments including the Telecommunications Act of 1996, 47 U.S.C. § 151 *et seq.*

Underground Facilities - means Facilities located under the surface of the ground, but does not include underground foundations or supports for "Overhead Facilities."

Utility Easement - means any easement granted to or owned by the City and acquired, established, dedicated, or devoted for public purposes. "Utility Easement" does not include any easement dedicated solely for City use or any easement where the proposed use is inconsistent with the terms and conditions of the easement granted to the City.

Utility or Utility Service(s)- is to be interpreted consistent with state law and means any service for the transmission, generation, supply or distribution of electric energy, gas, or water.

Utility Service Provider(s)-means a Person providing Utility Services. For the purposes of this Ordinance, Utility Service Providers are also "Providers".

REGISTRATION OF PROVIDERS

Section 5. Purpose. The purpose of registration is:

- A. To assure that all Providers who have Facilities within the City and/or who provide Services within the City by using or occupying the Public Right of Way comply with the ordinances, rules and regulations of the City.
- B. To provide the City with accurate and current information concerning Providers who offer Services within the City or who own or operate Facilities within the City.
- C. To assist the City in the enforcement of this Ordinance and the collection of any City Franchise fees or Right of Way Use Fees or charges.

Section 6. Registration Required.

- A. Unless exempted in this Section 6, all Providers who own, operate or use Facilities within the City's Public Right of Way and all Providers who provide Services to any customer within the City, shall register with the City on a form provided by the City, within forty-five (45) Days of the effective date of this Ordinance. Any prospective Providers who want to install or use Facilities within the City's Public Right of Way or want to provide Services within the City after the effective date of this Ordinance shall register with the City on a form provided by the City prior to installing Facilities or providing Services.
- B. After registering with the City pursuant to subsection 6.A of this Section, the Provider shall, by December 31st of each year, file with the City a new registration form if it intends to maintain Facilities or provide Services at any time in the following calendar year. Providers who file an initial registration pursuant to subsection 6.A on or after September 30th shall not be required to file an annual registration until December 31st of the following year.
- C. In lieu of filing the City's registration form, a Provider may submit to the City a copy of its application and approved license from either: a) the Oregon Public Utility Commission (PUC); or b) the Federal Communications Commission. To the extent not included in the application and license materials submitted pursuant to this subsection 6.C, registrants also shall provide the following information:
 - 1. The identity and legal status of the registrant, including the name, address, and telephone number of the duly authorized officer, agent, or employee responsible for the accuracy of the registration information.
 - 2. The name, address, and telephone number for the duly authorized officer, agent, or employee to be contacted in case of an Emergency.
 - 3. A description of the registrant's existing or proposed Facilities within the City, a description of the Facilities that the registrant intends to construct, and a description of the Services that the registrant intends to offer or provide to Persons, firms, businesses, or institutions within the City or outside of the City.

Section 7. Registration Fee. Each registration form shall be accompanied by a nonrefundable registration fee in an amount to be determined by resolution of the City Council. The registration fee required by this Section shall be subject to all applicable limitations imposed by federal or State law.

Section 8. Exceptions to Registration. The following Providers and Facilities are exempted from registration:

- A. Communications Facilities owned and operated exclusively by the State or a political subdivision of this State, for their own public purpose use.
- B. A Private Communications Network, provided in a manner that does not occupy any Public Rights of Way.

CONSTRUCTION STANDARDS

Section 9. General. No Person shall commence or continue with the Construction, installation or operation of Facilities within a Public Right of Way except as provided in Sections 12 through 28 of this Ordinance and in compliance with all applicable City and State codes, rules, and regulations.

Section 10. Construction Codes. Facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, State and local codes, rules and regulations including the National Electrical Safety Code.

Section 11. Construction Permits Requests. Except in the event of an emergency, no Person shall construct or install any Facilities within a Public Right of Way without first obtaining a Construction permit and paying the Construction permit fee as established in §13.30 of the Garibaldi Municipal Code. No permit shall be issued for the Construction or installation of Communications Facilities within a Public Right of Way unless:

- A. The requestor has first filed a registration form with the City as required by Sections 5 through 8 of this Ordinance; and
- B. The requestor has applied for and received a Franchise pursuant to this Ordinance.

In the event of an emergency and in compliance with City Code, a permittee or its contractor may perform work on its Facilities to address the emergency without first obtaining a permit from the City provided it attempts to notify the City prior to commencing the emergency work and in any event applies for a permit from the City and pays any applicable permit fee as soon as reasonably practicable. As used in this Section 11, "emergency" means a circumstance in which immediate repair to damaged or malfunctioning Facilities is necessary to restore lost service or prevent immediate harm to Persons or property.

Section 12. Construction Permits. Requests for permits to construct Facilities shall be submitted upon forms to be provided by the City and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

- A. That the Facilities will be constructed in accordance with all Federal, State, and City applicable codes, rules and regulations.
- B. That the Facilities will be constructed in accordance with any applicable Franchise Agreement.
- C. The location and route of all Facilities to be installed aboveground or on existing poles.
- D. The location and route of all Facilities on or in the Public Rights of Way to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route within the City. Existing Facilities shall be differentiated on the plans from new Construction. If requested, a cross section shall be provided showing new or existing Facilities in relation to the street, curb, sidewalk or Right of Way.
- E. The Construction methods to be employed for protection of existing structures, fixtures, and Facilities within or adjacent to the Public Rights of Way, and description of any improvements that applicant proposes to temporarily or permanently remove or relocate.

Section 13. Verification. All Construction permit requests shall be accompanied by the verification of a registered professional engineer, or other qualified and duly authorized representative affirming that the drawings, plans and specifications submitted comply with applicable technical codes, rules and regulations.

Section 14. Construction Schedule. All Construction permit applications shall be accompanied by a written Construction schedule, which shall include an estimated date for completion of Construction. The Construction schedule is subject to approval by the Public Works Director.

Section 15. Construction Permit Fee. Unless otherwise provided a Franchise Agreement, prior to issuance of a Construction permit, the requestor shall pay a permit fee in an amount to established by the City. Such fee shall be designed to defray the actual costs of City administration of the requirements of this Ordinance.

Section 16. Issuance of Permit. If satisfied that the plans and documents submitted comply with all requirements of this Ordinance and with any applicable Franchise Agreement, the Public Works Director or his or her designee shall issue a permit authorizing Construction of the Facilities, subject to such further conditions affecting the time, place and manner of performing the work.

Section 17. Notice of Construction. Except in the case of an Emergency, the permittee shall notify the Public Works Director not less than two (2) working Days in advance of any excavation or Construction in the Public Rights of Way.

Section 18. Compliance with Permit. All Construction practices and activities shall be in accordance with the permit and the approved final plans and specifications for the Facilities. The Public Works Director and representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements.

Section 19. Noncomplying Work. Subject to the notice requirements in Section 27, all work which does not comply with the permit, the approved or corrected plans and specifications for the work, or the requirements of this Ordinance, shall be removed at the sole expense of the permittee. The City is authorized to stop work in order to assure compliance with the provision of this Ordinance.

Section 20. Completion of Construction. The permittee shall promptly complete all Construction activities so as to minimize disruption of the Public Rights of Way and other public and private property. All Construction work within Public Rights of Way, including restoration, must be completed within one hundred twenty (120) Days of the date of issuance of the Construction permit unless an extension or an alternate schedule has been approved by the appropriate City official.

Section 21. As-Built Drawings. If requested by the City, the permittee shall furnish the City with up to two (2) complete sets of plans drawn to scale and accurately depicting the location of all Facilities constructed pursuant to the permit. These plans shall be submitted to the City Engineer or designee within sixty (60) Days after completion of Construction, in a format acceptable to the City.

Section 22. Restoration of Public Rights of Way and City Property.

- A. When a permittee performs or directs any work in or affecting any Public Rights of Way or upon City Property, it shall at its own expense promptly restore such ways or property to as good an order and condition as existed prior to the work, unless otherwise directed by the City.
- B. If weather or other conditions do not permit the complete restoration required by this Section, the permittee shall temporarily restore the affected Rights of Way or property. Such temporary restoration shall be at the permittee's sole expense and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- C. If the permittee fails to restore Rights of Way or property to good order and condition, the City shall give the permittee written notice and provide the permittee a reasonable period of time not exceeding thirty (30) Days to restore the Rights of Way or property. If, after notice, the permittee fails to restore the Rights of Way or property to as good an order and condition as existed before the work was undertaken, the City shall cause such restoration to be made at the expense of the permittee.
- D. A permittee shall use suitable barricades, flags, flagging attendants, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any Person, vehicle or property by reason of such work in or affecting such Rights of Way or property.

Section 23. Performance and Completion Bond. Unless otherwise provided in a Franchise Agreement, a performance bond or other form of surety acceptable to the City equal to at least 100% of the estimated cost of Constructing permittee's Facilities within the Public Rights of Way of the City shall be provided to the City before Construction is commenced.

- A. The surety shall remain in force until sixty (60) Days after substantial completion of the work, as determined in writing by the City, including restoration of Public Rights of Way and other property affected by the Construction.
- B. The surety shall guarantee, to the satisfaction of the City:
 - 1. Timely completion of Construction;
 - 2. Construction in compliance with applicable plans, permits, technical codes and standards;
 - 3. Proper location of the Facilities as specified by the City;
 - 4. Restoration of the Public Rights of Way and other property affected by the Construction; and
 - 5. Timely payment and satisfaction of all claims, demands or liens for labor, material, or services provided in connection with the work.

LOCATION OF FACILITIES

Section 24. Location of Facilities. All Facilities located within the Public Right of Way shall be constructed, installed and located in accordance with the terms of the Construction permit and approved final plans and specifications for the Facilities, and all applicable City codes, rules and regulations. Unless otherwise specified in a Franchise Agreement, whenever any existing electric utilities or electric Facilities are within a Public Right of Way and are required by the City to be located underground, a Provider occupying or proposing to occupy the same Public Right of Way must also locate its Facilities underground at its own expense.

Section 25. Interference with the Public Rights of Way. No Provider may locate or maintain its Facilities so as to interfere with the City's use of the Public Rights of Way or to unreasonably interfere with use by the general public or by other Persons authorized to use or occupy the Public Rights of Way. All use of Public Rights of Way shall be consistent with City codes, ordinances and regulations.

Section 26. Relocation or Removal of Facilities.

- A. A Provider shall, at no cost to the City, temporarily or permanently remove, relocate, change or alter the position of any Facilities within the Public Rights of Way, including relocation of aerial Facilities underground, when requested to do so in writing by the City. No Franchise Agreement shall preempt or otherwise affect this relocation and removal requirement.
- B. Nothing in this Section 26 precludes a Provider from requesting reimbursement or compensation from a third party, pursuant to applicable laws, regulations, tariffs or agreements. Provider shall timely comply with the requirements of this Section regardless of whether or not it has requested or received such reimbursement or compensation.
- C. The City shall provide at least 30 days written notice of the time by which the Provider must remove, relocate, change, alter or underground its Facilities. The City may grant extensions upon the Provider's request. If a Provider fails to remove, relocate, alter or underground any Facility as requested by the City, the Provider shall pay all costs incurred by the City due to such failure, including but not limited to costs related to project delays. Upon such failure, the City may cause the Facility to be removed, relocated, altered or undergrounded at the Provider's sole expense and shall use qualified personnel or contractors consistent with applicable State and federal safety laws and regulations. Upon receipt of a detailed invoice from the City, the Provider shall reimburse the City for the costs the City incurred within thirty (30) Days.

Section 27. Removal of Unauthorized Facilities. Within thirty (30) Days following written notice from the City or at a later date agreed upon by the parties, any Provider or Person who owns, controls or maintains any Facilities within the Public Rights of Way shall, at its own expense, remove such Facilities. A Facility is subject to removal under this Section in the following circumstances:

- A. One (1) year after the expiration or termination of the Provider's Franchise Agreement, unless the City has provided written authorization for abandonment in place.

- B. Upon abandonment of a Facility within the Public Rights of Way. A Facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and authorized purpose for a period of ninety (90) Days or longer. A Facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the Facility is being replaced. The City shall contact the Provider before concluding that a Facility is abandoned. A Facility may be abandoned in place and not removed if the City authorizes such abandonment and non-removal in writing and there is no apparent risk to the public safety, health, or welfare.
- C. If the Facility was Constructed or installed without the appropriate prior authority at the time of Construction or installation.
- D. If the Facility was Constructed or installed at a location not authorized by the Provider's Franchise or other legally sufficient permit.

Section 28. Coordination of Construction Activities. A Provider is required to make a good faith effort to cooperate with the City in coordinating construction activities.

- A. By January 1 of each year, a Provider shall provide the City with a schedule of their known proposed Construction activities in or near or affecting the Right of Way.
- B. If requested by the City, a Provider shall meet with the City to schedule and coordinate Construction in the Public Rights of Way.
- C. All Construction locations, activities and schedules shall be coordinated, as ordered by the City Engineer or designee, to minimize public inconvenience, disruption or damages.

FRANCHISE AGREEMENTS REQUIRED

Section 29. Registration, Franchise Application, and Franchise Agreement Required.

- A. Prior to occupying City Public Rights of Way, all Providers shall first register with the City pursuant to Section 6, shall file a Franchise Application with the City pursuant to Section 30 below, and shall enter into a Franchise Agreement with the City.
- B. Any Person whose Facilities occupy the Public Right of Way, with or without a valid Franchise Agreement from the City, must comply with all provisions of this Ordinance, specifically including payment of right of way fees pursuant to Section 36.

Section 30. Franchise Application.

- A. Any Person who desires a Franchise Agreement with the City must first file a Franchise application with the City Manager or his or her designee. The purpose of a Franchise Application is to provide the City with necessary information regarding the Provider's Services and Public Right of Way needs. The Franchise Application shall include, at minimum, the following information:
 - 1. The identity of the applicant.

2. A description of the services to be offered or provided by the applicant over its Facilities, including an indication of whether the applicant will provide solely Cable Service.
 3. Engineering plans, specifications, and a network map in a form customarily used by the applicant of the Facilities located or to be located within the Public Rights of Way in the City, including the location and route requested for applicant's proposed Facilities.
 4. The area or areas of the City the applicant desires to serve and a preliminary Construction schedule for build-out to the entire Franchise area, including an indication of the number of current customers within the City boundaries.
 5. Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the Facilities and to offer or provide the Service proposed.
 6. An accurate map showing the location of any existing Facilities in the City that applicant intends to use or lease.
- B. Any Provider occupying the Public Rights of Way without a Franchise Agreement as of the effective date of this Ordinance shall file a Franchise Application pursuant to this Section within forty-five (45) Days of the effective date of this Ordinance.

Section 32. Determination by the City. The City shall issue a written preliminary determination granting or denying the Franchise application in whole or in part. If the Franchise Application is denied, the written determination shall include the reasons for denial. The City shall evaluate the Franchise Application based upon: the continuing capacity of the Public Rights of Way to accommodate the prospective Franchisee's proposed Facilities; the prospective Franchisee's legal, technical and financial ability to comply with the provisions of this Ordinance; and the prospective Franchisee's compliance with applicable Federal, State and local laws, rules, contractual obligations and regulations.

Section 33. Scope of Franchise Agreement; Effect of Ordinance on Franchise Agreement.

- A. No Franchise granted pursuant to this Ordinance shall convey any right, title or interest in the Public Rights of Way, but shall provide a non-exclusive grant to use and occupy the Public Rights of Way for the limited purposes, terms, and conditions provided in the Franchise Agreement.
- B. The rights granted by any Franchise Agreement are limited to the right to use the Public Rights of Way for the provision of Services as defined herein. Nothing in the Franchise shall be construed to prevent the City from grading, paving, repairing and/or altering any Public Rights of Way, constructing, laying down, repairing, relocating or removing City infrastructure or establishing any other public work, or improvement of any kind, including repairs, replacement or removal of any City infrastructure. If a Franchisee's Facilities interfere with the Construction, repair, replacement, alteration or removal of any Public Rights of Way, public work, City improvement or City infrastructure, except those used to provide competing Services, such Facilities shall be removed or relocated as provided in this Ordinance, in a manner acceptable to the City and consistent with industry standard engineering and safety codes.

- C. A Franchise Agreement granted hereunder shall at all times comply with the requirements of this Ordinance unless this Ordinance expressly authorizes different Franchise Agreement terms. In this Ordinance, such authorization is indicated by the introductory phrase, “Unless otherwise specified in a Franchise Agreement...” In the event of a conflict between this Ordinance and a Franchise Agreement which contains unauthorized, conflicting terms, this Ordinance shall prevail.

Section 34. Term of Grant. Unless otherwise specified in a Franchise Agreement, a Franchise granted hereunder shall be in effect for an initial term of five (5) years and may be renewed subject to Sections 38 and 39 of this Ordinance.

Section 35. Franchise Territory. Unless otherwise specified in a Franchise Agreement, a Communications Franchise granted hereunder shall be limited to a specific geographic area of the City to be served by the Franchisee and the Public Rights of Way necessary to serve such areas and may include the entire City.

Section 36. Franchise Fee and Right of Way Use Fee.

- A. A Franchise Agreement granted hereunder shall require the Franchisee to pay a Franchise Fee in an amount determined by resolution of the City Council.
- B. Every Provider occupying or using the Public Rights of Way without a Franchise Agreement, whether or not the Provider owns the Facilities used to provide its Services, shall pay a Right of Way Use Fee in the amount of the Franchise Fee determined by resolution of the City Council.
- C. If the Provider’s sole use of the Public Right of Way is to place wireless Facilities above the ground on existing poles or similar structures in the Public Right of Way and the Provider does not install or use lines, wires or cables, a Provider is not required to pay a Right of Way use fee or a Franchise fee under this Section. Such a wireless Provider must, however, comply with all other applicable requirements of this Ordinance and all other applicable City codes, regulations and rules. Nothing in this Subsection C limits the City’s authority to charge reasonable rental or pole attachment rates for the private use of City property.
- C. Unless otherwise specified in a Franchise Agreement, the Franchise fees required by this Section shall be paid within thirty (30) Days after the end of each calendar quarter. Each payment shall be accompanied by an accounting of gross revenues and a calculation of the amount payable. The Franchisee shall pay interest at the rate of nine percent (9%) per year for any payment made after the due date.
- D. The Franchise Fee or Right of Way use fee required in this Section remains subject to all applicable limitations imposed by federal or State statutes.

Section 37. New Facilities or Services.

- A. A new Franchise shall be required of any Franchisee who desires to extend or locate its Facilities within Public Rights of Way of the City if such Facilities are not included in a non-expired, valid Franchise Agreement with the City.

- B. A new Franchise shall be required of any Franchisee who desires to provide an additional Utility Service, Communication Services or Cable Service which was not previously included in a non-expired, valid Franchise Agreement with the City.

Section 38. Franchise Term Renewals. Unless otherwise specified in a Franchise Agreement, a Franchise, if renewed, shall be renewed in the following manner.

- A. Franchisees who desire to renew a non-expired, valid Franchise under this Ordinance shall, not less than one hundred eighty (180) Days before expiration of the current Franchise Agreement, file a request for renewal with the City, which shall include the following information:
 - B. The information required pursuant to Section 30 of this Ordinance.
 - C. Any additional information required pursuant to the existing Franchise Agreement between the City and the Franchisee.
 - D. Any desired amendments to the existing Franchise Agreement, including the desired renewal term, provided that such amendments do not violate or conflict with this Ordinance.
 - E. Confirmation that the Franchise does not owe any fines, fees, or unpaid debts to the City.

Section 39. Renewal Determinations. Within ninety (90) Days after receiving a complete renewal request, the City shall issue a written determination granting or denying the renewal request in whole or in part. Such renewal shall be for a renewal term or terms to be mutually decided on by the parties. If the renewal request is denied, the written determination shall provide the reasons for non-renewal. The City shall evaluate the renewal based upon the capacity of the Rights of Way to accommodate the Franchisee's Facilities; the Franchisee's legal, technical and financial ability to comply with the provisions of this Ordinance; and Franchisee's compliance with any applicable federal, State and local laws, contractual obligations, rules, or regulations.

Section 40. Obligation to Cure As a Condition of Renewal. The City shall not renew a Franchise Agreement unless the Franchise has cured any violations or defaults in the Franchisee's performance of the Franchise Agreement, or of the requirements of this Ordinance or has provided the City with a City-approved plan detailing the corrective action to be taken.

Section 41. Assignments or Transfers of Franchise. A Franchise granted under this Ordinance may not be directly or indirectly transferred, assigned or disposed of by sale, lease, merger, consolidation or by other act of the Franchisee, by operation of law or otherwise, without the prior written consent of the City. City consent conditions may include, but shall not be limited to:

- A. The Franchisee and the proposed assignee or transferee of the Franchise shall agree in writing to assume and abide by all of the provisions of the Franchise Agreement.
- B. No transfer shall be approved unless the City determines the assignee or transferee has the legal, technical and financial ability to comply with the provisions of this Ordinance and applicable Federal, State and local laws, rules, regulations.

- C. Unless otherwise specified in an unexpired, valid Franchise Agreement, the Franchisee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a Franchise.
- D. Any transfer or assignment of a Franchise, system or integral part of a system without prior City approval or without a valid Franchise Agreement shall be void and is cause for revocation of the Franchise.

Section 42. Termination of Franchise Agreement. A Franchise Agreement to use or occupy Public Rights of Way may be terminated by the City for the following reasons:

- A. Construction or operation in the City or in the Public Rights of Way without a Construction permit.
- B. Construction or operation at an unauthorized location or in violation of City approvals or permits.
- C. Failure to comply with Section 41 herein with respect to sale, transfer or assignment of a system or Franchise.
- D. Misrepresentation by or on behalf of a Franchisee to the City in any Registration request or Franchise Application or Franchise renewal request.
- E. Unauthorized abandonment of Facilities in the Public Rights of Way.
- F. Failure to relocate or remove Facilities as required in this Ordinance.
- G. Failure to pay taxes, compensation, fees or costs when and as due the City under this Ordinance or under an applicable Franchise Agreement.
- H. Insolvency or bankruptcy of the Franchisee.
- I. Violation of material provisions of this Ordinance.
- J. Violation of the material terms of a Franchise Agreement.

Section 43. Notice and Duty to Cure. In the event that the City believes that grounds exist for termination of a Franchise Agreement, the City shall give the Franchisee written notice of the alleged violation and shall provide a short and concise statement of the nature and general facts of the violation. City shall provide the Franchisee a reasonable period of time, not exceeding thirty (30) Days, to furnish evidence that:

- A. Corrective action has been or is being expeditiously pursued to remedy the violation;
- B. Rebuts the alleged violation; and/or
- C. Explains why it would be in the public interest to impose a penalty or sanction less than termination.

Section 44. Public Hearing. In the event that a Franchisee fails to provide evidence reasonably satisfactory to the City as provided in Section 43, the City Manager shall refer the

alleged violation to the City Council. The City Council shall provide the Franchisee with reasonable notice and a reasonable opportunity to be heard concerning the matter.

Section 45. Standards for Franchise Termination or Lesser Sanctions. If persuaded that the Franchisee has violated a material provision of this Ordinance or of a Franchise Agreement, the City Council may terminate the Franchise or may establish some lesser sanction and cure, including but not limited to the assessment of penalties pursuant to Section 60. In doing so, the City Council shall consider the nature, circumstances, extent, and gravity of the violation as reflected by one or more of the following factors, whether:

- A. The violation was egregious.
- B. Substantial harm resulted.
- C. The violation was intentional or repeated.
- D. There is a history of prior violations of the same or other requirements.
- E. There is a history of overall compliance.
- F. The violation was voluntarily disclosed, admitted or cured.

Section 46. Other City Costs. All Franchisees or Providers shall, within thirty (30) Days after City's written demand therefore, reimburse the City for all reasonable direct and indirect costs and expenses incurred by the City in connection with any modification, amendment, renewal or transfer of the Franchise or any Franchise Agreement consistent with applicable State and federal statutes.

Section 47. Damage to Provider's Facilities. Unless directly caused by the City's negligent, intentional or malicious acts, and at all times limited by Oregon statutory and constitutional tort claim limits without exception, the City shall not be liable for any damage or injury to or loss of any Facility, property, or Person as a result of or in connection with any City public works, public improvements, Construction, excavation, grading, filling, or work of any kind in the Public Rights of Way by or on behalf of the City, or for any consequential losses resulting directly or indirectly therefrom.

Section 48. Duty to Provide Information.

- A. Except in Emergencies, within sixty (60) Days of the City's written request, a Provider shall provide the City with the following:
 - 1. Information sufficient to demonstrate that Provider has complied with all requirements of this Ordinance and any applicable Franchise Agreement, including but not limited to the Franchise fee or Right of Way use fee payments required by Section 36.
 - 2. All books, records, maps, and other documents, maintained by the Provider with respect to its Facilities within the Public Rights of Way.

- C. If the City's audit or review of the Provider's books, records and other documents or information demonstrates that the Provider has underpaid the applicable Franchise fee or the Right of Way use fee by three percent (3%) or more in any one year, the Provider shall reimburse the City for the cost of the audit or review, in addition to correcting the underpayment and paying any interest or penalties owed. Any underpayment, including any interest or audit cost reimbursement, shall be paid within thirty (30) Days of the City's notice to Provider of such underpayment, or as otherwise specified in a Franchise Agreement or other written agreement between the parties.

Section 49. City Use of Provider's Services or Facilities. If the City contracts for the use of a Provider's Facilities, services, installation, or maintenance, and the City provides written permission, the Provider may deduct the applicable charges from Franchise fee or Right of Way Use Fee payments. The terms and conditions of the City's use of such services or facilities shall be specified in a written Franchise Agreement or other agreement between the City and the Provider.

Section 50. Compensation for City Property. If any right is granted by lease, Franchise Agreement, or other manner, to use and occupy City Property for the installation of Facilities or other infrastructure, the compensation to be paid for such right and use shall be fixed by the City through a separate agreement with the Provider.

Section 51. Cable Franchise. Cable Service Providers shall be subject to this Ordinance and shall also enter into a Cable Franchise Agreement with the City, subject to all applicable provisions of State and federal law, including the Cable Act.

Section 52. Leased Capacity. A Provider may, without prior City approval, offer or provide capacity or bandwidth to its customers by lease, use agreements or otherwise, provided that the Provider shall notify the City of the following: that such lease or use agreement has been granted and the type or nature of the use or lease granted.

Section 53. Insurance. Unless otherwise specified in a Franchise Agreement, each Provider shall, as a condition of the grant, secure and maintain liability insurance policies in amounts and types satisfactory to the City which insure both the Provider and the City and its elected and appointed officers, officials, agents and employees as additional insured. The liability insurance policies required by this Section shall be maintained by the Provider throughout the term of the Franchise Agreement, and any such other period of time during which the Provider is operating or has Facilities within the Public Rights of Way. Each Provider shall maintain continuous uninterrupted coverage and shall provide such policies upon City's request. As an alternative to the insurance requirements contained herein, a Provider may provide evidence of self-insurance, subject to acceptance by the City.

Section 54. General Indemnification. Each Franchise Agreement shall include, to the extent permitted by law, Franchisee's express promise to defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorneys' fees and costs of suit or defense, arising out of, relating to, resulting from or alleged to arise out of, relate to or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Franchisee or its affiliates, officers, employees, agents, contractors or subcontractors in the Construction, operation, maintenance, repair or removal of its Facilities or related to the Provider's provision of Services over the Facilities, whether or not such acts or omissions are authorized, allowed or prohibited by this Ordinance or by a Franchise Agreement.

Section 55. Performance Surety. Before a Franchise granted pursuant to this Ordinance is effective, and as necessary thereafter, the Provider shall provide a performance bond, in form and substance acceptable to the City, as security for the full and complete performance of a Franchise granted under this Ordinance, including any costs, expenses, damages or loss the City pays or incurs because of any failure attributable to the Franchisee to comply with the City Code, ordinances, rules, regulations or permits. This obligation is in addition to the performance surety required by Section 23 for Construction of Facilities.

GENERAL PROVISIONS

Section 56. Governing Law. Any Franchise Agreement granted under this Ordinance is subject to the provisions of the constitutions and laws of the United States and the State of Oregon and the ordinances and Charter of the City.

Section 57. Written Agreement. No Franchise Agreement shall be granted hereunder except by a writing duly executed by the Franchisee and the City.

Section 58. Nonexclusive Grant. No Franchise Agreement granted under this Ordinance shall confer any exclusive right, privilege, license or Franchise to occupy or use the Public Rights of Way.

Section 59. Severability and Preemption. If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, or is superseded by State or federal legislation, rules, regulations or decision, the remainder of the Ordinance shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the Ordinance, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Ordinance shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or State laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision shall be read to be preempted only to the extent required by law. In the event such federal or State law, rule, or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding, without the requirement of further action on the part of the City.

Section 60. Penalties. Any Person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Ordinance or a valid Franchise Agreement shall, pursuant to § 1.10 of the Garibaldi Municipal Code be subject to a penalty of not less than Five Hundred Dollars (\$500.00) for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs.

Section 61. Other Remedies. Nothing in this Ordinance shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Ordinance.

Section 62. Captions. The captions to sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Ordinance.

Section 63. Compliance with Laws. Any Provider under this Ordinance shall comply with all federal and State laws and regulations, including regulations of any administrative agency thereof, as well as all ordinances, resolutions, rules and regulations of the City heretofore or hereafter adopted or established during the entire term of any Franchise granted under this Ordinance which relate to the Construction, maintenance and operation of Facilities.

Section 64. Application to Existing Ordinances and Franchise Agreements. To the extent that this Ordinance is not in conflict with and can be implemented consistent with existing ordinances and existing Franchise Agreements, this Ordinance shall apply to all existing ordinances and existing Franchise Agreements governing the use of the Public Right of Way for Services. In the event of a conflict between this Ordinance and the terms of a valid, non-expired Franchise Agreement adopted after the Effective Date of this Ordinance, the terms of this Ordinance shall prevail.

FIRST READING by the Council this ____ day of _____, 2016.

SECOND READING by the Council this ____ day of _____, 2016.

ADOPTED by the Common Council this ____ day of _____, 2016.

APPROVED by the Mayor this ____ day of _____, 20____

ATTEST:

Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GARIBALDI AND THE PORT OF GARIBALDI**

This Intergovernmental Agreement (IGA or Agreement) is entered into by the CITY OF GARIBALDI, an Oregon municipal corporation, and the PORT OF GARIBALDI, an Oregon municipal corporation (collectively “parties”), effective _____(DATE).

The parties agree as follows:

RECITALS

- A. This IGA is made pursuant to ORS 190.010, which provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the Agreement, or its officers or agents, has the authority to perform.
- B. The **PORT OF GARIBALDI** (“District”) is a governmental district created by Tillamook County as prescribed by Oregon law (ORS 777), and employs a code enforcement and loss prevention agent for the purpose of regulating the District’s facility user’s policies.
- C. **CITY OF GARIBALDI** (“City”) is an incorporated municipality as defined by Oregon law and the constitution of the State of Oregon, and seeks to utilize the District’s code enforcement and loss prevention agent for the purpose of municipal code enforcement and regulation.
- D. District has available personnel who are qualified to provide services desired by the City, and is willing to share its personnel with City for the purpose of municipal code enforcement and regulatory functions in a non-managerial capacity.
- E. This IGA establishes the terms under which City and District agree to share District personnel for the purpose of municipal code enforcement and regulations within the City’s municipal boundaries.

TERMS

Section I. General Provisions

- 1. District Services to City. District will provide personnel services at an hourly rate to City for the purpose of administratively regulating and enforcing the City’s municipal code. Scope of service is defined in section’s II and III of this agreement.

2. City Personnel. At all times under this IGA, City employees shall remain employees of City and under City supervision. City is wholly responsible for its employees including assigning employee duties, paying all wages and benefits (including but not limited to insurance and worker's compensation), paying payroll tax, and applying all laws, regulations, and policies relating to employment, including any adopted personnel rules. District employees shall have no managerial or supervisory control over City employees, and shall not direct, supervise or discipline City employees.
3. District Personnel. At all times under this IGA, District employees shall remain employees of District and under District supervision. District is wholly responsible for its employees including assigning employee duties, paying all wages and benefits (including but not limited to insurance and worker's compensation), paying payroll tax, and applying all laws, regulations, and policies relating to employment, including any adopted personnel rules. City will have no managerial or supervisory responsibilities of District employees under this IGA. Any employee assigned by District to perform the responsibilities of the position of Code Enforcement Specialist as described in this agreement will not be managed, supervised or disciplined by City employees. District's designated Code Enforcement Specialist shall provide services as described in section II of this IGA.
4. Amendments. This IGA may be amended provided the amendment is reduced to writing and signed by the parties. Any amendment shall be attached to and made a part of the IGA by incorporation. Unless stated otherwise, an amendment shall be effective as of the date last signed by a party.
 - a. Change in Law Affecting Services. Any change in law, rule, or regulation affecting the services performed under this IGA shall not require a modification of this IGA. However, if either party determines a change in law, rule, or regulation materially affects the District's ability to perform services or the charges to City for services, the parties may at any time mutually agree to amend the IGA as appropriate under the circumstances.
 - b. Charges for Service. At any time, the City or District may propose changes in fees to other party. Parties agree that any changes proposed must be approved by the Garibaldi City Council and the Port of Garibaldi Board of Commissioners, and shall take effect after the approval of both parties. Any amendment in the IGA related to charges for service must be in writing and be approved as an amendment to the IGA by both parties.
5. Term of IGA and Termination of IGA. This IGA shall be in effect upon the day of the last executed signature of this IGA. Either party may terminate this IGA at any time with thirty (30) days' written notice to the other party. Parties may mutually agree to terminate this IGA at any time in writing. Upon termination of

this IGA as described in this section District shall invoice City for any outstanding balance on service provided to City by District.

6. Dispute Resolution. The parties agree to first attempt to resolve any complaint or problem through their respective managers in an informal process. If such process is unsuccessful, the dispute shall be mediated by an appointee of each of the governing bodies, or by the governing bodies, as the parties determine appropriate in the circumstances.

7. Insurance and Indemnification.
 - a. Each party shall be responsible, to the extent allowed by law (including the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

 - b. Each party to this agreement is responsible for obtaining insurance sufficient to cover claims to the applicable limits of the Oregon Tort Claims Act for local public bodies, and any other applicable insurance for its respective employees such as worker's compensation. Each party will be responsible for adding to its policy of insurance the name of the other party as an additional insured.

 - c. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, each party shall indemnify and hold harmless the other party from all claims, damages, or expenses of any kind, including attorney's fees and other costs and expenses of litigation, for personal or property damage arising out of the indemnifying party's performance required by this Agreement.

 - d. City's performance of services is conditioned upon District's compliance with applicable law, including Oregon Public Contracting Code and Districts public contracting rules.

8. Delegation of Authority. The City Manager of the City of Garibaldi, and the General Manager of the Port of Garibaldi, shall be the respective agents authorized to implement and administer this IGA.

9. Notice. Unless specified otherwise, notice provided under this Agreement shall be effective the date mailed or sent electronically to the parties as follows:

John O'Leary, City Manager
City of Garibaldi
P.O. Box 708
Garibaldi, Oregon 97118
john@ci.garibaldi.or.us

Michael Saindon, General Manager
Port of Garibaldi
P.O. Box 10
Garibaldi, OR 97118
manager@portofgaribaldi.org

9. Integration. This IGA supersedes all prior oral or written agreements between City and District. It represents the entire agreement between the parties.
10. Savings. Should any clause or section of this IGA be declared by a court to be void or voidable, the remainder of this IGA shall remain in full force and effect to the extent practicable under the circumstances.
11. Waiver. Failure to enforce any provision of this IGA does not constitute a continuing waiver of that provision, any other provision, or of the entire IGA. The rights and duties under this IGA shall not be modified, delegated, transferred or assigned, except with the written consent of both parties.
12. Jurisdiction; Law. This IGA is executed in the State of Oregon and is subject to Oregon law and jurisdiction. Venue of any claim or suit shall be in Tillamook County, unless otherwise agreed by the parties.
13. Construction. The parties agree and acknowledge that the parties had the advice of counsel in the drafting of this Agreement, and that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not apply to interpretation of this Agreement.
14. No Third Party Beneficiaries. City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section II. District Responsibilities

1. Personnel for Services. District will provide District personnel to City for the purpose of administratively enforcing the City's municipal code. Personnel assigned to perform these services by District shall be recognized by District and City as the Code Enforcement Specialist, and shall utilize relevant knowledge and skills in the performance of services described in this IGA. The Code Enforcement Specialist shall provide certain administrative and procedural functions as follows:
 - a. Receive written and verbal reports of suspected or potential municipal code violations (violations) by city staff.
 - b. Investigate suspected or potential violations, make observations or collect evidence to support a determination of a violation or non-violation, and produce documentation demonstrating the methods and actions used in making a determination.

- c. Report to city staff on the status or determination of an investigation, provide determinations and recommendations for City action in consultation with the City's Manager.
 - d. Contact and converse with individuals associated with an investigation of a potential violation, take verbal or written statements and comments associated with an investigation and include any relevant information with the investigation report.
 - e. Contact and converse with individuals who have been determined to be responsible for violations for the purpose of notifying them of a violation, their options for correcting the violation and the steps they can take to contest the violation.
 - f. Providing information about the City's municipal code as it relates to an investigation to individuals making inquiry, and to provide contact information for city staff related to the code enforcement process.
 - g. Provide written and verbal reports regarding code enforcement activity to city staff as designated by the City's Manager.
 - h. Provide written correspondence as necessary to the investigative or enforcement process to city staff.
 - i. At the direction of District's manager, provide other functions and services consistent with those described in this IGA.
2. Duties. District personnel assigned to function as the Code Enforcement Specialist shall at all times perform the duties described in this IGA under the authority of the City Manager. Actions taken by the Code Enforcement Specialist shall be consistent with the personnel and operational policies of the City and the District, and any and all actions taken by the Code Enforcement Specialist in the course of providing services described in this IGA shall be in consultation with the City Manager. The Code Enforcement Specialist shall have the specific authority and responsibilities under this IGA to take the following actions:
- a. Advise individuals that they are being investigated for potential violations of the City's municipal code.
 - b. Inform individuals that they can contact and discuss code enforcement issues with the City Manager.
 - c. Provide an interpretation of the City's municipal code in the form of an administrative decision, and discuss this interpretation with individuals associated with the investigation or determination of a potential violation.
 - d. Provide direction to individuals on how to remedy a potential code violation using the best available information, and to advise individuals that any direction by the Code Enforcement Specialist related to a potential violation is offered in an advisory capacity for the purpose of resolving potential code violations.
 - e. Work in conjunction with law enforcement as designated by the City Manager when a citation is issued by the City for a municipal code violation.

3. Authority. District personnel assigned to function as the Code Enforcement Specialist shall not have the authority to issue citations on behalf of the City, unless given authority under state law and by the City. The City's law enforcement staff shall also have the authority to issue citations for municipal code violations in consultation with the Code Enforcement Specialist in situations where the Code Enforcement Specialist has performed an investigation and made a determination of violation. The District and the City agree that the designated Code Enforcement Specialist has limited representative authority on behalf of the City in the following capacity:
 - a. Investigative functions related to the City's municipal code enforcement process; and,
 - b. compliance authority as designated in individual instances of potential code violations by the City Manager.

4. Best practices. District and City agree that the designated Code Enforcement Specialist shall utilize best practices with investigation and regulation of potential code violations as agreed to by the District's and City's respective manager's, and shall take the following actions in each investigation:
 - a. Identify himself/herself as the City's Code Enforcement Specialist to all relevant individuals associated with the investigation; and,
 - b. state that the Code Enforcement Specialist is responsible for investigating potential code violations for the purpose of making a determination of violation; and,
 - c. provide contact information for City staff as designated by the City Manager for inquiries relating to the City's code enforcement process.

5. Services Performed. District will furnish all labor, professional, and technical services for the purpose of providing services described in this IGA. District agrees that District personnel are available at District's discretion, and that any inability of the District to provide personnel as requested by City does not constitute a breach of this IGA. District agrees to make all reasonable efforts to provide City with adequate personnel as requested by City. District agrees to notify City in situations where scheduled services or functions conflict with District matters, and the parties agree to evaluate these conflicts on per-situation basis to determine if services described in this IGA cannot be provided to City by District.

6. Responsibility for Personnel. All District employees providing services to City shall be responsibility of District and under its supervision. District is wholly responsible for paying all employee wages and benefits, including but not limited to insurance, workers compensation, and payroll tax. At all times under this IGA District employees shall be subject to District rules and policies related to employment and duties.

7. Notice of Authorized Personnel. District will provide City written notice of District personnel authorized by District to provide services to City, including contact information for each such person. District will notify City of any changes in such authorized personnel at least 30 days prior to the change taking effect.
8. Charges for Service.
 - a. The charge to City for services provided by District under this IGA will be \$35 per District employee staff hour, payment due to District within 30 days of statement for services performed the previous month.
 - b. The hourly charge is based on the following assumptions:
 - i. Labor and services will be billed at a flat, hourly rate of \$35 per hour and includes transportation and all District's indirect costs.
 - ii. The parties estimate the services required per month will not exceed an average 20 personnel hours in a month as calculate in a calendar year; however, parties agree that additional hours may be requested by the City on an as-needed basis.
 - iii. The hourly rate includes the use of all District-owned equipment, vehicles or materials used by District personnel to perform services, including the cost of any maintenance such vehicles or the replacement of such materials.
 - c. Before January 1, 2018, the parties will review the services performed and make any mutually agreed adjustments to charges as provided in Section I(4), Amendments.
9. Reports and Records. District will produce and maintain records concerning the services described in this IGA. District will be responsible for its personnel assigned under this IGA to report to District and City on services performed on a monthly basis or as otherwise determined appropriate by the parties. All work products developed or used by the District in the performances of the services described in this agreement shall belong to the City. Such work products include, but are not limited to, written reports, field notes, pictures or video/audio recordings. All work products shall be provided to City upon request or upon the termination of this IGA.
10. Access to Records. City will have access to all documents, records, and reports of District relevant to services provided by District. All records must be maintained as specified by City and District public records retention schedules. District is not responsible for the maintenance or retention of City records. City is not responsible for the maintenance or retention of District records.
11. Security Responsibility. District will cooperate with City's security requirements. District personnel will not occupy City facilities unattended or after regular

operational hours, and will not be responsible for locking or otherwise securing City facilities.

12. Other Responsibilities. District shall meet all other applicable provisions of this IGA, including but not limited to those requirements of Section I(7) related to insurance and indemnification.

Section III. City Responsibilities

1. **Disclosure of Records and Related Matters.** City is responsible to disclose all matters relating to the code enforcement services provided by District. All consultation and work produced by District will be based on information provided by City and as developed and/or determined by District employee(s).
2. **Payment for Services.** City is responsible for paying District for services provided under this IGA within 30 days of receipt of a statement from City for services performed the previous month, as specified in Section II(8).
3. **Security Responsibility.** City is the ultimate authority responsible for security of its buildings and facilities.
4. **Other Responsibilities.** City shall meet all other applicable provisions of this IGA, including but not limited to those requirements of Section I(7) related to insurance and indemnification.

CITY OF GARIBALDI

PORT OF GARIBALDI

Suzanne McCarthy,
Mayor

Valerie Folkema,
President, Port Commission

Attest: _____
John O’Leary,
City Manager/Recorder

Attest: _____
Michael Saindon,
Port Manager

STEERING COMMITTEE REPORT

09/17/2016

The following is a report prepared for the Garibaldi City Council. In this report the steering committee will define the problems of the Garibaldi Fire Department, discuss four solutions and finally make the steering committees recommended direction.

This report is prepared by the following members of the steering committee;

Jay Marugg – Chair of the steering committee, Fire Chief Garibaldi Fire Department, Transportation/Maintenance Director Tillamook School District #9.

Mike Saindon – Vice Chair of the steering committee, Manager of the Port of Garibaldi and retired Master Chief US Coast Guard.

John O’Leary – Secretary of the steering committee, City Manager Garibaldi.

Gary Ulbright – PIO for the steering committee, Director Tillamook Pioneer Museum.

Jerry Rilette– Vice PIO of the steering committee, retired Operations chief Hillsboro Fire Department.

Darrell Griffith – Fire Chief Bay City Fire Department.

Terry Kandle – Garibaldi City Council, retired Portland Fire Department.

Terry Bowman – Retired TVFR, board president of Nedonna Rural Fire District.

Randy Schild – Superintendent Tillamook School District #9.

David Olson – Bay City council, Port of Garibaldi.

John Luquette – Tillamook PUD.

Martin McCormick – Assistant Fire Chief Garibaldi Fire Department, Garibaldi public works.

The City of Garibaldi formed a steering committee to review and make recommendations to city council concerning the possible formation of a new fire district to better serve the public. The report is as follows;

PROBLEMS

For the last twenty plus years there have been small efforts to regionalize the city fire departments of Bay City, Garibaldi and Rockaway. So this is the area of focus the steering committee took to start the process. The steering committee came up with a problem statement in regards to the appointment. Its problem statement is as follows;

- Problem statement – The Bay City Fire Department, Garibaldi Fire Department and Rockaway Beach Fire Department have been under funded and under staffed for years.
 - 1) Each fire department cannot meet Federal and State mandates regarding safety and training.
 - 2) Each fire department cannot recruit, train and maintain enough volunteers to adequately and safely fight a residential structure fire not to mention a commercial building fire.

1) Each fire department is managed by a volunteer fire chief. All three fire chiefs are compensated with an annual stipend. The stipend range varies from department to department however; all three stipends combined do not equal the lowest paid full time - career Fire Chief in Tillamook County. With the amount of hours worked needed to manage the fire department, the stipend equals less than the state and federal minimum wage. In a court of law, a volunteer fire chief is held to the same accountability, liability and standards as a full time chief. The work load of a fire chief is too great to complete on a part time basis. **The current way the fire department is managed is not sustainable!**

2) The steering committee has determined that the fire service has evolved to the point that all three fire departments including the Garibaldi Fire Department cannot meet Federal and State mandates regarding safety and training. This means in a court of law, the Fire Chief, the City, Mayor, Council and City manager are accountable and liable. Period! What mandates are we talking about? OR OSHA has an entire list regarding safety in the fire service. There are too many to list in this report. They range from fire suppression efforts to how records are kept. Question; If the mandates cannot be met, what is the City supposed to do? From a liability standpoint, does the city shut its doors? If conducting fire rescue operations become too much of a liability, the city will have no choice to close the doors rather than face a wrongful death law suit. The occupation of firefighter is one of the most dangerous jobs. The Garibaldi Fire Chief has made its city manager and council aware for the last five years that the fire department cannot meet all standards and full time staff is needed to help meet the requirements. **In the fire departments current state of sustainability, the city has a huge liability looming.**

3) **TRAINING;** The Fire department is accredited for its training program from the Oregon Department of Public Standards Safety and Training, (DPSST). DPSST has evolved over the years to the point that the Garibaldi Fire Department barely meets the standards for basic fire suppression. There are more training requirements and hours to become basic certified for fire suppression efforts. The hours to maintain certifications have also increased. There is not enough time available by a volunteer fire chief to commit to a sustainable but most importantly, a safe training program.

It is a national trend of a decreasing volunteer firefighter force who will commit to the time and effort to be a volunteer firefighter. When a volunteer joins, they want to become trained in a safe and professional manner. They also want the ability to advance their training to a higher level than that of basic firefighter. If this is not provided, you will lose the volunteer. It is imperative to "Recruit, Train and Retain" your volunteers. The age of all three departments' volunteer force has increased. It is imperative a younger group be recruited, trained and retained for the future. **All three departments struggle to "Recruit, Train, and Retain" their volunteers.**

As a minimum it takes twelve to fifteen firefighters to effectively and safely fight a residential structure fire. It takes more to fight a commercial structure fire. If only two firefighters show up, well, you do the math. Or when six respond but only three are fully trained, this opens up a can of worms when someone is trapped or the citizen's property is in jeopardy and there are not enough resources or volunteers to safely and effectively make a rescue or even put the fire out. In all three departments, depending on the time of day, this is a very real scenario. **This current system is not safe or sustainable!**

4) **Dangers in today's fire service;** The committee has learned that today's fire service is much more dangerous and potentially deadly than ever before. To fight a fire in a modern residential building is so much more dangerous than it ever used to be. The building materials in today's buildings are weaker, burn faster and burn hotter than before. A building collapse is imminent within the first fifteen to twenty minutes of the fire due to the modern building materials being made of composite materials held together by glue and pressed wood.

Today's interior furnishings burn hotter and faster than ever before. Most all new interior furnishings are made of some sort of petroleum products that burn faster and hotter. In the old days, temperatures at the ceiling level could reach 1,000 degrees and take twenty to thirty minutes to reach that temperature. Today's temperatures are reaching 2,000 degrees in ten to twenty minutes depending on the fire load. This makes it very dangerous for offensive firefighter operations. To make an interior rescue of a homeowner or firefighter, the time to do so has now decreased. At a certain point when the temperature reaches a certain range, EVERYTHING in the room is on fire. This is called a "Flashover" In today's fire service, it not a matter of "IF, it is now "WHEN" flashover occurs. **Not having a fully trained firefighting force is not acceptable nor is our current system sustainable.**

Today's fire service has evolved beyond just firefighting. It has become an "all Hazards" fire service. When someone calls 911 and it is not obviously law enforcement related, dispatch sends the fire department. And on some occasions, we are also dispatched to incidents simply due to the fact that we are prepared to respond at all times. Regardless of what level your fire department trains to, 911

is going to page the fire department for most emergency situations not related to a law enforcement issue or a simple medical issue. Who else are they going to call? **In their current state, all three fire departments cannot effectively have the enough time to train for such non fire emergencies.**

5) **ISO/Insurance;** All fire departments are given a rating by the ISO to determine its capabilities for fire suppression. This sets a rate the insurance companies can charge for residential and commercial fire coverage. Through the efforts of the current chiefs, the Bay City Fire Department and the Garibaldi Fire Department currently have a respectable ISO rate of 3. Rockaway Fire has a current rate of 5 which represents higher rates to the homeowners and business owners in Rockaway. **With the unsustainability of all three departments, these rates will continue to go up for all residential and commercial building owners.**

6) The cost of insurance, equipment and wages make our current system beyond sustainability! The current revenue each department receives for its current operations is not sustainable. It has not been for some years now. The tax rate set in the Garibaldi Rural Fire district was set in the sixties. That rate was not meant to sustain an effective fire service for more than ten to twenty years. Yet, after almost sixty years, here we are struggling with the same rate. In the cities of Bay City, Rockaway, and Garibaldi, we have not kept up with the evolution of the fire service. The Cities have only allocated enough as to maintain a force the former and current Fire Chiefs could receive in its operation budgets. The City fire departments have too many things to compete for funding with to effectively run and maintain a fire department that can effectively deliver fire rescue services to its citizens and tax payers.

The cost of emergency equipment and apparatus has increased beyond what is set aside each year for equipment replacement. The increased cost has overtaken the amount it takes to replace equipment and apparatus. **The way all three departments are funded, is not effective or sustainable.**

CONCLUSION

This process has been eye opening for all committee members and general public. It has also taken more time than originally thought. With the definition of the problems, there was much discussion on the possible solutions to the problems. The following are four possible solutions and the repercussions of all four.

Before we get to that it must be noted that Fire Chief Darrell Griffith, Bay City Department and Fire Chief Jay Marugg, Garibaldi Fire Department have poured their heart and souls into making some plausible suggestions and shared their expertise in this resolution. At the start of this process, both Chiefs may have not seen eye to eye. But through this process, they have learned that although each department may not share the same views or experiences, they have come to the terms that we all have the same mission, face the same problems and must put any differences aside to advance the fire service in each community forward.

The steering committee has also experienced the presence of Fire Chief Barry Mammano of Rockaway Beach at a few of the steering committee meetings. Barry expressed very different views of the fire service and the current state of the Rockaway Beach Fire Department. His vision and unwillingness to change is not conducive of the direction of the current fire service or of the steering committee. Although the Rockaway tax payers and City Council of Rockaway may see different, Barry has made it clear he wants nothing to do with a regional approach to the fire service.

When trying to regionalize fire departments, you cannot force it on the fire department. The reluctance of Barry, is significant. A larger tax base would make it cheaper to the tax payers to increase the level of service they receive. Without Rockaway it makes it more expensive for our taxpayers and the Rockaway taxpayers. Does it make it impossible? No. Does it solve Rockaways problems? No. Barry will have to deal with those on his own.

SOLUTIONS – PROS AND CONS

OPTIONS

1) REGIONAL FIRE DISTRICT

A combined regional fire district consisting of City of Bay City, City of Garibaldi and the Garibaldi Rural Fire District

PROS;

- Shared resources may reduce the number of emergency equipment and assets.
- A steady funding source will provide full time staff to manage, recruit, train and retain an effective volunteer force.
- A steady funding source will increase the level of service to tax payers.
- A steady funding source can keep up with the amortization of a department's emergency equipment.
- With the formation of a new fire district, the ISO rating may decrease resulting in lower insurance rates for homeowners and business owners.
- Full time staff can concentrate on keeping up with state and federal mandates.

CONS;

- A new fire district may increase the amount of property tax to homeowners and business owners. However, there are ways to reduce the impact to tax payers to make the change easier. This will be discussed later in this report.

2) Contract with an existing fire district.

PROS;

- The City tax payers will be provided fire protection by a neighboring agency.

Cons;

- The City and tax payers may be charged a higher rate than they are paying now for fire coverage.
- The rate charged for fire protection can be changed at any time. The City will have no control of the cost.

- City assets will be managed by an outside agency that may reduce the number of resources and assets assigned to the city for fire and rescue services.
- The burden of providing fire coverage to our city has been discussed in depth by neighboring fire districts. The neighboring fire districts said they would not offer services to Garibaldi due to the cost. The cost they would have to charge does not meet their current tax rates set by the state. It would not make financial sense for them to do so.

3) **Establish a fee based system**

A fee based system would bill homeowners directly an annual fee and an incident based fee for fire and rescue services.

PROS;

- ?

Cons;

- If a homeowner does not pay the annual fee and has an incident, the fire department may not respond to the emergency due to nonpayment. There have been instances of this happening in other fee based systems. A fire department will show up to your house fire and watch it burn because of non-paid annual fees.
- An additional response fee may be billed in addition to the annual fee. How does one recover the fee if the homeowner does not pay it.
- What if the response is for someone from Portland or elsewhere in the world? You can bill their insurance company. Historically, fire departments who bill for non-district tax payers, only recover 60% of what they bill. This is not a stable or sustainable funding source.

4) **NO FIRE PROTECTION**

PROS;

NONE

CONS;

- With no fire protection, homeowners and business owner's fire insurance would be too expensive if not available at all. In essence, you can pay property tax for fire protection with an effective fire department or you can pay your insurance company without a fire department.

- No fire protection also means no “All hazard” protection. With the City trying to attract tourism, it will only be a matter of time before the tourists stop coming.
- Law enforcement and EMS rely on the fire service for assistance. No fire protection will decrease their effectiveness.
- No fire code enforcement.
- No building development input regarding emergency access for fire, police or EMS.
- Tax payers who are currently charged approximately .58 cents per thousand of their property tax for fire protection will still be billed that amount used for other services. This may result in very angry citizens who revolt against current council.

Steering committee recommendation;

With much research by the steering committee, we strongly recommend a combined regional fire district consisting of Bay City, City of Garibaldi and the Garibaldi Rural Fire District.

The Garibaldi Rural Fire District Board has been informed and supports this regional approach as opposed to the other options.

The City of Bay City council is in the process of passing a resolution to proceed with this approach. Fire Chief Darrel Griffin also supports the combined regional fire district consisting of Bay City, City of Garibaldi and the Garibaldi Rural Fire District. Attached to this report is an addendum written by Fire Chief Darrell Griffith.

It is also the recommendation of this steering committee that both the City of Bay City and the City of Garibaldi now engage the Garibaldi Rural Fire District to move this process forward by appointing a new committee to develop a solid financial plan for the new combined fire district. The aid of Special Districts will be needed in this next process.

Addendum to Chief Marugg's Garibaldi City Steering Committee Report.

I have been a member of the City of Garibaldi's Steering Committee for its duration, approximately one year. In that time, I have been privileged to work with a dedicated group of individuals on this task. Many of the group have Fire and or Public Safety backgrounds, and all brought with them a desire to find a solution to a problem that is immediate for the City of Garibaldi, and looming for the City of Bay City.

We differed slightly on the statement of the problem. My take on the problem is as follows;

The volunteer, or part time Fire Chief as it might be called because of the pay involved is managing the largest department of each of our various cities. This department is not only the largest when it comes to personnel, it is also the most intensive. By intensive I refer to the schedule, we are open for business 24 x 7 x 52, or every day of the year including holidays. Additionally the fire service, including volunteer departments have developed into modern all hazard response agencies. The training, equipment, medical, personnel, and facilities requirements of a volunteer fire department are all but identical to that of a career department. There are actually only two distinct differences with regard to consensus standards. 1) ISO only counts volunteers as 1/3 of a career firefighter, this means that we have to document 3 times the responders and training hours to compare with a career department. 2) NFPA (National Fire Protection Association) has a different response standard for first responding apparatus to a structure fire for career and volunteer departments. In every other way we face the same responsibilities and liabilities of a career department. Now we add that all of the above is managed by a volunteer, or at most a part time employee. In the case of Garibaldi and Bay City we have tried our best to manage the requirements by simply working more than full time hours. Even with that commitment we are both falling short in various areas.

Volunteer recruitment, training, and retention. We have a slightly different volunteer model than Garibaldi. We currently have 18 adult volunteers and 1 cadet. Of these we have zero city employees, and only one volunteer that works within the city limits of Bay City. Garibaldi has several city employees and a large group of cadets. In either case volunteers have been hard to come by and then even harder to retain. This is not a local or even regional issue, but rather national. As the training and response requirements have increased we have seen a decline in the number of volunteers. Right now we have seven adult trainees. Brand new volunteers. If I can maintain the training and education program at a successful pace, we may keep most of them, but again that will be dependent upon the adding additional training responsibilities to my schedule.

Responsibility

This process came about as a means to find a solution for a problem that is facing the City of Garibaldi right now, and that Bay City will be facing within the next couple of years. The problem for Garibaldi was the notice that their Chief decided to retire after 20 years as a volunteer and 13 years as Fire Chief. My initial intention was to attempt to reach the 10 year mark as Chief. I really don't see that as possible under this work load, and I will really try to make it for 2 more years until my youngest son, and our sole cadet graduates from high school. This brings me to the question. Who is responsible for Fire Protection within our city? I will eventually leave, and I have no prospect for an internal replacement.

When the time comes, who is responsible for the continuation of Fire Protection within our City? The Steering Committee decided that it is the responsibility of the City Manager and Council of the City of Garibaldi to address the concerns and options in Chief Marugg's Report with regard to Garibaldi, and I believe it is the City Council's responsibility to address the problems stated in the report and my addendum.

Here is the point where our responsibility as a department and that of the City's responsibility as citizen representatives of the City of Bay City needs to be clarified. I believe that the steering committee is handing the responsibility of the future of Fire Protection to the various City Councils.

Options

The Committee did look at several options in the process of our meetings.

Option #1 Regional district. This would be my recommended option. I feel that this option gives the citizens of a Bay City a sustainable model for fire protection for at least 15 to 20 years.

This will result in a special district with a tax rate, and to fulfill the current level of service it will cost the rate payers a bit more money. In the case of Bay City we would go from our current \$1.28 per thousand (General Fund and Levy) to approximately \$1.78 per thousand. Can it be done? It will be hard, but Maybe we could get a commitment from the city to not asses the \$0.81 per thousand portion of the general fund for a few years to mitigate costs?

Option #2 **Contract with another agency.** For Bay City this may be possible. It will also have a cost that may exceed our current general fund budget allocation and the levy that is set to expire next year.

This option can also lead to reduction in services as the closest Fire agency does not respond to medical call as we do. We can also expect to lose the identity and eventually many of our volunteers as we become a substation of a larger organization. And the contracted agency will be free to move our equipment to areas that they feel meets their response requirements and that may be outside of the City of Bay City.

Option#3 **Establish a Fee based system.** In what I read about these entities they are problematic in the extreme. And I would have several questions. 1) How do we collect and manage enrollment. 2) Who funds the agency if not enough people enroll 3) Do we simply watch houses burn down, or refuse to respond to John Does house if he didn't pay his membership?

Option #4 **No Fire Protection** This would be a disaster for our community and citizens. All of our residents and businesses would eventually pay more for insurance than we would be asking for the most expensive plan option considered. This insurance coverage would also be far less comprehensive than everyone's current fire policy. We would basically be paying a high risk pool rate to cover our mortgage requirement with almost no protection for our personal property absent extremely costly policies with secondary carriers.

And, beyond the cost of insurance, what is our personal safety worth. No initial response for medical calls so we will be waiting for an ambulance from either Garibaldi or Tillamook? We currently have the quickest response times in the county. But that would all change. And there are many other things our department and volunteers offer to the community, Emergency response in disasters to citizen assists for anything you could imagine.

And one more point. **Tillamook County's Emergency Response Systems** would all take a hit if Garibaldi or Bay City discontinued fire protection. Here are several secondary concerns. The current Ambulance Service Agreement requires response from Fire Agencies to augment their ambulance pool. For example we have 4 scheduled ambulances at most times and it is not uncommon to have more than one and often several ambulance runs occurring simultaneously. Many calls would require more than one ambulance to complete once fire resources were not available for lift assistance or other help. Neighboring Fire agencies would take a hit in ISO ratings, and in their response capabilities as Automatic and Mutual Aid would no longer be available from the areas with no fire protection. Police matters would also increase. We can and do respond to calls that are more police related than fire related. This would also place an increased burden on Law Enforcement, especially at times when there are no deputies on duty.

Going Forward

Our department will assist with public education, and I will personally assist with any advice that I can provide regarding current operations, equipment and budget levels, but beyond that the Council will have to take the lead on matter of the Future of Fire Protection and Rescue within the City of Bay City.

Respectfully,

Darrell Griffith
Fire Chief Bay City Fire Department



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503-322-3635 – FAX 503-322-3635
JAY MARUGG FIRE CHIEF
jay@ci.garibaldi.or.us

ACTIVITY

Honorable council members, Attached to this report is the steering committee report regarding fire protection in Garibaldi. Also included in the steering committee report is an addendum to the report written by Bay City Fire Chief Darrell Griffith. In Darrell's report he is addressing the City Council of Bay City.

Burn season is officially open County wide. The Oregon Department of Forestry in conjunction with all county Fire Chiefs has lifted the county wide burn ban. Typically it usually goes through the 15th of October. But with the rain fall amounts, it was opened October 1st.

Fire drills as of late we have been focusing on vehicle extrication. This year the majority of calls have been motor vehicle crashes. We have had the opportunity to obtain some old cars that we are practicing using our "Jaws of Life" on. Unfortunately, we broke a high pressure hydraulic line to the set of RAMS. We have ordered a new set of pressure lines to replace the broke ones.

CALLS

09/02/2016 – Motor vehicle crash Miami Foley MP 4, non-injury
09/02/2016 – Lift assist at 17494 Ocean Blvd.
09/06/2016 – Drill, tactical drill, climbing ladders, rasing tools, climbing ladders with SCBA
09/13/2016 – Drill, tactical drill, commercial buildings
09/15/2016 – Illegal burning in burn barrel, burning plastics after dark at 311 Arizona Way.
09/16/2016 – Burn complaint
09/20/2016 – Drill, Ambulance familiarization, spiking IV bags.
09/22/2016 – Lift assist at US Coast Guard station.
09/25/2016 – Burn complaint
09/25/2016 – Motor cycle crash at MP 5, Miami Foley rd.
09/27/2016 – Drill, vehicle extrication

EXPENDITURES

None

PERSONNEL CHANGES

Lieutenant Steve Schroetke has resigned

DEPARTMENT ISSUES

Continued lack of funding for full time staff to handle work load.

Our current rescue vehicle that is scheduled to be replaced this year is still giving us problems. It is in our budget this year and there is enough money in the PSE for the expenditure. Lately it has been surging as it drives down the road. This is due to an on board computer problem.

GOALS

Replace rescue vehicle this fiscal year.

TO: Mayor McCarthy, Council President Kandle, Cn Vice President Tish, Cn Shattuck, Cn Westerfield, City Manager O'Leary
 FROM: Martin McCormick, Public Works System Operator
 DATE: September 30, 2016
 SUBJECT: Public Works Staff Report

Greetings Mayor, Council and Manager, the month of September was a busy month for the public works department bringing our emergency water supply system back in ready-to-go condition. We are not there yet, but we are getting close. Should we lose all power and all fuel for generators or just both our well pumps fail at the same time, etc., this water supply will be able to provide drinking water to 99% of Garibaldi and all of Watseco-Barview.

Aside from regularly scheduled required tasks, public works also performed the following tasks.

- Sweep out Blower room and pipe gallery.
- Lab
- Cleared cows from road for hauling Bio solids
- Working on D.O. sensor.
- Meeting with USDA at Plant.
- switched out mowers.
- Cut brush up near 9th and Cypress Ave.
- Large flow coming into Lumbermen's L.S.
- Cleaned blower and built cart for it.
- Fixed water leak at 6th and Acacia.
- Fixed damaged 2" water main in Barview by RXR.
- Water samples.
- Lab
- Getting parts reading to cap off 8" water main Old Mill.
- Talked to Old Mill and started digging
- Lab
- Call about street paving.
- Worked on Hazardous response plan
- Checked in on water main work at Old Mill.
- Talked to Blake about Black topping.
- Checked Culverts to be dug out.
- Dealt with Grass Pile complaint at 115 10th st. (fire Hazard?)
- Ordered rock for Fir Ave. FEMA project.
- Getting equipment ready to rock Fir ave.FEMA PROJECT
- Rocking Fir ave.FEMA PROJECT
- Working on D.M.R.
- Rocking Fir ave.FEMA PROJECT
- Working on D.M.R.
- Help Port Unload 40 ft container.
- Looked at Barview Res. Road for completion of FEMA PROJECT>
- Rocking Fir ave.FEMA PROJECT
- Working on D.M.R.
- Finish D.M.R.
- Start getting Birch Ave. ready to blacktop.
- Getting other streets setup for signs and blacktop
- Start getting Birch Ave. ready to blacktop.
- Working on Water system survey.
- Checking out Barview Res. Overflow pipe out let.
- Start getting Birch Ave. ready to blacktop.
- Switched digesters,
- Checked trucks out.
- Dig ditch out on end of Biak ave.
- Take down TENT.
- Take down TENT.
- Decanting Digesters
- Researched and order torch down
- Look at riprap to fix in Barview to fix. (By water line)
- Finished Water Emergency Book.
- Set up sewer project on Acacia Ave.

- Pick up Concrete mix in Tillamook.
- Stop sign post at 5th and Birch.
- Replaced sewer service at 207 Acacia Ave.
- Replaced sewer service at 207 Acacia Ave.
- Placed blocks along intertie pipe on RXR at low spot.
- Worked on truck tail gate.
- Put STOP sign up at 5th and Birch ave.
- Setting up to clean digesters.
- Cleaning out #1 Digester.
- Cleaning out #1 Digester.
- Cleaned out Digesters.
- Cleaned out Digesters.
- Cleaned out Digesters.
- Worked on water survey.
- Take photos of all Reservoirs.
- Put photo album together for water survey.
- Get set up to pump out #3 digester.
- Cleaning out #3 digester.
- Cleaning out #3 digester.
- Burn complaint Twin rocks.
- Worked on water master plan document.
- Talked to Barbra T. about meter that needs raising.
- Worked on water master plan document.
- Put equipment away from cleaning Digesters.
- Checked on meter boxes concreted in on Biak ave.
- Lab
- Setting up work to get ready for Black top.
- Cleaned and painted Blower cover.
- Shoulder work on roads.
- Meeting about Fish House on Commercial Ave.
- Shoulder work on roads.
- Meeting about Fish House on Commercial Ave.
- Took samples.
- Gathered info. For Commercial Building project.
- Lab
- Patched damaged blacktop around Man Hole on 9th and HWY 101
- Raised water meter by Strawberry Ridge Rd.
- Raised water meter by Strawberry Ridge Rd.
- Clean up tools and fittings.
- Looked at Drainage ditch between S9th and s8th st.
- Replace bad 8" sewer main at 2nd and HWY 101
- Put tools and Equipment away.
- Ordered sewer Plant Membranes.
- Worked on drainage ditch by S9th st.
- Change out Caustic drums at wells.
- Meeting at City Hall Arizona Way Bridge.
- Running back up gen. at upper pole building
- Worked on hydraulic system on Back hoe.
- Send info. To Transit mix paving on roads needing paved.
- Worked on back up Digester blower.
- Added CL2 to tank.
- Worked on hydraulic system on Back hoe.
- Cleaned shop.
- Locate in Harborview Heights.
- Worked on Struby Creek Dam and trail.
- Attaching scoop blade to front of Backhoe.
- Fire hydrant Maintenance.
- Lab
- Worked on Fire Hydrant at S.7th and Biak.
- Dismantled old Fire hydrant.
- Worked on Fire Hydrant at S.7th and Biak.
- Worked on Fire Hydrant at S.7th and Biak.
- Put hoe pack away on Hill.
- Putting tools and parts away.

- Looked up info. On Gen. at Wells.
- Cleaned roadway and drainage ditch behind Eagle Downs.
- Unloaded brush in Dump truck.
- Worked on Struby Creek water line.
- Picked up concrete.
- Worked on Struby Creek water line.
- Worked on Struby Creek water line.
- Worked on water line and trail for Struby Dam
- Worked on water line and trail for Struby Dam
- Worked on water line and trail for Struby Dam
- Building prep for safety and security
- Replaced meters in Barview
- Locate in Barview
- Hauled sledge with Jim
- Put on flail mower
- Checked lift stations
- Fixed problem at wells
- Cleaned shop
- Fixed water leak at 6th in Acacia
- Door hangers
- Fixed water main in Barview
- Water samples
- Cleaned shop
- Got supplies ready to cap main at old mill
- Capped main at old mill
- Cleaned shop
- Worked on scraping roads for paving
- Helped port unload their storage container
- Worked on scraping roads for paving
- Worked on scraping roads for paving
- Checked lift stations
- Scraped road for paving prep
- Scraped road for paving prep
- Cleaned out culverts
- Checked lift stations
- Took down tent
- Took down tent
- Installed in meter boxes
- Cleaned out culvers
- Checked swap loader and 5 yarder
- Sewer service at 217 Acacia
- Sewer service at 217 Acacia
- Went to Tillamook to get cement bricks
- But bricks around culvert on rail road tracks
- Worked on tail gate on 1 ton
- Checked port lift stations
- Cleaned digester #1
- Cleaned digester #1
- Cleaned digester #1
- Cleaned digesters
- Cleaned digesters
- Cleaned up digester mess
- Measured out sewer service and put together parts list
- Cleaned up shop
- Checked lift stations
- Helped martin with water report
- Cleaned out digester
- Cleaned up from digester clean up
- Checked trucks
- Read meters
- Read meters
- Worked on street shoulder
- Re reads
- Worked on street shoulder
- Took water sample
- Cleaned out culverts
- Re reads
- Flagged for HWY 101 repair
- dug out meter box in WB
- Raised meter in WB
- Took caustic out to wells
- Fixed sewer main on 2nd St
- Fixed sewer main on 2nd St
- Checked trucks
- Checked lift stations
- Spread fill at tent sight
- Drained Struby Dam
- Cleaned around shop
- Started working on fire hydrants
- Worked on fire hydrants
- Worked on fire hydrants
- Unloaded car for drill
- Worked on fire hydrants

- Cleaned shop
- Hydrant maintenance
- Checked lift stations
- Worked on Struby damn water line
- Hauled brush
- Got s and fuel log
- Cleaned plant
- Got cows out of road at farm to spread sludge
- Changed out meters
- Looked up diffuser membranes for SBR
- Meeting with Blake
- Cleaned shop
- Lab
- Cleaned grease off of backhoe
- Checked lift stations
- Greased backhoe
- Went to Tillamook for parts
- Fixed 2" water line on lakeside dr.
- Water samples
- Lab
- Looked at capping 8" main in old mill
- Capped 8" main in old mill
- Cleaned shop
- Talked with Shawn from Cat about hoe pack
- Lab
- Spread rock and compacted on fir
- Spread rock and compacted on fir
- Helped get cargo container set at tent site
- Spread rock and compacted on 13th st.
- Spread rock and compacted on fir
- Lab
- Spread rock and compacted on fir
- Worked on birch for paving
- Worked on birch for paving
- Dug out 2nd and driftwood
- Lab
- Dug trench for Dave
- Took down event tent
- Took down event tent
- Dug trench for Dave
- Ordered parts for plumbing hoe pack in
- Dug out Arizona way
- Dug out S. 9th st.
- Set up for 207 Acacia sewer job
- Lab
- Put in stop sign at 5th and birch
- Replaced 207 Acacia sewer service
- Replaced 207 Acacia sewer service
- Placed blocks along rail road to keep water line covered
- Worked on lift gate
- Lab
- Cleaned digester #1
- Cleaned digester #1
- Lab
- Read meters
- Read meters
- Lab
- found survey markers on Acacia between 9th and 10th
- Dug out shoulder and placed rock on Acacia
- Dug out shoulder and placed rock on Acacia
- Locate in Shorewood
- Dug out shoulder and placed rock on Acacia
- Lab
- Patch black top around man hole on 9th
- Raised meter on strawberry ridge
- Raised meter on strawberry ridge
- Cleaned tools
- Lab
- Repaired Sewer main on 2nd st
- Repaired Sewer main on 2nd st
- Lab
- Checked lift stations
- Plumbed back hoe for hoe pack
- Plumbed back hoe for hoe pack
- Cleaned shop
- Lab
- Checked out trucks
- Locate in Harborview heights
- Filled out encumbrance forms
- Worked on Backflow reports
- Looked at valves for hoe pack

If you have any questions or comments, please (503-322-0217), email (mccormickgpw@gmail.com) or stop by (206 S. 7th Street).

TO: Mayor McCarthy, Council President Kandle, Cn Vice President Tish, Cn Shattuck,
Cn Westerfield, City Manager O'Leary
FROM: Blake Lettenmaier, City Engineer/Project Manager
DATE: September 30, 2016
SUBJECT: City Engineer/Project Manager's Monthly Staff Report

Greetings Mayor, Council and Manager, the month of September was a busy month. Many tasks were performed; some of which are listed below.

- Sent updated Staff Report - Planning Commission Meeting and Public Hearing, Tuesday, September 6th
- Prepared Monthly PW Timesheets
- Coordinated New Service Cost with TPUD
- Prepared WB IGA Contract Services Invoice for August
- Sent utility notification to Public Works
- Prepared July Staff Reports
- Met with USDA security inspector at Wastewater Treatment Plant
- Prepared staff report for Garibaldi Urban Renewal consideration of use of funds for 702 Garibaldi Avenue renovation
- Processed FEMA pay request for PW 233
- Filed
- Consulted with OEM on NWP-2016-405 Arizona Way Bridge Construction
- Responded to bidder's questions on Arizona Way Bid Results
- Attempted to set up site visit at Stuff and Things Building at 7th and 101N in Garibaldi (Lot 11600 1N1021AC) with building official
- Consulted with Portland State University on City of Garibaldi Population census
- Attempted to set up meeting with John for Blume and Daniels before Planning commission meeting
- Filled out payment request for Watseco/Barview, signed documents, got Duns # and Tax Id # and mailed to Oregon Emergency Management
- Confirmed site visit at Stuff and Things Building at 7th and 101N in Garibaldi (Lot 11600 1N1021AC) with building official and Ahna Ortiz
- Met with Daniels and Bloom
- Researched corrugated siding definition and photo'd existing uses and wrote recommendation
- Met County Building Official at Stuff & Things
- Attended Special Planning Commission meeting
- Forward message and reply to FEMA, CORP on issues on permitting ST0195-Arizona Way Bridge
- Replied to message by FEMA, CORP on issues on permitting SCA Grant Garibaldi
- Replied to message by FEMA, CORP on issues on permitting ST0195-Arizona Way Bridge
- Replied to message by FEMA, CORP on issues on permitting ST0195-Arizona Way Bridge
- Forward message and reply to FEMA, CORP on issues on permitting ST0195-Arizona Way Bridge
- Forward message and reply to FEMA, CORP on issues on permitting ST0195-Arizona Way Bridge
- Replied to message by FEMA, CORP on issues on permitting ST0195-Arizona Way Bridge
- Consulted with TPUD on 702 Garibaldi Ave
- Forward message and reply to FEMA, CORP on issues on permitting 702 Garibaldi Ave
- Replied to message by FEMA, CORP

- on issues on permitting Paving quote request
- Forward message and reply to FEMA, CORP on issues on permitting 702 Garibaldi Ave
- Dealt with planning issues on Daniels Apts
- Sent owner's number of building at Miami and 101 to TPUD
- Met with TPUD on 702 Garibaldi Avenue
- Attended special city Council meeting
- Sent BMI - Backflow training opportunities to public works
- Sent Cross Connection Specialist Update to public works
- Sent signed contract and notice to proceed to Bayside Transit for paving streets
- Looked up ownership of Miami/101 building for TPUD
- Miami 101 building
- Located David B Schecter and researched new number for
- Found new number for Miami/101 building owner
- Replied to FEMA/OEM questions on ST0195-Arizona Way Bridge
- Shared communications with OEM/FEMA with John on ST0195-Arizona Way Bridge approval progress
- Prepared paving request memo for city manager and council
- Shared information/plans of ODOT's Garibaldi Wayside project with city staff
- Acquired digital copies/links of ODOT/APWA Standard Specifications, Drawings and Details for city website standards
- Replied to OEM on ST0195-Arizona Way Bridge holdup issues
- Shared ST0195-Arizona Way Bridge permitting issues with John
- Recorded evidence of 13th street re-rocking
- Prepared RESOLUTION for council for proceeding with Arizona Way bridge construction project
- Reviewed Daniels' Revised site plan and supporting documents
- Sought Fire dept. comments on Daniels apartments on Arizona Way
- Sent AutoCAD files to John
- Commented on Revised site plan and supporting documents
- Prepared Daniels' CU final order
- Worked on new compute set up
- checked on earthwork at Toby Taylors
- Met with John and Mayor
- Distributed Paving estimates
- Researched Certified Arborists
- Sent Bid tab out for Arizona Way
- Coordinated with CORP on NWP-2016-405 Arizona Way Bridge additional permit information
- Requested Watseco Barview's SAMs number for OEM fee disbursements. Coordinated with FEMA and OEM on pay request paperwork.
- Requested Serial numbers and Key code from The PPI Group for AutoCAD reinstallation on to new computer
- Worked on trying to getting software installed on new computer
- Received AutoCAD Activation codes and activated
- Coordinated with CORP on NWP-2016-405 Arizona Way Bridge
- Filed and stored AutoCAD Activation information
- Researched Arborists through ODF
- Sent SAMs # from Watseco Barview to OEM
- Prepared Final Order for P C Decision 9-13-16 - with LUO
- Coordinated with FEMA, OEM, DSL and IFA on NWP-2016-405 Arizona Way Bridge City of Garibaldi PW190 DR4258
- Joined American Planning Association
- Sent Arizona Way bridge Bid tab to

- IFA
- Prepared final order for Chair Wrabek to sign
- Replied to Kristin at ODF on Tree hazard assessment
- Documented 9th Acacia tree complaint process progress update and haired with Kylie and John
- Processed DLT Solutions, Invoice 4528956A for AutoCAD yearly subscription
- Inquired at tax office on ownership of lots
- AMENDED ADDITIONAL LAND ZONE CHANGE EXHIBIT A
- WORKED ON ZONE CHANGE AMENDMENT
- Worked on Daniel's amendments
- Modified Ordinance - zoning change - Daniels-amended
- Revised Daniels Multi Family Findings and Order amended
- Prepared Addendum to Daniels conditional use staff report
- Obtained ownership information on lots
- WORKED ON STAFF REPORT ADDENDUM TO CONDITIONAL USE AMENDMENT
- Reviewed School Boiler Tank Land use application and rejected due to engineering
- Replied on School Boiler Tank resubmittal requirements
- Investigation quality and price of crushed rock at Ekroth pit
- Coordinated with Jessica Stewart on Arizona Way environmental/tribes
- Worked on construction costs for Wilhelm property
- Coordinated meeting with FEMA archaeologist on Arizona Way
- Met with Ty Grabowski on potential development of Schecter and Hutchinson properties
- Met with FEMA archaeologist at Arizona Way
- Worked with FEMA Region X Environmental/Historic Preservation Specialist to proceed with a very robust Inadvertent Discovery Plan and an archaeological monitor to permit Arizona Way Bridge construction
- Coordinated work scope on 702 Garibaldi Avenue
- Continued work on NHPA documentation for NWP-2016-405
- Reviewed Wastewater agenda items for Port/DEQ meeting
- Coordinated tree hazard assessment
- Reviewed 115 10th St grass pile complaint and wrote code letter to owners
- Obtained Arizona Way DSL permit, read, printed and filed
- Replied to DSL on obtained Arizona Way DSL permit
- Attended monthly Watseco-Barview Water District meeting
- Attend special Planning Commission meeting
- Attended monthly City Council meeting
- Worked on getting CORP permit ST0195 Arizona Way PW 00190 (1)
- Worked on getting CORP permit ST0195 Arizona Way PW 00190 (1)
- Worked on Workmen's comp yearly hours
- Utility locate notifications
- Utility locate notifications
- 702 Garibaldi Avenue
- Rescheduled meeting with Vito
- Don't Miss Out on These FREE Classes
- Tree hazard assessment
- lot line adjustment
- Worked with Corp on Bridge dimensions
- Worked with Corp on Bridge dimensions
- Emailed Corp ST0195 Arizona Way PW 00190 (1)
- Fiscal year 2015-2016 Workman's

comp data

- 702 Garibaldi Avenue
- Sent Public Works information on Water Loss and Aquifer Storage and Recovery
- Scheduled meeting with Vito on 702 Garibaldi Avenue
- Re-scheduled meeting with Vito on 702 Garibaldi Avenue
- Received CORP permit for ST0195 Arizona Way PW 00190 and began reviewing conditions
- Spoke with Mr. Hanson about AutoCAD support from the PPI Group
- Reviewed authorization letter from CORP on NWP-2016-405 Arizona Way Bridge Construction
- Continued reviewing authorization letter from CORP on NWP-2016-405 Arizona Way Bridge Construction
- Reviewed Arborists list from ODF and sent arborist Tree Grove Hazard Assessment request at 9th and Acaica
- Worked on second 9th and Acacia tree complaint
- Sent public works request for utility locate
- Continued reviewing authorization letter from CORP on NWP-2016-405 Arizona Way Bridge Construction
- Continued reviewing authorization letter from CORP on NWP-2016-405 Arizona Way Bridge Construction
- Sent out question of using archeologist to FEMA and CORP on NWP-2016-405 Arizona Way Bridge Construction
- Prepared Notice of Award for Arizona Way bridge
- Sent Notice of Award to 4 bidders for Arizona Way Bridge Construction Project
- Had phone conversation with arborist (Luke) on Tree Grove Hazard Assessment at 9th and Acacia
- Replied to CORP on question of using archeologist to FEMA and CORP on NWP-2016-405 Arizona Way Bridge

Construction

- Met with O'Brien on Stuff & Things remodeling ideas
- Met with KSH Construction and Awarded Contract
- Sought Secretary of Interior Qualified archeologist for Arizona bridge
- Worked with Infrastructure Finance Authority on funding 25% of Arizona Bridge
- Researched Secretary of Interior Qualified archeologist
- Sought list of Archeologist for Secretary of Interior Qualified archeologist
- Responded to FEMA NWP-2016-405 Arizona Way
- Responded to FEMA NWP-2016-405 Arizona Way
- Filled out application for IFA Invitation to Apply for Special Public Works Funds, City of Garibaldi, Arizona Way Bridge Construction Project
- Drafted RFP for Secretary of Interior Qualified archeologist
- Sent out RFP for Secretary of Interior Qualified archeologist
- Reviewed Apartment's Grading Plan
- Forwarded Grading Plan to John
- Reviewed first proposal of Qualified Professional Archeologist project services
- Reviewed Arizona Way Bridge Pipe Submittal from Contractor
- Located Struby creek reservoir and made map for public works
- Sent in Garibaldi Application for Grant to IFA
- Seeking Qualified Professional Archeologist project services for Arizona Way
- Seeking Qualified Professional Archeologist project services for Arizona Way
- Seeking Qualified Professional Archeologist project services for

- Arizona Way
- Seeking Qualified Professional Archeologist project services for Arizona Way
- COMPLETENESS REVIEW – Hatzenbihler Land Use Application
- Seeking Qualified Professional Archeologist project services for Arizona Way
- Emailing - Board of Examiners for Engineering and Land Surveying Find a Licensee.pdf
- Seeking Qualified Professional Archeologist project services for Arizona Way
- Prepared Storm Water Management Plan for DEQ on Arizona Way Bridge Construction Project (NWP-2016-405)
- Prepared Professional Services Contract for selected Archeologist project services for Arizona Way
- Arizona Way Bridge Construction (NWP-2016-405) - Notice to Proceed and Change Order #1
- Arizona Way Bridge Construction (NWP-2016-405) - Notice to Proceed and Change Order #1
- Corps No. NWP-2016-405 and Tillamook County
- Water meter installation request
- Seeking Qualified Professional Archeologist project services
- Seeking Qualified Professional Archeologist project services
- Water meter installation request
- Transcript of your chat on installing Adobe Acrobat standard
- Water meter installation request
- Coordinate with ODF&W Corps No. NWP-2016-405
- Prepared Hixson lot line adjustment Land Use Application Permit and fee
- Prepared Schools Boiler tank pad Land Use Application Permit and fee
- Site meeting with KSH Construction STO 195 Arizona Way

If you have any questions or comments, please call (541-201-8154), email (blake@ci.garibaldi.or.us) or stop by City Hall.

2016 Council Goals

***Mission:** to encourage sustainable economic development, protect our community's livability and property values, and continually refine and improve our public service.*

The City Seeks To:

- I. Refine the city's rules and regulations to facilitate and encourage responsible and positive economic development.
- II. Facilitate and encourage the development of safe, suitable and attractive living conditions in and around our community.
- III. Continue to develop tourism as a viable industry in Garibaldi, and encourage the development of community projects and events that promote Garibaldi as a tourist destination.
- IV. Continually refine and improve the governmental services of the City of Garibaldi.

Action Steps for 2016

Based on the discussion during the city's goal setting workshops held on January 15, 2016, the City Council establishes and the following action steps to be taken by the City. The City Council will re-evaluate its goals and actions between December of 2016 and February of 2017.

1. Continue with the city's plan to renovate the community space in City Hall within 2016. Seek additional grant funding to offset the total cost to the city, and refine the plan as grant opportunities arise to maximize the utility and value of the meeting and event space for the community.
2. City council and staff will work with the Oregon Department of Transportation as they plan and construct improvements to Hwy 101 through Garibaldi. Encourage ODOT to enhance the appearance, safety and usability of Hwy 101. Work with ODOT to facilitate community participation. Staff will continue to promote the city's STIP application, which seeks to allocate \$1.5 million towards pedestrian and bicycle amenities along Hwy 101 through Garibaldi.
3. Continue to refine the city's emergency preparedness policies. Explore program funding options relating to development in the city. Complete the development of a storage facility for emergency supplies and finalize an emergency preparedness plan for the city.
4. Develop a comprehensive parks and recreation plan for the city that promotes desirable living conditions in our community. This plan should be developed using input from the public, relevant government and non-profit agencies, businesses within the city, and existing plans developed by the city relevant to this purpose.

5. Develop a comprehensive plan for the improvement of city-owned properties intended to facilitate parking in downtown Garibaldi. These improvements should include tourism amenities such as downtown squares, plazas and small parks. Facilitate relevant stakeholders in developing implementable plans with preliminary design and cost estimates.
6. Council consideration of changes to public policies regarding open burning, burn barrels, solid waste collection, recycling and relevant requirements and incentives intended to promote the health and welfare of the community.

The City of Garibaldi will continue to:

- Be willing and available to work with the Garibaldi Rural Fire Protection District, neighboring cities and other potential stakeholders in exploring the concept of consolidating regional fire protection agencies into a single district.
- Facilitate the Tourism Commission in achieving their goals to promote tourism, foster new and existing events, and strengthen the City's tourism economy.
- Continue to support the Port of Garibaldi's goal of developing a vibrant and thriving business community within the port that provides a balanced and sustainable economy for our community.
- Continue to maintain an "open door" policy of assistance with the owners of the Merrill's Wrecking Yard property.
- Utilize the Garibaldi Scenic Trail system identified in the 2006, Garibaldi Connections Project report in the future refinement of planning and development policies. This would include identifying the specific route of the trail, preliminary engineering, cost estimates and time line development. Work with other stakeholders such as the Port of Garibaldi, Port of Tillamook Bay, Oregon Coast Scenic Railroad, Garibaldi Lion's Club, Old Mill Marina and private property owners in establishing and constructing this trail system.

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