



City Hall, PO Box 708, Garibaldi, OR 97118
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GARIBALDI CITY COUNCIL REGULAR MEETING

Via Zoom	https://us02web.zoom.us/j/88277892067	Meeting ID:	882 7789 2067
Via Phone	253-215-8782	Password:	700417

MONDAY, AUGUST 18, 2025: 5:30 PM

A. CONVENING OF MEETING/PLEDGE OF ALLEGIANCE

B. PRESENTATIONS

1. Fire Department Awards

C. ITEMS TO BE ADDED TO THE AGENDA

D. PUBLIC HEARINGS

E. CONSENT CALENDAR

1. City Council Meeting Minutes
 - a. July 21, 2025 Regular City Council Meeting
 - b. August 4, 2025 City Council Worksession
2. OLCC Special Event Applications Processed
3. Checks Issued
4. Financial Report

- F. PUBLIC COMMENTS ON AGENDA ITEMS** – Members of the public will each get up to three minutes (maximum may be lowered with Council approval) to comment on items on this agenda (except for public hearing items, which may only receive comment at that public hearing). The Council will not engage in back-and-forth conversation during this meeting. If you wish to speak, please sign up on the provided roster.

G. OLD BUSINESS

H. NEW BUSINESS

1. Wastewater Master Plan Adoption
2. Charter Review Committee Outreach
3. Small Cities Allotment Grant Approval

I. ITEMS REMOVED FROM CONSENT AGENDA

J. CITY MANAGER'S REPORT

K. DEPARTMENT HEAD MATTERS

L. COUNCIL REPORTS AND COMMENTS

M. PUBLIC COMMENTS ON NON-AGENDA ITEMS – Members of the public will each get up to three minutes (maximum may be lowered with Council approval) to comment on items not appearing on this agenda (except for public hearing items, which may only receive comment at that public hearing). The Council will not engage in back-and-forth conversation during this meeting. If you wish to speak, please sign up on the provided roster.

N. ADJOURNMENT



City Hall, PO Box 708, Garibaldi, OR 97118
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**REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, JULY 21, 2025 – 5:30 P.M.**

A. CONVENING OF MEETING/PLEDGE OF ALLEGIANCE

Mayor Findling called the meeting to order at 5:36. Present were Mayor Findling and Councilors Sandy Tyrer, Linda Bade, and Norman “Bud” Shattuck, Councilor Cheryl Gierga had an excused absence. Staff present were City Manager Jake Boone, Finance Officer Becca Harth, Public Works Superintendent Nick Theoharis, and Interim Fire Chief Blake Paulsen.

B. PRESENTATIONS

1. WASTEWATER FACILITY MASTER PLAN – CIVIL WEST ENGINEERING

Keven Schreeve, Shannon Joseph and Chris Janigo from Civil West Engineering gave a presentation on the completed Wastewater Facility Master Plan.

2. WILDFIRE UPDATE – FIRE DEPARTMENT

Interim Fire Chief Blake Paulsen gave a presentation and wildfire update.

C. ITEMS TO BE ADDED TO THE AGENDA - None

D. PUBLIC HEARINGS - None

E. CONSENT CALENDAR

1. CITY COUNCIL MEETING MINUTES

A. JUNE 16, 2025 REGULAR CITY COUNCIL MEETING

A possible change to the minutes was discussed. It was decided that no change should be made.

2. CHECKS ISSUED

MOTION by Cn Bade to accept the consent calendar as presented. Second by Cn Tyrer. Motion passed unanimously.

F. PUBLIC COMMENTS ON AGENDA ITEMS

Kathy Patterson – Asked if they had gotten a document from legal council on the lateral line issue.

Carolee North asked questions on the lateral line revision and the new transportation tax. She spoke about Hwy 101 not having lines or crosswalks for Garibaldi Days. She also talked about parking on 101 and the need for parking signage.

Mayor Findling recessed the meeting at 7:10 for a break. She then reconvened the meeting at 7:17 p.m.

G. OLD BUSINESS

1. RESOLUTION APPROVING A JOB DESCRIPTION FOR FIRE CHIEF

City Manager Boone explained the resolution.

MOTION by Cn Tyrer to adopt Resolution 2025-06. Second by Cn Bade. Motion passed unanimously.

2. RESOLUTION SETTING TRANSPORTATION UTILITY FEE RATE

City Manager Boone explained the resolution.

MOTION by Cn Tyrer to adopt Resolution 2025-07. Second by Cn Bade. Discussion followed as to what an addressed unit is. **Vote taken. Motion passed unanimously.**

3. RESOLUTION AUTHORIZING CITY STAFF TO PROCESS OLCC SPECIAL EVENT LICENSE APPLICATIONS

City Manager Boone explained the resolution. Discussion followed. Cn Bade suggested a change to add that the Council will be notified at its next regular meeting. Section three would have the word next added to it. The Council agreed.

MOTION by Cn Bade to approve Resolution 2025-08 as amended. Second by Cn Shattuck. Motion passed unanimously.

H. NEW BUSINESS

1. EXPECTATIONS OF COUNCIL WITH STAFF

Mayor Findling went over her memo included in the packet. She said the Council will be scheduling a special session to review council rules, roles, and expectations of Council with staff and explained why she finds this is a necessary step that needs to be taken. Discussion followed.

2. OLCC SPECIAL EVENT LICENSE APPLICATION – GARIBALDI CELLARS

The council decided to approve this since it is on the agenda, even though it was not necessary with Resolution 2025-08, and then it would not have to be brought to the next meeting.

MOTION by Cn Bade to recommend approval of the OLCC Special Event License application for Garibaldi Cellars. Second by Cn Shattuck. Motion passed unanimously.

3. SURPLUS PROPERTY DISPOSITION

CM Boone explained the City owns several pieces of law enforcement equipment which they currently do not have a use for and that it would be appropriate to declare these items surplus and transfer ownership to Tillamook County Sheriff's Office.

MOTION made by Cn Bade to declare the three pieces of property and let the City Staff transfer the ownership to the Tillamook County Sheriff's Office. Second by Cn Shattuck. Motion passed unanimously.

4. CHARTER UPDATE PROCESS DISCUSSION

CM Boone said it may be worthwhile to create a committee consisting of Council members and citizens to examine the existing Charter language and help craft an update, as it is one of their goals to undertake a full review and revision of the City's outdated Charter and Code this year. Discussion followed.

MOTION made by Cn Tyrer that the City Manager be directed to move forward in starting the recruiting process for staff to create a committee. Second by Cn Bade. Motion passed unanimously.

5. UTILITY UNDERGROUNDING DISCUSSION

CM Boone explained that the Tillamook PUD franchise agreement is ready to be renewed and this is an opportunity to renegotiate terms. He said if Council is interested, one of the things they could do is add a requirement that any new power lines that go in or any replacement of power lines need to be undergrounded. Discussion followed.

MOTION made by Cn Bade to have the City Manager attempt to put undergrounding for new construction into the franchise agreement when it is renegotiated. Second by Cn Shattuck. Motion passed unanimously.

6. CITY MANAGER EVALUATION PROCESS

CM Boone said it is time for his first evaluation and said the Council will decide how they would like to do it. Discussion followed.

MOTION made by Cn Bade to remove the last line of the first paragraph on page 1 of 7 of the City Manager Performance Evaluation. Second by Cn Shattuck. Motion passed unanimously.

Discussion followed on participation from department heads and not doing an evaluation this year but do it next year instead.

The Council then scheduled work sessions. The Rules work session will be August 25th at 5:30 PM. The work session on sewer lines will be Monday, August 4th at 5:30 PM, the City Manager's evaluation will also be done on this date in Executive Session after the sewer work session. There will be two sessions for the evaluation, one without the City Manager present and one with the City Manager present.

7. GARIBALDI DAYS BOOTH SIGNUPS

Mayor Findling talked about the City Councilor's selling T-Shirts at the Garibaldi Days Booth. Councilors Bade and Tyrer said when they were available and what their restrictions are. Cn Shattuck said he wasn't included in last year's review after Garibaldi Days so he will not help.

I. ITEMS REMOVED FROM CONSENT AGENDA - None

J. CITY MANAGER'S REPORT

CM Boone said his report is in a different format than before. He has taken the department head reports and included them in his report. This is a test run for when the new website is running. People will be able to sign up their email address and they will get these and be able to see what the City is up to.

CM explained how the Small City Allotment Grants work as there has been some confusion at past meetings. He also announced that we have received a SCA grant for \$250,000 for the 7th Street project at the Port. The Council gave their appreciation to Public Works Superintendent Nick Theoharis for the work he did to help obtain this grant.

K. DEPARTMENT HEAD MATTERS

CM Boone said this is a place holder that was added because of the code.

Cn Bade clarified that the financials included are not the FY final. Adjustments will still be made. She also commented on personnel costs.

L. COUNCIL REPORTS AND COMMENTS

Shattuck – Had a constituent ask who allowed a Garibaldi Days sign to be placed on his property. He also talked about signs and that some say last weekend of July and some say 4th weekend of July.

Bade – None

Tyrer – A constituent has brought to her attention the lack of Planning Commission meetings.

Findling – She finds it troubling when Council members say they have not read their council packet or memo.

M. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Kathy Patterson – Hoped the Council would have opened up their seating to possibly help with people being able to hear. She also mentioned the blackberries growing over the Big G.

N. ADJOURNMENT

Mayor Findling adjourned the meeting at 8:52 PM.

Katie Findling, Mayor

ATTEST:

Jake Boone, City Manager



City Hall
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Office (503) 322-3327
City of Garibaldi, Oregon

GARIBALDI CITY COUNCIL WORKSESSION MINUTES GARIBALDI COMMUNITY HALL – 107 6TH STRET

MONDAY, AUGUST 4, 2025 – 5:30 p.m.

The worksession began at 5:30 p.m. Present were Mayor Katie Findling and Councilors Sandy Tyrer, Linda Bade and Norman “Bud” Shattuck. Staff members present were City Manager Jake Boone and Public Works Superintendent Nick Theoharis.

A. EXECUTIVE SESSION

The Council went into Executive Session at 5:30 pm. pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection. The Council returned from executive session at 6:00 p.m. and the worksession resumed.

B. SEWER LINE WORKSESSION

CM Boone explained the packet given out. CM Boone and Public Works Superintendent Theoharis explained what a sewer lateral is. The Council asked a lot of questions, then PWS Theoharis explained our current system.

Discussion took place on the need to educate the citizens, FAQs for the website, a tip sheet, a shortened presentation for the public at a council meeting with A FAQ sheet and the information the council was given tonight. Council consensus was to bring this to September’s Council meeting.

The worksession took a recess at 7:12 p.m. until 7:21 p.m.

C. EXECUTIVE SESSION

The Council went into Executive Session at 7:21 p.m., held pursuant to ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer. The Council came out of Executive Session at 9:37 pm.

Mayor Findling reconvened the worksession at 9:37 and then adjourned the session at 9:37 p.m.

Katie Findling, Mayor

ATTEST:

Jake Boone, City Manager

AGENDA ITEM

TO: Mayor and City Council
FROM: Jake Boone, City Manager
SUBJECT: **Special Event License Application Approvals**
DATE: 11 August 2025

BACKGROUND

The following OLCC Special Event Applications were processed by City staff since the last Council meeting:

<u>Applicant</u>	<u>Event Date</u>	<u>Recommendation</u>
Garibaldi Cellars	July 25-26	Approval
Garibaldi Cultural Heritage Initiative	August 4	Approval
Kelley's Place	July 25-26	Approval
Oregon Tuna Classic	August 15-16	Approval

RECOMMENDATION

None; information only.

COST

None.



Jake Boone, City Manager

8/11/2025
7:38 AM

General Fund, GURA Debt Service Fund, GURA General Fund, Parks SDC Fund,
Payments Journal
7/1/2025 to 7/31/2025

Account Number	Account	Amount
1050 1st Security Checking		
7/7/2025 Check / Ref #: Payee: Pace Payment Systems		
6250	Bank Charges & Fees	576.37
	Check Amount	\$576.37
7/8/2025 Check / Ref #: Payee: OR State Transit Tax		
	OR State Transit Tax	10.39
	Check Amount	\$10.39
7/8/2025 Check / Ref #: Payee: OR Unemployment Department		
	OR SUTA Taxes	64.09
	Check Amount	\$64.09
7/10/2025 Check / Ref #: 20469 Payee: USA BlueBook		
6620	System Maintenance & Repair	636.22
6640	Testing & Sampling	1,447.26
	Check Amount	\$2,083.48
7/10/2025 Check / Ref #: 20470 Payee: OREGON GOVERNMENTS FINANCE OFFICERS ASSOCIATION		
6320	Dues, Licenses & Subscriptions	125.00
	Check Amount	\$125.00
7/10/2025 Check / Ref #: 20471 Payee: Port of Garibaldi		
6690	Event Expenses	6,620.00
	Check Amount	\$6,620.00
7/10/2025 Check / Ref #: 20472 Payee: BRAD MARUGG		
6650	Travel & Training	110.00
	Check Amount	\$110.00
7/10/2025 Check / Ref #: 20473 Payee: Consolidated Supply Co.		
6620	System Maintenance & Repair	1,153.48
	Check Amount	\$1,153.48
7/10/2025 Check / Ref #: 20474 Payee: IDEXX Distribution, Inc		
6640	Testing & Sampling	2,358.31
	Check Amount	\$2,358.31
7/10/2025 Check / Ref #: 20475 Payee: League of Oregon Cities		
6320	Dues, Licenses & Subscriptions	911.60
	Check Amount	\$911.60
7/10/2025 Check / Ref #: 20476 Payee: Old Republic Surety Group		
6240	Auditing & Accounting Services	600.00
	Check Amount	\$600.00
7/10/2025 Check / Ref #: 20477 Payee: OHA Cashier		
6320	Dues, Licenses & Subscriptions	1,500.00
	Check Amount	\$1,500.00
7/10/2025 Check / Ref #: 20478 Payee: Centerlogic, Inc.		
6400	IT Services	1,027.60
	Check Amount	\$1,027.60
7/10/2025 Check / Ref #: 20479 Payee: BRAD MARUGG		
6650	Travel & Training	57.50
	Check Amount	\$57.50
7/17/2025 Check / Ref #: 20482 Payee: NAPA-Davison Auto Parts		
6380	Fuel & Oil	173.94

8/11/2025
7:38 AM

General Fund, GURA Debt Service Fund, GURA General Fund, Parks SDC Fund,
Payments Journal
7/1/2025 to 7/31/2025

	Check Amount	<u>\$173.94</u>
7/17/2025	Check / Ref #: 20483	Payee: Pacific Office Automation
6470	Minor Equipment	985.04
	Check Amount	<u>\$985.04</u>
7/17/2025	Check / Ref #: 20484	Payee: Northstar Chemical
6660	Treatment	1,709.00
	Chemicals	
	Check Amount	<u>\$1,709.00</u>
7/17/2025	Check / Ref #: 20485	Payee: CIS
6390	Insurance	90,633.84
	Check Amount	<u>\$90,633.84</u>
7/17/2025	Check / Ref #: 20486	Payee: Wave
6400	IT Services	100.00
	Check Amount	<u>\$100.00</u>
7/19/2025	Check / Ref #:	Payee: 1st Security Bank
6310	Council Expense	169.97
6320	Dues, Licenses &	33.00
	Subscriptions	
6500	Office Supplies	545.95
	Check Amount	<u>\$748.92</u>
7/19/2025	Check / Ref #:	Payee: 1st Security Bank
6650	Travel & Training	267.19
	Check Amount	<u>\$267.19</u>
7/19/2025	Check / Ref #:	Payee: 1st Security Bank
6300	Contracted Services	229.44
6320	Dues, Licenses &	75.00
	Subscriptions	
	Check Amount	<u>\$304.44</u>
7/19/2025	Check / Ref #:	Payee: 1st Security Bank
6500	Office Supplies	82.22
	Check Amount	<u>\$82.22</u>
7/29/2025	Check / Ref #:	Payee: OR State Workers Comp
	Workers Benefit	37.28
	Fund Payable	
	Check Amount	<u>\$37.28</u>
7/29/2025	Check / Ref #:	Payee: OR Unemployment Department
	OR SUTA Taxes	1,113.11
	Check Amount	<u>\$1,113.11</u>
7/29/2025	Check / Ref #:	Payee: OR State Withholding Tax Division
	OR State Taxes	4,761.87
	Check Amount	<u>\$4,761.87</u>
7/29/2025	Check / Ref #:	Payee: OR State Transit Tax
	OR State Transit	65.59
	Tax	
	Check Amount	<u>\$65.59</u>
7/29/2025	Check / Ref #:	Payee: EFTPS
	EFTPS Payable	16,618.32
	Check Amount	<u>\$16,618.32</u>
7/29/2025	Check / Ref #: GJ-00027	Payee: Interfund Payroll Entries
2050	Payroll Due to	22,859.67
	General Fund	
	Check Amount	<u>\$22,859.67</u>
7/29/2025	Check / Ref #: GJ-00028	Payee: Interfund Payroll Entries
2050	Payroll Due to	20,126.84
	General Fund	
	Check Amount	<u>\$20,126.84</u>

8/11/2025
7:38 AM

General Fund, GURA Debt Service Fund, GURA General Fund, Parks SDC Fund,

Payments Journal

7/1/2025 to 7/31/2025

7/29/2025 Check / Ref #: GJ-00030 Payee: Interfund Payroll Entries

2050	Payroll Due to	6,445.43
	General Fund	
	Check Amount	\$6,445.43

7/29/2025 Check / Ref #: GJ-00030 Payee: Interfund Payroll Entries

2050	Payroll Due to	11,758.30
	General Fund	
	Check Amount	\$11,758.30

7/30/2025 Check / Ref #: Payee: Meritain Health, Inc.

6010	Personnel Costs	2,265.00
	Check Amount	\$2,265.00

7/30/2025 Check / Ref #: Payee: Meritain Health, Inc.

6010	Personnel Costs	2,265.00
	Check Amount	\$2,265.00

7/31/2025 Check / Ref #: 20492 Payee: Branom Instrument Co.

6620	System	2,321.86
	Maintenance & Repair	
	Check Amount	\$2,321.86

7/31/2025 Check / Ref #: 20493 Payee: LAWRENCE SUSANKA

6300	Contracted Services	50.33
	Check Amount	\$50.33

7/31/2025 Check / Ref #: 20494 Payee: Centerlogic, Inc.

6400	IT Services	506.84
	Check Amount	\$506.84

7/31/2025 Check / Ref #: 20495 Payee: T&L Chemical Toilet Service

6690	Event Expenses	3,020.00
	Check Amount	\$3,020.00

7/31/2025 Check / Ref #: 20496 Payee: Ferrellgas

6680	Utilities	26.98
	Check Amount	\$26.98

7/31/2025 Check / Ref #: 20497 Payee: Old Republic Surety Group

6390	Insurance	1,168.00
	Check Amount	\$1,168.00

7/31/2025 Check / Ref #: 20498 Payee: HASCO Stations, LLC

6380	Fuel & Oil	922.21
	Check Amount	\$922.21

7/31/2025 Check / Ref #: 20499 Payee: Chas, LLC

6690	Event Expenses	3,965.75
	Check Amount	\$3,965.75

7/31/2025 Check / Ref #: 20500 Payee: Tillamook Farmers Co-Op

6300	Contracted Services	258.43
	Check Amount	\$258.43

7/31/2025 Check / Ref #: 20501 Payee: Rosenberg Builders Supply

6260	Building & Grounds	221.36
	Maint.	
6610	Supplies & Services	93.01
	Check Amount	\$314.37

7/31/2025 Check / Ref #: 20502 Payee: NAPA-Davison Auto Parts

6470	Minor Equipment	100.00
	Check Amount	\$100.00

7/31/2025 Check / Ref #: 20503 Payee: Tillamook Diesel Repair

6330	Equipment Repair	1,906.67
	Check Amount	\$1,906.67

7/31/2025 Check / Ref #: 20504 Payee: Tillamook County Fire Defense

8/11/2025
7:38 AM

General Fund, GURA Debt Service Fund, GURA General Fund, Parks SDC Fund,
Payments Journal
7/1/2025 to 7/31/2025

6320	Dues, Licenses & Subscriptions	2,000.00
	Check Amount	\$2,000.00
7/31/2025 Check / Ref #: 20505 Payee: Alexin Analytical		
6640	Testing & Sampling	1,985.00
	Check Amount	\$1,985.00
7/31/2025 Check / Ref #: 20506 Payee: USA BlueBook		
6865	System	920.31
	Repair/Replce	
6640	Testing & Sampling	1,447.26
	Check Amount	\$2,367.57
7/31/2025 Check / Ref #: 20507 Payee: RJ's Lock & Key		
6610	Supplies & Services	637.00
	Check Amount	\$637.00
1050 1st Security Checking Totals		\$271,100.95
Report Totals		\$406,952.21
Records included in total = 83		

Report Options

Check Date: 7/1/2025 to 7/31/2025

Display Notation: No

General Fund
Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
Resources						
4000	Available Cash on Hand	0.00	0.00	359,331.00	359,331.00	0.00%
4240	Business Licenses & Permits	6,774.00	6,774.00	10,500.00	3,726.00	64.51%
4110	FD Levy - Current Year	1,300.07	1,300.07	185,270.00	183,969.93	0.70%
4180	Fines & Forfeitures	0.00	0.00	500.00	500.00	0.00%
4230	Franchise Fees	6,758.71	6,758.71	83,460.00	76,701.29	8.10%
4740	From TRT to Gen.Fund	0.00	0.00	76,170.00	76,170.00	0.00%
4370	GURA Contract	0.00	0.00	22,432.00	22,432.00	0.00%
4420	Hall Rent	0.00	0.00	500.00	500.00	0.00%
4465	Homelessness Support	0.00	0.00	55,000.00	55,000.00	0.00%
4470	Interest	1,629.82	1,629.82	11,764.00	10,134.18	13.85%
4440	Misc. Revenues	0.00	0.00	1,000.00	1,000.00	0.00%
4005	OSFM Recievables	0.00	0.00	28,000.00	28,000.00	0.00%
4220	Planning Fees	410.00	410.00	4,730.00	4,320.00	8.67%
4100	Property Taxes - Current Year	1,585.73	1,585.73	304,217.00	302,631.27	0.52%
4120	Property Taxes - Prior Years	833.42	833.42	6,815.00	5,981.58	12.23%
4380	Rural Fire District Contract	0.00	0.00	204,958.00	204,958.00	0.00%
4300	State Cigarette Tax Share	38.49	38.49	733.00	694.51	5.25%
4310	State Liquor Revenue Share	2,485.99	2,485.99	13,350.00	10,864.01	18.62%
4350	State Marijuana Tax Share	0.00	0.00	1,446.00	1,446.00	0.00%
4320	State Revenue Sharing	0.00	0.00	10,298.00	10,298.00	0.00%
Revenue		\$21,816.23	\$21,816.23	\$1,380,474.00	\$1,358,657.77	
Gross Profit		\$21,816.23	\$21,816.23	\$1,380,474.00	\$0.00	
Expenses						
Administrative						
6240	Auditing & Accounting Services	600.00	600.00	27,000.00	26,400.00	2.22%
6250	Bank Charges & Fees	56.26	56.26	3,000.00	2,943.74	1.88%
6060	City Manager	2,573.56	2,573.56	32,500.00	29,926.44	7.92%
6025	City Recorder/Clerk	1,269.14	1,269.14	7,693.00	6,423.86	16.50%
6310	Council Expense	169.97	169.97	6,000.00	5,830.03	2.83%
6320	Dues, Licenses & Subscriptions	1,036.60	1,036.60	6,500.00	5,463.40	15.95%
6070	Finance Director/Assn. Manager	2,077.83	2,077.83	25,692.00	23,614.17	8.09%
6220	Homelessness Support	0.00	0.00	55,000.00	55,000.00	0.00%
6390	Insurance	10,062.84	10,062.84	13,800.00	3,737.16	72.92%

General Fund
Statement of Revenue and Expenditures

		Current Period Jul 2025 Jul 2025 Actual	Year-To-Date Jul 2025 Jul 2025 Actual	Annual Budget Jul 2025 Jun 2026	Annual Budget Jul 2025 Jun 2026 Variance	Jul 2025 Jun 2026 Percent of Budget
Account Number						
6400	IT Services	611.88	611.88	20,000.00	19,388.12	3.06%
6455	Janitorial Services	0.00	0.00	20,400.00	20,400.00	0.00%
6410	Legal Services	0.00	0.00	30,000.00	30,000.00	0.00%
6460	Meeting Expense/Admin Supplies	0.00	0.00	1,500.00	1,500.00	0.00%
6470	Minor Equipment	886.54	886.54	3,200.00	2,313.46	27.70%
6490	Office Equipment Repair	0.00	0.00	1,000.00	1,000.00	0.00%
6760	Office Equipment/Software	0.00	0.00	5,000.00	5,000.00	0.00%
6500	Office Supplies	223.39	223.39	5,100.00	4,876.61	4.38%
6010	Personnel Costs	3,928.36	3,928.36	54,360.00	50,431.64	7.23%
6510	Postage & Shipping Costs	0.00	0.00	600.00	600.00	0.00%
6520	Printing, Advertising & Notice	0.00	0.00	5,000.00	5,000.00	0.00%
6630	Telephone/VOIP	0.00	0.00	2,000.00	2,000.00	0.00%
6650	Travel & Training	68.75	68.75	6,000.00	5,931.25	1.15%
6200	Workers Comp	0.00	0.00	2,004.00	2,004.00	0.00%
Fire & Rescue						
6260	Building & Grounds Maint.	53.64	53.64	7,250.00	7,196.36	0.74%
6035	Conflag Reimbursed Payroll	0.00	0.00	28,000.00	28,000.00	0.00%
6300	Contracted Services	487.87	487.87	12,000.00	11,512.13	4.07%
6205	Division Chief-Training	7,721.25	7,721.25	60,000.00	52,278.75	12.87%
6320	Dues, Licenses & Subscriptions	2,108.00	2,108.00	7,500.00	5,392.00	28.11%
6685	Emergency Response Supplies	0.00	0.00	1,200.00	1,200.00	0.00%
6330	Equipment Repair	1,906.67	1,906.67	10,000.00	8,093.33	19.07%
6080	Fire Chief	0.00	0.00	100,000.00	100,000.00	0.00%
6090	Fire Department - Call Persons	771.00	771.00	25,000.00	24,229.00	3.08%
6395	Fire District Formation Fees	0.00	0.00	1,500.00	1,500.00	0.00%
6225	FTE Firefighter	5,000.00	5,000.00	0.00	(5,000.00)	0.00%
6380	Fuel & Oil	607.80	607.80	15,000.00	14,392.20	4.05%
6390	Insurance	18,611.00	18,611.00	18,611.00	0.00	100.00%
6400	IT Services	274.14	274.14	1,500.00	1,225.86	18.28%
6470	Minor Equipment	198.50	198.50	5,000.00	4,801.50	3.97%
6010	Personnel Costs	9,146.33	9,146.33	154,445.00	145,298.67	5.92%
6520	Printing, Advertising & Notice	0.00	0.00	500.00	500.00	0.00%
6550	Protective Clothing	0.00	0.00	18,000.00	18,000.00	0.00%
6610	Supplies & Services	0.00	0.00	13,650.00	13,650.00	0.00%
6630	Telephone/VOIP	0.00	0.00	800.00	800.00	0.00%
6235	Temporary Summer Firefighter	6,123.75	6,123.75	35,000.00	28,876.25	17.50%
6650	Travel & Training	217.11	217.11	6,750.00	6,532.89	3.22%
6200	Workers Comp	0.00	0.00	6,268.00	6,268.00	0.00%

General Fund Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025	Jul 2025	Jul 2025	Jul 2025	Jun 2026
Account Number		Jul 2025	Jul 2025	Jun 2026	Jun 2026	Percent of
		Actual	Actual		Variance	Budget
Non Departmental						
9000	Contingency	0.00	0.00	105,000.00	105,000.00	0.00%
8140	To Street Fund	0.00	0.00	59,000.00	59,000.00	0.00%
Planning						
6240	Auditing & Accounting Services	0.00	0.00	500.00	500.00	0.00%
6060	City Manager	1,029.43	1,029.43	13,000.00	11,970.57	7.92%
6025	City Recorder/Clerk	317.29	317.29	3,847.00	3,529.71	8.25%
6305	Contracted Services PLANNER	0.00	0.00	55,000.00	55,000.00	0.00%
6325	Engineering Services	0.00	0.00	1,500.00	1,500.00	0.00%
6070	Finance Director/Assn. Manager	831.13	831.13	10,277.00	9,445.87	8.09%
6390	Insurance	6,990.00	6,990.00	6,990.00	0.00	100.00%
6420	Licenses, Dues & Subscriptions	0.00	0.00	250.00	250.00	0.00%
6470	Minor Equipment	0.00	0.00	375.00	375.00	0.00%
6010	Personnel Costs	1,466.98	1,466.98	22,497.00	21,030.02	6.52%
6520	Printing, Advertising & Notice	0.00	0.00	1,500.00	1,500.00	0.00%
6610	Supplies & Services	0.00	0.00	1,200.00	1,200.00	0.00%
6200	Workers Comp	0.00	0.00	829.00	829.00	0.00%
Property						
6260	Building & Grounds Maint.	167.72	167.72	10,000.00	9,832.28	1.68%
6335	Contracted Services PROPERTY	0.00	0.00	1,500.00	1,500.00	0.00%
6330	Equipment Repair	0.00	0.00	1,500.00	1,500.00	0.00%
6390	Insurance	4,325.00	4,325.00	4,325.00	0.00	100.00%
6470	Minor Equipment	0.00	0.00	175.00	175.00	0.00%
6010	Personnel Costs	2,642.94	2,642.94	22,352.00	19,709.06	11.82%
6150	Public Works Director	1,295.58	1,295.58	16,092.00	14,796.42	8.05%
6610	Supplies & Services	0.00	0.00	500.00	500.00	0.00%
6680	Utilities	26.98	26.98	13,130.00	13,103.02	0.21%
6190	Utility Worker II /Lead Worker	2,546.70	2,546.70	10,584.00	8,037.30	24.06%
6200	Workers Comp	0.00	0.00	976.00	976.00	0.00%
Expenses		\$98,431.93	\$98,431.93	\$1,224,222.00	\$1,125,790.07	
Revenue Less Expenditures		(\$76,615.70)	(\$76,615.70)	\$156,252.00	\$0.00	
Net Change in Fund Balance		(\$76,615.70)	(\$76,615.70)	\$156,252.00	\$0.00	

General Fund
Statement of Revenue and Expenditures

Account Number	Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
	Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Fund Balances					
Beginning Fund Balance	(272,311.35)	(272,311.35)	0.00	0.00	0.00%
Net Change in Fund Balance	(76,615.70)	(76,615.70)	156,252.00	0.00	0.00%
Ending Fund Balance	(348,927.05)	(348,927.05)	0.00	0.00	0.00%

Report Options
Fund: General Fund
Period: 7/1/2025 to 7/31/2025
Detail Level: Level 3 Accounts
Display Account Categories: No
Display Subtotals: No
Revenue Reporting Method: Budget - Actual
Expense Reporting Method: Budget - Actual
Budget: GENERAL FUND MASTER

Street Fund

Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4670	From Gen Fund to Street	0.00	0.00	59,000.00	59,000.00	0.00%
4650	From TRT to Street Cap. Imp.	0.00	0.00	145,495.00	145,495.00	0.00%
4470	Interest	96.44	96.44	625.00	528.56	15.43%
4440	Misc. Revenues	172.72	172.72	500.00	327.28	34.54%
4490	ODOT Grant Income	0.00	0.00	250,000.00	250,000.00	0.00%
4330	State Highway Fund Rev. Share	6,226.81	6,226.81	72,250.00	66,023.19	8.62%
Revenue		\$6,495.97	\$6,495.97	\$527,870.00	\$521,374.03	
Gross Profit		\$6,495.97	\$6,495.97	\$527,870.00	\$0.00	
Expenses						
6240	Auditing & Accounting Services	0.00	0.00	8,500.00	8,500.00	0.00%
6060	City Manager	1,029.43	1,029.43	13,000.00	11,970.57	7.92%
6025	City Recorder/Clerk	317.29	317.29	3,847.00	3,529.71	8.25%
6300	Contracted Services	0.00	0.00	2,500.00	2,500.00	0.00%
6320	Dues, Licenses & Subscriptions	0.00	0.00	500.00	500.00	0.00%
6070	Finance Director/Assn. Manager	831.13	831.13	10,277.00	9,445.87	8.09%
6380	Fuel & Oil	140.75	140.75	3,500.00	3,359.25	4.02%
6390	Insurance	9,270.00	9,270.00	9,270.00	0.00	100.00%
6400	IT Services	33.33	33.33	1,200.00	1,166.67	2.78%
6410	Legal Services	0.00	0.00	750.00	750.00	0.00%
6470	Minor Equipment	0.00	0.00	3,500.00	3,500.00	0.00%
6490	Office Equipment Repair	0.00	0.00	3,500.00	3,500.00	0.00%
6500	Office Supplies	0.00	0.00	250.00	250.00	0.00%
6010	Personnel Costs	4,990.92	4,990.92	58,346.00	53,355.08	8.55%
6510	Postage & Shipping Costs	0.00	0.00	1,750.00	1,750.00	0.00%
6520	Printing, Advertising & Notice	0.00	0.00	300.00	300.00	0.00%
6150	Public Works Director	1,727.44	1,727.44	21,456.00	19,728.56	8.05%
6590	Street Lighting	0.00	0.00	8,000.00	8,000.00	0.00%
6610	Supplies & Services	0.00	0.00	2,200.00	2,200.00	0.00%
6620	System Maintenance & Repair	0.00	0.00	5,000.00	5,000.00	0.00%
6630	Telephone/VOIP	0.00	0.00	800.00	800.00	0.00%
6650	Travel & Training	49.61	49.61	1,000.00	950.39	4.96%
6680	Utilities	0.00	0.00	2,000.00	2,000.00	0.00%
6190	Utility Worker II /Lead Worker	3,395.59	3,395.59	21,171.00	17,775.41	16.04%
6200	Workers Comp	0.00	0.00	3,974.00	3,974.00	0.00%
Expenses		\$21,785.49	\$21,785.49	\$186,591.00	\$164,805.51	

Street Fund
Statement of Revenue and Expenditures

Account Number	Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
	Jul 2025	Jul 2025	Jul 2025	Jul 2025	Jun 2026
	Jul 2025 Actual	Jul 2025 Actual	Jun 2026	Jun 2026 Variance	Percent of Budget
Revenue Less Expenditures	(\$15,289.52)	(\$15,289.52)	\$341,279.00	\$0.00	
Net Change in Fund Balance	(\$15,289.52)	(\$15,289.52)	\$341,279.00	\$0.00	

Fund Balances

Beginning Fund Balance	8,445.89	8,445.89	0.00	0.00	0.00%
Net Change in Fund Balance	(15,289.52)	(15,289.52)	341,279.00	0.00	0.00%
Ending Fund Balance	(6,843.63)	(6,843.63)	0.00	0.00	0.00%

Report Options
Fund: Street Fund
Period: 7/1/2025 to 7/31/2025
Detail Level: Level 3 Accounts
Display Account Categories: No
Display Subtotals: No
Revenue Reporting Method: Budget - Actual
Expense Reporting Method: Budget - Actual
Budget: Street Budget

Sewer Discount Program Statement of Revenue and Expenditures

Account Number		Current Period Jul 2025 Jul 2025 Actual	Year-To-Date Jul 2025 Jul 2025 Actual	Annual Budget Jul 2025 Jun 2026	Annual Budget Jul 2025 Jun 2026 Variance	Jul 2025 Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4430	Donations	113.75	113.75	1,500.00	1,386.25	7.58%
4470	Interest	154.30	154.30	1,520.00	1,365.70	10.15%
	Revenue	\$268.05	\$268.05	\$3,020.00	\$2,751.95	
	Gross Profit	\$268.05	\$268.05	\$3,020.00	\$0.00	
Expenses						
8150	To Wastewater Fund	0.00	0.00	2,500.00	2,500.00	0.00%
8175	To Water Fund	0.00	0.00	2,500.00	2,500.00	0.00%
	Expenses	\$0.00	\$0.00	\$5,000.00	\$5,000.00	
	Revenue Less Expenditures	\$268.05	\$268.05	(\$1,980.00)	\$0.00	
	Net Change in Fund Balance	\$268.05	\$268.05	(\$1,980.00)	\$0.00	
Fund Balances						
	Beginning Fund Balance	15,624.75	15,624.75	0.00	0.00	0.00%
	Net Change in Fund Balance	268.05	268.05	(1,980.00)	0.00	0.00%
	Ending Fund Balance	15,892.80	15,892.80	0.00	0.00	0.00%

Report Options

Fund: Sewer Discount Program

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 1 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: Sewer Discount

Wastewater Fund Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4500	Finance/Late Fees	233.74	233.74	3,050.00	2,816.26	7.66%
4730	From Sewer Discoun Fund To WW	0.00	0.00	2,500.00	2,500.00	0.00%
4780	From TRT to WW	0.00	0.00	15,000.00	15,000.00	0.00%
4550	Grants	0.00	0.00	85,000.00	85,000.00	0.00%
4260	System Charges	77,605.85	77,605.85	793,356.00	715,750.15	9.78%
Revenue		\$77,839.59	\$77,839.59	\$898,906.00	\$821,066.41	
Gross Profit		\$77,839.59	\$77,839.59	\$898,906.00	\$0.00	
Expenses						
7130	WWTP-OECDD Loan -- Interest	0.00	0.00	1,977.00	1,977.00	0.00%
7140	WWTP-OECDD Loan -- Principal	0.00	0.00	35,934.00	35,934.00	0.00%
6240	Auditing & Accounting Services	0.00	0.00	20,000.00	20,000.00	0.00%
6250	Bank Charges & Fees	919.09	919.09	3,500.00	2,580.91	26.26%
6260	Building & Grounds Maint.	0.00	0.00	750.00	750.00	0.00%
6060	City Manager	2,058.85	2,058.85	26,000.00	23,941.15	7.92%
6025	City Recorder/Clerk	1,586.43	1,586.43	23,080.00	21,493.57	6.87%
9011	Committed to USDA Loan Reserve	0.00	0.00	76,943.00	76,943.00	0.00%
9000	Contingency	0.00	0.00	10,000.00	10,000.00	0.00%
6300	Contracted Services	25.16	25.16	3,500.00	3,474.84	0.72%
6320	Dues, Licenses & Subscriptions	0.00	0.00	7,000.00	7,000.00	0.00%
6330	Equipment Repair	0.00	0.00	5,000.00	5,000.00	0.00%
6070	Finance Director/Assn. Manager	1,662.26	1,662.26	20,554.00	18,891.74	8.09%
6380	Fuel & Oil	206.86	206.86	5,500.00	5,293.14	3.76%
6750	Grants Expenses	0.00	0.00	85,000.00	85,000.00	0.00%
6820	Inflow/Infiltration Control	0.00	0.00	20,000.00	20,000.00	0.00%
6390	Insurance	27,626.00	27,626.00	26,458.00	(1,168.00)	104.41%
6400	IT Services	266.92	266.92	3,500.00	3,233.08	7.63%
6410	Legal Services	0.00	0.00	500.00	500.00	0.00%
6470	Minor Equipment	0.00	0.00	8,000.00	8,000.00	0.00%
6760	Office Equipment/Software	0.00	0.00	500.00	500.00	0.00%
6500	Office Supplies	243.50	243.50	500.00	256.50	48.70%
6010	Personnel Costs	9,622.83	9,622.83	152,863.00	143,240.17	6.30%
6510	Postage & Shipping Costs	0.00	0.00	1,500.00	1,500.00	0.00%
6520	Printing, Advertising & Notice	0.00	0.00	100.00	100.00	0.00%
6150	Public Works Director	3,023.01	3,023.01	37,548.00	34,524.99	8.05%
6600	Sewer Discount	0.00	0.00	2,500.00	2,500.00	0.00%

Wastewater Fund

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025	Jul 2025	Jul 2025	Jul 2025	Jun 2026
		Jul 2025	Jul 2025	Jun 2026	Jun 2026	Percent of
		Actual	Actual		Variance	Budget
Account Number						
6610	Supplies & Services	46.50	46.50	1,200.00	1,153.50	3.88%
6620	System Maintenance & Repair	2,142.08	2,142.08	20,000.00	17,857.92	10.71%
6865	System Repair/Replace	920.31	920.31	15,000.00	14,079.69	6.14%
6630	Telephone/VOIP	0.00	0.00	2,064.00	2,064.00	0.00%
6640	Testing & Sampling	5,580.57	5,580.57	13,500.00	7,919.43	41.34%
6650	Travel & Training	49.61	49.61	7,500.00	7,450.39	0.66%
6660	Treatment Chemicals	1,709.00	1,709.00	30,500.00	28,791.00	5.60%
6680	Utilities	0.00	0.00	39,000.00	39,000.00	0.00%
6190	Utility Worker II /Lead Worker	5,942.29	5,942.29	64,463.00	58,520.71	9.22%
6200	Workers Comp	0.00	0.00	5,627.00	5,627.00	0.00%
7100	WWTP-USDA -- Interest	0.00	0.00	32,889.00	32,889.00	0.00%
7110	WWTP-USDA -- Principal	0.00	0.00	44,055.00	44,055.00	0.00%
Expenses		\$63,631.27	\$63,631.27	\$854,505.00	\$790,873.73	
Revenue Less Expenditures		\$14,208.32	\$14,208.32	\$44,401.00	\$0.00	
Net Change in Fund Balance		\$14,208.32	\$14,208.32	\$44,401.00	\$0.00	

Fund Balances

Beginning Fund Balance	600,795.82	600,795.82	0.00	0.00	0.00%
Net Change in Fund Balance	14,208.32	14,208.32	44,401.00	0.00	0.00%
Ending Fund Balance	615,004.14	615,004.14	0.00	0.00	0.00%

Report Options

Fund: Wastewater Fund

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 3 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: Wastewater Budget

Water Fund

Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4581	Contract Services - WB	0.00	0.00	15,000.00	15,000.00	0.00%
4020	Debt Mgmt - Watseco Barview	1,692.14	1,692.14	12,000.00	10,307.86	14.10%
4500	Finance/Late Fees	248.30	248.30	3,500.00	3,251.70	7.09%
4790	From TRT To Water	0.00	0.00	15,000.00	15,000.00	0.00%
4440	Misc. Revenues	0.00	0.00	2,000.00	2,000.00	0.00%
4280	Shutff/Turn-on Fees	50.00	50.00	1,000.00	950.00	5.00%
4260	System Charges	31,338.89	31,338.89	625,677.00	594,338.11	5.01%
	Revenue	\$33,329.33	\$33,329.33	\$674,177.00	\$640,847.67	
	Gross Profit	\$33,329.33	\$33,329.33	\$674,177.00	\$0.00	
Expenses						
6240	Auditing & Accounting Services	0.00	0.00	20,000.00	20,000.00	0.00%
6250	Bank Charges & Fees	713.43	713.43	3,500.00	2,786.57	20.38%
6260	Building & Grounds Maint.	0.00	0.00	2,500.00	2,500.00	0.00%
6060	City Manager	2,058.85	2,058.85	26,000.00	23,941.15	7.92%
6025	City Recorder/Clerk	1,586.43	1,586.43	23,080.00	21,493.57	6.87%
9000	Contingency	0.00	0.00	10,000.00	10,000.00	0.00%
6300	Contracted Services	25.17	25.17	3,500.00	3,474.83	0.72%
6320	Dues, Licenses & Subscriptions	1,500.00	1,500.00	2,000.00	500.00	75.00%
6755	Engineering	0.00	0.00	5,000.00	5,000.00	0.00%
6330	Equipment Repair	0.00	0.00	1,250.00	1,250.00	0.00%
6070	Finance Director/Assn. Manager	1,662.26	1,662.26	20,554.00	18,891.74	8.09%
6380	Fuel & Oil	140.74	140.74	5,500.00	5,359.26	2.56%
6990	IFA Loan - Principal	0.00	0.00	5,423.00	5,423.00	0.00%
6980	IFA-Loan Interest	0.00	0.00	1,253.00	1,253.00	0.00%
6390	Insurance	14,917.00	14,917.00	14,918.00	1.00	99.99%
6400	IT Services	448.17	448.17	3,500.00	3,051.83	12.80%
6410	Legal Services	0.00	0.00	1,000.00	1,000.00	0.00%
6470	Minor Equipment	0.00	0.00	4,200.00	4,200.00	0.00%
6760	Office Equipment/Software	0.00	0.00	2,500.00	2,500.00	0.00%
6500	Office Supplies	161.28	161.28	250.00	88.72	64.51%
6010	Personnel Costs	8,741.84	8,741.84	178,947.00	170,205.16	4.89%
6510	Postage & Shipping Costs	0.00	0.00	1,500.00	1,500.00	0.00%
6520	Printing, Advertising & Notice	0.00	0.00	100.00	100.00	0.00%
6150	Public Works Director	2,591.15	2,591.15	32,184.00	29,592.85	8.05%
6610	Supplies & Services	683.51	683.51	1,500.00	816.49	45.57%

Water Fund

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025	Jul 2025	Jul 2025	Jul 2025	Jun 2026
		Jul 2025	Jul 2025	Jun 2026	Jun 2026	Percent of
		Actual	Actual		Variance	Budget
Account Number						
6620	System Maintenance & Repair	1,969.48	1,969.48	35,000.00	33,030.52	5.63%
6630	Telephone/VOIP	0.00	0.00	2,064.00	2,064.00	0.00%
6640	Testing & Sampling	1,657.26	1,657.26	4,000.00	2,342.74	41.43%
8145	To PWE Reserve Fund	0.00	0.00	10,000.00	10,000.00	0.00%
6650	Travel & Training	49.61	49.61	8,500.00	8,450.39	0.58%
6660	Treatment Chemicals	0.00	0.00	9,000.00	9,000.00	0.00%
6680	Utilities	0.00	0.00	22,660.00	22,660.00	0.00%
6190	Utility Worker II /Lead Worker	5,093.39	5,093.39	115,484.00	110,390.61	4.41%
6200	Workers Comp	0.00	0.00	6,997.00	6,997.00	0.00%
Expenses		\$43,999.57	\$43,999.57	\$583,864.00	\$539,864.43	
Revenue Less Expenditures		(\$10,670.24)	(\$10,670.24)	\$90,313.00	\$0.00	
Net Change in Fund Balance		(\$10,670.24)	(\$10,670.24)	\$90,313.00	\$0.00	

Fund Balances

Beginning Fund Balance	501,105.87	501,105.87	0.00	0.00	0.00%
Net Change in Fund Balance	(10,670.24)	(10,670.24)	90,313.00	0.00	0.00%
Ending Fund Balance	490,435.63	490,435.63	0.00	0.00	0.00%

Report Options

Fund: Water Fund

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 3 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: Water Budget

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TRT Fund
Statement of Revenue and Expenditures

		Current Period	Year To Date	Annual Budget	Annual Budget	Jun 2026
		Jul 2025	Jul 2025	Jul 2025	Jul 2025	Jun 2026
Account Number		Actual	Actual	Jun 2026	Variance	Percent of Budget
Revenue & Expenditures						
Revenue						
TRT Tourism						
4584	Cash on Hand	0.00	0.00	486,822.00	486,822.00	0.00%
4520	Event Revenue	8,375.00	8,375.00	10,000.00	1,625.00	83.75%
4535	Fees	0.00	0.00	250.00	250.00	0.00%
4470	Interest	2,893.18	2,893.18	20,642.00	17,748.82	14.02%
4440	Misc. Revenues	0.00	0.00	100.00	100.00	0.00%
4140	TRT - General Use	15,776.77	15,776.77	290,000.00	274,223.23	5.44%
4150	TRT - Tourism	2,216.05	2,216.05	23,333.00	21,116.95	9.50%
	Revenue	\$29,261.00	\$29,261.00	\$831,147.00	\$801,886.00	
	Gross Profit	\$29,261.00	\$29,261.00	\$831,147.00	\$0.00	
Expenses						
TRT Community						
6240	Auditing & Accounting Services	0.00	0.00	10,000.00	10,000.00	0.00%
6280	Community Expenses	0.00	0.00	17,000.00	17,000.00	0.00%
6300	Contracted Services	0.00	0.00	7,500.00	7,500.00	0.00%
6360	Fireworks	0.00	0.00	10,000.00	10,000.00	0.00%
6610	Supplies & Services	0.00	0.00	1,500.00	1,500.00	0.00%
8045	To Gen.Fund	0.00	0.00	76,170.00	76,170.00	0.00%
8070	To PSE Fund for Fire Equip/Veh	0.00	0.00	25,000.00	25,000.00	0.00%
8140	To Street Fund	0.00	0.00	145,497.00	145,497.00	0.00%
8150	To Wastewater Fund	0.00	0.00	15,000.00	15,000.00	0.00%
8175	To Water Fund	0.00	0.00	15,000.00	15,000.00	0.00%
TRT Tourism						
6060	City Manager	1,544.13	1,544.13	19,500.00	17,956.00	0.00%
6690	Event Expenses	13,605.75	13,605.75	20,000.00	6,394.00	0.00%
6070	Finance Director/Assn. Manager	1,246.71	1,246.71	15,415.00	14,168.00	0.00%
6010	Personnel Costs	2,635.45	2,635.45	43,416.00	40,781.00	0.00%
6025	City Recorder/Clerk	1,269.14	1,269.14	15,386.00	14,117.00	0.00%
6245	Overtime/Vacation Payout	0.00	0.00	2,500.00	2,500.00	0.00%
6530	Promotional Media Reimb. Prgm.	0.00	0.00	3,000.00	3,000.00	0.00%
6488	Refundable Deposits	0.00	0.00	500.00	500.00	0.00%
9020	Restricted to Tourism Promo	0.00	0.00	25,000.00	25,000.00	0.00%
6200	Workers Comp	0.00	0.00	1,596.00	1,596.00	0.00%
FUND BALANCES						

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TRT Fund
Statement of Revenue and Expenditures

Beginning Fund Balance	681,596.98	581,596.98
Net Change in Fund Balance	8,959.82	8,959.82
Ending Fund Balance	690,556.80	690,556.80

Report Totals
Fund: TRT Fund
Period: 7/1/2025 to 7/31/2025
Detail Level: Level 1 Accounts
Display Account Categories: No
Display Subtotals: No
Revenue Reporting Method: Budget - Actual
Expense Reporting Method: Budget - Actual
Budget: Transient Room Tax MASTER BUDGET

Payroll Liability Fund

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2025 Jul 2025 Actual	Year-To-Date Jul 2025 Jul 2025 Actual	Annual Budget Jul 2025 Jun 2026	Annual Budget Jul 2025 Jun 2026 Variance	Jul 2025 Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4470	Interest	241.10	241.10	2,212.00	1,970.90	10.90%
	Revenue	\$241.10	\$241.10	\$2,212.00	\$1,970.90	
	Gross Profit	\$241.10	\$241.10	\$2,212.00	\$0.00	
Expenses						
6010	Personnel Costs	0.00	0.00	25,000.00	25,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$25,000.00	\$25,000.00	
	Revenue Less Expenditures	\$241.10	\$241.10	(\$22,788.00)	\$0.00	
	Net Change in Fund Balance	\$241.10	\$241.10	(\$22,788.00)	\$0.00	
Fund Balances						
	Beginning Fund Balance	84,127.69	84,127.69	0.00	0.00	0.00%
	Net Change in Fund Balance	241.10	241.10	(22,788.00)	0.00	0.00%
	Ending Fund Balance	84,368.79	84,368.79	0.00	0.00	0.00%

Report Options

Fund: Payroll Liability Fund

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 1 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: Payroll Liabilities Budget

PSE Fund
Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4630	From TRT for Fire Equip/Veh	0.00	0.00	25,000.00	25,000.00	0.00%
4645	Interest - Fire	482.20	482.20	3,006.00	2,523.80	16.04%
Revenue		\$482.20	\$482.20	\$28,006.00	\$27,523.80	
Gross Profit		\$482.20	\$482.20	\$28,006.00	\$0.00	
Revenue Less Expenditures		\$482.20	\$482.20	\$28,006.00	\$0.00	
Net Change in Fund Balance		\$482.20	\$482.20	\$28,006.00	\$0.00	
Fund Balances						
Beginning Fund Balance		(42,256.74)	(42,256.74)	0.00	0.00	0.00%
Net Change in Fund Balance		482.20	482.20	28,006.00	0.00	0.00%
Ending Fund Balance		(41,774.54)	(41,774.54)	0.00	0.00	0.00%

Report Options

Fund: PSE Fund

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 3 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

PWE Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4000	Available Cash on Hand	0.00	0.00	50,561.00	50,561.00	0.00%
4720	From Water Fund to PWE	0.00	0.00	10,000.00	10,000.00	0.00%
4470	Interest	482.20	482.20	448.00	(34.20)	107.63%
	Revenue	\$482.20	\$482.20	\$61,009.00	\$60,526.80	
	Gross Profit	\$482.20	\$482.20	\$61,009.00	\$0.00	
Expenses						
6810	Vehicles/Equipment	0.00	0.00	50,000.00	50,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$50,000.00	\$50,000.00	
	Revenue Less Expenditures	\$482.20	\$482.20	\$11,009.00	\$0.00	
	Net Change in Fund Balance	\$482.20	\$482.20	\$11,009.00	\$0.00	
Fund Balances						
	Beginning Fund Balance	57,494.90	57,494.90	0.00	0.00	0.00%
	Net Change in Fund Balance	482.20	482.20	11,009.00	0.00	0.00%
	Ending Fund Balance	57,977.10	57,977.10	0.00	0.00	0.00%

Report Options

Fund: PWE Reserve Fund

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 3 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: PWE Reserve Budget

System Development Fund, Water SDC Fund Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
		Jul 2025 Jul 2025 Actual	Jul 2025 Jul 2025 Actual	Jul 2025 Jun 2026	Jul 2025 Jun 2026 Variance	Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4585	For Parks SDC	0.00	0.00	30,600.00	30,600.00	0.00%
4583	For Storm Sewer SDC	0.00	0.00	80,800.00	80,800.00	0.00%
4597	For Streets SDC	0.00	0.00	60,550.00	60,550.00	0.00%
4596	For Wastewater SDC	0.00	0.00	95,000.00	95,000.00	0.00%
4599	for Water SDC	0.00	0.00	75,000.00	75,000.00	0.00%
4470	Interest	2,700.30	2,700.30	27,373.00	24,672.70	9.86%
Revenue		\$2,700.30	\$2,700.30	\$369,323.00	\$366,622.70	
Gross Profit		\$2,700.30	\$2,700.30	\$369,323.00	\$0.00	
Expenses						
6835	Parks Dept. System Improvement	0.00	0.00	55,000.00	55,000.00	0.00%
6830	Stormwater Dept System Improv.	0.00	0.00	110,000.00	110,000.00	0.00%
6825	Street Dept. System Improvemen	0.00	0.00	275,000.00	275,000.00	0.00%
6840	Water Dept. System Improvement	0.00	0.00	175,000.00	175,000.00	0.00%
6815	WW Dept. System Improvement	0.00	0.00	175,000.00	175,000.00	0.00%
Expenses		\$0.00	\$0.00	\$790,000.00	\$790,000.00	
Revenue Less Expenditures		\$2,700.30	\$2,700.30	(\$420,677.00)	\$0.00	
Net Change in Fund Balance		\$2,700.30	\$2,700.30	(\$420,677.00)	\$0.00	
Fund Balances						
Beginning Fund Balance		1,284,021.63	1,284,021.63	0.00	0.00	0.00%
Net Change in Fund Balance		2,700.30	2,700.30	(420,677.00)	0.00	0.00%
Ending Fund Balance		1,286,721.93	1,286,721.93	0.00	0.00	0.00%

Report Options

Fund: System Development Fund, Water SDC Fund

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 3 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: System Development Budget

WW Debt Bond Fund

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2025 Jul 2025 Actual	Year-To-Date Jul 2025 Jul 2025 Actual	Annual Budget Jul 2025 Jun 2026	Annual Budget Jul 2025 Jun 2026 Variance	Jul 2025 Jun 2026 Percent of Budget
Revenue & Expenditures						
Revenue						
4470	Interest	964.39	964.39	9,663.00	8,698.61	9.98%
4100	Property Taxes - Current Year	0.00	0.00	38,767.00	38,767.00	0.00%
4120	Property Taxes - Prior Years	0.00	0.00	950.00	950.00	0.00%
	Revenue	\$964.39	\$964.39	\$49,380.00	\$48,415.61	
	Gross Profit	\$964.39	\$964.39	\$49,380.00	\$0.00	
Expenses						
9009	Restricted to Sewer Bond Pymt.	0.00	0.00	237,549.00	237,549.00	0.00%
7175	WW Bond Payment - Interest	0.00	0.00	3,804.00	3,804.00	0.00%
7180	WW Bond Payment - Principal	0.00	0.00	35,914.00	35,914.00	0.00%
	Expenses	\$0.00	\$0.00	\$277,267.00	\$277,267.00	
	Revenue Less Expenditures	\$964.39	\$964.39	(\$227,887.00)	\$0.00	
	Net Change in Fund Balance	\$964.39	\$964.39	(\$227,887.00)	\$0.00	
Fund Balances						
	Beginning Fund Balance	231,127.89	231,127.89	0.00	0.00	0.00%
	Net Change in Fund Balance	964.39	964.39	(227,887.00)	0.00	0.00%
	Ending Fund Balance	232,092.28	232,092.28	0.00	0.00	0.00%

Report Options

Fund: WW Debt Bond Fund

Period: 7/1/2025 to 7/31/2025

Detail Level: Level 1 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: Wastewater Debt Budget

GURA General Fund
Statement of Revenue and Expenditures

	Current Period Jul 2025 Jul 2025 Actual	Year-To-Date Jul 2025 Jul 2025 Actual	Annual Budget Jul 2025 Jun 2026	Annual Budget Jul 2025 Jun 2026 Variance	Jul 2025 Jun 2026 Percent of Budget
Revenue & Expenditures					
Revenue					
Total Receipts					
Available Cash on Hand	0.00		434,812.00	(434,812.00)	0.00%
Interest	2,866.67	2,866.67	32,650.00	(29,783.33)	8.78%
Total Total Receipts	\$2,866.67	\$2,866.67	\$467,462.00	(\$464,595.33)	
Transfers In					
From GURA Debt to GURA GF	250,000.00	250,000.00	250,000.00		100.00%
Total Transfers In	\$250,000.00	\$250,000.00	\$250,000.00		
Revenue	\$252,866.67	\$252,866.67	\$717,462.00	(\$464,595.33)	
Gross Profit	\$252,866.67	\$252,866.67	\$717,462.00		
Expenses					
Materials & Services					
Auditing & Accounting Services	0.00		500.00	500.00	0.00%
Bank Charges & Fees	0.00		50.00	50.00	0.00%
Dues, Licenses & Subscriptions	0.00		300.00	300.00	0.00%
Legal Notices	0.00		250.00	250.00	0.00%
Legal Services	0.00		1,000.00	1,000.00	0.00%
Total Materials & Services	\$0.00		\$2,100.00	\$2,100.00	
Components of Ending Fund Balance					
Unassigned/Unappropriated	0.00		315,362.00	315,362.00	0.00%
Total Components of Ending Fund Balance	\$0.00		\$315,362.00	\$315,362.00	
Special Payouts					
City/GURA Grants	0.00		400,000.00	400,000.00	0.00%
Total Special Payouts	\$0.00		\$400,000.00	\$400,000.00	
Expenses	\$0.00		\$717,462.00	\$717,462.00	
Revenue Less Expenditures	\$252,866.67	\$252,866.67			
Net Change in Fund Balance	\$252,866.67	\$252,866.67			

GURA General Fund
Statement of Revenue and Expenditures

	Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2025
	Jul 2025	Jul 2025	Jul 2025	Jul 2025	Jun 2026
	Jul 2025	Jul 2025	Jun 2026	Jun 2026	Percent of
	Actual	Actual		Variance	Budget
Fund Balances					
Beginning Fund Balance	264,858.81	264,858.81			0.00%
Net Change in Fund Balance	252,866.67	252,866.67			0.00%
Ending Fund Balance	517,725.48	517,725.48			0.00%

Report Options
Fund: GURA General Fund
Period: 7/1/2025 to 7/31/2025
Detail Level: Level 3 Accounts
Display Account Categories: Yes
Display Subtotals: Yes
Revenue Reporting Method: Actual - Budget
Expense Reporting Method: Budget - Actual
Budget: Gura General Budget
Display Fund Balance Section: Yes

GURA Debt Service Fund

Statement of Revenue and Expenditures

	Current Period Jul 2024 Jun 2025 Actual	Year-To-Date Jul 2024 Jun 2025 Actual	Annual Budget Jul 2024 Jun 2025	Annual Budget Jul 2024 Jun 2025 Variance	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
Total Receipts					
Available Cash on Hand	0.00		491,000.00	(491,000.00)	0.00%
Property Taxes - Current Year	157,054.17	157,054.17	145,716.00	11,338.17	107.78%
Property Taxes - Prior Years	2,481.51	2,481.51	1,930.00	551.51	128.58%
Total Total Receipts	\$159,535.68	\$159,535.68	\$638,646.00	(\$479,110.32)	
Revenue	\$159,535.68	\$159,535.68	\$638,646.00	(\$479,110.32)	
Gross Profit	\$159,535.68	\$159,535.68	\$638,646.00		
Expenses					
Components of Ending Fund Balance					
Restricted	0.00		366,499.00	366,499.00	0.00%
Total Components of Ending Fund Balance	\$0.00		\$366,499.00	\$366,499.00	
Debt Service					
Contracted Requirement ORS 457	22,012.00	22,012.00	22,147.00	135.00	99.39%
Total Debt Service	\$22,012.00	\$22,012.00	\$22,147.00	\$135.00	
Interfund Transfer Expense					
To Gen.Fund	135,000.00	135,000.00	250,000.00	115,000.00	54.00%
Total Interfund Transfer Expense	\$135,000.00	\$135,000.00	\$250,000.00	\$115,000.00	
Expenses	\$157,012.00	\$157,012.00	\$638,646.00	\$481,634.00	
Revenue Less Expenditures	\$2,523.68	\$2,523.68			
Net Change in Fund Balance	\$2,523.68	\$2,523.68			

Report Options

Fund: GURA Debt Service Fund

Period: 7/1/2024 to 6/30/2025

Detail Level: Level 3 Accounts

Display Account Categories: Yes

Display Subtotals: Yes

Revenue Reporting Method: Actual - Budget

Expense Reporting Method: Budget - Actual

Budget: Gura Debt Budget

Display Fund Balance Section: No

AGENDA ITEM

TO: Mayor and City Council
FROM: Jake Boone, City Manager
SUBJECT: **Wastewater Facility Master Plan Approval**
DATE: 11 August 2025

BACKGROUND

The proposed Wastewater Facility Master Plan was presented to the Council at the July Council meeting. This plan would allow Garibaldi to appropriately deploy resources to most efficiently maintain and upgrade the City's wastewater collection and treatment system.

It would now be appropriate for the Council to adopt the Wastewater Facility Master Plan.

[Note: The Wastewater Facility Master Plan is, due to its size, not included in this packet, but is available on the City's website.]

RECOMMENDATION

Staff recommends that Council, by motion, adopt the Wastewater Facility Master Plan.

COST

None.



Jake Boone, City Manager

AGENDA ITEM

TO: Mayor and City Council
FROM: Jake Boone, City Manager
SUBJECT: **Charter Review Committee Outreach**
DATE: 11 August 2025

BACKGROUND

At the July Council meeting, Council directed staff to begin the process of recruitment for a Charter Review Committee to propose amendments to or replacement of the existing Garibaldi City Charter. To that end, staff has prepared the attached notice for Council approval.

RECOMMENDATION

Staff recommends that Council consider the attached notice and make any desired changes, and then, by motion, approve the notice.

COST

None.



Jake Boone, City Manager



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

INVITATION TO SERVE ON THE CHARTER REVIEW COMMITTEE

The City Charter is the foundational legal document of the City of Garibaldi. It defines the structure of our local government, outlines its powers and responsibilities, and serves as the guiding framework for how our City operates. From time to time, it is important to review and update the Charter to ensure it reflects current needs, values, and legal standards.

The City of Garibaldi is forming a Charter Review Committee to examine the Charter and recommend revisions for consideration by the City Council and, ultimately, Garibaldi voters.

We are inviting Garibaldi residents to express their interest in serving on this important committee. While we are especially seeking individuals with legal knowledge or background, this is not a requirement; our goal is to include a wide range of perspectives from community members of all backgrounds.

If you are interested in contributing to the future of Garibaldi's governance, please contact City Hall (at 503-322-3327 or city@ci.garibaldi.or.us) for more information or to submit your name for consideration.

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SMALL CITY ALLOTMENT PROGRAM (SCA)

Project Name: South 7th Street Improvements

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of Garibaldi, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Authority.** By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government, Oregon state agencies, the United States or with a United States governmental agency, or with an American Indian tribe or an agency of an American Indian tribe for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
- 2. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 3. Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: Project Description**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Contractor Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; and Exhibit C.

- 4. Project Cost; Grant Funds.** The total estimated Project cost is \$250,000.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$250,000.00 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 5. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to **Subsection 5.c.**

b. Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

i. Eligible Costs are actual costs of Recipient to the extent those costs are:

A. reasonable, necessary and directly used for the Project;

B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs do NOT include:

A. operating and working capital or operating expenditures charged to the Project by Recipient;

B. loans or grants to be made to third parties;

C. any expenditures incurred before the Effective Date or after the Availability Termination Date;

D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

E. right of way costs;

F. costs to adjust, reconstruct or relocate utilities; or

G. equipment, tools, or materials that could be used beyond the scope of the Project.

c. Project Change Procedures.

i. If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to the ODOT Program Manager at SmallCityAllotments@odot.oregon.gov.

ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

6. Reimbursement Process.

a. No later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs first, Recipient shall submit a reimbursement request to ODOT for the

Eligible Costs of the Project. Recipient must pay its contractors, consultants and vendors before submitting the request for reimbursement to ODOT. Recipient's failure to timely submit the request for reimbursement may result in non-payment.

- b. Recipient's reimbursement request shall be submitted on Recipient letterhead to the ODOT Program Manager at SmallCityAllotments@odot.oregon.gov. The reimbursement request must be dated and include the following information: the Agreement number, the start and end date of the billing period, an itemization of all expenses for which reimbursement is claimed, the amount of advance Grant Funds received to date (if applicable), and the requested reimbursement amount. Documentation supporting Eligible Costs must be provided with the request for reimbursement.
- c. Upon ODOT's receipt of the reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the reimbursement request until the Small City Allotment Program Manager, or designee, has completed the final review and accepted the Project as complete.
- d. Within forty-five (45) days of ODOT's approval of the reimbursement request, ODOT shall reimburse Recipient for Eligible Costs up to the Grant Funds amount.
- e. Upon written request by Recipient, ODOT may advance up to 50% of the Grant Funds to Recipient before Project completion. If ODOT advances any Grant Funds to Recipient under this subsection, then, upon Project completion and final project acceptance by ODOT, ODOT will reimburse Recipient for Eligible Costs up to the remaining amount of available Grant Funds pursuant to **Subsection 5.b**.
- f. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in **Section 7** are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- g. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT no later than fifteen (15) days after ODOT's written demand for the same.
 - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of **Subsections 12.b.i, 12.b.ii, 12.b.iii or 12.b.vi**, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors or potential contractors. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this **Section 7** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as

well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its contractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.
- d.** This **Section 8** shall survive any expiration or termination of this Agreement.

9. Recipient Contract and Procurements.

Recipient may enter into contracts with contractors for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

- a. Contracts.**
 - i.** All contracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contract(s). Use of a contract does not relieve Recipient of its responsibilities under this Agreement.
 - ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient’s contract with the contractor.
 - iii.** Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name ODOT as an additional or dual obligee on construction contractor’s performance and payment bonds.
 - iv.** Recipient shall provide ODOT with a copy of any signed contracts, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. This subparagraph shall survive expiration or termination of this Agreement.

- v. Recipient must report to ODOT any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i. *Recipient's contract(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless State of Oregon, the Oregon Transportation Commission and its members, and the Oregon Department of Transportation, and its officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, cost, and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's contract(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's contractor(s) or subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State, or that Recipient's contractor is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

- i. Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify that each of its contractor(s) meet the minimum insurance requirements in Exhibit C.
- ii. Recipient shall require its contractor(s) to require and verify that all contractors carry insurance coverage deemed appropriate based on the risks of the contracted work.
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.

- d. Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i.** All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii.** All procurement transactions are conducted in a manner providing full and open competition.
- 10. Self-Performing Work.** Recipient must receive prior approval from Program Manager for any self-performing work.
- 11. Conflicts of Interest.**
 - i.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

12. Termination

- a. Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i.** If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii.** If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii.** If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv.** If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v.** If Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi.** If the Project would not produce results commensurate with the further expenditure of funds.

- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

13. GENERAL PROVISIONS

a. Contribution and Contract-Related Indemnification.

- i. For purposes of this **Section 13.a.**, the term "ODOT" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."

ii. Contribution.

- A. If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- B. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

C. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

iii. Contract-Related Indemnification. Notwithstanding **Subsection 13.a.ii.**, and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODOT harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

iv. This **Section 13.a.** shall survive expiration or termination of this Agreement.

- b. Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. Recipient shall ensure that each of its subrecipient(s) or contractor(s) complies with these requirements.
- c. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

- f. No Third-Party Beneficiaries.** ODOT and Recipient 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact or Program Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this **Section 13.g.** Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”,

“employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. Survival.** In addition to sections of this Agreement specifically so designated, sections 6(g) (Recovery of Grant Funds), 13(h) (Governing Law; Consent to Jurisdiction) and 13(n) (Survival) survive expiration or termination of this Agreement.
- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on July 15, 2025 by the Strategic Investment Management Section Manager.

Signature Page to Follow

Recipient, by and through its Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Nick Theoharis, Public Works Superintendent
PO Box 708
Garibaldi, OR 97118
503.322.0217
nick.theoharis@garibaldi.gov

SCA Program Manager:

Deanna Edgar
355 Capitol St. NE, MS 21
Salem, OR 97301-4178
smallcityallotments@odot.oregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Statewide Investments Management Section
Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager
Date _____

**APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)**

By ___ N/A _____
Assistant Attorney General

Date _____

EXHIBIT A

Project Description

Agreement No. SCA2025R2- Garibaldi

Project Name: South 7th Street Improvements

A. PROJECT DESCRIPTION

S 7th Street beginning approximately 33 ft. south of American Avenue extending south approximately 690 ft.

Improvements to include a 2-inch grind and asphalt overlay and the reconstruction of driveway aprons along the west side of the road at these locations:

The northern entrance to Harwood Mill.

The southern entrance to Harwood Mill.

The outbound roadway at the southern end Harwood Mill.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Paragraph 5.

EXHIBIT B

Recipient Requirements

1. Prevailing Wages and Labor Standards
 - a. Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state “PWR”). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries (“BOLI”) under ORS 279C.815.
 - b. When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
 - c. When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than ODOT.
 - d. Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
 - e. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain, operate and provide power to the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as ten (10) years from its completion date (the “Project Useful Life”). At the conclusion of the Project Useful Life, Recipient and ODOT shall negotiate any additional maintenance obligations for any features installed on ODOT's right of way. If the Parties are unable to come to a consensus regarding additional maintenance obligations, Recipient shall remove all features installed on ODOT's right of way and restore ODOT's right of way to its previous condition at no expense to ODOT. This paragraph shall survive the expiration or termination of this Agreement.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried for constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

5. Americans with Disabilities Act Compliance

a. State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility (“state highway”):

- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Recipient shall follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
- v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least ten (10) days prior to the start of construction.

b. Local Roads: For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:

- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
- ii. Recipient may follow its own processes or may use ODOT’s processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process,

ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Paragraph 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. For all improvements within ODOT's right of way, Recipient shall design all work in accordance with the standards specified in the current *ODOT Highway Design Manual* <https://www.oregon.gov/ODOT/Engineering/Pages/Hwy-Design-Manual.aspx> and related references. Construction plans for such projects shall be in conformance with standard practices of the State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current ODOT drafting manuals.

- b. Prior to advertising the Project for bid, for all improvements within ODOT's right of way, Recipient must receive written approval of the Project's plans and specifications from ODOT's Roadway Engineering Section, in the Engineering and Technical Services Branch. This Agreement is not ODOT's approval of the plans or specifications.
- c. In addition to ODOT's approval of the plans and specifications and prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, written permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- d. Pursuant to OAR 734-020-0430, Recipient shall obtain written approval from the State Traffic Engineer prior to the design, construction, or removal of any traffic signal, traffic control device, or illumination to be installed on a state highway. An engineering study may be required for approval. See *ODOT's Traffic Manual* for the approval process. This Agreement is not the State Traffic Engineer's written approval.
- e. Recipient and ODOT shall have an executed maintenance and operations agreement to cover obligations for any signaling devices being installed on a state highway for this Project. This agreement must be in effect prior to receiving design approval from ODOT. Traffic signals on a state highway must be designed per the current edition of ODOT's *Traffic Signal Design Manual*.
- f. Electrical inspectors used by Recipient or its contractor(s), shall possess a current State Certified Traffic Signal Inspector certificate in order to inspect electrical installations on state highways.
- g. ODOT will, at no cost to the Project, perform signal equipment environmental testing. For ODOT-owned or ODOT-maintained signals, ODOT will, at no cost to the Project, perform the signal field testing and turn-on. Traffic signal timing for ODOT-owned and ODOT-operated signals shall be the responsibility of ODOT, unless there is an agreement that specifically allows Recipient to perform that function.
- h. Recipient shall ensure that all work involving pedestrian-activated signals performed under this Agreement, including maintenance activities, complies with ODOT's ADA standards. Recipient shall ensure that all traffic signals, illumination poles, and foundations installed on a state highway conform to State's standards, pursuant to the versions of ODOT's Traffic Structures Design Manual and Geotechnical Design Manual in effect at the time the work is conducted.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project

completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).

- b.** If at any time before the Availability Termination Date identified in **Section 1** of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c.** If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d.** This Section 8 is in addition to, and not in lieu of, ODOT’s rights and remedies under **Subsection 6.g** (“Recovery of Grant Funds”) of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact or Program Manager in writing when the link changes during the term of this Grant Agreement.

EXHIBIT C

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. All references to “contractor” in this Exhibit refer to Recipient’s contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers’ Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than
☒ \$1,000,000 ☐ \$2,000,000 ☐ \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than ☒ \$2,000,000 ☐ \$4,000,000
☐ \$10,000,000.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than
\$1,000,000 per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Recipient.

f. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers’ Compensation/Employer’s Liability.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

DEPARTMENTAL REPORT

TO: Mayor and City Council
FROM: Jake Boone, City Manager
SUBJECT: July-August City Manager Report
DATE: 12 August 2025

CITY MANAGER'S REPORT

Garibaldi Days

The 2025 Garibaldi Days event was a success. T-shirt and sweatshirt sales were similarly successful, with the City selling out of everything and every size except for three remaining youth-sized t-shirts.

Hiring Process Complete

The City has completed the process of hiring a new City Recorder/Clerk. Please stop by after August 25 (her first day) to welcome Amy Cram to the City of Garibaldi!

City Hall Upgrades

Staff have just about finished painting downstairs City Hall, and the City Manager has moved his office downstairs as well. This move should help facilitate more efficient communication and collaboration with City Hall staff (especially on rainy days!).

Sludge Hauling

Public Works is currently in the sludge-hauling part of the annual Wastewater Treatment Plant maintenance cycle. This involves loading up nutrient-rich biosolids from the Plant's digester into a tanker truck and spreading them on fields in the local area. So if you see a City truck going back and forth to a farm up the Miami, that's why.

Council Rules Worksession/Training

A representative from the League of Oregon Cities will be in Garibaldi at 5:30 the evening of Monday, August 25, to lead the Council on a deep dive into the Council's code of conduct. This worksession is open to all who wish to observe.

Finance

Our Finance Director, Becca Harth, has been busy wrapping up the 2021-22 audit while also preparing a payroll audit for SAIF, the City's workers compensation provider. She's also been acting as Utility Clerk while we wait to get our new Recorder/Clerk on board. This month she

attended City/County Insurance Services (CIS)-provided training on updates regarding legislative changes and employee handbooks.

City Dumpster

We've become aware that one or more unauthorized persons have been disposing of household garbage in the City's dumpster. As there is a camera with a pretty good view of the site, relevant video footage has been turned over to the Tillamook County Sheriff's Office for investigation and potential prosecution. Please remember that illicit disposal of garbage in receptacles that aren't your own can get you into trouble for theft of services.

Fire Department

The Fire Department has been very busy this month. Interim Chief Blake Paulsen has provided the following list:

- Summer Staff hired and started (1 fulltime, 1 part time and 6 weekly volunteer shifts)
- Vegetation reduction in city, rural district and training grounds.
- 4 community events including Garibaldi Days with over 200 hours of combined volunteer and career staff time
- 4th of July upstaffing and coverage. (8 volunteers, over 100 combined hours and 24 beach fires)
- 17 SCBA Air packs, 34 bottles and 20 masks tested and passed
- Fire Danger signage installed at Barview County Park
- FD/GEV Community Preparedness Open House
- Engine 31 re-organized to also now meet Wildland Urban Interface standards and capabilities
- Moved Chief offices for new dynamic needs.



Jake Boone, City Manager