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GARIBALDI CITY COUNCIL REGULAR MEETING

Via Zoom	https://us02web.zoom.us/j/86246522591	Meeting ID:	862 4652 2591
Via Phone	253-215-8782	Password:	045814

AUDIENCE PARTICIPATION

Comments must be limited to city business topics that are NOT on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to city@garibaldi.gov), or in person to city staff.**

MONDAY, SEPTEMBER 21, 2026: 5:30 PM

A. CONVENING OF MEETING

B. PLEDGE OF ALLEGIANCE

C. PRESENTATIONS

1. Garibaldi Emergency Volunteer's

D. ITEMS TO BE ADDED TO THE AGENDA

E. PUBLIC HEARINGS

F. CONSENT CALENDAR

1. City Council Meeting Minutes
 - a. August 10, 2026, City Council Work Session Meeting
 - b. August 17, 2026, Regular City Council Meeting
2. Checks Issued
3. Financial Report
4. LGIP Statement

- G. 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; if you wish to speak, please sign up on the provided roster.

H. PUBLIC COMMENT 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; if you wish to speak, please sign up on the provided roster.

I. OLD BUSINESS

1. Audit Update

J. NEW BUSINESS

1. Consideration of Resolution No. 2026-09 Authorizing the City Manager/City Manager Pro-Tem to Administer and Enforce the Garibaldi Municipal Code
2. First & Second Reading of Ordinance No. 338 an Ordinance Approving a Franchise Agreement with Hunter Communications for Communication Services
3. Consideration of Adoption of Ordinance No. 338 an Ordinance Approving Franchise Agreement with Hunter Communications for Communication Services
4. First & Second Reading of Ordinance No. 339 an Ordinance to Amend Ordinance No. 145 Section 2 to Identify, Regulate, and Abate Public Nuisances for the Protection of Public Health, Safety, Peace, and Welfare
5. Consideration of Adoption of Ordinance No. 339 an Ordinance to Amend Ordinance No. 145 Section 2 to Identify, Regulate, and Abate Public Nuisances for the Protection of Public Health, Safety, Peace, and Welfare
6. Consideration of City Manager Application

K. ITEMS REMOVED FROM CONSENT AGENDA

L. CITY MANAGER'S REPORT

M. DEPARTMENT HEAD MATTERS

N. AFFILIATED ORGANIZATION REPORTS

O. COUNCIL REPORTS AND COMMENTS

P. ADJOURNMENT

Garibaldi City Council Workshop Minutes **Monday, August 10, 2026 – 4:00 p.m.**

A. CONVENING OF MEETING

The Garibaldi City Council Work Session was called to order by Mayor Linda Bade at 4:00 PM.

Present: Mayor Linda Bade; Council President Cheryl Gierga, Councilor Tom Porter, Councilor Connye Corey(zoom). Staff in attendance were City Manager Pro Tem/Finance Officer Becca Harth and City Recorder Amy Cram.

B. OLD BUSINESS

1. Wayfinding Update

Nan Devlin, appearing as a volunteer and former Executive Director of the Garibaldi Coast Visitors Association, presented an update on the City's wayfinding plan. She explained that the plan had been delayed at ODOT's request pending completion of a highway project, and that Garibaldi was the final community for which she was guiding the wayfinding process prior to her departure from GCVA.

Devlin reported that design, fabrication, and installation costs had already been secured through prior funding arrangements, and that the City's primary remaining financial obligation would be for permits and fabrication and installation of any revised or additional signage elements. She advised the Council to approach Tillamook County for funding through the county's Transient Lodging Tax, which has historically funded wayfinding projects countywide, and recommended doing so no later than February 2027 to align with the county's budget cycle ahead of committee meetings in April and May.

The discussion covered a range of plan elements, including: directional signage on Highway 101 for restrooms and the fish cleaning station; an interpretive marker for the Whitney Mill chimney (the large smokestack); clarification of Garibaldi's status as a US Coast Guard-designated city for inclusion in signage language; a proposed three-sided kiosk near the boathouse to replace deteriorated existing signage; the Bay Trailhead interpretive element, the status of which was unclear and which Mayor Bade agreed to follow up on with the Port; and a potential LED electronic message sign. The Council reached consensus that one LED sign rather than the two originally contemplated would be preferable, given that the two proposed locations were in close proximity and dual signs could be visually redundant.

The question of QR code usage on interpretive signage was discussed. Council President Cheryl Gierga expressed concern that not all visitors use QR codes and suggested that brief written text on a plaque accompany any QR code placement. Ms. Devlin noted that Rockaway Beach saw usage jump into the thousands after placing QR code stickers in storefront windows and hotel rooms, suggesting placement context matters significantly.

A question arose regarding a possible lease or contractual claim by the railroad (represented by Trevor) on a portion of the city-owned parking lot at Third Street and Highway 101, where one LED sign had been proposed. Mayor Bade indicated the City was unaware of any such contract and directed that it be located and reviewed.

The Council also briefly discussed the City's logo and branding. No decision was made; Mayor Bade noted the Council had not yet been formally presented with design proposals from the Garibaldi Business Association and that visual decisions would come at a later stage. Ms. Devlin confirmed that the design firm Partners in Design would incorporate community feedback from the August 5th public meeting, revise the plan, and submit it to the City for formal approval. Following City approval, fabrication and installation estimates would be obtained and presented to the county for funding.

2. ORD 338 Amending ORD 277 Keeping of Livestock

The Council reviewed the proposed Ordinance 338, which amends Ordinance 277 to regulate the keeping of livestock specifically addressing the number of fowl permitted and the prohibition of roosters within city limits. The ordinance was prompted by a complaint-driven situation in which an excess of fowl on a single residential lot was linked to a rodent infestation affecting a neighboring property.

Council President Gierga raised the question of whether existing rooster owners would receive advance notification before a 30-day compliance period was triggered. Harth clarified that the ordinance provides no more than 30 days from the date of adoption for compliance and offered to send letters to any known rooster owners upon adoption. Mayor Bade noted the City does not have a comprehensive list of rooster owners, and the Council generally agreed that a complaint based enforcement approach was the most practical mechanism.

A member of the public, Delores Morris, addressed the Council. Ms. Morris stated she had been told several years ago by city staff that six chickens and no roosters were permitted, and expressed frustration that no such rule had been formally codified. She indicated that under the proposed ordinance she would remain compliant, as she holds three lots totaling approximately 15,000 square feet. Ms. Morris expressed support for the ordinance's intent and emphasized the importance of responsible chicken keeping practices, including secure feed storage to prevent rodent attraction.

Councilor Connye Corey, participating via Zoom, expressed support for the ordinance as written and suggested that a fee should be associated with monitoring and enforcement, noting that city staff time carries a cost.

A significant discussion arose regarding enforcement authority. Harth explained that there are currently two obstacles to enforcement: (1) the City has not granted management the authority to issue citations for ordinance violations; and (2) the City does not have a standing agreement with Tillamook County Justice Court to accept city-issued citations. The Council reached consensus that Harth should consult with the City Attorney and bring forward a separate resolution granting broad citation authority covering all municipal ordinances, and that she should initiate contact with Tillamook County Justice Court to establish the necessary jurisdictional relationship. The question of specific fine amounts was deferred pending review of the existing ordinance framework and the upcoming comprehensive code update.

The Council expressed consensus that the ordinance was ready to advance to the regular business meeting the following Monday for a public comment period and potential adoption.

C. NEW BUSINESS

1. RFP Discussion for City Manager Recruitment

Harth presented a summary of three proposals received in response to the City's Request for Proposals (RFP) for a city manager recruitment firm. All three firms responded, and full proposal packets were to be included in the following Monday's council meeting packet for thorough review prior to a decision.

Harth summarized the proposals as follows: one firm quoted a flat fee of approximately \$21,900 plus itemized reimbursable expenses; a second firm quoted \$28,000 plus reimbursable expenses of \$750; and a third quoted \$16,500. All three firms proposed similar recruitment processes with timelines ranging from approximately 12 to 16 weeks.

Harth noted that one of the firms, identified as WBCP, had been used by the City in the past with limited results, and recommended the Council focus its evaluation on the two firms with which the City has no prior experience. One firm, Jensen Strategies, was noted favorably, Harth indicated familiarity with their staff and ease of working with them, and an unidentified attendee noted that a representative from the City of Manzanita had spoken highly of Jensen Strategies at a recent League of Oregon Cities small cities network meeting. Mayor Bade noted that a representative from CIS had suggested the possibility of a regional discount given geographic proximity, though Harth indicated some of the proposed services might not be needed, potentially creating additional savings through scope negotiation.

The Council reached consensus to defer any decision until the full proposals were reviewed in the Monday council meeting packet.

D. ADJOURNMENT

Mayor Linda Bade adjourned the meeting at 4:58 PM.

ATTEST:

Linda Bade, Mayor

Becca Harth, City Manager Pro Tem/Finance Director

DRAFT

Garibaldi City Council Regular Meeting Minutes

Monday, August 17, 2026 – 5:30 p.m.

A. CONVENING OF MEETING

The Regular Meeting of the Garibaldi City Council was called to order at 5:30 PM.

In attendance were Mayor Linda Bade, Council President Cheryl Gierga, Vice President Bud Shattuck, Councilor Connye Corey, and Councilor Tom Porter. Staff in attendance were City Manager Pro Tem/Finance Director Becca Harth, City Recorder Amy Cram, Fire Chief Tad Pedersen, and Public Works Superintendent Nick Theoharis.

Prior to proceeding, Mayor Bade moved two agenda amendments by consensus: the Pledge of Allegiance was added immediately following convening, and Public Comments on Non-Agenda Items was relocated to follow the Consent Calendar as a standing practice.

B. PRESENTATIONS

1. RCAC – Water Rate Study

Tricia Kent, Technical Assistance Provider with the Rural Community Assistance Corporation (RCAC), presented via Zoom an overview of water rate-setting principles applicable to small and rural water systems. The presentation covered the true cost of service, including operating expenses, debt service, and reserve contributions; the distinction between fixed and variable costs; asset management practices; and the importance of annual rate reviews aligned with inflation (recommended at 3–4% annually). Ms. Kent emphasized that incremental annual rate increases reduce the long-term burden on customers compared to infrequent large adjustments. The rate study itself has not yet commenced; a September start date was anticipated pending confirmation of RCAC funding availability. No charge to the City is associated with RCAC's technical assistance services.

2. Garibaldi Emergency Volunteers

Councilor Connye Corey, reporting on behalf of the Garibaldi Emergency Volunteers, provided the following updates: the group raised \$836 at their Garibaldi Days raffle, with appreciation extended to contributing businesses. The Great Shakeout is scheduled for October 15th at 10:15 AM; additional details will be presented at the September meeting. The group is exploring methods to identify and register elderly and disabled residents along the Highway 101 corridor who may require evacuation assistance during a disaster. Upcoming community opportunities noted include a ham radio class in Rockaway Beach on August 26th, a go-bag pop-up offered by EVNBC (starter bags at \$65, complete bags at \$125, available for pickup at the former Manzanita police station), and a water sanitation and hygiene class at Nehalem Fire Station on September 19th for a \$20 fee.

C. ITEMS TO BE ADDED TO THE AGENDA

Two items were added by consensus: the Pledge of Allegiance (inserted immediately after convening) and Public Comments on Non-Agenda Items (relocated to follow the Consent Calendar, designated as Item F, as a permanent agenda restructuring).

D. PUBLIC HEARINGS

No public hearings were held.

E. CONSENT CALENDAR

The presiding officer noted two corrections to the minutes prior to approval. For the July 13, 2026 Work Session minutes, a sentence was to be added to the employee payroll costs item clarifying that the workshop packet provided a breakdown of staff costs as requested during the budget committee meeting. For the July 20, 2026 Regular Meeting minutes, the consent calendar approval was to be amended to reflect approval "with edits." Finance Director Becca Harth confirmed that business license collections were substantially complete as of July, and that the systems maintenance and repair expenditure of \$5,643.62 on the streets account reflected costs associated with the installation of one-way street signage, arrows, and asphalt work.

A motion was made to approve the Consent Calendar with edits.

- **Moved by:** Gierga
- **Seconded by:** Porter
- **Motion Passed unanimously**

F. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Tiffany Stewart addressed the Council regarding a deteriorating retaining wall on her property, which she attributed to drainage issues, overgrown vegetation, and plastic sheeting on the adjacent upper property. She indicated that previous outreach to former City Manager Jake Boone had not resulted in a formal assessment or follow-up. The Council acknowledged the matter and indicated it would likely constitute a civil issue between private property owners; however, they will review the situation and provide a response. A council member noted having personally visited the property earlier that day.

Heidi Parker raised a concern regarding a smashed culvert on city property, which she attributed to heavy equipment operated by a contractor building houses adjacent to her property. She expressed concern about drainage impacts with the upcoming rainy season and requested the City address the issue. Staff acknowledged the report, having been informed of the condition during a prior site visit.

G. OLD BUSINESS

1. Audit Status Update

Finance Director Becca Harth reported that the draft audit for fiscal year 2023–2024 had been received that day and had not yet been reviewed. She noted this represents the fourth audit completed since she assumed the role in March 2024. The auditors are currently traveling and conducting other audits; Finance Director Harth will seek to schedule them for a future workshop presentation and will provide a summary to the Council at the next meeting. It was noted that one additional audit (fiscal year 2024–2025) remains outstanding before the City can be considered current. The fiscal year 2025–2026 audit is not due until December and will likely be completed subsequent to the 2024–2025 audit. Council members discussed initiating preliminary grant-readiness efforts so the City is positioned to apply for grants once audit compliance is fully restored.

2. Garibaldi Wayfinding Project Update

Harth reported that a project meeting was held on August 5th, during which various signage, kiosk, logo, and cart storage concepts were discussed. Feedback was provided to the consultant, who is expected to return with a revised plan. Subsequent steps will include selection of color schemes and potential logo updates.

3. City Manager Recruitment Update

Harth presented three recruitment firm proposals for Council consideration. The options were summarized as follows: Proffman, at \$16,500 in professional fees plus approximately \$6,500 in expenses over 12–14 weeks; Jensen, at \$28,000 in professional fees plus approximately \$7,500 in expenses over 14–16 weeks; and WBCP, at \$21,900 in professional fees plus approximately \$6,900 in expenses over 12–14 weeks. Harth indicated a preference for Jensen based on the quality of their proposal and favorable references from the City of Manzanita, which is currently using Jensen and has an interim city manager in place through that engagement. Council discussion centered on budget impact (the recruitment was not budgeted), the City's history of frequent city manager turnover, the burden a self-managed recruitment would place on existing staff, and the importance of thorough vetting of candidates. The Council reached consensus to defer a final decision until the next meeting, pending review of the newly received audit numbers and updated information on city hall remediation costs.

4. City Hall Project Update

Harth and Public Works Director Nick Theoharis reported that exterior waterproofing and sealing work on the rear of the building was scheduled to commence the following day. Concrete repairs at the former air intake location will be completed by Public Works prior to the waterproofing contractor's work. Mold and mildew remediation is the next phase following successful sealing, with an estimate still pending from the contractor. The final phase will be HVAC installation, with the air handling and conditioning components estimated at approximately \$17,000–\$20,000. Staff expressed optimism that total remediation costs may come in below the \$115,000 budgeted.

H. NEW BUSINESS

1. Consideration of Intergovernmental Agreement Renewal with Garibaldi Rural Fire Protection District

Harth presented the annual renewal of the intergovernmental agreement with the Garibaldi Rural Fire Protection District. The terms are identical to the prior year, with updated dates. Compensation to the District is calculated at 95% of property tax revenues collected by the District. The District's board had already approved the agreement at its most recent meeting.

A motion was made to approve the Intergovernmental Agreement Renewal with Garibaldi Rural Fire Protection District.

- **Moved by: Gierga**
- **Seconded by: Shattuck**
- **Motion Passed unanimously**

2. Consideration of the League of Oregon Cities (LOC) 2027-2028 Legislative Priorities

Harth explained that each even numbered year, the League of Oregon Cities (LOC) identifies legislative policy priorities through seven committees, resulting in 27 priorities for the 2027–2028 cycle. Each city is invited to select up to five priorities to submit as its preferences. By consensus, the Council selected the following four priorities: (1) Public Meetings Law Clarity; (2) Invest in Community Energy Resilience and Disaster Planning; (3) Emergency Communication System Resources; and (4) Infrastructure Funding for Water and Wastewater. Harth will submit the City's selections through the LOC online voting portal.

I. ITEMS REMOVED FROM CONSENT AGENDA

No items were removed from the Consent Calendar for separate discussion.

J. CITY MANAGER'S REPORT

City Manager Pro Tem Harth reported on ongoing administrative, enforcement, code compliance, and financial operations. Key financial activities included processing of accounts payable, receivable, and payroll; routine banking reconciliations; continuation of budget and expenditure monitoring for the newly adopted fiscal year 2026–2027 budget; and continued coordination with auditors. Receipt of the fiscal year 2023–2024 audit draft was reiterated. The presiding officer commended staff for their responsiveness on code enforcement matters.

K. DEPARTMENT HEAD MATTERS

Public Works Director Nick Theoharis reported that a waste pump failure occurred at the wastewater plant. A loaner pump was obtained from a neighboring municipality, and two new replacement pumps were ordered and received. Installation of the replacement and a second pump inspection were planned. Director Theoharis also noted that the street sweeper requires minor maintenance related to a worn component. Five hot-patch street repairs remain pending, awaiting a response from Bayview. Highway 101 manhole repair work (inflow and infiltration issues) was scheduled to begin the following day, performed by Advanced Excavation, with anticipated detours on Driftwood Ave.

Fire Chief Tad Pedersen reported that the department dispatched a water tender and crew to assist with a wildfire conflagration near Halfway, Oregon for several days. Volunteer Ruben stepped up to cover daily shifts during the deployment. The deployed crew received an excellent evaluation from a Portland Fire Battalion Chief serving as task force leader, with commendation for their initiative in conducting independent training while in camp. Fire Chief Pedersen also noted that a department open house is tentatively planned for October 3rd, prior to the Great Shakeout, and that hydrant testing is ongoing in coordination with Public Works, working northward through the city. The county's radio system contract was awarded to Motorola at a value of approximately \$27.9 million, with system construction expected throughout the following year and go-live anticipated in early 2028.

L. AFFILIATED ORGANIZATION REPORTS

No affiliated organization reports were presented.

M. COUNCIL REPORTS AND COMMENTS

Councilor Corey spoke about a donation that was made to cover the cost of getting electricity to the emergency container.

Councilor Porter reported that he attended the League of Oregon Cities conference for small cities and was glad that he did.

Mayor Bade commented on having a good month. However, the town hall meeting was not well attended. They are planning on having another one in late September and will focus on advertising it well.

Councilor Gierga and Shattuck had no comments.

N. ADJOURNMENT

The meeting was adjourned at 7:23 PM.

ATTEST:

Linda Bade, Mayor

Becca Harth, City Manager Pro Tem/Finance Director

DRAFT

9/16/2026
11:59 AM

General Fund, GURA Debt Service Fund, GURA General Fund, Parks SDC Fund,
Payments Journal
8/1/2026 to 8/31/2026

Account Number	Account	Amount
1050 1st Security Checking		
8/3/2026 Check / Ref #: 21021 Payee: PNW FIRE SUPPLY		
6300	Contracted Services	2,059.00
	Check Amount	\$2,059.00
8/3/2026 Check / Ref #: 21022 Payee: Old Republic Surety Group		
6390	Insurance	1,168.00
	Check Amount	\$1,168.00
8/3/2026 Check / Ref #: 21023 Payee: CIS		
6010	Personnel Costs	6,171.55
	Check Amount	\$6,171.55
8/3/2026 Check / Ref #: 21024 Payee: Port of Garibaldi		
6280	Community Expenses	5,000.00
	Check Amount	\$5,000.00
8/3/2026 Check / Ref #: 21025 Payee: Mikael Hesse		
6455	Janitorial Services	1,400.00
	Check Amount	\$1,400.00
8/3/2026 Check / Ref #: 21026 Payee: 3J Consulting, Inc.		
6305	Contracted Services	5,705.33
	PLANNER	
	Check Amount	\$5,705.33
8/3/2026 Check / Ref #: 21027 Payee: Western Display Fireworks, LTD		
6360	Fireworks	5,000.00
	Check Amount	\$5,000.00
8/4/2026 Check / Ref #: 21028 Payee: Country Media		
6520	Printing, Advertising & Notice	53.55
6520	Printing, Advertising & Notice	53.55
	Check Amount	\$107.10
8/4/2026 Check / Ref #: 21029 Payee: Tillamook Farmers Co-Op		
6610	Supplies & Services	28.80
	Check Amount	\$28.80
8/4/2026 Check / Ref #: 21030 Payee: AAngels Traffic Control		
6690	Event Expenses	3,400.00
	Check Amount	\$3,400.00
8/4/2026 Check / Ref #: 21031 Payee: Grainger		
6610	Supplies & Services	652.39
	Check Amount	\$652.39
8/4/2026 Check / Ref #: 21033 Payee: Tillamook Co. Creamery Assn.		
6660	Treatment Chemicals	400.00
	Check Amount	\$400.00
8/4/2026 Check / Ref #: 21034 Payee: Rosenberg Builders Supply		
6500	Office Supplies	8.02
6610	Supplies & Services	144.60

9/16/2026
11:59 AM

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

Payments Journal
8/1/2026 to 8/31/2026

6620	System Maintenance & Repair	10.24
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Check Amount	\$162.86
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8/4/2026 Check / Ref #: 21035 Payee: NAPA-Davison Auto Parts

6470	Minor Equipment	36.25
6610	Supplies & Services	99.17
6300	Contracted Services	4.00

Check Amount	\$139.42
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8/4/2026 Check / Ref #: 21036 Payee: Tillamook PUD

6590	Street Lighting	1,912.08
6680	Utilities	3,857.13

Check Amount	\$5,769.21
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8/4/2026 Check / Ref #: 21037 Payee: Traffic Safety Supply Co.

6620	System Maintenance & Repair	1,023.92
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Check Amount	\$1,023.92
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8/4/2026 Check / Ref #: 21038 Payee: One Call Concepts

6320	Dues, Licenses & Subscriptions	64.78
6320	Dues, Licenses & Subscriptions	64.78

Check Amount	\$129.56
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8/11/2026 Check / Ref #: Payee: OR State Transit Tax

OR State Transit Tax	9.40
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Check Amount	\$9.40
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8/11/2026 Check / Ref #: Payee: OR Unemployment Department

OR SUTA Taxes	198.14
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Check Amount	\$198.14
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8/11/2026 Check / Ref #: Payee: OR State Workers Comp

Workers Benefit Fund Payable	9.80
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Check Amount	\$9.80
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8/11/2026 Check / Ref #: Payee: OR State Withholding Tax Division

OR State Taxes	666.36
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Check Amount	\$666.36
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8/13/2026 Check / Ref #: 21039 Payee: NEHALEM LUMBER

6300	Contracted Services	71.95
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Check Amount	\$71.95
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8/13/2026 Check / Ref #: 21040 Payee: Orkin

6260	Building & Grounds Maint.	191.07
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Check Amount	\$191.07
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8/13/2026 Check / Ref #: 21041 Payee: Local Government Law Group

6410	Legal Services	1,744.00
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Check Amount	\$1,744.00
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8/13/2026 Check / Ref #: 21042 Payee: Northstar Chemical

6660	Treatment Chemicals	1,315.33
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Check Amount	\$1,315.33
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8/13/2026 Check / Ref #: 21043 Payee: Consolidated Supply Co.

9/16/2026
11:59 AM

General Fund, GURA Debt Service Fund, GURA General Fund, Parks SDC Fund,
Payments Journal
8/1/2026 to 8/31/2026

6620	System Maintenance & Repair	1,115.11
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Check Amount	\$1,115.11
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8/13/2026 Check / Ref #: 21044 Payee: ASTOUND

6400	IT Services	100.00
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Check Amount	\$100.00
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8/13/2026 Check / Ref #: 21045 Payee: Pacific Office Automation

6400	IT Services	118.25
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Check Amount	\$118.25
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8/13/2026 Check / Ref #: 21046 Payee: Pacific Office Automation

6470	Minor Equipment	480.64
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6470	Minor Equipment	764.81
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Check Amount	\$1,245.45
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8/13/2026 Check / Ref #: 21047 Payee: HASCO Stations, LLC

6380	Fuel & Oil	5,881.86
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6380	Fuel & Oil	3,549.99
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Check Amount	\$9,431.85
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8/13/2026 Check / Ref #: 21048 Payee: League of Oregon Cities

6310	Council Expense	550.00
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Check Amount	\$550.00
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8/13/2026 Check / Ref #: 21049 Payee: Branom Instrument Co.

6865	System	4,448.22
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Repair/Replace

Check Amount	\$4,448.22
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8/13/2026 Check / Ref #: 21050 Payee: CASELLE LLC

6320	Dues, Licenses &	4,080.00
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Subscriptions

6400	IT Services	6,817.50
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6320	Dues, Licenses &	4,080.00
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Subscriptions

Check Amount	\$14,977.50
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8/13/2026 Check / Ref #: 21051 Payee: BETTER BASEMENTS AND WATERPROOFING

6260	Building & Grounds	3,426.00
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Maint.

Check Amount	\$3,426.00
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8/13/2026 Check / Ref #: 21052 Payee: Port of Garibaldi

6690	Event Expenses	1,795.50
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Check Amount	\$1,795.50
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8/19/2026 Check / Ref #: Payee: 1st Security Bank

6470	Minor Equipment	401.59
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6500	Office Supplies	487.39
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6520	Printing, Advertising & Notice	470.00
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6610	Supplies & Services	213.90
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6650	Travel & Training	75.00
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Check Amount	\$1,647.88
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8/19/2026 Check / Ref #: Payee: 1st Security Bank

6300	Contracted Services	169.35
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6380	Fuel & Oil	678.73
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6300	Contracted Services	60.00
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9/16/2026
11:59 AM

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

Payments Journal
8/1/2026 to 8/31/2026

6300	Contracted Services	54.36
6610	Supplies & Services	255.85
6320	Dues, Licenses & Subscriptions	103.00
6320	Dues, Licenses & Subscriptions	120.00
6500	Office Supplies	104.88
6650	Travel & Training	50.00
6630	Telephone/VOIP	468.02

Check Amount \$2,064.19

8/19/2026 Check / Ref #: Payee: 1st Security Bank

6320	Dues, Licenses & Subscriptions	225.97
6500	Office Supplies	189.94
6650	Travel & Training	74.80
6010	Personnel Costs	0.59
6320	Dues, Licenses & Subscriptions	19.99
6320	Dues, Licenses & Subscriptions	25.00
6320	Dues, Licenses & Subscriptions	33.99

Check Amount \$570.28

8/21/2026 Check / Ref #: Payee: City of Garibaldi

4260	System Charges	50.38
4345	Transportation Fee	10.00
4260	System Charges	83.97

Check Amount \$144.35

8/27/2026 Check / Ref #: 21055 Payee: AKS Engineering & Forestry LLC

6750	Grants Expenses	8,835.00
6620	System Maintenance & Repair	1,160.00

Check Amount \$9,995.00

8/27/2026 Check / Ref #: 21056 Payee: BETTER BASEMENT & WATERPROOFING

6260	Building & Grounds Maint.	11,423.00
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Check Amount \$11,423.00

8/27/2026 Check / Ref #: 21057 Payee: Xylem Water Solutions U.S.A., Inc.

6865	System Repair/Replace	17,204.46
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Check Amount \$17,204.46

8/27/2026 Check / Ref #: 21058 Payee: Verizon

6630	Telephone/VOIP	312.94
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Check Amount \$312.94

8/27/2026 Check / Ref #: 21059 Payee: MES Service Company LLC

6550	Protective Clothing	301.00
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Check Amount \$301.00

8/27/2026 Check / Ref #: 21060 Payee: B Sturn Repair LLC

6330	Equipment Repair	10,743.15
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Check Amount \$10,743.15

8/27/2026 Check / Ref #: 21061 Payee: Department of Environmental Quality

9/16/2026
11:59 AM

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

Payments Journal
8/1/2026 to 8/31/2026

6320	Dues, Licenses & Subscriptions	3,620.24
	Check Amount	\$3,620.24
8/27/2026	Check / Ref #: 21062	Payee: Centurylink
6630	Telephone/VOIP	66.91
	Check Amount	\$66.91
8/27/2026	Check / Ref #: 21063	Payee: Pacific Office Automation
6400	IT Services	700.00
6400	IT Services	175.00
	Check Amount	\$875.00
8/27/2026	Check / Ref #: 21064	Payee: HASCO Stations, LLC
6380	Fuel & Oil	522.55
	Check Amount	\$522.55
8/27/2026	Check / Ref #: 21065	Payee: Charter Communications
6400	IT Services	135.00
6400	IT Services	170.00
	Check Amount	\$305.00
8/27/2026	Check / Ref #: 21067	Payee: Correct Equipment
6780	System Improvements	625.00
	Check Amount	\$625.00
8/27/2026	Check / Ref #: 21068	Payee: 3J Consulting, Inc.
6305	Contracted Services PLANNER	5,754.33
	Check Amount	\$5,754.33
8/28/2026	Check / Ref #: 	Payee: Saif
6200	Workers Comp	196.99
6200	Workers Comp	49.25
	Check Amount	\$246.24
8/30/2026	Check / Ref #: 	Payee: EFTPS
	EFTPS Payable	18,330.91
	Check Amount	\$18,330.91
8/30/2026	Check / Ref #: 	Payee: EFTPS
	EFTPS Payable	2,567.48
	Check Amount	\$2,567.48
8/30/2026	Check / Ref #: 	Payee: CIS Trust
	CIS Payable	17,447.43
	Check Amount	\$17,447.43
8/30/2026	Check / Ref #: 	Payee: Pace Payment Systems
6250	Bank Charges & Fees	755.35
	Check Amount	\$755.35
8/31/2026	Check / Ref #: 	Payee: OR State Transit Tax
	OR State Transit Tax	68.17
	Check Amount	\$68.17
8/31/2026	Check / Ref #: 	Payee: OR Unemployment Department
	OR SUTA Taxes	803.99
	Check Amount	\$803.99
8/31/2026	Check / Ref #: 	Payee: OR State Workers Comp
	Workers Benefit Fund Payable	23.26
	Check Amount	\$23.26

9/16/2026
11:59 AM

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

Payments Journal

8/1/2026 to 8/31/2026

8/31/2026 Check / Ref #: Payee: OR State Withholding Tax Division

OR State Taxes 5,024.85

Check Amount \$5,024.85

8/31/2026 Check / Ref #: GJ-00043 Payee: Interfund Payroll Entries

2050 Payroll Due to 20,413.76

General Fund

Check Amount \$20,413.76

8/31/2026 Check / Ref #: GJ-00043 Payee: Interfund Payroll Entries

2050 Payroll Due to 20,069.26

General Fund

Check Amount \$20,069.26

8/31/2026 Check / Ref #: GJ-00046 Payee: Interfund Payroll Entries

2050 Payroll Due to 5,996.21

General Fund

Check Amount \$5,996.21

8/31/2026 Check / Ref #: GJ-00048 Payee: Interfund Payroll Entries

2050 Payroll Due to 7,623.94

General Fund

Check Amount \$7,623.94

1050 1st Security Checking Totals \$340,063.53

Report Totals \$340,132.54

Records included in total = 132

Report Options

Check Date: 8/1/2026 to 8/31/2026

Display Notation: Yes

General Fund Statement of Revenue and Expenditures

Account Number		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
Resources						
4000	Available Cash on Hand	0.00	0.00	250,000.00	250,000.00	0.00%
4240	Business Licenses & Permits	585.00	8,964.00	10,500.00	1,536.00	85.37%
4570	DLCD Planning Staff Grants	0.00	0.00	500.00	500.00	0.00%
4110	FD Levy - Current Year	788.76	1,447.87	194,834.00	193,386.13	0.74%
4180	Fines & Forfeitures	0.00	0.00	50.00	50.00	0.00%
4230	Franchise Fees	7,905.00	15,835.89	84,550.00	68,714.11	18.73%
4740	From TRT to Gen.Fund	0.00	0.00	78,717.00	78,717.00	0.00%
4770	From WasteWater to Gen. Fund	0.00	0.00	27,812.00	27,812.00	0.00%
4760	From Water to Gen. Fund	0.00	0.00	27,812.00	27,812.00	0.00%
4550	Grants	0.00	0.00	100.00	100.00	0.00%
4750	Grants - Fire Dep	0.00	0.00	35,000.00	35,000.00	0.00%
4370	GURA Contract	0.00	0.00	28,684.00	28,684.00	0.00%
4420	Hall Rent	0.00	0.00	100.00	100.00	0.00%
4465	Homelessness Support	0.00	0.00	55,000.00	55,000.00	0.00%
4470	Interest	782.68	1,560.03	20,000.00	18,439.97	7.80%
4440	Misc. Revenues	9.47	828.47	500.00	(328.47)	165.69%
4005	OSFM Recievables	0.00	0.00	30,000.00	30,000.00	0.00%
4220	Planning Fees	0.00	500.00	6,750.00	6,250.00	7.41%
4100	Property Taxes - Current Year	1,310.59	2,405.74	311,062.00	308,656.26	0.77%
4120	Property Taxes - Prior Years	695.08	1,267.92	8,154.00	6,886.08	15.55%
4380	Rural Fire District Contract	0.00	0.00	209,602.00	209,602.00	0.00%
4300	State Cigarette Tax Share	39.83	79.68	480.00	400.32	16.60%
4310	State Liquor Revenue Share	854.90	2,170.56	13,500.00	11,329.44	16.08%
4350	State Marijuana Tax Share	0.00	0.00	1,300.00	1,300.00	0.00%
4320	State Revenue Sharing	2,418.13	2,418.13	9,450.00	7,031.87	25.59%
Revenue		\$15,389.44	\$37,478.29	\$1,404,457.00	\$1,366,978.71	
Gross Profit		\$15,389.44	\$37,478.29	\$1,404,457.00	\$0.00	
Expenses						
Administrative						
6240	Auditing & Accounting Services	0.00	0.00	15,000.00	15,000.00	0.00%
6250	Bank Charges & Fees	824.36	1,767.19	11,250.00	9,482.81	15.71%
6060	City Manager	1,750.00	3,500.00	33,800.00	30,300.00	10.36%
6025	City Recorder/Clerk	680.20	1,360.40	8,410.00	7,049.60	16.18%

General Fund
Statement of Revenue and Expenditures

		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Account Number						
6310	Council Expense	550.00	550.00	6,000.00	5,450.00	9.17%
6320	Dues, Licenses & Subscriptions	168.97	1,678.55	7,000.00	5,321.45	23.98%
6070	Finance Director/Assn. Manager	2,204.50	6,063.57	27,255.00	21,191.43	22.25%
6220	Homelessness Support	0.00	0.00	55,000.00	55,000.00	0.00%
6390	Insurance	0.00	10,500.00	10,500.00	0.00	100.00%
6400	IT Services	7,330.75	8,376.25	20,750.00	12,373.75	40.37%
6455	Janitorial Services	1,400.00	1,400.00	20,400.00	19,000.00	6.86%
6410	Legal Services	1,744.00	1,744.00	30,000.00	28,256.00	5.81%
6460	Meeting Expense/Admin Supplies	0.00	0.00	1,500.00	1,500.00	0.00%
6470	Minor Equipment	764.81	1,529.62	9,000.00	7,470.38	17.00%
6490	Office Equipment Repair	0.00	0.00	2,000.00	2,000.00	0.00%
6760	Office Equipment/Software	0.00	0.00	2,500.00	2,500.00	0.00%
6500	Office Supplies	294.82	392.55	6,500.00	6,107.45	6.04%
6010	Personnel Costs	2,661.82	9,629.10	56,888.00	47,258.90	16.93%
6510	Postage & Shipping Costs	0.00	0.00	1,330.00	1,330.00	0.00%
6520	Printing, Advertising & Notice	0.00	0.00	1,875.00	1,875.00	0.00%
6630	Telephone/VOIP	76.52	114.78	1,000.00	885.22	11.48%
6650	Travel & Training	74.80	74.80	7,500.00	7,425.20	1.00%
6200	Workers Comp	49.25	521.54	2,181.00	1,659.46	23.91%
Fire & Rescue						
6260	Building & Grounds Maint.	0.00	0.00	3,500.00	3,500.00	0.00%
6035	Conflag Reimbursed Payroll	12,399.78	12,399.78	30,000.00	17,600.22	41.33%
6300	Contracted Services	2,414.66	3,136.76	25,000.00	21,863.24	12.55%
6205	Division Chief-Training	9,435.00	14,435.00	65,000.00	50,565.00	22.21%
6320	Dues, Licenses & Subscriptions	256.99	4,579.53	9,250.00	4,670.47	49.51%
6685	Emergency Response Supplies	0.00	99.96	2,500.00	2,400.04	4.00%
6330	Equipment Repair	10,743.15	13,994.18	20,000.00	6,005.82	69.97%
6080	Fire Chief	8,400.00	16,800.00	103,824.00	87,024.00	16.18%
6090	Fire Department - Call Persons	1,476.00	3,598.00	15,000.00	11,402.00	23.99%
6395	Fire District Formation Fees	0.00	0.00	150.00	150.00	0.00%
6380	Fuel & Oil	1,810.35	2,091.42	12,000.00	9,908.58	17.43%
6390	Insurance	0.00	20,460.00	20,460.00	0.00	100.00%
6400	IT Services	225.00	791.00	7,000.00	6,209.00	11.30%
6470	Minor Equipment	120.16	240.32	9,200.00	8,959.68	2.61%
6010	Personnel Costs	11,140.97	23,162.99	159,945.00	136,782.01	14.48%
6520	Printing, Advertising & Notice	0.00	212.34	250.00	37.66	84.94%
6550	Protective Clothing	301.00	391.65	20,000.00	19,608.35	1.96%
6610	Supplies & Services	316.45	480.59	11,000.00	10,519.41	4.37%

General Fund Statement of Revenue and Expenditures

		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Account Number						
	6630 Telephone/VOIP	555.35	980.36	3,500.00	2,519.64	28.01%
	6235 Temporary Summer Firefighter	7,271.00	16,863.00	35,000.00	18,137.00	48.18%
	6650 Travel & Training	50.00	50.00	9,500.00	9,450.00	0.53%
	6200 Workers Comp	49.24	521.55	5,180.00	4,658.45	10.07%
Non Departmental						
	9000 Contingency	0.00	0.00	25,000.00	25,000.00	0.00%
	8155 To PL for Admin.	0.00	0.00	2,500.00	2,500.00	0.00%
	8080 To PSE Fund for Police Vehicle	0.00	0.00	10,000.00	10,000.00	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	1,500.00	1,500.00	0.00%
	6060 City Manager	700.00	1,400.00	13,520.00	12,120.00	10.36%
	6025 City Recorder/Clerk	340.10	680.20	4,205.00	3,524.80	16.18%
	6305 Contracted Services PLANNER	11,459.66	11,459.66	60,000.00	48,540.34	19.10%
	6325 Engineering Services	0.00	0.00	750.00	750.00	0.00%
	6070 Finance Director/Assn. Manager	881.80	2,425.43	10,898.00	8,472.57	22.26%
	6390 Insurance	0.00	6,990.00	6,990.00	0.00	100.00%
	6420 Licenses, Dues & Subscriptions	0.00	0.00	150.00	150.00	0.00%
	6470 Minor Equipment	0.00	0.00	150.00	150.00	0.00%
	6010 Personnel Costs	1,112.09	2,391.49	26,486.00	24,094.51	9.03%
	6520 Printing, Advertising & Notice	0.00	0.00	1,500.00	1,500.00	0.00%
	6610 Supplies & Services	0.00	0.00	250.00	250.00	0.00%
	6200 Workers Comp	0.00	472.29	897.00	424.71	52.65%
Property						
	6260 Building & Grounds Maint.	15,040.07	17,524.31	115,000.00	97,475.69	15.24%
	6335 Contracted Services PROPERTY	0.00	191.07	2,750.00	2,558.93	6.95%
	6330 Equipment Repair	0.00	0.00	2,000.00	2,000.00	0.00%
	6390 Insurance	0.00	8,702.86	4,757.00	(3,945.86)	182.95%
	6470 Minor Equipment	0.00	0.00	250.00	250.00	0.00%
	6010 Personnel Costs	1,146.30	2,732.76	26,486.00	23,753.24	10.32%
	6150 Public Works Director	1,374.30	2,748.60	16,987.00	14,238.40	16.18%
	6610 Supplies & Services	0.00	136.20	500.00	363.80	27.24%
	6680 Utilities	345.90	345.90	15,500.00	15,154.10	2.23%
	6190 Utility Worker II /Lead Worker	502.55	2,068.25	11,230.00	9,161.75	18.42%
	6200 Workers Comp	0.00	472.29	920.00	447.71	51.34%
Expenses		\$120,442.67	\$245,232.09	\$1,325,074.00	\$1,079,841.91	
Revenue Less Expenditures		(\$105,053.23)	(\$207,753.80)	\$79,383.00	\$0.00	

General Fund
Statement of Revenue and Expenditures

Account Number	Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Net Change in Fund Balance	(\$105,053.23)	(\$207,753.80)	\$79,383.00	\$0.00	
Fund Balances					
Beginning Fund Balance	(351,291.60)	(248,591.03)	0.00	0.00	0.00%
Net Change in Fund Balance	(105,053.23)	(207,753.80)	79,383.00	0.00	0.00%
Ending Fund Balance	(456,344.83)	(456,344.83)	0.00	0.00	0.00%

Report Options

Fund: General Fund

Period: 8/1/2026 to 8/31/2026

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, GF - Admin

Street Fund

Statement of Revenue and Expenditures

Account Number		Current Period Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
Total Receipts						
4000	Available Cash on Hand	0.00	0.00	32,630.00	32,630.00	0.00%
4470	Interest	293.50	585.01	3,240.00	2,654.99	18.06%
4440	Misc. Revenues	0.00	0.00	500.00	500.00	0.00%
4490	ODOT Grant Income	0.00	0.00	125,000.00	125,000.00	0.00%
4330	State Highway Fund Rev. Share	4,179.78	9,941.68	68,983.00	59,041.32	14.41%
Transfers In						
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	113,110.00	113,110.00	0.00%
Revenue		\$4,473.28	\$10,526.69	\$402,463.00	\$391,936.31	
Gross Profit		\$4,473.28	\$10,526.69	\$402,463.00	\$0.00	
Expenses						
Salaries & Personal Expenses						
6060	City Manager	700.00	1,400.00	13,520.00	12,120.00	10.36%
6025	City Recorder/Clerk	340.10	680.20	4,205.00	3,524.80	16.18%
6070	Finance Director/Assn. Manager	881.80	2,425.43	10,898.00	8,472.57	22.26%
6010	Personnel Costs	2,864.54	6,550.94	62,619.00	56,068.06	10.46%
6150	Public Works Director	1,832.40	3,664.80	22,649.00	18,984.20	16.18%
6190	Utility Worker II /Lead Worker	1,005.10	3,693.11	22,459.00	18,765.89	16.44%
6200	Workers Comp	49.24	521.53	2,337.00	1,815.47	22.32%
Materials & Services						
6240	Auditing & Accounting Services	0.00	0.00	14,472.00	14,472.00	0.00%
6300	Contracted Services	4.00	4.00	3,500.00	3,496.00	0.11%
6320	Dues, Licenses & Subscriptions	33.99	255.98	1,000.00	744.02	25.60%
6330	Equipment Repair	0.00	55.30	3,500.00	3,444.70	1.58%
6380	Fuel & Oil	2,940.92	2,940.92	3,500.00	559.08	84.03%
6390	Insurance	0.00	9,872.00	9,872.00	0.00	100.00%
6400	IT Services	220.00	637.20	3,700.00	3,062.80	17.22%
6410	Legal Services	0.00	0.00	1,000.00	1,000.00	0.00%
6470	Minor Equipment	558.00	678.16	3,500.00	2,821.84	19.38%
6500	Office Supplies	8.02	8.02	500.00	491.98	1.60%
6510	Postage & Shipping Costs	0.00	0.00	500.00	500.00	0.00%
6520	Printing, Advertising & Notice	0.00	0.00	300.00	300.00	0.00%
6590	Street Lighting	1,912.08	1,912.08	10,000.00	8,087.92	19.12%

Street Fund

Statement of Revenue and Expenditures

		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Account Number						
6610	Supplies & Services	333.03	1,120.83	3,000.00	1,879.17	37.36%
6620	System Maintenance & Repair	1,023.92	6,667.54	10,000.00	3,332.46	66.68%
6630	Telephone/VOIP	72.00	118.49	1,000.00	881.51	11.85%
6650	Travel & Training	0.00	0.00	2,000.00	2,000.00	0.00%
6680	Utilities	0.00	0.00	2,500.00	2,500.00	0.00%
Components of Ending Fund Balance						
9002	Unassigned/Unappropriated	0.00	0.00	48,243.00	48,243.00	0.00%
Capital Outlay						
6755	Engineering	0.00	0.00	3,500.00	3,500.00	0.00%
6750	Grants Expenses	8,835.00	13,261.25	125,000.00	111,738.75	10.61%
Interfund Transfer Expense						
8135	To Payroll Liabilities Fund	0.00	0.00	2,500.00	2,500.00	0.00%
8065	To Trails & Paths from Street	0.00	0.00	689.00	689.00	0.00%
Contingencies						
9000	Contingency	0.00	0.00	10,000.00	10,000.00	0.00%
Expenses		\$23,614.14	\$56,467.78	\$402,463.00	\$345,995.22	
Revenue Less Expenditures		(\$19,140.86)	(\$45,941.09)	\$0.00	\$0.00	
Net Change in Fund Balance		(\$19,140.86)	(\$45,941.09)	\$0.00	\$0.00	
Fund Balances						
Beginning Fund Balance		131,728.57	158,528.80	0.00	0.00	0.00%
Net Change in Fund Balance		(19,140.86)	(45,941.09)	0.00	0.00	0.00%
Ending Fund Balance		112,587.71	112,587.71	0.00	0.00	0.00%

Report Options

Fund: Street Fund

Period: 8/1/2026 to 8/31/2026

Detail Level: Level 3 Accounts

Display Account Categories: Yes

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 Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
4000	Available Cash on Hand	0.00	0.00	13,721.00	13,721.00	0.00%
4430	Donations	88.02	166.49	1,080.00	913.51	15.42%
4470	Interest	97.83	195.00	1,425.00	1,230.00	13.68%
	Revenue	\$185.85	\$361.49	\$16,226.00	\$15,864.51	
	Gross Profit	\$185.85	\$361.49	\$16,226.00	\$0.00	
Expenses						
9008	Restricted to Sewer Discount	0.00	0.00	13,226.00	13,226.00	0.00%
8150	To Wastewater Fund	0.00	0.00	1,500.00	1,500.00	0.00%
8175	To Water Fund	0.00	0.00	1,500.00	1,500.00	0.00%
	Expenses	\$0.00	\$0.00	\$16,226.00	\$16,226.00	
	Revenue Less Expenditures	\$185.85	\$361.49	\$0.00	\$0.00	
	Net Change in Fund Balance	\$185.85	\$361.49	\$0.00	\$0.00	
Fund Balances						
	Beginning Fund Balance	15,934.60	15,758.96	0.00	0.00	0.00%
	Net Change in Fund Balance	185.85	361.49	0.00	0.00	0.00%
	Ending Fund Balance	16,120.45	16,120.45	0.00	0.00	0.00%

Report Options

Fund: Sewer Discount Program
 Period: 8/1/2026 to 8/31/2026
 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 2026
		Aug 2026 Aug 2026 Actual	Jul 2026 Aug 2026 Actual	Jul 2026 Jun 2027	Jul 2026 Jun 2027 Variance	Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
4240	Business Licenses & Permits	27.88	27.88	0.00	(27.88)	0.00%
4500	Finance/Late Fees	0.18	25.97	3,400.00	3,374.03	0.76%
4730	From Sewer Discoun Fund To WW	0.00	0.00	1,500.00	1,500.00	0.00%
4780	From TRT to WW	0.00	0.00	5,000.00	5,000.00	0.00%
4550	Grants	0.00	0.00	100,000.00	100,000.00	0.00%
4470	Interest	978.35	1,950.04	10,800.00	8,849.96	18.06%
4440	Misc. Revenues	0.00	0.00	500.00	500.00	0.00%
4260	System Charges	59,347.67	118,284.88	763,867.00	645,582.12	15.49%
Revenue		\$60,354.08	\$120,288.77	\$885,067.00	\$764,778.23	
Gross Profit		\$60,354.08	\$120,288.77	\$885,067.00	\$0.00	
Expenses						
6240	Auditing & Accounting Services	0.00	0.00	22,500.00	22,500.00	0.00%
6250	Bank Charges & Fees	0.00	209.57	1,500.00	1,290.43	13.97%
6260	Building & Grounds Maint.	0.00	0.00	2,500.00	2,500.00	0.00%
6060	City Manager	1,400.00	2,800.00	27,040.00	24,240.00	10.36%
6025	City Recorder/Clerk	2,040.60	4,081.20	25,230.00	21,148.80	16.18%
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	0.00	0.00	4,000.00	4,000.00	0.00%
6320	Dues, Licenses & Subscriptions	7,799.01	10,128.90	12,000.00	1,871.10	84.41%
6330	Equipment Repair	0.00	55.29	8,000.00	7,944.71	0.69%
6070	Finance Director/Assn. Manager	1,763.60	4,850.85	21,797.00	16,946.15	22.25%
6380	Fuel & Oil	2,940.92	2,940.92	6,000.00	3,059.08	49.02%
6750	Grants Expenses	0.00	0.00	100,000.00	100,000.00	0.00%
6820	Inflow/Infiltration Control	0.00	0.00	30,000.00	30,000.00	0.00%
6390	Insurance	1,168.00	29,346.00	28,178.00	(1,168.00)	104.15%
6400	IT Services	220.00	739.50	19,000.00	18,260.50	3.89%
6410	Legal Services	0.00	0.00	3,500.00	3,500.00	0.00%
6470	Minor Equipment	120.16	240.32	10,500.00	10,259.68	2.29%
6760	Office Equipment/Software	0.00	0.00	5,000.00	5,000.00	0.00%
6500	Office Supplies	243.71	284.19	700.00	415.81	40.60%
6245	Overtime/Vacation Payout	0.00	0.00	2,500.00	2,500.00	0.00%
6010	Personnel Costs	7,923.21	17,314.87	154,760.00	137,445.13	11.19%
6510	Postage & Shipping Costs	0.00	0.00	3,500.00	3,500.00	0.00%
6520	Printing, Advertising & Notice	288.55	288.55	500.00	211.45	57.71%

Wastewater Fund Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2026
		Aug 2026	Jul 2026	Jul 2026	Jul 2026	Jul 2027
		Aug 2026	Aug 2026	Jun 2027	Jun 2027	Percent of
		Actual	Actual		Variance	Budget
Account Number						
6150	Public Works Director	3,206.70	6,413.40	39,636.00	33,222.60	16.18%
6600	Sewer Discount	0.00	0.00	1,500.00	1,500.00	0.00%
6610	Supplies & Services	382.36	609.68	2,000.00	1,390.32	30.48%
6780	System Improvements	29,358.00	31,385.01	50,000.00	18,614.99	62.77%
6620	System Maintenance & Repair	557.56	557.56	20,000.00	19,442.44	2.79%
6865	System Repair/Replace	17,204.46	17,204.46	20,000.00	2,795.54	86.02%
6630	Telephone/VOIP	72.00	118.49	2,500.00	2,381.51	4.74%
6640	Testing & Sampling	0.00	6,227.74	20,000.00	13,772.26	31.14%
8045	To Gen.Fund	0.00	0.00	27,812.00	27,812.00	0.00%
8135	To Payroll Liabilities Fund	0.00	0.00	2,500.00	2,500.00	0.00%
8145	To PWE Reserve Fund	0.00	0.00	5,000.00	5,000.00	0.00%
6650	Travel & Training	0.00	0.00	7,500.00	7,500.00	0.00%
6660	Treatment Chemicals	1,315.33	4,215.79	18,500.00	14,284.21	22.79%
9002	Unassigned/Unappropriated	0.00	0.00	315,156.00	315,156.00	0.00%
6680	Utilities	1,953.72	1,953.72	29,000.00	27,046.28	6.74%
6190	Utility Worker II /Lead Worker	3,735.15	10,216.37	68,378.00	58,161.63	14.94%
6200	Workers Comp	49.24	521.53	5,706.00	5,184.47	9.14%
7100	WWTP-USDA -- Interest	0.00	0.00	42,698.00	42,698.00	0.00%
7110	WWTP-USDA -- Principal	0.00	0.00	34,246.00	34,246.00	0.00%
Expenses		\$83,742.28	\$152,703.91	\$1,287,780.00	\$1,135,076.09	
Revenue Less Expenditures		(\$23,388.20)	(\$32,415.14)	(\$402,713.00)	\$0.00	
Net Change in Fund Balance		(\$23,388.20)	(\$32,415.14)	(\$402,713.00)	\$0.00	

Fund Balances

Beginning Fund Balance	686,575.12	695,602.06	0.00	0.00	0.00%
Net Change in Fund Balance	(23,388.20)	(32,415.14)	(402,713.00)	0.00	0.00%
Ending Fund Balance	663,186.92	663,186.92	0.00	0.00	0.00%

Report Options

Fund: Wastewater Fund

Period: 8/1/2026 to 8/31/2026

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 2026
		Aug 2026 Aug 2026 Actual	Jul 2026 Aug 2026 Actual	Jul 2026 Jun 2027	Jul 2026 Jun 2027 Variance	Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
4000	Available Cash on Hand	0.00	0.00	312,187.00	312,187.00	0.00%
4581	Contract Services - WB	4,618.58	4,618.58	19,500.00	14,881.42	23.69%
4020	Debt Mgmt - Watseco Barview	0.00	0.00	6,675.00	6,675.00	0.00%
4500	Finance/Late Fees	96.43	1,176.35	3,100.00	1,923.65	37.95%
4790	From TRT To Water	0.00	0.00	5,000.00	5,000.00	0.00%
4550	Grants	0.00	0.00	50,000.00	50,000.00	0.00%
4470	Interest	978.35	1,950.04	10,800.00	8,849.96	18.06%
4440	Misc. Revenues	0.00	0.00	2,000.00	2,000.00	0.00%
4280	Shutff/Turn-on Fees	0.00	0.00	1,200.00	1,200.00	0.00%
4260	System Charges	56,078.53	123,136.29	633,233.00	510,096.71	19.45%
4560	TLT Facilities Grant - County	487.92	487.92	0.00	(487.92)	0.00%
4725	Utility Discount Fund to Water	0.00	0.00	1,500.00	1,500.00	0.00%
Revenue		\$62,259.81	\$131,369.18	\$1,045,195.00	\$913,825.82	
Gross Profit		\$62,259.81	\$131,369.18	\$1,045,195.00	\$0.00	
Expenses						
6240	Auditing & Accounting Services	0.00	0.00	22,500.00	22,500.00	0.00%
6250	Bank Charges & Fees	0.00	209.57	1,500.00	1,290.43	13.97%
6260	Building & Grounds Maint.	0.00	0.00	3,000.00	3,000.00	0.00%
6060	City Manager	1,400.00	2,800.00	27,040.00	24,240.00	10.36%
6025	City Recorder/Clerk	2,040.60	4,081.20	25,230.00	21,148.80	16.18%
9000	Contingency	0.00	0.00	10,000.00	10,000.00	0.00%
6300	Contracted Services	0.00	0.00	4,500.00	4,500.00	0.00%
6320	Dues, Licenses & Subscriptions	4,178.79	7,876.62	15,000.00	7,123.38	52.51%
6755	Engineering	0.00	0.00	5,000.00	5,000.00	0.00%
6330	Equipment Repair	0.00	55.30	4,500.00	4,444.70	1.23%
6070	Finance Director/Assn. Manager	1,763.60	4,850.85	21,797.00	16,946.15	22.25%
6380	Fuel & Oil	2,940.94	2,940.94	6,500.00	3,559.06	45.25%
6705	Grants	0.00	0.00	50,000.00	50,000.00	0.00%
6990	IFA Loan - Principal	0.00	0.00	5,477.00	5,477.00	0.00%
6980	IFA-Loan Interest	0.00	0.00	1,198.00	1,198.00	0.00%
6390	Insurance	0.00	15,888.00	15,888.00	0.00	100.00%
6400	IT Services	220.00	739.50	19,000.00	18,260.50	3.89%
6410	Legal Services	0.00	0.00	3,500.00	3,500.00	0.00%
6470	Minor Equipment	120.16	240.32	5,650.00	5,409.68	4.25%
6760	Office Equipment/Software	0.00	0.00	2,500.00	2,500.00	0.00%

Water Fund Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2026
		Aug 2026	Jul 2026	Jul 2026	Jul 2026	Jun 2027
		Aug 2026	Aug 2026	Jun 2027	Jun 2027	Percent of
		Actual	Actual		Variance	Budget
Account Number						
6500	Office Supplies	243.68	284.67	500.00	215.33	56.93%
6245	Overtime/Vacation Payout	0.00	0.00	5,000.00	5,000.00	0.00%
6010	Personnel Costs	7,652.76	17,776.93	180,407.00	162,630.07	9.85%
6510	Postage & Shipping Costs	0.00	0.00	3,500.00	3,500.00	0.00%
6520	Printing, Advertising & Notice	288.55	288.55	250.00	(38.55)	115.42%
6150	Public Works Director	2,748.60	5,497.20	33,974.00	28,476.80	16.18%
6600	Sewer Discount	0.00	0.00	1,500.00	1,500.00	0.00%
6610	Supplies & Services	362.87	590.19	2,500.00	1,909.81	23.61%
6620	System Maintenance & Repair	1,727.79	2,162.82	35,000.00	32,837.18	6.18%
6865	System Repair/Replace	4,448.22	4,448.22	30,000.00	25,551.78	14.83%
6630	Telephone/VOIP	72.00	118.50	2,800.00	2,681.50	4.23%
6640	Testing & Sampling	0.00	673.05	10,000.00	9,326.95	6.73%
8045	To Gen.Fund	0.00	0.00	27,812.00	27,812.00	0.00%
8050	To PL Fund for Water PE	0.00	0.00	2,500.00	2,500.00	0.00%
8145	To PWE Reserve Fund	0.00	0.00	5,000.00	5,000.00	0.00%
6650	Travel & Training	75.00	75.00	8,500.00	8,425.00	0.88%
6660	Treatment Chemicals	400.00	400.00	12,500.00	12,100.00	3.20%
9002	Unassigned/Unappropriated	0.00	0.00	280,216.00	280,216.00	0.00%
6680	Utilities	1,557.51	1,557.51	23,665.00	22,107.49	6.58%
6190	Utility Worker II /Lead Worker	4,808.20	16,519.31	122,525.00	106,005.69	13.48%
6200	Workers Comp	49.27	521.56	7,266.00	6,744.44	7.18%
Expenses		\$37,098.54	\$90,595.81	\$1,045,195.00	\$954,599.19	
Revenue Less Expenditures		\$25,161.27	\$40,773.37	\$0.00	\$0.00	
Net Change in Fund Balance		\$25,161.27	\$40,773.37	\$0.00	\$0.00	
Fund Balances						
Beginning Fund Balance		1,124,138.10	1,108,526.00	0.00	0.00	0.00%
Net Change in Fund Balance		25,161.27	40,773.37	0.00	0.00	0.00%

Water Fund

Statement of Revenue and Expenditures

Account Number	Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2026
	Aug 2026 Aug 2026 Actual	Jul 2026 Aug 2026 Actual	Jul 2026 Jun 2027	Jul 2026 Jun 2027 Variance	Jun 2027 Percent of Budget
Ending Fund Balance	1,149,299.37	1,149,299.37	0.00	0.00	0.00%

Report Options

Fund: Water Fund

Period: 8/1/2026 to 8/31/2026

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

Account Number		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
TRT Tourism						
4584	Cash on Hand	0.00	0.00	682,855.00	682,855.00	0.00%
4520	Event Revenue	2,155.50	2,155.50	500.00	(1,655.50)	431.10%
4535	Fees	0.00	0.00	100.00	100.00	0.00%
4470	Interest	3,228.55	6,435.12	26,525.00	20,089.88	24.26%
4440	Misc. Revenues	0.00	0.00	100.00	100.00	0.00%
4140	TRT - General Use	20,650.17	66,433.48	239,175.00	172,741.52	27.78%
4150	TRT - Tourism	1,557.53	5,002.89	26,575.00	21,572.11	18.83%
Revenue		\$27,591.75	\$80,026.99	\$975,830.00	\$895,803.01	
Gross Profit		\$27,591.75	\$80,026.99	\$975,830.00	\$0.00	
Expenses						
TRT Community						
6240	Auditing & Accounting Services	0.00	0.00	10,000.00	10,000.00	0.00%
6280	Community Expenses	5,000.00	5,000.00	17,500.00	12,500.00	28.57%
9000	Contingency	0.00	0.00	10,000.00	10,000.00	0.00%
6300	Contracted Services	0.00	0.00	7,500.00	7,500.00	0.00%
6360	Fireworks	5,000.00	5,000.00	10,000.00	5,000.00	50.00%
6610	Supplies & Services	0.00	0.00	1,000.00	1,000.00	0.00%
8045	To Gen.Fund	0.00	0.00	78,717.00	78,717.00	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	133,110.00	133,110.00	0.00%
8150	To Wastewater Fund	0.00	0.00	10,000.00	10,000.00	0.00%
8175	To Water Fund	0.00	0.00	10,000.00	10,000.00	0.00%
TRT Tourism						
6060	City Manager	1,050.00	2,100.00	20,280.00	18,180.00	10.36%
6025	City Recorder/Clerk	1,360.40	2,720.80	16,820.00	14,099.20	16.18%
6690	Event Expenses	5,195.50	14,869.21	25,000.00	10,130.79	59.48%
6070	Finance Director/Assn. Manager	1,322.70	3,638.13	16,348.00	12,709.87	22.25%
6015	Overtime/Vacation Payout	0.00	0.00	2,500.00	2,500.00	0.00%
6010	Personnel Costs	2,263.11	4,809.69	47,646.00	42,836.31	10.09%
6530	Promotional Media Reimb. Prgm.	0.00	0.00	1,000.00	1,000.00	0.00%
6488	Refundable Deposits	0.00	0.00	100.00	100.00	0.00%
9020	Restricted to Tourism Promo	0.00	0.00	25,000.00	25,000.00	0.00%
9002	Unassigned/Unappropriated	0.00	0.00	506,641.00	506,641.00	0.00%

TRT Fund
Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2026
		Aug 2026	Jul 2026	Jul 2026	Jul 2026	Jun 2027
		Aug 2026	Aug 2026	Jun 2027	Jun 2027	Percent of
		Actual	Actual		Variance	Budget
Account Number						
6200	Workers Comp	0.00	472.29	1,668.00	1,195.71	28.31%
	Expenses	\$21,191.71	\$38,610.12	\$975,830.00	\$937,219.88	
	Revenue Less Expenditures	\$6,400.04	\$41,416.87	\$0.00	\$0.00	
	Net Change in Fund Balance	\$6,400.04	\$41,416.87	\$0.00	\$0.00	

Fund Balances

Beginning Fund Balance	593,388.82	558,371.99	0.00	0.00	0.00%
Net Change in Fund Balance	6,400.04	41,416.87	0.00	0.00	0.00%
Ending Fund Balance	599,788.86	599,788.86	0.00	0.00	0.00%

Report Options

Fund: TRT Fund

Period: 8/1/2026 to 8/31/2026

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

Parks SDC Fund, Stormwater SDC Fund, System Development Fund, Transportation SDC Fund, Wastewater SDC
Statement of Revenue and Expenditures

Account Number		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
4584	Cash on Hand	0.00	0.00	410,254.00	410,254.00	0.00%
4585	For Parks SDC	852.61	852.61	12,530.00	11,677.39	6.80%
4583	For Storm Sewer SDC	877.69	877.69	30,740.00	29,862.31	2.86%
4597	For Streets SDC	1,201.60	1,201.60	25,360.00	24,158.40	4.74%
4596	For Wastewater SDC	2,690.55	2,690.55	42,300.00	39,609.45	6.36%
4599	for Water SDC	1,959.55	1,959.55	30,430.00	28,470.45	6.44%
4470	Interest	2,250.21	4,485.09	29,160.00	24,674.91	15.38%
Revenue		\$9,832.21	\$12,067.09	\$580,774.00	\$568,706.91	
Gross Profit		\$9,832.21	\$12,067.09	\$580,774.00	\$0.00	
Expenses						
6835	Parks Dept. System Improvement	0.00	0.00	15,000.00	15,000.00	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	110,000.00	110,000.00	0.00%
9002	Unassigned/Unappropriated	0.00	0.00	95,774.00	95,774.00	0.00%
6840	Water Dept. System Improvement	0.00	0.00	125,000.00	125,000.00	0.00%
6815	WW Dept. System Improvement	0.00	0.00	125,000.00	125,000.00	0.00%
Expenses		\$0.00	\$0.00	\$580,774.00	\$580,774.00	
Revenue Less Expenditures		\$9,832.21	\$12,067.09	\$0.00	\$0.00	
Net Change in Fund Balance		\$9,832.21	\$12,067.09	\$0.00	\$0.00	
Fund Balances						
Beginning Fund Balance		1,229,578.71	1,227,343.83	0.00	0.00	0.00%
Net Change in Fund Balance		9,832.21	12,067.09	0.00	0.00	0.00%
Ending Fund Balance		1,239,410.92	1,239,410.92	0.00	0.00	0.00%

Report Options

Fund: Parks SDC Fund, System Development Fund, Stormwater SDC Fund, Transportation SDC Fund, Wastewater SDC Fund, Water SDC Fund

Period: 8/1/2026 to 8/31/2026

Detail Level: Level 3 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Payroll Liability Fund

Statement of Revenue and Expenditures

Account Number		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
4000	Available Cash on Hand	0.00	0.00	61,341.00	61,341.00	0.00%
4590	From General Fund to PL	0.00	0.00	2,500.00	2,500.00	0.00%
4600	From Street Fund to PL	0.00	0.00	2,500.00	2,500.00	0.00%
4620	From Water Fund to PL	0.00	0.00	2,500.00	2,500.00	0.00%
4610	From WW Fund to PL	0.00	0.00	2,500.00	2,500.00	0.00%
4470	Interest	97.83	195.00	1,080.00	885.00	18.06%
Revenue		\$97.83	\$195.00	\$72,421.00	\$72,226.00	
Gross Profit		\$97.83	\$195.00	\$72,421.00	\$0.00	
Expenses						
6010	Personnel Costs	15,606.55	15,606.55	25,000.00	9,393.45	62.43%
9002	Unassigned/Unappropriated	0.00	0.00	47,421.00	47,421.00	0.00%
Expenses		\$15,606.55	\$15,606.55	\$72,421.00	\$56,814.45	
Revenue Less Expenditures		(\$15,508.72)	(\$15,411.55)	\$0.00	\$0.00	
Net Change in Fund Balance		(\$15,508.72)	(\$15,411.55)	\$0.00	\$0.00	
Fund Balances						
Beginning Fund Balance		88,136.76	88,039.59	0.00	0.00	0.00%
Net Change in Fund Balance		(15,508.72)	(15,411.55)	0.00	0.00	0.00%
Ending Fund Balance		72,628.04	72,628.04	0.00	0.00	0.00%

Report Options

Fund: Payroll Liability Fund

Period: 8/1/2026 to 8/31/2026

Detail Level: Level 3 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 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
Transfers In						
4630	From TRT for Fire Equip/Veh	0.00	0.00	25,000.00	25,000.00	0.00%
	Revenue	\$0.00	\$0.00	\$25,000.00	\$25,000.00	
	Gross Profit	\$0.00	\$0.00	\$25,000.00	\$0.00	
	Revenue Less Expenditures	\$0.00	\$0.00	\$25,000.00	\$0.00	
	Net Change in Fund Balance	\$0.00	\$0.00	\$25,000.00	\$0.00	
Fund Balances						
	Beginning Fund Balance	20,411.68	20,411.68	0.00	0.00	0.00%
	Net Change in Fund Balance	0.00	0.00	25,000.00	0.00	0.00%
	Ending Fund Balance	20,411.68	20,411.68	0.00	0.00	0.00%

Report Options

Fund: PSE Fund

Period: 8/1/2026 to 8/31/2026

Detail Level: Level 3 Accounts

Display Account Categories: Yes

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 Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
4000	Available Cash on Hand	0.00	0.00	54,560.00	54,560.00	0.00%
4720	From Water Fund to PWE	0.00	0.00	5,000.00	5,000.00	0.00%
4710	From WW Fund to PWE	0.00	0.00	5,000.00	5,000.00	0.00%
4470	Interest	195.67	390.00	2,160.00	1,770.00	18.06%
	Revenue	\$195.67	\$390.00	\$66,720.00	\$66,330.00	
	Gross Profit	\$195.67	\$390.00	\$66,720.00	\$0.00	
Expenses						
9002	Unassigned/Unappropriated	0.00	0.00	16,720.00	16,720.00	0.00%
6810	Vehicles/Equipment	0.00	0.00	50,000.00	50,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$66,720.00	\$66,720.00	
	Revenue Less Expenditures	\$195.67	\$390.00	\$0.00	\$0.00	
	Net Change in Fund Balance	\$195.67	\$390.00	\$0.00	\$0.00	
Fund Balances						
	Beginning Fund Balance	63,079.26	62,884.93	0.00	0.00	0.00%
	Net Change in Fund Balance	195.67	390.00	0.00	0.00	0.00%
	Ending Fund Balance	63,274.93	63,274.93	0.00	0.00	0.00%

Report Options

Fund: PWE Reserve Fund

Period: 8/1/2026 to 8/31/2026

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

Transportation Utility Fund Statement of Revenue and Expenditures

		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Account Number						
Revenue & Expenditures						
Revenue						
Transportation Utility Fee						
Total Receipts						
Available Cash on Hand	4000	0.00		45,000.00	45,000.00	0.00%
Interest	4470	195.67	390.01	2,160.00	1,769.99	18.06%
Transportation Fee	4345	5,301.54	10,960.38	75,000.00	64,039.62	14.61%
Total Total Receipts		\$5,497.21	\$11,350.39	\$122,160.00	\$110,809.61	
Transportation Utility Fee Totals		\$5,497.21	\$11,350.39	\$122,160.00	\$110,809.61	
Revenue		\$5,497.21	\$11,350.39	\$122,160.00	\$110,809.61	
Gross Profit		\$5,497.21	\$11,350.39	\$122,160.00		
Expenses						
Transportation Utility Fee						
Materials & Services						
Maintenance & Repair	6450	0.00		25,000.00	25,000.00	0.00%
Total Materials & Services		\$0.00		\$25,000.00	\$25,000.00	
Capital Outlay						
Street Dept. System Improvemen	6825	0.00		65,000.00	65,000.00	0.00%
Total Capital Outlay		\$0.00		\$65,000.00	\$65,000.00	
Transportation Utility Fee Totals		\$0.00		\$90,000.00	\$90,000.00	
Expenses		\$0.00		\$90,000.00	\$90,000.00	
Revenue Less Expenditures		\$5,497.21	\$11,350.39	\$32,160.00		
Net Change in Fund Balance		\$5,497.21	\$11,350.39	\$32,160.00		

Transportation Utility Fund
Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Annual Budget	Jul 2026
		Aug 2026	Jul 2026	Jul 2026	Jul 2026	Jun 2027
		Aug 2026	Aug 2026	Jun 2027	Jun 2027	Percent of
		Actual	Actual		Variance	Budget
Account Number						
Fund Balances						
	Beginning Fund Balance	5,853.18				0.00%
	Net Change in Fund Balance	5,497.21	11,350.39	32,160.00		0.00%
	Ending Fund Balance	11,350.39	11,350.39			0.00%

Report Options

Fund: Transportation Utility Fund

Period: 8/1/2026 to 8/31/2026

Detail Level: Level 3 Accounts

Display Account Categories: Yes

Display Subtotals: Yes

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: Transportation Utility Fund

Display Fund Balance Section: Yes

WW Debt Bond Fund

Statement of Revenue and Expenditures

Account Number		Current Period Aug 2026 Aug 2026 Actual	Year-To-Date Jul 2026 Aug 2026 Actual	Annual Budget Jul 2026 Jun 2027	Annual Budget Jul 2026 Jun 2027 Variance	Jul 2026 Jun 2027 Percent of Budget
Revenue & Expenditures						
Revenue						
4000	Available Cash on Hand	0.00	0.00	240,789.00	240,789.00	0.00%
4470	Interest	684.84	1,365.02	7,560.00	6,194.98	18.06%
4100	Property Taxes - Current Year	153.37	281.53	39,000.00	38,718.47	0.72%
4120	Property Taxes - Prior Years	50.78	92.63	719.00	626.37	12.88%
	Revenue	\$888.99	\$1,739.18	\$288,068.00	\$286,328.82	
	Gross Profit	\$888.99	\$1,739.18	\$288,068.00	\$0.00	
Expenses						
9009	Restricted to Sewer Bond Pymt.	0.00	0.00	248,349.00	248,349.00	0.00%
7175	WW Bond Payment - Interest	0.00	0.00	16,854.00	16,854.00	0.00%
7180	WW Bond Payment - Principal	0.00	0.00	22,865.00	22,865.00	0.00%
	Expenses	\$0.00	\$0.00	\$288,068.00	\$288,068.00	
	Revenue Less Expenditures	\$888.99	\$1,739.18	\$0.00	\$0.00	
	Net Change in Fund Balance	\$888.99	\$1,739.18	\$0.00	\$0.00	
Fund Balances						
	Beginning Fund Balance	234,645.01	233,794.82	0.00	0.00	0.00%
	Net Change in Fund Balance	888.99	1,739.18	0.00	0.00	0.00%
	Ending Fund Balance	235,534.00	235,534.00	0.00	0.00	0.00%

Report Options

Fund: WW Debt Bond Fund

Period: 8/1/2026 to 8/31/2026

Detail Level: Level 3 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: Wastewater Debt Budget



OREGON
STATE
TREASURY

Client Services
PO Box 11760
Harrisburg, PA 17108-1760

ACCOUNT STATEMENT

For the Month Ending
August 31, 2026

GARIBALDI CITY OF

Client Management Team

Jeremy King

Key Account Manager
213 Market Street
Harrisburg, PA 17101-2141
1-855-678-5447 (1-855-OST-LGIP)
kingj@pfmam.com

Rachael Miller

Client Consultant
213 Market Street
Harrisburg, PA 17101-2141
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Jazz Wilkins

Client Relations Consultant
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jazz.wilkins@pfmam.com

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Individual Accounts

Accounts included in Statement

5701 GARIBALDI CITY OF

Important Messages

Oregon LGIP will be closed on 09/07/2026 for Labor Day.
Oregon LGIP will be closed on 10/12/2026 for Columbus Day.

GARIBALDI CITY OF
BECCA HARTH
PO BOX 708
GARIBALDI, OR 97118

Online Access www.oregon.gov/lgip

Customer Service 1-855-678-5447



Account Statement

For the Month Ending **August 31, 2026**

Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM"), a division of U.S. Bancorp Asset Management, Inc., as administrator for the Oregon State Treasury (Treasury), provides administrative and operational support for the Oregon Local Government Investment Pool (LGIP or pool).

Information about the LGIP can be found in the Information Statement found on Treasury's website at www.oregon.gov/lgif.

Questions About an Account This monthly statement is intended to detail the activity of any accounts held by participants in the pool. Please review the detail pages of this statement carefully. Any inquiries or requests for further information should be directed to PFMAM Client Services at (855) OST-LGIP or (855) 678-5447.

Any disputes/objections to any of transactions in a statement should be addressed, within 60 days of receipt of the statement, to PFM Asset Management, Compliance Department, 213 Market Street, Harrisburg, PA 17101. To protect your rights, if you initially report orally any inaccuracy or discrepancy, you should confirm the report in writing. Participants may also contact Treasury directly at (800) 452-0345.

Portfolio Treasury manages the pool in the same manner it oversees the management of state funds and in accordance with the prudent investor rule (ORS 293.726). The pool is commingled with state funds in the Oregon Short Term Fund (OSTF), which is not managed as a stable net asset value fund. Participants should be aware that preservation of principal is not assured by Treasury, the Oregon Investment Council, or the OSTF Board. Furthermore, account balances are not guaranteed or otherwise protected by Treasury, PFMAM, the FDIC, or any other government agency. Investment in securities involves risks, including the possible loss of the amount invested.

Compliance with Tax Law and Debt Covenants Treasury and PFMAM make no representations as to whether the pool complies with Section 148 of the Internal Revenue Code of 1986. Accordingly, the pool may not be appropriate for the investment of bond proceeds. Bond covenants may also restrict the investment of bond proceeds and may preclude the pool as a permitted investment option. Participants should discuss arbitrage rebate, yield restriction, and other applicable bond provisions with their bond counsel prior to depositing bond proceeds in the pool.

Key Terms and Definitions

Current Yield, for the purpose of the pool, is the average of the annualized variable interest rate set by Treasury over the last seven days. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Dividends represent interest paid on a pool account. Interest is accrued daily on each pool account based on an account's closing balance and a variable interest rate set by Treasury. Interest is paid to accounts on the last business day of the month.

Monthly distribution yield, for the purpose of the pool, represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

Purchases represent all credits to a pool account, including those initiated by an account's owner and its authorized agents, those initiated by another pool participant and its authorized agents, those initiated by approved third-party entities (e.g., state agencies), and those initiated by Treasury and its authorized agents (e.g., dividends).

Redemptions represent all debits from a pool account, including those initiated by an account's owner and its authorized agents, and those initiated by Treasury and its authorized agents (e.g., fees).



Account Statement - Transaction Summary

For the Month Ending **August 31, 2026**

GARIBALDI CITY OF - GARIBALDI CITY OF - 5701

Oregon LGIP		Asset Summary		
Opening Balance	2,874,903.40		August 31, 2026	July 31, 2026
Purchases	20,274.70			
Redemptions	(0.10)	Oregon LGIP	2,895,178.00	2,874,903.40
		Total	\$2,895,178.00	\$2,874,903.40
Closing Balance	\$2,895,178.00			
Dividends	9,783.48			



Account Statement

For the Month Ending **August 31, 2026**

GARIBALDI CITY OF - GARIBALDI CITY OF - 5701

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					2,874,903.40
08/03/26	08/03/26	SFMS Fr:OLCC 70OLCC Tax (Liquor)	1.00	854.90	2,875,758.30
08/03/26	08/03/26	LGIP Fees - Received ACH (1 @ \$0.10 - From 5701) - July 2026	1.00	(0.10)	2,875,758.20
08/14/26	08/14/26	Tillamook County - August 2026 Tax Distribution w/State Timber	1.00	2,998.58	2,878,756.78
08/17/26	08/17/26	SFMS Fr:Administrative Services, Dept 70City Cigarette Tax	1.00	39.83	2,878,796.61
08/18/26	08/18/26	ODOT - ODOT PYMNT	1.00	4,179.78	2,882,976.39
08/18/26	08/18/26	SFMS Fr:Administrative Services, Dept 70Revenue Sharing Tax	1.00	2,418.13	2,885,394.52
08/31/26	09/01/26	Accrual Income Div Reinvestment - Distributions	1.00	9,783.48	2,895,178.00

Closing Balance **2,895,178.00**

	Month of August	Fiscal YTD July-August		
Opening Balance	2,874,903.40	2,855,572.15	Closing Balance	2,895,178.00
Purchases	20,274.70	39,606.10	Average Monthly Balance	2,880,758.73
Redemptions	(0.10)	(0.25)	Monthly Distribution Yield	4.00%
Closing Balance	2,895,178.00	2,895,178.00		
Dividends	9,783.48	19,500.36		

**CITY OF GARIBALDI, OREGON
RESOLUTION NO. 2026-09**

A RESOLUTION AUTHORIZING THE CITY MANAGER/CITY MANAGER PRO TEM TO ADMINISTER AND ENFORCE THE GARIBALDI MUNICIPAL CODE, ISSUE CITATIONS FOR MUNICIPAL CODE VIOLATIONS, AND COORDINATE ENFORCEMENT PROCEEDINGS

WHEREAS, the City of Garibaldi, Oregon, is a municipal corporation duly organized and existing under the laws of the State of Oregon; and

WHEREAS, the City Council has the responsibility to establish municipal laws, policies, and regulations and to ensure that the laws of the City are administered and enforced in an effective, consistent, and lawful manner; and

WHEREAS, the Garibaldi Municipal Code contains provisions regulating public health, safety, welfare, property conditions, nuisances, land use, businesses, public property, and other activities within the City's jurisdiction; and

WHEREAS, the City Council finds that effective and consistent enforcement of the Garibaldi Municipal Code is necessary to protect the health, safety, and welfare of the City's residents, property owners, businesses, and visitors; and

WHEREAS, as provided under Garibaldi Municipal Code, Chapter 2.10, the City Manager/City Manager Pro Tem is responsible for the administration and day-to-day operation of the City and is an appropriate municipal official to administer and coordinate municipal code enforcement activities; and

WHEREAS, pursuant to ORS Chapter 153, cities may establish procedures for the issuance of citations for violations created by city ordinances, subject to applicable statutory requirements and court procedures; and

WHEREAS, ORS 153.045 establishes requirements applicable to citations for violations, including the use of prescribed citation forms and certification by an enforcement officer; and

WHEREAS, ORS 153.005 defines "enforcement officer" to include "any other person specifically authorized by law to issue citations for the commission of violations"; and

WHEREAS, ORS 51.037 permits a city to enter into an agreement with the county for the provision of judicial services, under which a justice of the peace may exercise the judicial jurisdiction, authority, powers, functions, and duties of the municipal court with respect to violations of the city's charter or ordinances; and

WHEREAS, ORS 51.050 provides that a justice court does not have jurisdiction over offenses created by a city charter or ordinance except as provided by ORS 51.037; and

WHEREAS, the City Council desires to establish clear administrative authority for municipal code enforcement while ensuring that all citations, prosecutions, and court proceedings comply with Oregon law, the Garibaldi City Charter, the Garibaldi Municipal Code, and applicable agreements with Tillamook County; and

WHEREAS, the City Council further desires to reduce unnecessary Council involvement in individual code enforcement matters and to establish municipal code enforcement as an administrative function of the City Manager Pro Tem, while retaining the Council's legislative and policy-making authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARIBALDI, OREGON, AS FOLLOWS:

Section 1. Designation of Enforcement Authority

The City Manager/City Manager Pro Tem is hereby designated as an authorized municipal enforcement officer, as that term is now or hereafter used in the Garibaldi Municipal Code and applicable state statute(s), for purposes of administering and enforcing the Garibaldi Municipal Code, to the fullest extent permitted by Oregon law, the City Charter, and City ordinances.

Section 2. Administrative Enforcement Authority

The City Manager/City Manager Pro Tem is authorized, without further approval of the City Council for individual enforcement matters, to:

1. Receive and investigate complaints concerning alleged violations of the Garibaldi Municipal Code;
2. Conduct reasonable inspections and investigations necessary to determine whether a municipal code violation has occurred, subject to applicable constitutional, statutory, and other legal requirements;
3. Document alleged violations through photographs, reports, correspondence, inspection records, and other appropriate evidence;
4. Issue notices of violation, notices to correct, compliance notices, warnings, or other administrative notices authorized by the Garibaldi Municipal Code;
5. Establish reasonable administrative procedures for documenting and processing code enforcement matters;

6. Issue citations for violations of the Garibaldi Municipal Code when authorized by applicable law and City ordinance;
7. Refer municipal code violations for prosecution or other judicial enforcement when appropriate;
8. Coordinate with the City Attorney, City Prosecutor, Tillamook County District Attorney, Tillamook County Justice Court, Tillamook County officials, law enforcement agencies, or other governmental agencies as appropriate;
9. Take other administrative enforcement actions authorized by the Garibaldi Municipal Code, City Charter, or Oregon law; and
10. Exercise any additional enforcement authority subsequently granted by ordinance, resolution, intergovernmental agreement, or other lawful action of the City Council.

Section 3. Citation Authority

Pursuant to ORS153.045, as the designated enforcement officer, the City Manager/City Manager Pro Tem is authorized to issue citations for violations of the Garibaldi Municipal Code when the City Manager/City Manager Pro Tem has sufficient grounds to believe that a violation has occurred and the issuance of a citation is authorized by applicable law.

Citations shall be issued using the form and procedures required by applicable Oregon law and court rules.

Section 4. Warnings and Notices

Except where immediate citation or other enforcement action is authorized or required by law or City ordinance, the City Manager/City Manager Pro Tem may provide a warning, notice of violation, or reasonable opportunity to correct a violation before issuing a citation.

Unless expressly required by ordinance or other applicable Oregon law, nothing in this Resolution shall require the City Manager/City Manager Pro Tem to provide a warning or opportunity to correct a violation.

Section 5. Justice Court Proceedings

The City Manager/City Manager Pro Tem is authorized to prepare and refer municipal code violations for judicial enforcement through Tillamook County Justice Court or another court having lawful jurisdiction.

Any referral of a City ordinance violation to Tillamook County Justice Court shall be subject to the existence and terms of any applicable agreement between the City of Garibaldi and

Tillamook County for the provision of judicial services and to all other applicable requirements of Oregon law.

Nothing in this Resolution shall be interpreted as independently conferring jurisdiction upon Tillamook County Justice Court where such jurisdiction has not otherwise been established by law or agreement.

Section 6. Prosecution

The City Manager/City Manager Pro Tem is authorized to coordinate with the City's attorney, prosecutor, Tillamook County District Attorney, or other legally authorized prosecuting authority concerning prosecution of municipal code violations.

Nothing in this Resolution authorizes the City Manager/City Manager Pro Tem to perform prosecutorial functions reserved by Oregon law to the City Attorney, District Attorney, or another legally authorized prosecuting authority.

Section 7. Enforcement Without Individual Council Approval

The City Manager/City Manager Pro Tem shall not be required to obtain individual City Council authorization before:

- Investigating an alleged municipal code violation;
- Issuing a warning or notice of violation;
- Issuing a citation when legally authorized;
- Referring a citation to the appropriate court or prosecuting authority;
- Communicating with county or court officials regarding an enforcement matter; or
- Taking other routine administrative enforcement action authorized by City ordinance or Oregon law.

The City Council shall retain authority over the adoption, amendment, repeal, and policy direction of the City's municipal code.

Section 8. Enforcement Priorities and Policies

The City Manager/City Manager Pro Tem may establish reasonable administrative procedures and enforcement priorities for implementation of the Garibaldi Municipal Code, provided that such procedures are consistent with ordinances, resolutions, the City Charter, and Oregon law.

The City Manager/City Manager Pro Tem may recommend additional enforcement policies to the City Council when legislative action is necessary or advisable.

Section 9. Coordination With Other Agencies

The City Manager/City Manager Pro Tem is authorized to communicate and coordinate with Tillamook County, Tillamook County Justice Court, the Tillamook County District Attorney, law enforcement agencies, fire and emergency service agencies, and other governmental entities when necessary to administer or enforce the Garibaldi Municipal Code.

Any intergovernmental agreement required to establish court jurisdiction, or judicial services shall be separately approved and executed in accordance with applicable law.

Section 10. Limitations

Nothing in this Resolution shall:

1. Authorize the City Manager/City Manager Pro Tem to exercise judicial or prosecutorial powers reserved to a court or prosecuting authority;
2. Authorize enforcement contrary to the Garibaldi City Charter or Municipal Code;
3. Expand the City's substantive authority beyond that provided by Oregon law;
4. Confer jurisdiction upon any court where jurisdiction does not otherwise exist; or
5. Prevent the City Council from exercising its legislative, policy-making, budgetary, or oversight authority.

Section 11. Council Oversight

The City Manager/City Manager Pro Tem shall remain accountable to the City Council for the administration of the City's municipal code enforcement program.

The City Manager/City Manager Pro Tem shall provide the City Council with periodic reports regarding municipal code enforcement activities when requested by the Council or when otherwise required by City policy.

Nothing in this section shall require the City Council to approve individual enforcement decisions.

Section 12. Existing Enforcement Authority

This Resolution is intended to supplement, and not replace, any enforcement authority already granted under the Garibaldi City Charter, Garibaldi Municipal Code, or Oregon law.

To the extent any provision of this Resolution directly conflicts with a subsequently enacted ordinance, applicable state law, or the City Charter, the later ordinance, applicable state law, or Charter provision shall control.

Section 13. Severability

If any section, subsection, sentence, clause, or phrase of this Resolution is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions.

Section 14. Effective Date

This Resolution shall take effect immediately upon adoption by the City Council.

ADOPTED by the City Council of the City of Garibaldi, Oregon, this 21st day of September 2026.

CITY OF GARIBALDI, OREGON

Linda Bade, Mayor

Date: _____

ATTEST:

Becca Harth, City Manager Pro-Tem/Finance Director

Date: _____

ORDINANCE NO. 338

AN ORDINANCE GRANTING HUNTER COMMUNICATIONS & TECHNOLOGIES LLC, A NON-EXCLUSIVE COMMUNICATIONS SERVICES FRANCHISE

WHEREAS, the City of Garibaldi has jurisdiction and regulatory management over its public rights-of-way; and

WHEREAS, pursuant to federal law, state statutes, and City Charter and local ordinances, the City is authorized to grant a non-exclusive franchise to occupy public rights-of-way;

WHEREAS, Hunter Communications & Technologies LLC ("Hunter Communications") is a telecommunications provider that desires to construct, operate, and maintain a communications system and facilities within the City's rights-of-way;

WHEREAS, the City finds that Hunter Communications has the financial, legal, and technical abilities to provide telecommunications services, facilities, and equipment necessary to meet the future needs of the community; and

WHEREAS, the City and Hunter Communications have negotiated a franchise agreement with terms agreeable to both parties; and

WHEREAS, the City Council for the City deems that it is in the public interest to now grant franchise to Hunter Communications under the terms and conditions with the Franchise Agreement, attached hereto as Exhibit A.

THE CITY OF GARIBALDI ORDAINS AS FOLLOWS:

Section 1. The foregoing recitals are approved and hereby incorporated into this Ordinance.

Section 2. The Franchise Agreement with Hunter Communications, attached hereto as Exhibit A, is hereby adopted by the City Council. The Mayor is authorized to execute the agreement on behalf of the Council.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after approval, in accordance with the City Charter. The City Recorder shall forward this franchise agreement to Hunter Communications for acceptance.

Read in full for its first reading this ____ day of _____, 2026.

Read by title only, for its second reading, this ____ day of _____, 2026.

Passed by vote of the Council this ____ day of _____, 2026.

Approved by the Mayor this ____ day of _____, 2026.

APPROVED:

ATTEST:

Linda Bade, Mayor

Becca Harth, City Manager Pro-Tem

ACCEPTED BY THE FRANCHISEE:

The Franchise granted to Hunter Communications & Technologies LLC, is hereby accepted by the Franchisee on this the _____ day of _____, 2026.

By: _____

Name: _____

Title: _____

Exhibit A

FRANCHISE FOR COMMUNICATIONS SERVICES

HUNTER COMMUNICATIONS

This Franchise Agreement for Communications Services is by and between the City of Garibaldi, a municipal corporation of the state of Oregon (“City”), and Hunter Communications & Technologies LLC (“Hunter Communications”), an Oregon limited liability company (“Grantee” or “Franchisee”).

SECTION 1. Definitions.

“**City**” means City of Garibaldi, Oregon.

“**Code**” shall mean the City of Garibaldi Municipal Code.

“**Communications Service**” shall mean any service provided for the purpose of transmission of information, including but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself. Communications Service includes, but may not be limited to, exchange access services, defined by ORS 403.105, telephone service, and fiber-based or broadband internet services, whether provided together or separately, by the Franchisee pursuant to this Franchise.

“**Grantee**” or “**Franchisee**” means Hunter Communications, and its affiliates, successors, or assigns.

“**Facilities**” means the conduits, cables, poles, wires, fibers, fixtures, underground lines, and appurtenances thereto, including other technical facilities necessary for the purpose of providing Communications Service. For the avoidance of doubt, “Facilities” includes all facilities necessary to provide broadband internet access services.

“**Gross Revenues**” means any and all revenues earned and received by the Grantee in the delivery of Communications Services within the City utilizing the Telecommunication System located in the Rights-of-Way. Gross Revenues shall not include municipal, state, or federal fees or taxes imposed by law or regulation directly on Franchisee’s customers and which Franchisee is required to pass through to the entity imposing the fee or tax, and unrecoverable bad debt.

“**Person**” means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

“**Public Way**” or “**Right-of-Way**” shall include any street, road, bridge, alley, sidewalk, trail, path and utility easement, including the subsurface under and air space over these areas. This definition applies only to the extent of the City’s right or authority to grant a franchise to occupy and use such areas for the Facilities.

“Telecommunication System” shall include all Facilities that are maintained, operated, or used by Franchisee to provide Communications Service and located in the Rights-of-Way administered and regulated by the City.

SECTION 2. Grant of Franchise. The City hereby grants to Franchisee a non-exclusive right and privilege, subject to all City ordinances, policies, rules and regulations, including but not limited to the City’s Code, to erect, construct, operate, repair, and maintain in, under, upon, along, across, and over the City’s present and future Rights-of-Way, all Facilities necessary for the purpose of providing Communications Services within the City. This Franchise is non-exclusive, and the City reserves the right to grant a similar privilege to any Person at any time during the period of this Franchise. This grant is further subject to all prior rights, interests, agreements, permits, easements or licenses granted by the City, and to the City's right to use the Rights-of-Way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This Franchise does not grant any rights with regard to attaching to or using any City or public property located within the Rights-of-Way (i.e., streetlights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

SECTION 3. Compliance with Laws, Rules and Regulations. The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure, or Facility within the public Right-of-Way when the City determines that the public convenience requires such change or removal. The expense of said change shall be paid by Grantee.

SECTION 4. Incorporation of Code. This Franchise is granted pursuant to the applicable City Code and shall be interpreted to include all provisions of the Code, as it now exists and as it may be amended during the term of the Franchise, and all other applicable municipal regulations. It shall be the responsibility of the Franchisee to stay informed of any amendments to applicable provisions of the Code and all related regulations.

SECTION 5. Term. The term for this Franchise shall be for a period of ten (10) years, beginning on the Effective Date identified below in Section 16. This Franchise shall not automatically renew. Franchisee may submit a written request for renewal no earlier than twelve (12) months and no later than six (6) months before expiration. Any renewal shall be subject to applicable law and approval by City Council.

SECTION 6. Conditions on Right-of-Way Occupancy. In addition to the Code or City design and development standards, which provide general terms, obligations, and conditions for construction, installation, relocation, and removal of Franchisee’s Facilities, these additional terms and conditions apply:

- A. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights-of-way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
- B. **Coordination with Public Works.** Prior to construction, Franchisee shall coordinate with the proposed location, depth, alignment, method of installation, traffic control, and construction schedule with the Public Works Department. City may reasonably require Franchisee to modify the proposed alignment or installation method when necessary to avoid conflicts with existing or planned City infrastructure, preserve access, protect pavement, or protect public health and safety.
- C. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed to a condition equal to or better than the condition immediately before the work, subject to applicable City standards and reasonable City approval. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee. Franchisee shall warrant permanent pavement and surface restoration against defective workmanship, settlement, failure, or deterioration attributable to Franchisee's work for a period of two (2) years following City's acceptance of the restoration. Nothing in this warranty limits Franchisee's responsibility for latent defects or other obligations imposed by applicable law
- D. **Relocation.** If the removal or relocation of Facilities is caused directly by an identifiable private development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion. In the

event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.

- E. Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground with in a public right of way of the City, Grantee must also locate and relocate its Facilities underground.
- F. Undergrounding.** Where City requires utilities generally to be placed underground as part of a public improvement project or within a Right-of-Way where comparable existing utilities are underground, Franchisee shall place or relocate its Facilities underground on the same basis and subject to the same generally applicable requirements imposed upon similarly situated utilities, to the extent permitted by law. If City or another governmental agency reimburses similarly situated utilities for such relocation or undergrounding, Franchisee shall be treated on comparable terms as required by applicable law.
- G. Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsection 3 of this section.
- H.** In an emergency, City may take reasonable action necessary to protect life, property, public infrastructure, or continued operation of City services, including exposing, supporting, temporarily moving, disconnecting, or otherwise protecting Franchisee's Facilities. City shall make reasonable efforts to contact Franchisee before taking such action when circumstances permit. To the fullest extent permitted by law, City shall not be liable for damage reasonably resulting from emergency action except to the extent caused by City's negligence or willful misconduct. Franchisee shall maintain with City a twenty-four (24) hour emergency telephone number and email address capable of reaching personnel authorized to dispatch qualified personnel.

SECTION 7. Franchise Fee.

- A.** In consideration of the rights, privileges, and franchise hereby granted, Grantee

shall pay monthly to City the sum of seven percent (7%) of Gross Revenue earned from all Communications Services, which shall specifically include any data, voice and video services, provided by Grantee through Grantee's use of the City Rights-of-Way. Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues.

- B. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
- C. Each payment shall be accompanied by a written statement identifying: (a) the reporting period; (b) Gross Revenues used in calculating the payment; (c) permitted deductions or exclusions; (d) the applicable percentage rate or rates; and (e) the resulting amount due.
- D. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
- E. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

SECTION 8. City Rights in Franchise.

- A. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this Franchise and make such inspections as it shall find necessary to ensure compliance with governing laws, ordinances, rules, and regulations.
- B. **Termination or Abandonment of Franchise.** Upon any termination of this Franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this Franchise:
 - a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law;
 - b. Value shall be determined by appraiser who is mutually acceptable to City and Grantee. In the event that City and Grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser,

and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.

- c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this Franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.
- C. **City Connection to Facilities.** In addition to City's other rights in this Franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay the Franchise Fee to City under Section 6 of this Agreement.
- D. **Abandonment.** Franchisee shall notify City when Facilities within a Right-of-Way are permanently abandoned. City may require Abandoned Facilities to be removed where City reasonably determines that the Facilities interfere with a public improvement, City utility, future use of the Right-of-Way, or public safety, subject to applicable law. Where City permits Abandoned Facilities to remain in place, Franchisee shall continue to identify them on its records and shall retain responsibility for them unless City expressly accepts ownership in writing.
- E. **City Services.** City and Franchisee may separately negotiate for Communications Services provided to City facilities. Any such services shall be governed by a separate written agreement and shall not constitute additional consideration required from Franchisee for use of Rights-of-Way except to the extent expressly permitted by applicable law.

SECTION 9. Grantee Records and Reports.

- A. In addition to Code requirements, Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days' prior written notice, during normal working hours. City may require periodic

reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal Grantee has underpaid the Franchise Fee by more than 5% for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.

B. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

C. As-Built Records. Within sixty (60) days following completion of new construction or significant relocation, Franchisee shall provide City with reasonably accurate as-built information showing the horizontal alignment and, when reasonably available, depth of Franchisee's Facilities. Information shall be provided electronically in a format reasonably acceptable to Public Works, including GIS-compatible information when reasonably available.

SECTION 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City. Franchisee shall obtain all required City permits before commencing construction, excavation, installation, replacement, or substantial maintenance within a Right-of-Way, except for emergency work. Issuance of a permit does not relieve Franchisee from responsibility for compliance with this Franchise or for damage caused by its work.

SECTION 11. Grantee Liability and Indemnification.

A. Indemnification. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities, provided such loss or claim is not as a result of the City's negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole

negligence or willful misconduct of the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.

B. Insurance. This Franchise shall not be effective until Grantee secures, and at all times shall be conditioned upon Grantee maintaining, a comprehensive liability insurance policy that shall contain the following provisions:

- a. Grantee shall obtain at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense, unless City's then-current generally applicable insurance requirements for similarly situated right-of-way users require different limits and such requirements are permitted by law and commercially reasonable. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
- b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
- c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy. Grantee will require that its insurance carrier give the City 30 days written notice of any change in insurance coverage.
- d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days' notice of cancellation provision shall be physically endorsed on the policy.

- e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
- f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions within this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

C. Security. For a project involving substantial excavation, pavement disturbance, or other significant work within a Right-of-Way, City may reasonably require Franchisee to provide a performance bond, restoration bond, letter of credit, or other security in an amount reasonably related to Franchisee's restoration obligation. Security may be released after City's acceptance of the work, subject to any applicable restoration warranty.

SECTION 12. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer. For purposes of this section, a transfer includes a merger, consolidation, sale of substantially all operating assets associated with this Franchise, or change in control of Franchisee. A transfer to an affiliate under common control shall not require prior City consent unless required by applicable law, but Franchisee shall provide at least thirty (30) days' prior written notice, and such transfer shall not relieve Franchisee of its obligations unless City expressly agrees otherwise.

SECTION 13. Amendment and Renewal. This Franchise may be amended or renewed by mutual agreement of the Parties, or further action by City Council. In considering renewal, City may consider Franchisee's compliance history, payment history, restoration performance, condition and location of Facilities, changes in applicable law, changes in City standards, and City's anticipated use of its Rights-of-Way. Nothing herein obligates either party to renew the Franchise on the same terms.

SECTION 14. Default; Termination.

A. Default. Time of payment and performance are of the essence in the Franchise. The following shall be events of default:

- a. Default in Payments. The failure of Grantee to pay City when due any amounts required by the Franchise and such failure continues for a period of ten (10) days after the first overdue notice.
- b. Default in Other Covenants. The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.
- c. Notwithstanding the foregoing, City may require immediate corrective action for conditions presenting an imminent threat to public health, safety, property, City infrastructure, or essential City services.
- d. If a default remains uncured after the applicable cure period, City may suspend permits to the extent lawful, pursue remedies available under the Code or law, recover damages and reasonable costs, seek injunctive relief, or commence proceedings to revoke or terminate this Franchise. City's failure to exercise a remedy immediately upon default shall not waive City's right to exercise that remedy while the default remains uncured.

B. Termination or Revocation. Upon the occurrence of an event of default, this Franchise may be revoked or terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this Franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

SECTION 15. Remedies not Exclusive; Waiver. All remedies under this Franchise, including termination, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

SECTION 16. Notices and Authorized Representatives. Any notice required or permitted under this franchise shall be deemed given when received or when deposited

with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City of Garibaldi
Attn: City Manager
107 6th Street
P.O. Box 708
Garibaldi, OR 97118

TO FRANCHISEE:

or to such other address as may be specified from time to time by either party in writing.

SECTION 17. Interpretation/Jurisdiction. This Franchise shall be deemed to have been entered into in Tillamook County, Oregon. Jurisdiction of any dispute shall be in the Circuit Court of the State of Oregon, and venue shall be in Tillamook County, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

SECTION 18. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

SECTION 19. Force Majeure. Neither party shall be deemed in default for delay in performing a non-monetary obligation caused by circumstances beyond its reasonable control, including natural disasters, war, civil disturbance, labor disruption not limited to the affected party, or governmental order, provided that the affected party promptly notifies the other and diligently resumes performance when reasonably possible.

SECTION 20. Representation and Warranty of Franchisee. By executing this document, Franchisee represents and warrants that:

- A. Franchisee is familiar with all provisions contained herein and the Code, and agrees to be bound by them;
- B. The individual executing this Franchise has authority to bind Franchisee;
- C. Franchisee has obtained and will maintain all licenses, registrations, permits, and regulatory approvals required to provide its services;
- D. Execution of this Franchise does not conflict with any agreement binding upon Franchisee;
- E. Franchisee possesses the technical and financial ability to perform its obligations under this Franchise; and
- F. Franchisee is familiar with the provisions of this Franchise and applicable City Code and agrees to be bound by them.

SECTION 21. Franchise Effective Date. The City Council approved this request on [Approval Date], pursuant to Ordinance No. _____. This Franchise shall be made effective on the effective date of the ordinance approving said Franchise ("Effective Date"), provided Franchisee satisfies the acceptance requirements in Section 21 and has provided City all required certificates of insurance and other documents required as a condition precedent to effectiveness.

SECTION 22. Acceptance of Franchise. Franchisee must sign and return this Franchise within 30 days of the Effective Date. If not accepted in time, this Franchise shall become void.

CITY OF GARIBALDI

Signature: _____

Name: _____

Title: _____

Date: _____

HUNTER COMMUNICATIONS

Signature: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE OF FRANCHISE

Pursuant to Section 18 of the fully executed Franchise Agreement for Communications Service with Hunter Communications, by and between the City of Garibaldi and HUNTER COMMUNICATIONS, HUNTER COMMUNICATIONS hereby unconditionally accepts the Franchise Agreement, with the effective date of _____, that was approved by Ordinance No. _____ of the City of Garibaldi.

ACCEPTED this ____ day of _____, 2026.

By: _____
Signature

By: _____
Name Printed

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This Acceptance was signed before me on _____, 2026, by
as _____ of _____.

Notary Public for _____
Name: _____
My commission expires on: _____

.....
Acceptance received by City Recorder on _____, 2026.

Name: _____
Title: City Recorder

CITY OF GARIBALDI, OREGON
ORDINANCE NO. 339

WHEREAS, the City of Garibaldi has authority to regulate and abate public nuisances for the protection of public health, safety, peace, and welfare; and

WHEREAS, Ordinance No. 145 Section 2 identifies and regulates public nuisances within the City of Garibaldi; and

WHEREAS, the City Council finds that the keeping of excessive numbers of fowl may create noise, odor, sanitation, pest, and neighborhood compatibility concerns; and

WHEREAS, the City Council finds that establishing reasonable limits on the number of fowl based on lot size and prohibiting roosters will protect neighboring properties and the public welfare;

NOW, THEREFORE, THE CITY OF GARIBALDI ORDAINS AS FOLLOWS:

Section 1. Amendment to Ordinance No. 145 Section 2

The following new section is added to section 2 of the Garibaldi Municipal Code

“S. Keeping of Fowl and Roosters.

It shall be unlawful and is hereby declared a public nuisance for any person to own, keep, harbor, maintain, possess, or allow fowl on any lot within the City of Garibaldi except in compliance with the following requirements:

Maximum Number of Fowl. The maximum number of fowl permitted on a lot shall be based on the total lot area as follows:

1. Lots of less than 5,000 square feet: no more than ****four (4) fowl****.
2. Lots of 5,000 through 9,999 square feet: no more than ****six (6) fowl****.
3. Lots of 10,000 through 19,999 square feet: no more than ****ten (10) fowl****.
4. Lots of 20,000 square feet or greater: no more than ****fifteen (15) fowl****.

The maximum number applies to the total number of fowl kept on the lot, regardless of species.

Roosters Prohibited. Roosters (an adult male chicken) are strictly prohibited within the City of Garibaldi. No person shall own, keep, harbor, maintain, possess, or allow a rooster to remain on any property within the City.

Definition of Fowl. For purposes of this subsection, “fowl” means domesticated birds kept for eggs, food, companionship, or similar purposes, including chickens, ducks, geese, turkeys, guinea fowl, and similar domesticated birds.

Confinement. All fowl shall be kept in a secure coop, enclosure, or fenced area sufficient to prevent the fowl from roaming onto neighboring property or any public street, sidewalk, right-of-way, park, or other public property.

Sanitation and Maintenance. All coops, enclosures, and areas used for keeping fowl shall be maintained in a clean and sanitary condition. Manure, bedding, feed, and other waste shall be managed to prevent offensive odors, flies, rodents, insects, and other nuisance conditions.

Feed Storage. Feed shall be stored in secure containers designed to prevent access by rodents and other pests.

Noise, Odor, and Other Nuisances. No person shall keep fowl in a manner that creates excessive or persistent noise, offensive odors, unsanitary conditions, pest infestations, or any condition that unreasonably interferes with the use and enjoyment of neighboring property.

Fowl at Large. No person owning or keeping fowl shall permit such fowl to run at large or enter upon property owned or occupied by another person without permission.

Dead Fowl. Dead fowl shall be promptly disposed of in a lawful and sanitary manner.

Violations Declared a Public Nuisance. Any violation of this subsection, including keeping more fowl than permitted for the applicable lot size or keeping any rooster within the City, is hereby declared a public nuisance and shall be subject to the enforcement, abatement, and penalty provisions of Ordinance No. 145 and any other applicable City ordinance.

Any person keeping fowl within the City on the effective date of adoption of this ordinance shall have thirty (30) days thereafter to achieve compliance with the limitations and allowances, and other requirements, under this ordinance.

No rooster shall be considered a lawful nonconforming use or otherwise be grandfathered under this Ordinance. All roosters shall be removed from property within the City no later than thirty (30) days after the effective date of this Ordinance.

Continuing Effect

Except as expressly amended by this Ordinance, all provisions of Ordinance No. 145 shall remain unchanged and in full force and effect.

Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional, the remaining portions shall remain in full force and effect.

Effective Date

This Ordinance shall take effect thirty (30) days after its adoption, or as otherwise provided by the City Charter and applicable law.

PASSED AND ADOPTED by the City Council of the City of Garibaldi, Oregon, this 21st day of September 2026.

Linda Bade, Mayor Date

ATTEST:

Becca Harth, City Manager Pro-Tem

CITY OF GARIBALDI, OREGON

CITY MANAGER & FINANCE DIRECTOR MONTHLY REPORT

To: Mayor and City Council
From: City Manager Pro Tem / Finance Director
Subject: August 2026 Monthly Report
Date: September 2026

August continued to be a busy month for the City of Garibaldi, with staff balancing daily municipal operations while addressing several significant administrative, financial, and long-term planning matters.

The City remains focused on maintaining essential services, improving financial accountability, strengthening internal procedures, pursuing outside funding opportunities, and working collaboratively with regional partners.

CITY MANAGER REPORT

City Manager Recruitment

The city continued work related to the recruitment of a permanent City Manager. Staff continued gathering information regarding compensation and qualifications for comparable positions in surrounding communities.

Information from other cities will assist the City Council in evaluating appropriate compensation and expectations for the position.

City Manager Pro Tem / Administrative Authority

Staff continued working on clarifying the responsibilities and authority of the City Manager Pro Tem. The goal is to ensure that administrative responsibilities are clearly defined, and that routine personnel and operational decisions can be handled efficiently without unnecessary Council involvement.

Code Enforcement

Staff continued working on municipal code enforcement procedures, including the City's ability to issue citations for municipal code violations.

A proposed resolution authorizing the City Manager Pro Tem to administer code enforcement responsibilities may be presented to the City Council following appropriate legal review.

Grant Opportunities

Staff continued pursuing grant opportunities that may assist the city with infrastructure, public safety, and community resilience projects.

Staff are also continuing to identify projects that may qualify for outside funding and to develop the information necessary to support future grant applications.

Planning and Development

Staff continued responding to planning, permitting, and development-related matters.

The City continues to monitor planning activity and work to ensure that development-related requests are processed consistently and in accordance with applicable City requirements.

FINANCE DIRECTOR REPORT

Financial Administration

The Finance Department continued its regular financial operations during August, including:

- Accounts payable and receivable.
- Payroll processing.
- Bank reconciliations.
- Budget monitoring.
- General ledger review.
- Revenue and expenditure tracking.
- Financial reporting.
- Assistance with audit-related requests.
- Preparation of financial information for City administration and Council.

2023/2024 Financial Audit

A significant administrative and financial priority continues to be completion of the City's 2023/2024 financial audit.

During the audit process, the auditors identified multiple duplicate transactions. Some discrepancies were resolved by the auditors, while others require additional review and documentation by City staff.

I am continuing to work through the outstanding items with the goal of resolving the discrepancies and assisting the auditors in completing the audit.

The auditor is expected to provide an update to the City Council at the October Council meeting.

Financial Controls

Staff continued reviewing internal financial procedures with the objective of strengthening financial controls and improving the accuracy and consistency of financial records.

Areas of continued focus include:

- Proper transaction coding.
- Supporting documentation.
- Duplicate transaction prevention.
- Reconciliation procedures.
- Review and approval processes.
- Accurate financial reporting.

The city will continue working to strengthen these procedures and implement improvements identified through the audit process.

UCOMING PRIORITIES

The following items are anticipated to remain priorities for September and the coming months:

1. Complete outstanding 2023/2024 audit items and work toward issuance of the final audit.
2. Continue development and implementation of stronger financial controls and procedures.
3. Continue work on municipal code enforcement procedures.
4. Continue evaluation of City infrastructure and capital improvement needs.
5. Monitor revenues and expenditures and identify significant budget variances.
6. Continue improving administrative procedures, communication, and accountability throughout City operations.
7. Continue pursuing grant opportunities for City infrastructure, public safety, and community resilience projects.
8. Continue supporting the City Council with information and recommendations necessary for upcoming policy and administrative decisions.

CONCLUSION

Particular attention remains focused on completing the 2023/2024 financial audit, strengthening financial controls, improving administrative procedures, advancing code enforcement processes, pursuing grant opportunities, and supporting the recruitment of a permanent City Manager.

Staff appreciate the Council's continued direction and support as the city works through these priorities and prepares for the upcoming fiscal and administrative challenges.

City Manager Pro Tem / Finance Director

Garibaldi Fire

September Council Report

- Responded to 4 Medical calls, 3 Motor vehicle crashes, 1 Good Intent and 1 fire resulting in 20 department member responses
- We conducted 4 training sessions, resulting in 9 hours of training with 17 attendances
- All the fire hydrants in the city as well as the rural district have been tested and only one in the rural district was found to need repairs.
- The fire department was present for the Kyler's Big Heart Benefit, with the proceeds going towards purchasing Automatic External Defibrillators, the fire department supports that event as much as possible.
- The fire department, in conjunction with the Garibaldi Emergency Volunteers will be hosting an open house on October 03, from 10:00 to 4:00, we will have public education for both fire as well as emergency management, the ham radio group will be broadcasting live from the fire station, the blood mobile will be here to give blood and best of all free hot dogs and chips.

Public Works Staff Report

City Council Meeting – September 21, 2026

To: The Mayor and City Council

Water

All required sampling, testing, and reporting have been completed and submitted to the State.

AKS has begun work on the City's Water Master Plan update. Public Works spent approximately half a day with AKS reviewing previously completed projects, current system conditions, and proposed projects to be incorporated into the updated Capital Improvement Plan.

Wastewater

All required wastewater sampling and reporting have been completed for the month.

Following the replacement of the Basin No. 2 waste pump, the Basin No. 1 waste pump began faulting. The City's newly purchased spare pump was placed into service in Basin No. 1. Maintaining a spare pump proved necessary to avoid an extended operational disruption.

Public Works also responded to a sewer lateral backup at the Maritime Museum. The existing cleanout is located within the property, and there is no City-accessible cleanout near the property line. To avoid removing and replacing recently constructed sidewalk and street improvements, authorization was obtained for Plumbing and Sewer Renewal to repair the lateral using cured-in-place pipe. The repair is expected to cost approximately **\$7,800**. Installing a new City-owned cleanout at this location, including removal and replacement of the recently constructed improvements, was estimated at approximately **\$20,000**.

This incident demonstrates the significant financial and operational problems associated with the City owning and maintaining private sewer laterals from the sewer main to individual properties. As these laterals age, failures will continue to create unplanned costs that compete directly with funding needed for the City's wastewater collection system, including the City's significant inflow and infiltration issues. These unplanned costs have already proven to compete directly with said funding, as no inflow and infiltration projects were able to be completed during the last fiscal year (in comparison to the three manholes that were addressed the year prior).

Public Works continues to strongly recommend that the sewer responsibility ordinance be amended so that ownership and maintenance responsibility for the sewer lateral from the City main to the residence or structure is returned to the property owner.

If the City continues accepting responsibility for these laterals, the City could ultimately face **more than \$1.75 million in capital costs** to provide appropriate property-line cleanouts for residential properties throughout the community. In addition, Public Works estimates that

ongoing inspection, cleaning, and maintenance of City-owned cleanouts and laterals could exceed **\$65,000 annually**, before accounting for major lateral failures, excavation, pavement restoration, sidewalk replacement, or emergency repairs.

Continuing the current arrangement is neither financially sustainable nor an effective use of limited wastewater funds. Those funds should instead be directed toward infrastructure that serves the entire community, particularly collection-system rehabilitation and reduction of inflow and infiltration.

Public Works' recommendation remains firm: responsibility for individual sewer service laterals should be returned to the property owner. The City's responsibility should be focused on the public sewer main and other infrastructure necessary to operate and protect the municipal wastewater system.

Streets

Public Works continues evaluating City streets, traffic signs, and pavement markings as part of the Transportation Utility Fee program.

The crew also responded to two fallen trees near Court Street and South Biak Avenue. The trees originated from private property and fell into the City street and right-of-way. Public Works removed the debris and restored access.

The crew cleaned and lined a drainage ditch near Highway 101 and 11th Street to improve drainage and ensure roadway runoff is directed appropriately into the ditch.

Stormwater

The City has initiated Phase 1 of the Stormwater Master Plan with AKS.

As part of the planning process, AKS and Public Works will also evaluate the drainage and runoff concerns along Fir Avenue and the culvert at 6th Street and Fir Avenue. These evaluations will help identify appropriate improvements and incorporate priority stormwater projects into future capital planning.

Staffing

After more than two months of recruitment for the vacant System Operator position, the City completed its first round of interviews. At this time, Public Works has not identified a suitable candidate for the position.

The City will continue advertising and actively recruiting qualified applicants until an appropriate candidate is identified.

Respectfully submitted,

Nicholas Theoharis
Public Works Director
City of Garibaldi